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 Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month:

Detective Herbert R. Sullivan - August 18, 1980

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.

1. Ordinances dissolving two Neighborhood Dependent Special Districts

   (a) Ordinance 236-H dissolving the Old Northeast Dependent Special District which was created by Ordinance No. 32-G.

   (b) Ordinance 237-H dissolving the Round Lake Dependent Special District which was created by Ordinance No. 33-G.
First Reading and First Public Hearings

Setting August 25, 2016 as the public hearing date for the following proposed Ordinance(s):

2. Resolution designating a new State of Florida Brownfield Area, established in accordance with 376.77-85, Florida Statutes, on property located at the northwest corner of Burlington Avenue North and 31st Street North.

3. Resolution designating a new State of Florida Brownfield Area, established in accordance with 376.77-85, Florida Statutes, on property located at the northwest corner of Burlington Avenue North and 32nd Street North.

E. Reports

1. Public Arts Commission - (Oral) (Councilmember Kornell)

2. Land Use & Transportation - (Oral) (Councilmember Kennedy)
   (a) Forward Pinellas
   (b) Tampa Bay Transportation Management Area (TBTMA)
   (c) MPO Action Committee
   (d) PSTA - (Vice-Chair Rice)
   (e) Tampa Bay Area Regional Transportation Authority (TBARTA) - (Vice-Chair Rice)

3. Pier Approach
   (a) Authorizing a supplemental appropriation in the amount of $19,500,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from Public Service Tax Revenue Bonds, Series 2016B proceeds, to the Pier Approach Project (15377) for the Pier Approach Project.
   (b) Approving a Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida ("City") and Skanska USA Building, Inc. ("Skanska"), for preconstruction and construction services for the Pier Approach Project ("CMAR Agreement"); Authorizing the City Attorney to make non-substantive changes to the CMAR Agreement; Authorizing the Mayor or his designee to execute the CMAR Agreement; authorizing payment to Skanska in an amount not to exceed $200,000 for the preconstruction phase services.
   (c) Acknowledging receipt of the Concept Design Report for the Pier Approach Project prepared by W Architecture and Landscape Architecture, LLC ("A/E"); Approving the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida, and A/E to expand the scope of services (to add phases for detailed design, preparation of construction documents and construction administration services), increase the fees and costs owed a/e and modify other provisions for a total contract amount not to exceed $1,868,030; Authorizing the City Attorney’s Office to make non-substantive changes to the Amended and Restated Architect/Engineering Agreement and Authorizing the Mayor or his designee to execute the Amended and Restated Architect/Engineering Agreement.
4. **Report on Passenger Ferry Service Pilot Project - Interlocal Agreement and License & Operating Agreement**

5. **Fiscal policies for Fiscal Year 2017**

6. **Authorizing the Mayor or his designee to award a contract to T.L.C. Diversified, Inc. in the amount of $5,722,777 for the NE and NW Sludge Transfer Force Main, Pump Stations and Odor Control Project. (Engineering Project Numbers 13068-111, 13069-111, 14033-111; Oracle Nos. 14814, 14817 and 15450)**

7. **Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-04-GFY/W to the Agreement between the City of St. Petersburg and George F. Young, Inc., in the amount of $42,122, for construction phase services for the Odor Control Facilities at NE & NW Sludge Force Main Discharge Locations. (Engineering Project No. 14033-111; Oracle No. 15450)**

8. **Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-01-AEC/W to the Agreement between the City of St. Petersburg and AECOM Technical Services, Inc., in the amount of $88,890, for construction phase services for the NE and NW Sludge Transfer Pump Stations. (Engineering Project No. 13069-111; Oracle No. 14814)**

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

Setting August 25, 2016 as the public hearing date for the following proposed Ordinance(s):

1. **Approving a vacation of a 20-foot east/west alley in the block bounded by Central Avenue and 1st Avenue South between 4th Street South and 5th Street South. (City File 16-33000007)**

2. **Approving a vacation of air rights over 5th Street South located 65.82 feet north of Mound Park Avenue South, extending 18 feet to the north and 67 feet west across 5th Street South. (City File 16-33000008)**

3. **Approving a vacation of the western 71-foot portion of an east/west alley in the block bounded by 3rd Street North and 4th Street North between 5th Avenue North and 6th Avenue North. (City File 16-33000006)**

G. **New Business**

1. **Respectfully requesting City Council pass the attached resolution to support the Consumer Financial Protection Bureau’s regulations addressing payday loans and other high cost loans. (Councilmember Nurse)**

H. **Council Committee Reports**

1. **Energy, Natural Resources & Sustainability Committee (7/21/16)**

   (a) A Resolution of the City of St. Petersburg, Florida, regarding the elimination of ad valorem taxation of customer-sited solar devices installed at homes and businesses.

2. **Budget, Finance & Taxation Committee (7/28/16)**
(a) Approving the recommendation of the Budget, Finance and Taxation Committee to remove the Sunset Park Fitness Zone Project from the Weeki Wachee project list.

(b) Authorizing the issuance of not to exceed $50,000,000 City of St. Petersburg, Florida Public Utility Refunding Revenue Bond, Series 2016A, to currently refund all of the City's outstanding Public Utility Refunding Revenue Bonds, Series 2006, providing for the payment of such Bond from the net revenues of its public utility system on parity with certain Bonds heretofore issued by the City; providing for the sale and approval of the form of such Bond; appointing a Paying Agent and registrar for the Series 2016A Bond; appointing an Escrow Agent and approving the form of and authorizing the execution of an Escrow Deposit Agreement; making other covenants and agreements in connection therewith; providing certain other matters in connection therewith.

3. Public Services & Infrastructure Committee (7/28/16)

4. Housing Services Committee (7/28/16)

5. Committee of the Whole: South St. Petersburg Master Plan; Port Discussion (7/28/16)

I. Legal

J. Open Forum

K. Adjournment
Consent Agenda A
August 4, 2016

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. Authorizing the Mayor or his designee to award a contract to T.L.C. Diversified, Inc. in the amount of $5,722,777 for the NE and NW Sludge Transfer Force Main, Pump Stations and Odor Control Project. (Engineering Project Numbers 13068-111, 13069-111, 14033-111; Oracle Nos. 14814, 14817 and 15450) [MOVED TO REPORTS AS E-6]

2. Approving the purchase of fuel from James River Solutions, LLC, Inc. for the Fleet Management Department at an estimated annual cost of $4,031,350.
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. Rescinding an award to Sign Design of Florida dba Mid-Florida Signs & Graphics in the amount of $242,370 and awarding a contract to Don Bell Signs LLC for wayfinding signs for the Transportation & Parking Management Department at a total cost of $310,593.

2. Awarding a contract to JAM 5:20, Inc. in the amount of $138,865.00 for the Port Terminal Building-Port Security Office Relocation Project; approving a supplemental appropriation in the amount of $55,000 from the unappropriated balance of the Port Capital Improvement Fund (4093) to the Port Wharf Renovations/Improvements FY14 Project; and providing an effective date (Engineering Project No.14229-019, Oracle Project No. 14122).

(Public Works)

3. A resolution acknowledging the selection of ASRus, LLC and Leggette, Brashears & Graham, Inc. to provide miscellaneous professional services for Underground Injection Wells and Monitoring Wells Systems Projects for the City of St. Petersburg (City); authorizing the Mayor or his designee to execute the Citys standard form architect/engineering agreement.

4. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-04-GFY/W to the Agreement between the City of St. Petersburg and George F. Young, Inc., in the amount of $42,122, for construction phase services for the Odor Control Facilities at NE & NW Sludge Force Main Discharge Locations. (Engineering Project No. 14033-111; Oracle No. 15450) [MOVED TO REPORTS AS E-7]

5. Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-01-AEC/W to the Agreement between the City of St. Petersburg and AECOM Technical Services, Inc., in the amount of $88,890, for construction phase services for the NE and NW Sludge Transfer Pump Stations. (Engineering Project No. 13069-111; Oracle No. 14814) [MOVED TO REPORTS AS E-8]

(Appointments)

6. Reappointment of Gregory R. Holzwart as a regular member, non-category, to the Code Enforcement Board to fill a three-year term ending December 31, 2018.

(Miscellaneous)
7. Resolution approving an agreement between the City of St. Petersburg, Florida ("City") and The Looper Group, Inc. ("Agency") to provide a one-time grant to be used by Agency to purchase a new twenty-nine (29) passenger air-conditioned trolley ("Trolley") in the amount of $164,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

8. Approving the 2016 Pinellas County Technical Rescue Team Agreement; authorizing the Mayor or his designee to execute the 2016 Pinellas County Technical Rescue Team Agreement.

9. A resolution urging Florida Department of Transportation ("FDOT") Secretary Jim Boxold to confirm his letter of June 13, 2016, that FDOT will not transfer ownership of the Pinellas Bayway System ("Pinellas Bayway") if that means removing the availability of the Annual Commuter Pass and that FDOT will continue to work to fund the replacement of the Tierra Verde Bridge; instructing the City Clerk to transmit this resolution to certain persons and entities.

10. Confirming the Mayor’s appointment of Artesha Adras as a member of the St. Petersburg Housing Authority Board of Commissioners.
Note: An abbreviated listing of upcoming City Council meetings. Meeting Agenda
Civil Service Board
2 Alternate Members
(Term expires 6/30/17)

City Beautiful Commission
4 Regular Members
(Terms expire 12/31/16 and 12/31/18)
PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.

2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications, the Applicant bears the burden of proof. Waiver of Objection: at any time during this proceeding Council Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.

3. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.
   a. Presentation by City Administration.
   b. Presentation by Applicant followed by the Appellant, if different. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. If the Property Owner is neither the Applicant nor the Appellant (e.g., land use and zoning applications which the City initiates, historic designation applications which a third party initiates, etc.), they shall also be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last.
   c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed.

4. Public Hearing. A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.

5. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
MEMORANDUM
CITY OF ST. PETERSBURG

TO: The Honorable Amy Foster, Chair, and Members of City Council
FROM: Susan Ajoc, Community Services Director
SUBJECT: Ordinances Dissolving Two Neighborhood Dependent Special Districts

REQUEST: (A) Ordinance ___A Dissolving the Old Northeast Dependent Special District
(B) Ordinance ___B Dissolving the Round Lake Dependent Special District

EXPLANATION: In September 1992, two neighborhood Dependent Special Districts were created to provide additional funding for the original Northshore and Round Lake Neighborhood Plans. The residents within both neighborhoods wanted to show their financial commitment toward neighborhood revitalization and the neighborhood plan projects through self-assessment.

A dependent special district was created and a onetime non-ad valorem assessment of $35.00 per property occurred. Monies were to be used for improvements that would benefit each neighborhood as a whole. The Old Northeast and Round Lake Dependent Special Districts collected $67,000 and $43,000, respectively, for use within their communities. The monies for Old Northeast were used for their identity monuments while Round Lake (now known as Historic Uptown) used their funds for landscaping along their corridors.

The Dependent Special Districts have been inactive for many years; however, the State of Florida Department of Economic Opportunity requires an annual financial report and maintenance fee and recently, a district website.

COST/FUNDING ASSESSMENT INFORMATION
All funds were expended on projects as approved by the neighborhoods.

RECOMMENDATION
The Administration recommends 1) CONDUCT the first reading of the attached proposed ordinances; and 2) SET the second reading and adoption public hearing for August 4, 2016.

Attachments: Ordinance A (Historic Old Northeast Dependent Special District) and Ordinance B (Round Lake Dependent Special District)
ORDINANCE NO. ________________

AN ORDINANCE DISSOLVING THE OLD NORTHEAST DEPENDENT SPECIAL DISTRICT WHICH WAS CREATED BY ORDINANCE NO. 32-G; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council created the Old Northeast Dependent Special District through Ordinance No. 32-G in September, 1992; and

WHEREAS, this Special District has had no activity for many years; and

WHEREAS, pursuant to Section 6 of Ordinance 33-G and F.S. 189.4042, the Special District may only be dissolved by ordinance.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The Old Northeast Dependent Special District created by Ordinance No. 32-G in September, 1992, is hereby dissolved.

Section 2. Ordinance No. 32-G shall be of no further force or 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)

Administration
ORDINANCE NO. ____________

AN ORDINANCE DISSOLVING THE ROUND LAKE DEPENDENT SPECIAL DISTRICT WHICH WAS CREATED BY ORDINANCE NO. 33-G; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council created the Round Lake Dependent Special District through Ordinance No. 33-G in September, 1992; and

WHEREAS, this Special District has had no activity for many years; and

WHEREAS, pursuant to Section 6 of Ordinance 33-G and F.S. 189.4042, the Special District may only be dissolved by ordinance.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The Round Lake Dependent Special District created by Ordinance No. 33-G in September, 1992, is hereby dissolved.

Section 2. Ordinance No. 33-G shall be of no further force or 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:

[Signatures]

City Attorney (designee)      Administration
TO: The Honorable Amy Foster, Chair, and Members of City Council

DATE: Meeting of August 4, 2016

SUBJECT: A resolution, designating a new State of Florida Brownfield Area in the City of St. Petersburg, Florida, established in accordance with § 376.77-85, Florida Statutes, on property located at the northwest corner Burlington Avenue North and 31st Street North, as legally described herein, for the purpose of environmental rehabilitation and economic redevelopment; authorizing the Mayor or his designee to notify the Florida Department of Environmental Protection of said designation and to take such other actions and execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: 31 Burlington, Ltd. (“31 Burlington”) is the current owner of property located at the northwest corner of Burlington Avenue North and 31st Street North (“Property”). A map of the site boundaries and a legal description of the Property is included as Attachment B. 31 Burlington plans to redevelop the Property into an affordable residential rental building for elderly tenants, consisting of fifty-three 1-bedroom and 2-bedroom units.

Due to the perception of contamination that exists on the Property, 31 Burlington has applied for a Brownfield designation. Designating the site a brownfield would allow 31 Burlington access to financial and regulatory incentives provided by the Brownfield Program.

The State of Florida established the Brownfield Program to assist local governments with redevelopment projects. The Program provides incentives to businesses and local governments to redevelop designated brownfield sites and/or areas. Evidence of contamination is not an eligibility requirement for State Brownfields designation, and designation alone does not imply that a property is contaminated. However, to receive program incentives a site or area must be designated a brownfield and have a Brownfield Site Rehabilitation Agreement. The designation does not render the City of St. Petersburg liable for costs of site rehabilitation or contamination source removal.

Under Section 376.80(2)(c), Florida Statutes, a local government shall provide notice and adopt a resolution to designate the brownfield area pursuant to Section 376.80(1)(c), Florida Statutes, if the applicant establishes the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site;

Response: 31 Burlington owns the property and has agreed to rehabilitate the site.
2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in Section 420.0004, Florida Statutes, or the creation of recreational areas, conservation areas, or parks.

Response: All units of the Property will be rented to Income Eligible Households under the Low Income Housing Tax Credit program; therefore, the Property will provide affordable housing units as defined in Section 420.0004, Florida Statutes, and is not subject to job creation requirements. The redevelopment budget will be approximately $12 million and support approximately 60 temporary construction jobs.

3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permitted use under the applicable local land development regulations;

Response: The redevelopment of the Property is consistent with the local comprehensive plan and land development regulations.

4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to Section 376.80(1)(c), Florida Statutes, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area;

Response: The applicant held a community meeting on June 8, 2016 from 6:30pm to 8:00pm at the King of Peace Metropolitan Community Church, 3150 5th Avenue North. Notice of the proposed designation, community meeting, and public hearings was made at the Property, in the Pinellas County Section of the Tampa Bay Times, and in the Pinellas County community bulletin section of Craigslist. These two public hearings were announced at the July 14, 2016 City Council meeting.

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site;

Response: The total capital budget of approximately $12 million for the Project is to be fully funded through a contribution of debt and equity. The applicant has received a term sheet from TD Bank, N.A.
Staff has determined that the Property adequately addresses the above criteria and consequently, meets the statutory requirements necessary to be designated a new State of Florida Brownfield Area.

RECOMMENDATION: Administration recommends that City Council conduct the first public hearing and set the second reading and adoption public hearing for August 25, 2016.

COST/FUNDING ASSESSMENT: N/A

ATTACHMENTS: Attachment A: Resolution
Attachment B: Project Location Map & Legal Description
Resolution No. 2016-_____

A RESOLUTION, DESIGNATING A NEW STATE OF FLORIDA BROWNFIELD AREA IN THE CITY OF ST. PETERSBURG, FLORIDA, ESTABLISHED IN ACCORDANCE WITH § 376.77-85, FLORIDA STATUTES, ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF BURLINGTON AVENUE NORTH AND 31ST STREET NORTH, AS DEFINED AND DEPICTED IN ATTACHMENT “B” ATTACHED HERETO AND MADE A PART HEREOF, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC REDEVELOPMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION AND TO TAKE SUCH OTHER ACTIONS AND EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided in §§ 376.77-376.85, Florida Statutes, ("Brownfield Redevelopment Act") for the designation by resolution of certain contiguous areas consisting of one or more Brownfield Sites as Brownfield Areas, and for the corresponding provision of environmental remediation, rehabilitation and economic redevelopment for such areas; and

WHEREAS, the property owner wishes to designate certain property located at the Northwest Corner of Burlington Avenue North and 31st Street North, as defined and depicted in Attachment “B” which is attached hereto and made a part hereof, for rehabilitation and economic development for the purposes set forth in the Brownfield Redevelopment Act; and

WHEREAS, upon approval of the designation of the Area, the City shall notify the Florida Department of Environmental Protection of its decision to designate a new Brownfield Area for rehabilitation and economic redevelopment for the purposes set forth in the Brownfield Redevelopment Act; and

WHEREAS, the subject property satisfies the criteria for designation set forth in § 376.80(2)(c)(1), Florida Statutes, namely: (i) agreement to redevelop the brownfield site, (ii) economic productivity, (iii) consistency with the local comprehensive plan and land development regulations, (iv) public notice pursuant to § 376.80(1)(c), and (v) reasonable financial assurance the project can be completed; and

WHEREAS, the City has complied with the requirements of the Brownfield Redevelopment Act and the procedures set forth in § 166.041, Florida Statue, have been followed,
and proper notice has been provided in accordance with § 376.80(1) and (2)(c) and 166.041(3)(c) 2, Florida Statues; and

WHEREAS, such designation shall not render the City of St. Petersburg liable for costs of site remediation, rehabilitation and economic development or source removal, as those terms are defined in § 376.79(14) and (15), Florida Statutes, or for any other costs, above and beyond those costs attributed to the City of St. Petersburg’s role as administrator of a Brownfield Area Site Remediation and Rehabilitation Program.

NOW THEREFORE, BE IT RESOLVED by the City Council of St. Petersburg, Florida that the designation of a new State of Florida Brownfield Area in the City of St. Petersburg, Florida, established in accordance with § 376.77-85, Florida Statutes, on property located at the Northwest Corner of Burlington Avenue North and 31st Street North, as defined and depicted in Attachment “B” attached hereto and made a part hereof, for the purpose of environmental rehabilitation and economic redevelopment is approved; and the Mayor or his designee is authorized to notify the Florida Department of Environmental Protection of said designation and to execute all documents necessary to effectuate this Resolution; and

This Resolution shall become effective immediately upon its adoption.

APPROVALS: Administration:

Budget: N/A

Legal:
Attachment B

Location Map

Legal Description

Parcel ID Number: 23-31-16-43530-001-0011
IZZO GOOSEPOND SUB BLK 1, E 214.3FT OF LOT 1

Parcel ID Number 23-31-16-43530-001-0010
IZZO GOOSEPOND SUB BLK 1, W 114.31FT OF LOT 1
TO: The Honorable Amy Foster, Chair, and Members of City Council

DATE: Meeting of August 4, 2016

SUBJECT: A resolution, designating a new State of Florida Brownfield Area in the City of St. Petersburg, Florida, established in accordance with § 376.77-85, Florida Statutes, on property located at the northwest corner Burlington Avenue North and 32nd Street North, as legally described herein, for the purpose of environmental rehabilitation and economic redevelopment; authorizing the Mayor or his designee to notify the Florida Department of Environmental Protection of said designation and to take such other actions and execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: Burlington Post, Ltd. (“Burlington Post”) is the current owner of property located at the northwest corner of Burlington Avenue North and 32nd Street North (“Property”). A map of the site boundaries and a legal description of the Property is included as Attachment B. Burlington Post plans to redevelop the Property into a 5-story affordable residential rental building for elderly tenants, consisting of eighty-six 1-bedroom and 2-bedroom units.

Due to the perception of contamination that exists on the Property, Burlington Post has applied for a Brownfield designation. Designating the site a brownfield would allow Burlington Post access to financial and regulatory incentives provided by the Brownfield Program.

The State of Florida established the Brownfield Program to assist local governments with redevelopment projects. The Program provides incentives to businesses and local governments to redevelop designated brownfield sites and/or areas. Evidence of contamination is not an eligibility requirement for State Brownfields designation, and designation alone does not imply that a property is contaminated. However, to receive program incentives a site or area must be designated a brownfield and have a Brownfield Site Rehabilitation Agreement. The designation does not render the City of St. Petersburg liable for costs of site rehabilitation or contamination source removal.

Under Section 376.80(2)(c), Florida Statutes, a local government shall provide notice and adopt a resolution to designate the brownfield area pursuant to Section 376.80(1)(c), Florida Statutes, if the applicant establishes the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site;
Response: Burlington Post controls the Property by virtue of a 99-year Ground Lease Agreement and has agreed to rehabilitate the site.

2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in Section 420.0004, Florida Statutes, or the creation of recreational areas, conservation areas, or parks;

Response: All units of the Property will be rented to Income Eligible Households under the Low Income Housing Tax Credit program; therefore, the Property will provide affordable housing units as defined in Section 420.0004, Florida Statutes, and is not subject to job creation requirements. The redevelopment budget will be approximately $18 million and support approximately 80 temporary construction jobs.

3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations;

Response: The redevelopment of the Property is consistent with the local comprehensive plan and land development regulations.

4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to Section 376.80(1)(c), Florida Statutes, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area;

Response: The applicant held a community meeting on June 8, 2016 from 6:30pm to 8:00pm at the King of Peace Metropolitan Community Church, 3150 5th Avenue North. Notice of the proposed designation, community meeting, and public hearings was made at the Property, in the Pinellas County Section of the Tampa Bay Times, and in the Pinellas County community bulletin section of Craigslist. These two public hearings were announced at the July 14, 2016 City Council meeting.

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site;

Response: The total capital budget of approximately $18 million for the Project is to be fully funded through a contribution of debt and equity. The applicant has received letters of intent from Raymond James and Chase Bank.
Staff has determined that the Property adequately addresses the above criteria and consequently, meets the statutory requirements necessary to be designated a new State of Florida Brownfield Area.

RECOMMENDATION: Administration recommends that City Council conduct the first public hearing and set the second reading and adoption public hearing for August 25, 2016.

COST/FUNDING ASSESSMENT: N/A

ATTACHMENTS: Attachment A: Resolution
Attachment B: Project Location Map & Legal Description
Resolution No. 2016-________

A RESOLUTION, DESIGNATING A NEW STATE OF FLORIDA BROWNFIELD AREA IN THE CITY OF ST. PETERSBURG, FLORIDA, ESTABLISHED IN ACCORDANCE WITH § 376.77-85, FLORIDA STATUTES, ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF BURLINGTON AVENUE NORTH AND 32ND STREET NORTH, AS DEFINED AND DEPICTED IN ATTACHMENT “B” ATTACHED HERETO AND MADE A PART HEREOF, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC REDEVELOPMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION AND TO TAKE SUCH OTHER ACTIONS AND EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided in §§ 376.77-376.85, Florida Statutes, (“Brownfield Redevelopment Act”) for the designation by resolution of certain contiguous areas consisting of one or more Brownfield Sites as Brownfield Areas, and for the corresponding provision of environmental remediation, rehabilitation and economic redevelopment for such areas; and

WHEREAS, the property owner wishes to designate certain property located at the Northwest Corner of Burlington Avenue North and 32nd Street North, as defined and depicted in Attachment “B” which is attached hereto and made a part hereof, for rehabilitation and economic development for the purposes set forth in the Brownfield Redevelopment Act; and

WHEREAS, upon approval of the designation of the Area, the City shall notify the Florida Department of Environmental Protection of its decision to designate a new Brownfield Area for rehabilitation and economic redevelopment for the purposes set forth in the Brownfield Redevelopment Act; and

WHEREAS, the subject property satisfies the criteria for designation set forth in § 376.80(2)(c)(1), Florida Statutes, namely: (i) agreement to redevelop the brownfield site, (ii) economic productivity, (iii) consistency with the local comprehensive plan and land development regulations, (iv) public notice pursuant to § 376.80(1)(c), and (v) reasonable financial assurance the project can be completed; and

WHEREAS, the City has complied with the requirements of the Brownfield Redevelopment Act and the procedures set forth in § 166.041, Florida Statute, have been followed,
and proper notice has been provided in accordance with § 376.80(1) and (2)(c) and 166.041(3)(c) 2, Florida Statues; and

WHEREAS, such designation shall not render the City of St. Petersburg liable for costs of site remediation, rehabilitation and economic development or source removal, as those terms are defined in § 376.79(14) and (15), Florida Statutes, or for any other costs, above and beyond those costs attributed to the City of St. Petersburg’s role as administrator of a Brownfield Area Site Remediation and Rehabilitation Program.

NOW THEREFORE, BE IT RESOLVED by the City Council of St. Petersburg, Florida that the designation of a new State of Florida Brownfield Area in the City of St. Petersburg, Florida, established in accordance with § 376.77-85, Florida Statutes, on property located at the Northwest Corner of Burlington Avenue North and 32nd Street North, as defined and depicted in Attachment “B” attached hereto and made a part hereof, for the purpose of environmental rehabilitation and economic redevelopment is approved; and the Mayor or his designee is authorized to notify the Florida Department of Environmental Protection of said designation and to execute all documents necessary to effectuate this Resolution; and

This Resolution shall become effective immediately upon its adoption.

APPROVALS: Administration: ________________________

Budget: N/A

Legal: ________________________
Legal Description

Parcel ID Number: 23-31-16-00000-220-1600
FROM SW COR OF NW 1/4 OF NW 1/4 RUN E 446FT & N 30 FT FOR POB TH N 270FT TH E 100FT TH S 270FT TH W 100 FT TO POB

Parcel ID Number 23-31-16-00000-220-1000
(US POSTAL SERVICE LEASE) FROM SW COR OF NW 1/4 OF NW 1/4 RUN E 546FT (S) & N 30FT FOR POB TH N 270FT TH E 250FT TH S 270FT TH W 250FT TO POB CONT 1.55AC (C)
ST. PETERSBURG CITY COUNCIL

Report (a)

TO: The Honorable Amy Foster, Chair and Members of City Council

SUBJECT: A Resolution authorizing a supplemental appropriation in the amount of $19,500,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from Public Service Tax Revenue Bonds, Series 2016B proceeds, to the Pier Approach Project (15377) for the Pier Approach Project; and providing an effective date.

EXPLANATION: The City issued Public Service Tax Revenue Bonds, Series 2016B ("Bond Proceeds"), which provided $20,000,000 of project funding for the Pier Approach Project.

On April 7, 2016, City Council approved Resolution No. 2016-151 authorizing a supplemental appropriation in the amount of $500,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from Bond Proceeds, to the Pier Approach Project (15377) for the Pier Approach Project. That funding was for (i) W Architecture and Landscape Architecture, LLC ("W Architecture") to provide concept design services pursuant to the A/E Agreement between W Architecture and the City of St. Petersburg, Florida dated January 21, 2016 and (ii) other project related costs associated with the Pier Approach project.

Administration is now requesting a supplemental appropriation in the amount of $19,500,000 (the remaining Bond Proceeds) for the remaining design and construction administration services to be provided by W Architecture and Landscape Architecture, LLC; (ii) Skanska USA Building, Inc. to provide pre-construction and construction phase services; (iii) the cost of construction of restaurant shell space or other tenant improvements; and (iv) other project related costs and contingencies associated with the Pier Approach project such as project management and inspection services, testing and other consulting services, site infrastructure improvements and public art contribution.

RECOMMENDATION: Administration recommends authorizing a supplemental appropriation in the amount of $19,500,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from Public Service Tax Revenue Bonds, Series 2016B proceeds, to the Pier Approach Project (15377) for the Pier Approach Project.

COST/FUNDING/ASSESSMENT INFORMATION: $19,500,000 will be available for the Pier Approach Project after a supplemental appropriation in the amount of $19,500,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from Public Service Tax Revenue Bonds, Series 2016B proceeds, to the Pier Approach Project (15377) for the Pier Approach Project.

Attachments: Resolution

Approvals: 

[Signature]
Administrative

[Signature]
Budget
RESOLUTION NO. 2016-____

A RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $19,500,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM PUBLIC SERVICE TAX REVENUE BONDS, SERIES 2016B PROCEEDS, TO THE PIER APPROACH PROJECT (15377) FOR THE PIER APPROACH PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Public Service Tax Revenue Bonds, Series 2016B ("Bond Proceeds"), which provided $20,000,000 of project funding for the Pier Approach Project; and

WHEREAS, on April 7, 2016, City Council approved Resolution No. 2016-151 authorizing a supplemental appropriation in the amount of $500,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from Bond Proceeds, to the Pier Approach Project (15377) for the Pier Approach Project; and

WHEREAS, such funding was for (i) W Architecture and Landscape Architecture, LLC ("W Architecture") to provide concept design services pursuant to the A/E Agreement between W Architecture and the City of St. Petersburg, Florida dated January 21, 2016 and (ii) other project related costs associated with the Pier Approach Project; and

WHEREAS, the remaining Bond proceeds in the amount of $19,500,000 are for (i) the remaining design and construction administration services to be provided by W Architecture and Landscape Architecture, LLC; (ii) Skanska USA Building, Inc. to provide pre-construction and construction phase services; (iii) the cost of construction of restaurant shell space or other tenant improvements; and (iv) other project related costs and contingencies associated with the Pier Approach project such as project management and inspection services, testing and other consulting services, site infrastructure improvements and public art contribution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from Public Service Tax Revenue Bonds, Series 2016B bond proceeds for the Pier Approach Project the following supplemental appropriation for FY16:

<table>
<thead>
<tr>
<th>General Capital Improvement Fund (3001)</th>
<th>$19,500,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pier Approach Project (15377)</td>
<td></td>
</tr>
</tbody>
</table>

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signatures]

Administrative

[Signatures]

Budget & Management
ST. PETERSBURG CITY COUNCIL

Meeting of August 4, 2016

Report (b)

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: Approving a Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida ("City") and Skanska USA Building, Inc. ("Skanska"), for preconstruction and construction services for the Pier Approach Project ("CMAR Agreement"); Authorizing the City Attorney to make non-substantive changes to the CMAR Agreement; Authorizing the Mayor or his designee to execute the CMAR Agreement; authorizing payment to Skanska in an amount not to exceed $200,000 for the preconstruction phase services; and providing an effective date.

EXPLANATION: On January 8, 2016, the Procurement and Supply Management Department, in collaboration with the Engineering and Capital Improvements Department, issued a Request for Proposals No. 7946 entitled “958-26 Construction Manager at Risk with Guaranteed Maximum Price for the Pier Approach Project”. The City received five (5) proposals from qualified construction managers and on February 22, 2016, the evaluation committee selected Skanska USA Building Inc. ("Skanska").

After City Council approval, the City and Skanska will enter into a construction manager at risk agreement with a guaranteed maximum price ("CMAR Agreement"). The CMAR Agreement will be substantially similar to the current construction manager at risk agreement with a guaranteed maximum price between the City and Skanska for preconstruction and construction phase services for the new St. Petersburg Pier project.

Skanska will provide preconstruction phase services and construction phase services in accordance with the terms and conditions set forth in the CMAR Agreement. Skanska shall provide a guaranteed maximum price (GMP) proposal, which shall become a part of the CMAR Agreement via a GPM Amendment, for the construction of the Pier Approach within the City's construction cost budget. Skanska shall also comply with the City's local hiring ordinance provisions.

Preconstruction services begin with Skanska working closely with W-Architecture and Landscape Architecture ("A/E") to develop a cost plan, which is a deliverable required to be provided A/E at the end of the Schematic Design Phase. Further, Skanska will provide preconstruction services that include but are not limited to refinement of cost estimates during the design phases (as identified in the Amended and Restated Architect/Engineering Agreement between the City and A/E), constructability reviews, value engineering, project scheduling and procurement coordination. At the conclusion of the Preconstruction Phase, the Construction Manager shall provide a GMP proposal to the City that shall not exceed the City's construction cost budget. The Preconstruction Phase fees are as follows:

| Total Preconstruction Phase Fee | $ 200,000 |
The Construction Phase shall commence upon City Council’s approval of a Guaranteed Maximum Price Amendment ("GMP Amendment") and the issuance of a Notice to Proceed. The GMP Amendment will include the Cost of the Work plus the Construction Manager’s Fee. During the Construction Phase, the Construction Manager will assume the responsibility as the contractor and will proceed to construct the Pier Approach. All construction work will be competitively bid out by Skanska in accordance with the terms and conditions set forth in the CMAR Agreement.

Skanska has extensive experience with constructing landmark structures and waterfront parks while working with renowned design professionals, including the Tampa Museum of Art, Curtis Hixon Waterfront Park and Julian B. Lane Park. In the capacity of Construction Manager, Skanska has successfully constructed waterfront park projects.

Skanska’s Florida headquarters is located in Tampa and as such and due to Skanska’s extensive experience in construction in the west central Florida area, including Pinellas County, Skanska has a thorough understanding of the local construction conditions, the subcontractors, suppliers and the “marketplace”, all valuable in getting the best pricing and delivery conditions.

RECOMMENDATION: Administration recommends City Council approve the attached resolution approving a Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida ("City") and Skanska USA Building, Inc. ("Skanska"), for preconstruction and construction services for the Pier Approach Project ("CMAR Agreement"); Authorizing the City Attorney to make non-substantive changes to the CMAR Agreement; Authorizing the Mayor or his designee to execute the CMAR Agreement; authorizing payment to Skanska in an amount not to exceed $200,000 for the preconstruction phase services; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: The $200,000 for the preconstruction phase services will be available after a supplemental appropriation in the amount of $19,500,000 from the increase in the unappropriated balance of the General Capital Improvement Fund, resulting from the Series 2016B Bond proceeds to the Pier Approach Project (15377).

ATTACHMENTS: Resolution

APPROVALS:  

00280094Final
RESOLUTION NO. 2016-___

APPROVING A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND SKANSKA USA BUILDING, INC. ("SKANSKA"), FOR PRECONSTRUCTION AND CONSTRUCTION SERVICES FOR THE PIER APPROACH PROJECT ("CMAR AGREEMENT"); PROVIDING THAT, CONSISTENT WITH INDUSTRY STANDARDS, THE GUARANTEED MAXIMUM PRICE WILL NOT INCLUDE POTENTIAL ADDITIONAL COSTS ASSOCIATED WITH CONCEALED OR UNKNOWN CONDITIONS THAT DIFFER MATERIALLY FROM THOSE (I) IN THE CMAR AGREEMENT OR (II) ORDINARILY FOUND TO EXIST AND GENERALLY RECOGNIZED AS INHERENT IN THE CONSTRUCTION ACTIVITIES PROVIDED FOR IN THE CMAR AGREEMENT; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE CMAR AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CMAR AGREEMENT; AUTHORIZING PAYMENT TO SKANSKA IN AN AMOUNT NOT TO EXCEED $200,000 FOR THE PRECONSTRUCTION PHASE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued Request For Proposals ("RFP") 7946, Construction Manager at Risk ("CMAR") services with a Guaranteed Maximum Price for the Pier Approach Project on January 8, 2016; and

WHEREAS, the Procurement & Supply Management Department received five (5) proposals in response to the RFP for CMAR services; and

WHEREAS, based on proposal materials submitted by the five (5) firms, the evaluation committee selected Skanska USA Building, Inc. ("Skanska"); and

WHEREAS, the City wishes to contract with Skanska for preconstruction and construction services for the Pier Approach Project and Skanska wishes to accept such duties and responsibilities on all the terms and conditions set forth in the CMAR Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Skanska USA Building Inc. ("Skanska") for preconstruction and construction services for the Pier Approach Project ("CMAR Agreement") is hereby approved.

BE IT FURTHER RESOLVED, that, consistent with industry standards, the guaranteed maximum price will not include potential additional costs associated with concealed or unknown conditions that differ materially from those (i) in the CMAR Agreement or (ii) ordinarily found
to exist and generally recognized as inherent in the construction activities provided for in the CMAR Agreement.

BE IT FURTHER RESOLVED that the City Attorney is authorized to make non-substantive changes to the CMAR Agreement to correct typographical errors and clarify provisions of the CMAR Agreement to conform to City Council’s direction.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the CMAR Agreement.

BE IT FURTHER RESOLVED that payment to Skanska in an amount not to exceed $200,000 for preconstruction phase services is hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)  Administration

00280044Final
ST. PETERSBURG CITY COUNCIL  
Meeting of August 4, 2016

Report (c)

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: Acknowledging receipt of the Concept Design Report for the Pier Approach Project prepared by W Architecture and Landscape Architecture, LLC (“A/E”); Approving the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida, and A/E to expand the scope of services (to add phases for detailed design, preparation of construction documents and construction administration services), increase the fees and costs owed a/e and modify other provisions for a total contract amount not to exceed $1,868,030; Authorizing the City Attorney’s Office to make non-substantive changes to the Amended and Restated Architect/Engineering Agreement and Authorizing the Mayor or his designee to execute the Amended and Restated Architect/Engineering Agreement.

EXPLANATION: On January 21, 2016, City Council approved the architect/engineering agreement between the City of St. Petersburg (“City”) and W – Architecture and Landscape Architecture, LLC (“A/E”) in the amount of $318,030 for the Concept Design Phase of the Pier Approach project.

The primary goal of the Concept Design Phase was to develop a concept that conforms and incorporates the programmatic requirements of the St. Petersburg Downtown Waterfront Master Plan (DWMP), obtain public input and consensus, and compliment the thematic features of the new St. Petersburg Pier, resulting in a seamless Pier District. The Concept Design Report includes a conceptual site plan which is the result of input from workshops with City staff, stakeholder meetings, public input and informational exchanges and collaboration and coordination with the Associated Space Design Inc. in association with Rogers Partners (“ASD/Rogers Partners”), the team designing the New St. Petersburg Pier. The final concept design includes potential concept refinements and enhancements as well as a cost plan reflective of the input received and ensuring that the refined concept can be constructed within the final construction cost budget.

After City Council approval, the City and A/E will enter into an amended and restated architect/engineering agreement ("Amended and Restated Architect/Engineering Agreement"). The terms and conditions will be substantially similar to the architect/engineering agreement between the City and ASD/Rogers Partners.

Once the Amended and Restated Architect/Engineering Agreement is executed, Administration will authorize A/E to proceed with the schematic and detailed design development services, preparation of the construction documents and construction administration phase services. The next phase is the Schematic Design Phase which will provide a process to evaluate the Pier Approach concept relative to the construction cost budget and to ensure that the concept can be constructed within that budget. A/E is also responsible for coordinating the civil infrastructure.
for the entire Pier District. This includes transportation, utilities, stormwater design and environmental permitting.

The Design Development Phase will provide the technical documents to further detail the architectural, landscape, civil, structural, mechanical and electrical systems required for the complete design of the project. Updates and refinements to the project will be evaluated by the A/E along with Skanska (the construction manager for the project) in producing the various estimates during the design phases. Upon completion and acceptance of the Design Development documents, Administration will authorize A/E to commence with the final phase of design, the Construction Document Phase.

The Construction Document Phase will complete all detailed design required and include preparation of construction documents for final permitting and use by Skanska in providing a Guaranteed Maximum Price proposal and for use by Skanska in the construction of the Pier Approach. Concurrent with the detailed design phases, A/E team will continue to work with the regulatory agencies to complete the environmental permitting, further refine the concept and inform the public of the project’s development.

The remaining design phase services are planned to be completed within 300 days, or by June of 2017. Administration anticipates obtaining a Guaranteed Maximum Price proposal from Skanska before the completion of the Construction Document Phase.

It is anticipated that the design and construction document preparation, along with all the regulatory permitting could be completed such that construction of the Pier Approach could commence in the Fall of 2017.

Amended and Restated Agreement includes the following initial phase and associated lump sum fees and costs:

- Phase I - Concept Design Phase (completed) $318,030 (Paid)
- Phase II - Schematic Design $316,500
- Phase III - Design Development $407,000
- Phase IV – Construction Document $425,500
- Phase V – Construction Administration $301,000
- Reimbursable Cost & Contingency $100,000

Total Not to Exceed Fee $1,868,030

**RECOMMENDATION:** Acknowledging receipt of the Concept Design Report for the Pier Approach Project prepared by W-Architecture and Landscape, LLC ("A/E"); Approving the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida, and A/E to expand the scope of services (to add phases for detailed design, preparation of
construction documents and construction administration services), increase the fees and costs and modify other provisions for a total contract amount not to exceed $1,868,030; Authorizing the City Attorney’s Office to make non-substantive changes to the Amended and Restated Architect/Engineering Agreement and Authorizing the Mayor or his designee to execute the Amended and Restated Architect/Engineering Agreement.

**COST/FUNDING INFORMATION:** Funds needed for the Amended and Restated Architect/Engineering Agreement will be available after the supplemental appropriation in the amount of $19,500,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the Public Service Tax Revenue Bonds, Series 2016B Bond proceeds to the Pier Approach Project (15377), Report (a).

**ATTACHMENTS:** Resolution

**APPROVALS:** 

[Signed]  
Administrative  
Budget

00280105FINAL
RESOLUTION NO. __

A RESOLUTION ACKNOWLEDGING RECEIPT OF THE CONCEPT DESIGN REPORT FOR THE PIER APPROACH PROJECT PREPARED BY W ARCHITECTURE AND LANDSCAPE ARCHITECTURE, LLC ("A/E"); APPROVING THE AMENDED AND RESTATED ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND A/E TO EXPAND THE SCOPE OF SERVICES (TO ADD PHASES FOR DETAILED DESIGN, PREPARATION OF CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES), INCREASE THE FEES AND COSTS OWED A/E AND MODIFY OTHER PROVISIONS FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $1,868,030; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AMENDED AND RESTATED ARCHITECT/ENGINEERING AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDED AND RESTATED ARCHITECT/ENGINEERING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") through its Engineering & Capital Improvements Department issued a Request for Proposals ("RFP") for the Pier Approach Design and Construction Administration Services on July 27, 2015; and

WHEREAS, the selection committee for the RFP process ranked the W Architecture and Landscape Architecture, LLC. ("A/E"), as the most qualified firm to provide Pier Approach Design and Construction Administration Services; and

WHEREAS, the existing architect/engineering agreement between the City and A/E for A/E to provide concept design services for the Pier Approach Project in the amount not to exceed $318,030 was approved by City Council on January 21, 2016; and

WHEREAS, A/E has performed the concept design services and provided the concept design deliverables; and

WHEREAS, A/E has been paid $318,030 for performing such services and providing such deliverables; and

WHEREAS, the City and A/E desire to amend the existing agreement to expand the scope of services (to add phases for detailed design, preparation of construction documents and construction administration services), increase the fees and costs owed A/E, and modify other provisions; and

WHEREAS, the City and A/E desire to execute an amended and restated architect/engineering agreement ("Amended and Restated Architect/Engineering Agreement"); and
WHEREAS, A/E has agreed to the terms and conditions set forth in the Amended and Restated Architect/Engineering Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby acknowledges receipt of the Concept Design Report for the Pier Approach Project prepared by W Architecture and Landscape, LLC ("A/E").

BE IT FURTHER RESOLVED that the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida, and A/E to expand the scope of services (to add phases for detailed design, preparation of construction documents and construction administration services), increase the fees and costs owed A/E, and modify other provisions for a total contract amount not to exceed $1,868,030 is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the Amended and Restated Architect/Engineering Agreement to correct typographical errors and clarify provisions of the Amended and Restated Architect/Engineering Agreement to conform to City Council’s direction.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Amended and Restated Architect/Engineering Agreement and all other associated documents.

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)

Administration
TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: Approving the License and Operating Agreement between the City of St. Petersburg, Florida ("City"), and HMS Ferries, Inc. ("HMS") for HMS to manage and operate a pilot passenger ferry service between St. Petersburg and Tampa ("Pilot Ferry Service"); Approving the Interlocal Agreement between the City and Pinellas County, Florida, City of Tampa, Florida, and Hillsborough County, Florida for funding for the Pilot Ferry Service; Authorizing the Mayor or his designee to execute the License and Operating Agreement, Interlocal Agreement and all other necessary documents; Authorizing a supplemental appropriation in the amount of $1,350,000 from the unappropriated balance of the General Fund (0001), $1,050,000 resulting from funding received pursuant to the Interlocal Agreement and $300,000 from the General Fund (0001) BP Settlement Funding, to City Development Administration (1001241) to provide funding for the Pilot Ferry Service; Approving a transfer in the amount of $50,000 from the unappropriated fund balance of the Parking Revenue Fund (1021) to the General Fund (0001) and a supplemental appropriation in the amount of $50,000 from the unappropriated balance of the General Fund (0001), resulting from the above transfer, to the City Development Administration (1001241) to provide funding for the landside improvements required to be made by the City in support of the Pilot Ferry Service.

EXPLANATION: City Council approved a resolution at the June 9, 2016 City Council meeting authorizing the Mayor to develop a license and operating agreement with HMS Ferries, Inc. ("HMS") for the a pilot passenger ferry service ("Pilot Ferry Service") based upon the primary business points agreed to between the City and HMS and an Interlocal Agreement with Pinellas County, Hillsborough County and the City of Tampa to provide funding for the Pilot Ferry Service. The City Council resolution approved on June 9, 2016, also affirmed the City’s commitment of $350,000 (from BP Settlement funds) for this Pilot Ferry Service. Subsequently, at City Council’s June 16, 2016 meeting, approval was given to advance fund $50,000 of the BP Settlement funds for several long lead time items.

City Administration has developed the attached License and Operating Agreement and Interlocal Agreement subject to City Council’s approval.

License and Operating Agreement
The License and Operating Agreement between the City and HMS sets forth the terms and conditions for the implementation, management and operation of the Pilot Ferry Service. It provides for a pilot project with ferry service planned to start on November 1, 2016. HMS will be paid $1,350,000 in accordance with the payment terms set forth in the agreement to manage and operate the Pilot Ferry Service. This amount is in addition to the $50,000 previously provided HMS pursuant to a letter agreement to advance funding for several long lead-time items. $1,050,000 of the funding will come from the Interlocal
Agreement discussed below. The License and Operating Agreement provides that HMS shall refund the City for all or a portion of the payments made pursuant to the agreement if the ferry service does not commence by November 29, 2016 or ceases operation prior to April 30, 2016.

Pursuant to the License and Operating Agreement, the City has responsibility for development of landside improvements (e.g. drive aisles, seawall modifications, utility improvements, permitting). These improvements are budgeted at a not to exceed amount of $50,000 with funding coming from the City’s Parking Revenue Fund.

In addition to the $1,350,000, HMS will receive the first $125,000 of operating revenues to offset additional project costs not covered by the government funding.

**Interlocal Agreement**

An Interlocal Agreement between the City of St. Petersburg and the City of Tampa, Pinellas County and Hillsborough County has been developed to financially support the Pilot Ferry Service. Each participating government will contribute $350,000 to the City for a total of $1,050,000 of the $1,350,000 to be provided for the Pilot Ferry Service pursuant to the License and Operating Agreement.

St. Petersburg has already funded $50,000 of its $350,000 commitment per City Council approval on June 16th. The City will need to appropriate the $300,000 balance of its commitment to the Pilot Ferry Service, along with the $1,050,000 received from the other governmental entities under the Interlocal Agreement, to provide the funding required by the License and Operating Agreement.

**RECOMMENDATION:** City Administration recommends approval of the attached Resolution.

**COST/FUNDING/ASSESSMENT INFORMATION:** A supplemental appropriation in the amount of $1,350,000 from the unappropriated balance of the General Fund (0001), $1,050,000 resulting from funding received pursuant to the Interlocal Agreement and $300,000 from the General Fund (0001) BP Settlement Funding, to City Development Administration (1001241) is needed to provide funding for HMS to implement, manage and operate the Pilot Ferry Service pursuant to the License and Operating Agreement. A transfer in the amount of $50,000 from the unappropriated fund balance of the Parking Revenue Fund (1021) to the General Fund (0001) and a supplemental appropriation in the amount of $50,000 from the unappropriated balance of the General Fund (0001), resulting from the above transfer, to the City Development Administration (1001241) is needed to provide funding for landside improvements required to be made by the City pursuant to the License and Operating Agreement.

**ATTACHMENTS:** Resolution, License and Operating Agreement and Interlocal Agreement

**APPROVALS:**

[signature]

City Development Administration

[signature]

Budget & Management

Doris C. Fuller 7.27.16
RESOLUTION NO. 2016-____

A RESOLUTION APPROVING THE LICENSE AND OPERATING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY"), AND HMS FERRIES, INC. ("HMS") FOR HMS TO MANAGE AND OPERATE A PILOT PASSENGER FERRY SERVICE BETWEEN ST. PETERSBURG AND TAMPA ("PILOT FERRY SERVICE"); APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND PINELLAS COUNTY, FLORIDA, CITY OF TAMPA, FLORIDA, AND HILLSBOROUGH COUNTY, FLORIDA FOR FUNDING FOR THE PILOT FERRY SERVICE; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE LICENSE AND OPERATING AGREEMENT AND THE INTERLOCAL AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LICENSE AND OPERATING AGREEMENT, INTERLOCAL AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,350,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), $1,050,000 RESULTING FROM FUNDING RECEIVED PURSUANT TO THE INTERLOCAL AGREEMENT AND $300,000 FROM THE GENERAL FUND (0001) BP SETTLEMENT FUNDING, TO CITY DEVELOPMENT ADMINISTRATION (1001241) TO PROVIDE FUNDING FOR THE PILOT FERRY SERVICE; APPROVING A TRANSFER IN THE AMOUNT OF $50,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE PARKING REVENUE FUND (1021) TO THE GENERAL FUND (0001) AND A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $50,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THE ABOVE TRANSFER, TO THE CITY DEVELOPMENT ADMINISTRATION (1001241) TO PROVIDE FUNDING FOR THE LANDSIDE IMPROVEMENTS REQUIRED TO BE MADE BY THE CITY IN SUPPORT OF THE PILOT FERRY SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, passenger ferries represent one of the most cost-effective options for providing transportation capacity and service between communities and destinations located around Tampa Bay; and

WHEREAS, passenger ferries represent a regional transportation capacity option that can be implemented faster than other options; and

WHEREAS, passenger ferries can provide an elegant and iconic connection to and between major cities and destinations around Tampa Bay and have significant potential to boost urban and environmental tourism in Tampa, St. Petersburg, Pinellas County and Hillsborough County by providing greater participation and attendance at major sporting events, museums, restaurants and special events in these areas; and
WHEREAS, the City of St. Petersburg, Florida ("City") issued a request for qualifications seeking entities qualified in establishing a pilot passenger ferry service; and

WHEREAS, HMS Ferries, Inc. ("HMS") submitted a response to the request for qualifications and, after reviewing HMS's response, the City determined that HMS was qualified to establish and operate a pilot passenger ferry service; and

WHEREAS, the City and HMS desire to enter into a License and Operating Agreement for HMS to manage and operate a pilot passenger ferry service ("Pilot Ferry Service") between St. Petersburg and Tampa; and

WHEREAS, HMS has agreed to the terms and conditions set forth in the License and Operating Agreement; and

WHEREAS, pursuant to the License and Operating Agreement, the City is required to make certain landside improvements in support of the Pilot Ferry Service; and

WHEREAS, a transfer in the amount of $50,000 from the unappropriated fund balance of the Parking Revenue Fund (1021) to the General Fund (0001) and a supplemental appropriation in the amount of $50,000 from the unappropriated balance of the General Fund (0001), resulting from the above transfer, to the City Development Administration (1001241) is needed to provide funding for such landside improvements; and

WHEREAS, the City requested funding from the City of Tampa, Florida ("Tampa"), Hillsborough County, Florida ("Hillsborough"), and Pinellas County, Florida ("Pinellas") for the Pilot Ferry Service.

WHEREAS, the City, Tampa, Hillsborough and Pinellas desire to execute an Interlocal Agreement for Tampa, Hillsborough and Pinellas to each contribute $350,000 for the Pilot Ferry Service; and

WHEREAS, a supplemental appropriation in the amount of $1,350,000 from the unappropriated balance of the General Fund (0001), $1,050,000 resulting from funding received pursuant to the Interlocal Agreement and $300,000 from the General Fund (0001) BP Settlement Funding, to City Development Administration (1001241) is needed to provide funding for the Pilot Ferry Service.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the License and Operating Agreement between the City of St. Petersburg, Florida ("City"), and HMS Ferries, Inc. ("HMS") for HMS to manage and operate a pilot passenger ferry service between St. Petersburg and Tampa ("Pilot Ferry Service") is hereby approved.

BE IT FURTHER RESOLVED that the Interlocal Agreement between the City and Pinellas County, Florida, City of Tampa, Florida, and Hillsborough County, Florida for funding for the Pilot Ferry Service is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the License and Operating Agreement and Interlocal Agreement to correct typographical errors and clarify provisions of such agreements to conform to City Council's direction.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the License and Operating Agreement, Interlocal Agreement and all other necessary documents.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), $1,050,000 resulting from funding received pursuant to the Interlocal Agreement and $300,000 from the General Fund (0001) BP Settlement Funding, the following supplemental appropriation for FY16 to provide funding for the Pilot Ferry Service:

General Fund (0001)
   City Development Administration (1001241) $1,350,000

BE IT FURTHER RESOLVED that there are hereby approved the following transfer for FY2016:

Parking Revenue Fund (1021)
   Transfer to General Fund (0001) $50,000

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from the above transfer, the following supplemental appropriation for FY16 to provide funding for landside improvements to be made by the City in support of the Pilot Ferry Service:

General Fund (0001)
   City Development Administration (1001241) $50,000

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)  

Administration

Budget
LICENSE AND OPERATING AGREEMENT

Between
The City of St. Petersburg, Florida
and
HMS Ferries, Inc.

THIS LICENSE AND OPERATING AGREEMENT ("Agreement") is made and entered into this 5th day of August, 2016 ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation ("City") whose post office address is Post Office Box 2842, St. Petersburg, Florida 33731-2842, and HMS Ferries, Inc. ("Operator") whose post office address is 385 Ericksen Avenue NE., Suite 123, Bainbridge Island, WA 98110, (collectively, "Parties").

WITNESSETH:

WHEREAS, the City, together with Pinellas County, Florida, the City of Tampa, Florida and Hillsborough County, Florida, seek to establish a passenger ferry service pilot project ("Ferry Service") between the cities of St. Petersburg and Tampa; and

WHEREAS, on November 30, 2015, the City issued a Request for Qualifications No. 7942 ("RFQ") for the Ferry Service, to which one response was received from Operator ("RFQ Response"); and

WHEREAS, City Administration reviewed the RFQ Response and found it met the RFQ requirements; and

WHEREAS, the RFQ Response included a two phase approach to the project: Phase I – Business Plan Development ("Phase I") and Phase II – Project Operations ("Phase II"); and

WHEREAS, the City and Operator executed a Consulting Services Agreement on March 3, 2016, to accomplish Phase I; and

WHEREAS, Operator submitted the Business Operations Plan dated May 2, 2016, including the first addendum thereto, dated May 12, 2016, and the second addendum thereto, dated June 8, 2016, and including any future addenda, or additions or modifications thereto, as agreed to by the Parties (collectively, "Operations Plan"), as set forth in Exhibit "A"; and

WHEREAS, this Agreement, provides for the implementation and completion of Phase II.

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

1. RECITATIONS: The above recitations are true and correct and are incorporated herein by reference.
2. **PROVISION OF FERRY SERVICE**: Operator shall provide the Ferry Service in accordance with this Agreement, including the Operations Plan set forth in Exhibit “A”. In the event of a conflict or ambiguity between the terms of this Agreement and the Operations Plan, this Agreement shall prevail.

2.1. Operator shall use its best efforts to commence the Ferry Service on November 1, 2016, but shall be required to commence the Ferry Service no later than November 29, 2016. On or before October 1, 2016, Operator shall notify the City of the date that Operator shall commence the Ferry Service (which commencement date is subject to the City fulfilling its obligations related to the Terminal Facilities pursuant to Paragraph 8.1). In the event Operator fails to commence the Ferry Service on or before November 29, 2016, the City may immediately terminate this Agreement without providing Operator with notice or an opportunity to cure. In the event of termination pursuant to this Paragraph 2.1, Operator shall refund all Payments (as defined herein) made by the City prior to the date of termination.

2.1.1. If Operator does not provide the Ferry Service for the entire month of November (i.e., Operator commences the Ferry Service after November 1, 2016, but on or before November 29, 2016), the portion of the Payments made before November 1, 2016, attributable to variable operations costs that were not expended by Operator due to the Ferry Service not operating for the entire month of November, shall be refunded by Operator to the City within thirty (30) days after expiration or earlier termination of this Agreement.

2.1.2. Following commencement of the Ferry Service, Operator shall provide such service through April 30, 2017.

2.2. After commencement of the Ferry Service, if Operator ceases to provide the Ferry Service in accordance with this Agreement, and fails to cure that default in accordance with this Agreement, the City may terminate this Agreement. In the event of termination pursuant to this Paragraph 2.2, payments or refunds shall be governed by Exhibit “D”. The City’s right to terminate pursuant to this Paragraph 2.2 shall not be construed to limit the City’s other termination rights pursuant to this Agreement.

3. **LICENSE**: The City hereby grants to Operator a license to occupy and use, as described herein and subject to all of the terms and conditions hereinafter stated, that submerged land area lying within the North Yacht Basin (“Submerged Area”) and the adjacent upland area (“Upland Area”), in addition to all ingress, egress and approaches thereof and thereto. The Submerged Area and the Upland Area are illustrated in Exhibit “B”. All references in this Agreement to Submerged Area shall include the Maritime Facilities as hereinafter defined. All references in this Agreement to Upland Area shall include the Terminal Facilities, as hereinafter defined.

4. **OPERATING HOURS DEFINED**: For purposes of this Agreement, “Operating Hours” shall
mean those hours during which any operations associated with or incident to the provision of the Ferry Service are being performed including but not limited to passenger ticketing, passenger embarking/disembarking, Vessel fueling and maintenance, and trash disposal, but shall not include those hours in which the sole activity related to the Ferry Service is the static docking of the Vessel.

5. **DUTIES OF OPERATOR RELATED TO SUBMERGED AREA:** In addition to Operator’s other duties set forth in this Agreement, Operator shall perform the following duties related to the Submerged Area at its sole cost and expense:

5.1. Operator shall design, develop and install the seaside docking and landing area, which shall include those facilities set forth in Exhibit “F” ("Maritime Facilities"). Operator shall be responsible for all maintenance and repairs to the Maritime Facilities, provided that Operator shall not be required to repair substantial damage to the Maritime Facilities. In the event of substantial damage to the Maritime Facilities, Paragraph 33.1 shall govern. Notwithstanding the foregoing, Operator shall promptly notify the City of substantial damage to the Maritime Facilities and take all necessary safety precautions.

5.2. Operator shall control and be responsible for the Submerged Area during Operating Hours, including but not limited to controlling access to the Maritime Facilities, guest service functions, maritime security screening and general operational organization. In addition, Operator shall perform operational safety activities and continue to evaluate the condition and suitability of the facilities for passenger activities. Operator shall properly secure the Maritime Facilities at the conclusion of daily Ferry Service.

5.3. Operator shall maintain the Submerged Area in a clean, orderly and safe condition in accordance with this Agreement and applicable Laws, and shall not permit any debris or litter to accumulate in or around the Submerged Area resulting from the its use of the Submerged Area.

5.4. Operator shall provide security for the Submerged Area during Operating Hours including but not limited to maintaining fencing, lighting and signage.

6. **DUTIES OF THE CITY RELATED TO SUBMERGED AREA:** In addition to the City’s other duties set forth in this Agreement, the City shall perform the following duties related to the Submerged Area at its sole cost and expense:

6.1. The City shall upgrade the existing utilities including but not limited to water and electrical service at the Maritime Facilities ("Utility Service"). Operator is hereby granted permission to connect to and use the Utility Service, at the sole cost and expense of the City.

6.2. The City shall be responsible for obtaining any required permits and approvals from all applicable environmental and regulatory agencies necessary for Operator to install the Maritime Facilities.
6.3. The City shall provide security for the Submerged Area during all hours other than the Operating Hours, which security shall consist of customary patrols by the St. Petersburg Police Department.

7. **DUTIES OF OPERATOR RELATED TO UPLAND AREA:** In addition to Operator’s other duties set forth in this Agreement, Operator shall perform the following duties related to the Upland Area at its sole cost and expense:

7.1. Operator shall control and shall assume responsibility for the use, operation and security of the Upland Area during Operating Hours, including controlling access to the Upland Area, ticketing, guest service functions, maritime security screening (as may be required), cleaning, custodial and general operational organization.

7.2. Operator shall carry out operational safety activities and continue to evaluate the condition and suitability of the Upland Area for passenger activities. Operator shall properly secure the Upland Area at the conclusion of daily Ferry Service. Operator shall notify the City of any known potential hazardous conditions.

7.3. Operator shall provide a passenger waiting area tent and a ticket booth to the City on or before October 1, 2016.

8. **DUTIES OF CITY RELATED TO UPLAND AREA:** In addition to the City’s other duties set forth in this Agreement, the City shall perform the following duties related to the Upland Area at its sole cost and expense:

8.1. Provided that Operator has supplied the City with a passenger waiting area tent and a ticket booth by October 1, 2016, the City shall develop, install and provide Operator with landside facilities in the Upland Area, which shall include those facilities set forth in Exhibit “E” (“Terminal Facilities”) by October 17, 2016. The details and specifications of the Terminal Facilities shall be mutually agreed to by the Parties. The City shall be responsible for obtaining any and all necessary permits for the Terminal Facilities. The City’s budget for the Terminal Facilities is Fifty Thousand Dollars ($50,000). The City shall not be required to expend more than Fifty Thousand Dollars ($50,000) for the Terminal Facilities.

8.2. During those hours other than the Operating Hours, the City shall maintain the Upland Area in a clean, orderly and safe condition in accordance with this Agreement and applicable Laws, and shall not permit any debris or litter to accumulate in or around the Upland Area. The City shall be responsible for all maintenance and repairs to the Terminal Facilities, provided that the City shall not be required to repair substantial damage to the Terminal Facilities. In the event of substantial damage to the Terminal Facilities, Paragraph 33.1 shall govern. Notwithstanding the foregoing, the City shall promptly notify Operator of substantial damage to the Terminal Facilities and take all necessary safety precautions. The City shall
provide Utility Service for the Terminal Facilities. The City shall provide trash containers on the Upland Area and shall be responsible for emptying such trash containers.

8.3. During those hours other than the Operating Hours, the City shall provide security for the Upland Area including maintaining fencing, lighting, signage and customary patrols by the St. Petersburg Police Department.

9. TERM: The term of this Agreement shall commence on the Effective Date. The Effective Date shall constitute Operator's notice to proceed. Unless earlier terminated as provided for in this Agreement, this Agreement shall terminate on the date that Operator has completed performance of all of its duties and obligations set forth in this Agreement including remitting the final payment of the City's Revenue Share.

10. PAYMENTS TO OPERATOR: The City shall pay to Operator, One Million Three Hundred Fifty Thousand Dollars ($1,350,000.00), to be paid in accordance with the payment terms described in Exhibit "C" ("Payments"). In the event the City fails to make any Payments in accordance with this Agreement and does not cure such default in accordance with this Agreement, Operator may impose a three percent (3%) late fee.

11. REVENUE AND PAYMENTS TO CITY: In the event Operator's gross revenues, from all sources related to this Agreement, less any third party costs, fees, selling commissions and sales taxes, ("Revenues"), exceeds One Hundred Twenty-five Thousand Dollars ($125,000) during the term of this Agreement, all Revenues in excess of said $125,000 shall be remitted to the City ("City's Revenue Share"). Operator shall pay the City's Revenue Share to the City by the fifteenth (15th) of the month following the month in which such Revenues were collected. All payments of the City’s Revenue Share due under this Agreement shall be paid in U.S. funds and in a manner acceptable to the City. Such payments shall be made without notice, demand, setoff or counterclaim. This Paragraph 11 shall survive expiration or earlier termination of this Agreement. In the event Operator fails to make the City’s Revenue Share payments in accordance with this Paragraph 11 and Operator does not cure such default in accordance with this Agreement, the City may impose a three percent (3%) late fee.

12. CITY'S RIGHT TO AUDIT: The City shall have the right to audit the books and records of Operator relating to the City’s Revenue Share, during regular business hours, and Operator, on request of the City, shall make all such books and records available for examination. If the City should have an audit made and the City’s Revenue Share shall be found to be understated by more than five percent (5%) or contain any deliberate inaccuracies, then, in addition to immediately paying the City the full amount of the understated City’s Revenue Share, Operator shall pay to the City the cost of the audit not exceeding Three Thousand Dollars ($3,000).

13. CONDITION OF SUBMERGED AREA AND UPLAND AREA:

13.1. Operator has inspected and is aware of the condition of the Submerged Area and accepts the condition of the Submerged Area in an "as is" condition.
13.2. Operator shall inspect the Upland Area and Terminal Facilities prior to its occupancy and use and advise the City in writing of its acceptance of them in their “as is” condition.

13.3. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Submerged Area or the Upland Area, or as to their fitness for a particular use.

14. RETURN OF THE SUBMERGED AREA AND UPLANDS AREA:

14.1. Provided no new agreement exists for subsequent operations by Operator after the term of this Agreement, then upon expiration or earlier termination of this Agreement, Operator shall remove its goods and effects (including but not limited to the Maritime Facilities and the passenger waiting area tent and ticket booth provided by Operator for the Terminal Facilities), repair any damage caused by Operator, its employees, agents or contractors, ordinary wear and tear excepted, and peaceably yield up the Submerged Area and Upland Area clean and in good order, repair and condition, ordinary wear and tear excepted.

14.2. All improvements, except the Maritime Facilities and the passenger waiting area tent and ticket booth provided by Operator for the Terminal Facilities, made to the Submerged Area or the Upland Area by either party shall immediately become the property of the City and shall remain at the Submerged Area or Upland Area during the term of this Agreement and upon expiration or termination hereof. In the event any of the Maritime Facilities, trade fixtures, personal property, or improvements (including the passenger waiting area tent and ticket booth) are not removed within thirty (30) days after expiration or earlier termination of this Agreement, said items shall at the option of the City become property of the City, and may be disposed of in the City's sole discretion at the sole cost and expense of the Operator. Except for the passenger waiting area tent and ticket booth, Operator shall not be responsible for removing the Terminal Facilities provided for herein.

15. PERMITTED USE: Operator shall occupy and utilize the Submerged Area and the Upland Area for the primary purpose of providing the Ferry Service, in accordance with the Operations Plan ("Permitted Use"). Any change in the Permitted Use and the right to change, from time to time, its operating format of the business located in the Submerged Area and the Upland Area and trade name will require the prior written approval of the City, which consent shall not be unreasonably withheld or delayed. Operator shall operate its business in an efficient and reputable manner.

16. PROHIBITED USE/OTHER RESTRICTIONS:

16.1. The Submerged Area and the Upland Area shall not be used for any use other than the Permitted Use. No occupation or other use shall be allowed which, in the sole discretion of the City, is deemed hazardous to persons or to the Submerged Area or the Upland Area or
which will increase the City's liability or cost of insurance.

16.2. The City may impose restrictions necessary for carrying out any and all activities related to City authorized, sponsored or co-sponsored events including but not limited to the Grand Prix Race Events, as set forth in this Agreement.

17. REQUIRED APPROVAL:

17.1. This Agreement is subject to the City obtaining any required permits and approvals from all applicable environmental and regulatory agencies, including but not limited to the Army Corps of Engineers. If the City does not obtain any required permits and approvals by September 15, 2016, the City may immediately terminate this Agreement. In the event of termination pursuant to this Paragraph 17.1, payments or refunds shall be governed by Exhibit "D".

17.2. This Agreement is subject to the execution of an interlocal agreement between the City and the Government Partners to provide funding for the Ferry Service. The City reserves the right to immediately terminate this Agreement if the interlocal agreement between the City and the Government Partners is not fully executed by August 11, 2016. For purposes of this Agreement, the "Government Partners" shall mean Pinellas County, Florida, the City of Tampa, Florida and Hillsborough County, Florida. In the event of termination pursuant to this Paragraph 17.2, the City shall pay Operator for mobilization costs and expenses incurred by Operator prior to the date of termination, provided that such payment shall not exceed Fifty Thousand Dollars ($50,000).

17.3. The Parties shall memorialize the granting of required approvals in a memorandum, signed by the Parties, in a form substantially the same as Exhibit "G".

18. 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 orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to statutes governing construction of public buildings and repairs upon public buildings and public works (including but not limited to the bonding requirements of Section 255.05, Florida Statutes).

19. PUBLIC RECORDS:

19.1. Operator shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk’s Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws regarding public records or other applicable Laws; (iii) ensure that public records in Operator's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the term of this Agreement and after
the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Operator’s possession within ten (10) days following the City’s request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Operator transfers all public records to the City upon the expiration or earlier termination of this Agreement, Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon the expiration or earlier termination of this Agreement, Operator shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City’s request, all public records stored electronically by Operator shall be provided to the City in a format approved by the City.

19.2. IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO OPERATOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

19.3. Nothing contained herein shall be construed to affect or limit Operator’s obligations including but not limited to Operator’s obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

20. VESSEL: Operator shall berth a single, United States Coast Guard inspected and approved, 149-passenger catamaran ferry ("Vessel"), as depicted and further described in the Operations Plan, at the Maritime Facilities. Operator shall be solely responsible for the Vessel including operation, maintenance and security at all times.

21. SERVICE, ROUTE AND SCHEDULE: Operator shall provide the service, route and schedule for the Ferry Service as set forth in the Operations Plan.

22. RECORDS AND REPORTING:

22.1. Operator shall prepare in accordance with generally accepted accounting practice and shall keep, at the address set forth in this Agreement, accurate books of account, along with other records as required by applicable Laws ("Records"). All Records, including but not limited to tax returns, with respect to the Operator’s business conducted pursuant to this Agreement, shall be kept by Operator and shall be open to examination or audit by the City during the term of this Agreement and for a period of five (5) years following expiration or earlier termination of this Agreement.
22.2. In addition to the Records, Operator shall provide monthly operations reports, as reasonably required by the City, ("Reports") to the designated City staff, set forth in this Agreement, and such Reports shall include, but not be limited to, customer use of the Ferry Service, revenues generated, and copies of submitted Florida Department of Revenue Form DR-15.

23. **TAXES AND FEES:** The City shall not charge any fees based on the Permitted Use, including but not limited to dockage fees, landing fees or passenger fees. Operator shall be solely responsible for payment of applicable income taxes and sales taxes, provided that calculation of the City’s Revenue Share shall include an adjustment for sales taxes pursuant to this Agreement.

24. **CONSTRUCTION AND ALTERATIONS:** Operator shall not make or permit to be made any alterations, additions, improvements or changes to the Submerged Area or Upland Area nor permit the painting or placing of any exterior signs, placards or other advertising media, banners, pennants, utility connections and meters, awnings, aerials, antennas or the like, without on each occasion obtaining prior written consent of the City, which consent shall be at the sole discretion of the City.

25. **LICENSES, PERMITS, CERTIFICATIONS AND AUTHORIZATIONS:** Unless otherwise provided in this Agreement, Operator, at its expense, shall obtain and maintain during the term of this Agreement any licenses, permits, certifications and authorizations required by the U.S. Coast Guard or any governmental agency or authority with respect to operation of the Vessel and performance of Operator’s duties pursuant to this Agreement. No unlawful activities shall be permitted in the use of the Submerged Area or Upland Area. The City makes no representations as to whether the licenses, permits, certifications or authorizations required by any governmental agencies or authorities will be issued to Operator.

26. **INSURANCE:**

26.1. Operator shall obtain and maintain during the term of this Agreement, at Operator’s cost, the following insurance, written by a firm that is authorized to conduct business in the State of Florida, recognized by the State of Florida Insurance Department. The policy or policies shall include products, completed operations and contractual liability coverage or endorsements and shall not be self-insured by Operator and shall have the following minimum limits:

26.1.1. **Workers’ Compensation:** Workers’ Compensation insurance as required by Florida Statute and Employers Liability in an amount of $1,000,000 per employee, $1,000,000 for disease and $1,000,000 total for all diseases. United States Longshore and Harborworker’s Act Insurance including Jones Act and Maintenance and Cure coverage.

26.1.2. **Automobile Liability:** Automobile Liability insurance for bodily injury and
property damage liability including coverage for all owned, non-owned and hired autos with a minimum combined single limit of $1,000,000.

26.1.3. **Professional Liability:** Professional Liability insurance with a minimum of $1,000,000 per occurrence limit.

26.1.4. **Environmental Liability:** Environmental Liability insurance including marine pollution coverage with a minimum of $5,000,000 per occurrence limit.

26.1.5. **Marine Insurance:** Hull and Machinery insurance as required based on the Vessel's value with a minimum of $1,000,000 per occurrence and $2,000,000 aggregate limits covering liability and property damage coverage, Protection & Indemnity (P&I) insurance including Passenger Liability, Marine Liability and Crew coverage including Jones Act coverage if not under Workers' Compensation with a minimum of $1,000,000 per occurrence and $2,000,000 aggregate limits, Comprehensive Marine Liability insurance with a minimum of $1,000,000 per occurrence and $2,000,000 aggregate limits covering the operations, contractual liabilities and product and completed operations liability exposure of Operator.

26.1.6. **Umbrella Liability:** Marine Umbrella Liability insurance and Bumbershoot Umbrella Liability insurance with a minimum combined limit of $5,000,000 to apply following form to Marine Liability, Automobile Liability, Environmental Liability policies and to the P&I insurance.

26.1.7. **Personal Property:** Operator shall maintain whatever insurance coverage it may desire on the contents of the Submerged Area and Upland Area. "All Risk" property damage insurance covering Operator's personal property at the Submerged Area and Upland Area for damage or other loss caused by fire or other casualty or cause, including but not limited to vandalism and malicious mischief, theft, explosion, and water damage of any type.

26.1.8. **Additional Insurance:** Operator shall obtain on behalf of the City and maintain during the term of this Agreement, at Operator's expense (incorporated in the budget set forth in the Operations Plan), a policy naming the City and Operator as named insureds. This policy shall provide liability coverage for the Maritime Facilities and Terminal Facilities on an occurrence basis with a limit of $1,000,000 for bodily injury and property damage (including physical property) arising out of the use, possession, maintenance or operation of the Maritime Facilities and Terminal Facilities, including damage to any dock, ramp, seawall or other areas in the Submerged Area or other areas in the Upland Area or the services required to be performed pursuant to this Agreement. The per occurrence liability deductible on this policy is $5,000, payable by the City.

26.2. If any contractor of Operator (or subcontractor) performs any work at or upon the Upland Area or Submerged Area, Operator shall ensure that said contractor (or
subcontractor) obtains the insurance required pursuant to this Paragraph 26 and marine industry standards, as applicable, naming Operator and Covered Parties (as hereinafter defined) as additional insureds.

26.3. All of the insurance required to be maintained by Operator pursuant to this Paragraph 26, except Workers' Compensation, Professional Liability and the additional insurance described in Paragraph 26.1.8, shall name the City, the Government Partners and their officers, employees, agents, invitees, elected and appointed officials and volunteers (collectively, "Covered Parties") as additional insureds. The additional insurance required to be obtained and maintained by Operator pursuant to Paragraph 26.1.8 shall name the Covered Parties, other than those who are named insureds, as additional insureds. Operator shall perform the necessary requirements under each policy to ensure Operator's compliance with this Paragraph 26.3.

26.4. All insurance shall be provided by responsible insurers licensed in the State of Florida and rated at least an A- in the current edition of Best's Insurance Guide. If coverage is obtained by utilizing a pool, captive or club, Operator shall submit the information on the coverage and the entity providing the coverage to the City to allow the City to confirm coverage and the financial stability of the pool, captive or club. Information provided shall include a certificate with the coverages, the rules, Operator's application, confirmation the Vessel is scheduled, and verification of the financial stability of the pool, captive or club.

26.5. Operator shall provide the City with notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

26.6. Operator hereby waives all subrogation rights of its insurance carriers, pools, captive and clubs in favor of the Covered Parties and agrees to provide its insurance carriers, pools, captives and clubs with all necessary documentation to secure this waiver. This Paragraph 26.6 is intended to waive fully and for the benefit of the Covered Parties any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier, pool, captive or club.

26.7. Operator shall provide the City with Certificates of Insurance on a standard Acord form reflection all coverages, all coverage limits and all covered vessels. At the City's request Operator shall provide copies of current policies with all applicable endorsements. If coverage is obtained by utilizing a pool, captive or club, in addition to the requirements set forth in Paragraph 26.4, Operator shall provide similar documentation to an Acord form to reflect coverage and limits. Operator shall provide all information and documentation required pursuant to this Paragraph 26.7, evidencing compliance with all requirements contained herein, on or before August 5, 2016.

27. DISCLAIMERS:

27.1. Operator shall store its personal property in the Submerged Area and Upland Area at
its own risk. Operator shall also occupy the Submerged Area and Upland Area at its own risk.

27.2. Operator shall give prompt notice to the City in case of fire or accidents or other casualties on or about the Submerged Area or Upland Area.

28. ASSIGNMENT: Operator shall not have the right to assign, transfer, convey, sublet or otherwise dispose of the Submerged Area or Upland Area or this Agreement or any part thereof, or of its right, title or interest therein or its power to execute this Agreement or any amendment or modification thereto, to any person, company or corporation.

29. DEFAULT BY OPERATOR:

29.1. Subject to Operator’s right to notice and opportunity to cure specified in Paragraph 29.2, Operator shall be deemed to be in default of its obligations under this Agreement upon the occurrence of any of the following:

29.1.1. Operator’s failure to pay the City’s Revenue Share or any other sums due under this Agreement;

29.1.2. Operator’s failure to perform any covenant, promise or obligation contained in this Agreement or comply with the terms and conditions of this Agreement;

29.1.3. The appointment of a receiver or trustee for all or substantially all of Operator’s assets;

29.1.4. Operator’s voluntarily petition for relief under, any bankruptcy or insolvency law, or the filing of an involuntary bankruptcy petition which is not dismissed within sixty (60) days;

29.1.5. The sale of Operator’s interest under this Agreement by execution or other legal process;

29.1.6. The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of Operator used in or incident to its operations at the Submerged Area or Upland Area;

29.1.7. Operator’s making an assignment of its assets for the benefit of creditors;

29.1.8. Any sale, transfer, assignment, subleasing, concession, license, or other disposition of this Agreement not authorized in this Agreement; or

29.1.9. Operator doing or permitting to be done anything that creates a lien upon the Submerged Area or Upland Area and shall fail to obtain the release of any such lien or bond off any such lien as required herein.
29.2. The City may immediately terminate this Agreement if a default pursuant to Paragraph 29.1, above is not cured within ten (10) days after receipt of notice from the City, except that pursuant to Paragraph 2.1, Operator shall not be entitled to notice of default or a cure period in the event Operator fails to commence the Ferry Service on or before November 29, 2016. In the event of termination pursuant to this Paragraph 29.2, payments and refunds shall be governed by Exhibit “D”.

30. DEFAULT BY CITY:

30.1. Subject to the City’s right to notice and opportunity to cure specified in Paragraph 30.2, the City shall be deemed to be in default of its obligations under this Agreement upon the occurrence of any of the following:

30.1.1. The City’s failure to make any required Payments to Operator as described in Exhibit “C”; or

30.1.2. The City’s failure to perform any covenant, promise or obligation contained in this Agreement or comply with the terms and conditions of this Agreement.

30.2. Operator may immediately terminate this Agreement if a default pursuant to Paragraph 30.1, above is not cured within ten (10) days after receipt of notice from the City. In the event of termination pursuant to this Paragraph 30.2, payments and refunds shall be governed by Exhibit “D”.

31. ENVIRONMENTAL COMPLIANCE:

31.1. For purposes of this Agreement, the following words and phrases shall have the following meaning except where the text clearly indicates a contrary intention:

31.1.1. “Environment” shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior and/or exterior of any building or improvement and any environmental medium.

31.1.2. "Environmental Condition" shall mean any condition of the Environment with respect to the Submerged Area that results from Operator’s possession, use, occupation, construction and/or improvement to or operation of Operator’s business on the Submerged Area or Upland Area.

31.1.3. "Environmental Laws" shall mean the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., as amended (RCRA); the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., as amended (original act known as CERCLA or "superfund", the amendments are known as SARA); the HSWA amendments to RCRA regulating Underground Storage Tanks (USTs), 42 U.S.C. Sections 6991-6991(I), as amended; the Clean Air Act of 1963, 42
U.S.C. Sections 7401, et seq., as amended (Clean Air Act); the Federal Water Pollution Control Act of 1977 and 1987, 33 U.S.C. Sections 1251, et seq., as amended (Clean Water Act); the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, et seq., as amended (TSCA); the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., as amended (HMTA); the Occupational Safety and Health Act, 29 U.S.C. Sections 651 et seq., as amended (OSHA); the Act to Prevent Pollution from Ships, 33 U.S.C. Sections 1901 et seq., as amended; the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes, as amended; the Florida Pollutant Discharge Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21, Florida Statutes, as amended; and Chapters 373, 376 and 403, Florida Statutes; and any other present or future federal, state, or local law, regulation, rule or ordinance implementing or promulgating the preceding federal and state statutes as well as any future federal, state, or local law whose purpose is to protect the Environment, together, in each case, with any amendment thereto.

31.1.4. "Hazardous Material" shall mean without limitation (1) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substance", or "solid waste" in any Environmental Laws; (2) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (3) any materials, waste, or substance which is (A) petroleum, petroleum by-products, residuals and petroleum degradation by-products; (B) asbestos; (C) polychlorinated biphenyls; (D) flammable explosives; or (E) radioactive materials; and (4) such other substances, materials, and wastes which are or become regulated or controlled under any Environmental Laws.

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

31.2. Operator shall not cause or permit any Hazardous Material to be used, stored, or generated on the Submerged Area or Upland Area, except for materials of types and quantities relevant to its business and customarily used for the operation of a passenger ferry service. Operator shall use, store, and transport materials in conformity with Environmental Laws, and all other applicable federal, state and local laws and ordinances of the City, the National Fire Protection Association (NFPA) Code, United States Coast Guard, Federal Maritime Commission, Federal Aviation Administration, local fire codes and regulations and Airport regulations and tariffs as they may be amended from time to time. The City reserves the right to terminate this Agreement immediately and without notice for any violation of the requirements concerning Hazardous Material and storage.

31.3. Operator shall not cause or permit the Release of any Hazardous Material, contaminant, or pollutant in, on, or under the Submerged Area or Upland Area or into any open surface water body, ditch, conduit, stream, storm sewer, or sanitary sewer connected
thereto or located thereon.

31.4. The City shall promptly notify Operator of every demand, notice, summons, or other process received as to any Environmental Claims (as defined herein) or legal proceeding that involves Operator or the Submerged Area or Upland Area.

31.5. Operator shall promptly notify the City of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material in or upon the Submerged Area or Upland Area or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material in or upon the Submerged Area or Upland Area, and (iii) any matters where the City is required by Environmental Laws to give a notice to any governmental or regulatory authority respecting any Hazardous Material in or upon the Submerged Area or Upland Area. It is Operator's sole responsibility to be aware of and compliant with any additional notification requirements regarding the report of releases over or adjacent to open water to applicable federal, state and local agencies.

31.6. If any Hazardous Material is Released at, on or within the Submerged Area or Upland Area by the Operator or any other occupant of the Submerged Area or Upland Area in violation of Environmental Laws, Operator shall timely notify the City and immediately, properly and in compliance with Environmental Laws clean up and remove the Hazardous Material from the Submerged Area or Upland Area and any other affected property. Such cleanup and removal shall be at the Operator's sole expense. For purposes of removal and disposal of any such Hazardous Material, Operator shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other forms required by the appropriate state or federal environmental authority and hold the City harmless.

31.7. Operator shall defend, pay on behalf of, indemnify and hold harmless the Covered Parties from and against all claims, damages, expenses (including reasonable attorneys' fees), liabilities and all other obligations including, without limitation, third party claims for personal injury or real or personal property damage (collectively, "Environmental Claims") arising from or connected with the violation of Environmental Laws by Operator or other occupants of the Submerged Area or Upland Area except to the extent any of the foregoing Environmental Claims are attributable to the violation of Environmental Laws by the City, its officers, directors, agents or employees. The City shall have control over the City's and Operator's involvement in legal proceedings resulting from Environmental Claims and covered by the indemnification agreement contained in this Agreement. Operator's duty to indemnify the Covered Parties shall survive the expiration or earlier termination of this Agreement.

31.8. Operator shall allow authorized representatives of the City or state and federal environmental personnel, at a reasonable time and with reasonable notice, access to the
Submerged Area and the Maritime Facilities for the following purposes:

31.8.1. Conducting an environmental audit or other inspections of the Submerged Area and the Maritime Facilities.

31.8.2. Reviewing and copying of any records that must be kept under any environmental permit.

31.8.3. Viewing the facilities, equipment, practices, or operations regulated or required under such permit.

31.8.4. Sampling or monitoring any substances or parameters at any location subject to any environmental permit or federal, state or municipal environmental law or regulation.

31.9. The City shall be liable for any contamination of the Submerged Area or Upland Area caused by the City activity on the Upland Area, or other City-owned property adjacent to the Submerged Area or Upland Area.

31.10. This Paragraph 31 shall survive the expiration or earlier termination of this Agreement.

31.11. Nothing in this Agreement shall be interpreted as limiting the City’s ability to seek contribution from any potentially responsible parties for any environmental violation.

32. GRAND PRIX RACE EVENTS:

32.1. This Agreement is subject to current and future agreements with third parties for the conduct of racing events in downtown St. Petersburg (any such agreement hereinafter referred to as "Grand Prix Race Agreement") and all rights (exclusive rights and other rights) and authority granted thereunder. Without limiting the generality of the foregoing, the Operator acknowledges and agrees that (i) the Submerged Area, Upland Area and Operator’s business operations may be impacted by Race Events and other activities that will occur before, during and after Race Events (e.g., construction, set-up and tear down activities), and (ii) Operator shall not be entitled to any damages or abatement or set off of any amounts owed the City for any impact that the Race Event has to Operator’s business operations. In the event of a conflict or ambiguity between this Agreement and any Grand Prix Race Agreement, the Grand Prix Race Agreement shall prevail. As used herein, the terms "Race Event," "Race Area" and "Race Period" shall have the meanings set forth in the Grand Prix Race Agreement.

32.2. In the absence of a written agreement between Operator and Race Promoter which specifically provides otherwise, Operator shall comply with the following regulations pertaining to the Submerged Area and Upland Area during Race Events and such other regulations as may be imposed by the City from time to time:

32.2.1. Temporary outdoor uses are prohibited.

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32.2.2. All uses including but not limited to retail and food uses, operating from temporary or portable structures or vehicles such as semi-trailers, step vans, recreational or other vehicles with cooking facilities, are prohibited.

32.2.3. Sale or distribution of food or any other item outside the Submerged Area or Upland Area is prohibited.

32.2.4. Temporary structures, including bleachers or other seating in the Submerged Area or Upland Area, tents, shall not be erected and are prohibited.

32.2.5. Temporary signs, including signs on vehicles and buildings, visible from a street right-of-way and/or the Race Area are prohibited. Any sign erected shall be a permanent sign which has received the required permits.

32.2.6. Streamers, pennants, banners and inflatables, located within the Submerged Area or Upland Area, which are visible from any street right-of-way and/or the Race Area are prohibited.

33. DAMAGE TO SUBMERGED AREA, MARITIME FACILITIES, UPLAND AREA AND VESSEL:

33.1. If any portion of the Submerged Area, the Maritime Facilities, Upland Area or Terminal Facilities are substantially damaged by fire, explosion, or other casualty or occurrence ("Facilities Damage"), the City or Operator may elect to repair or replace the affected facilities within thirty (30) days of the Facilities Damage. In the event the affected facilities are not repaired or replaced within thirty (30) days of the Facilities Damage or if neither the City or Operator elects to repair or replace the affected facilities, either party may immediately terminate this Agreement. In the event of termination pursuant to this Paragraph 33.1, payments or refunds shall be governed by Exhibit "D".

33.2. If any portion of the Vessel is substantially damaged by fire, explosion, or other casualty or occurrence ("Vessel Damage"), Operator may elect to repair or replace the Vessel within thirty (30) days of the Vessel Damage. In the event Operator fails to repair or replace the Vessel within thirty (30) days of the Vessel Damage or if Operator elects not to repair or replace the Vessel, the City may immediately terminate this Agreement. In the event of termination pursuant to this Paragraph 33.2, payments or refunds shall be governed by Exhibit "D".

33.3. Nothing contained herein shall limit the City’s rights and remedies against Operator if any such damage was caused by Operator, its employees, agents or contractors.

34. 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, the actions or decisions of any regulatory or legal authority not the fault of the party delayed in performing work or doing acts, or any 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 five (5) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act or performance of work due to a Permitted Delay shall be fifteen (15) days from the event causing the Permitted Delay. For purposes of this Paragraph 34, the Parties may send written notice via email to the email address identified in the notice paragraph of this Agreement. If a party delays any act or performance of work due to a Permitted Delay for a time period in excess of fifteen (15) days, either party may immediately terminate this Agreement. In the event of termination pursuant to this Paragraph 34, payments or refunds shall be governed by Exhibit "D".

35. DISCRIMINATION: Operator shall not discriminate against anyone in the use of the Submerged Area, the Maritime Facilities, the Vessel or Upland Area on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

36. RELATIONSHIP OF PARTIES: The relationship between the Parties is that of licensor and licensee. In conducting its business hereunder, Operator shall act as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction and payment of Operator's employees shall be the sole responsibility of Operator, and the City shall not attempt to exercise any control over the daily performance of duties by Operator's employees.

37. SEVERABILITY: Should any section or part of any section 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 section or any part of any other section of this Agreement.

38. LAW, JURISDICTION AND VENUE: This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state court, shall be in Pinellas County, Florida, 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, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

39. DUE AUTHORITY: Each party to this Agreement that is not an individual represents and
warrants to the other party that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

40. **ACCESS TO SUBMERGED AREA:** The City reserves the right to enter upon the Submerged Area at all reasonable hours.

41. **AMERICANS WITH DISABILITIES ACT OF 1990:** Operator assumes all responsibility, including but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto.

42. **SAFETY:**

42.1. Operator shall remove the Vessel from the berth at the Maritime Facilities upon the request of the City, if in the sole discretion of the City the Vessel poses an imminent threat to the safety of persons or property. Such a request by the City shall not be deemed a disturbance of Operator's right of occupancy and use of the Submerged Area or Upland Area and shall not be a basis for a claim for damages or any legal action of any type against the City.

42.2. In recognition of the danger posed to other vessels, the Submerged Area, Upland Area and adjacent facilities by a shipboard fire while at the Submerged Area, and in recognition of the relative superior expertise and equipment possessed by the St. Petersburg Fire & Rescue Department, Operator shall, as a condition of utilizing the Submerged Area:

42.2.1. Cooperate with the St. Petersburg Fire & Rescue Department in formulating a plan to fight shipboard fires while docked at the Submerged Area;

42.2.2. Permit, without exception, the boarding of the Vessel while at the Submerged Area by fire officials who are responding to a report of a shipboard fire;

42.2.3. Permit, without exception, the boarding of the Vessel while at the Submerged Area by firefighting units when required by fire officials who have boarded pursuant to Paragraph 42.2.2, above; and

42.2.4. Ensure that the management, captain, crew and security personnel are at all times aware of the permission contained herein in order to assure unfettered access by fire officials and units for the purpose of prompt, efficient response to a shipboard fire. Operator will provide the St. Petersburg Fire & Rescue Department with a letter setting out the provisions of this Paragraph 42 and the permission contained herein.

42.3. The permission contained herein applies to any vessel owned or operated by Operator
berthed at the Maritime Facilities.

42.4. Operator shall have a duty to warn all persons who enter on the Submerged Area and Maritime Facilities of any dangerous conditions thereon known to Operator.

43. **NO EXCLUSIVE RIGHTS:** Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right other than right of use of the Submerged Area and Upland Area pursuant to the terms and conditions of this Agreement.

44. **SURVIVAL:** All obligations of Operator (including but not limited to indemnity obligations) and rights of the City arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

45. **REPLACEMENT FACILITY:** The City is under no obligation to locate or provide a replacement facilities under any circumstances including, but not limited to, substantial damage to the existing improvements by fire, flood, hurricane, tornado, earthquake or other form of natural disaster, or termination of this Agreement.

46. **NO REPRESENTATIONS CONCERNING FUTURE USE OF SUBMERGED AREA AND UPLAND AREA:** The City has made no representations to Operator concerning the use of the Submerged Area and Upland Area after the expiration or earlier termination of this Agreement nor has the City made any representations to Operator that the City will extend this Agreement or enter into any other agreement with Operator in the future.

47. **WAIVER:** The waiver by the City or Operator of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance or payment of the City’s Revenue Share or other payment be deemed to be a waiver of any such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by the City or Operator, unless such waiver is in writing.

48. **NOTICES:** Unless otherwise provided in this Agreement, 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 Operator as set forth in this paragraph. Such address may be changed by providing written notice to the other party in accordance with this Paragraph 48. Except for Paragraph 34, 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 Operator, addressed to:
HMS Ferries, Inc.
c/o Gregory A. Dronkert, President
385 Ericksen Ave. NE., Suite 123
Bainbridge Island, WA 99110
Email: gdrnkert@hmfgm.com

If to City, addressed to:
City of St. Petersburg
Downtown Enterprise Facilities
Post Office Box 2842
St. Petersburg, FL 33731-2842
Attn: Alan DeLisle
Email: Alan.DeLisle@stpete.org

With copy to:
City of St. Petersburg
Downtown Enterprise Facilities
Post Office Box 2842
St. Petersburg, FL 33731-2842
Attn: Joe Zeoli
Email: joe.zeoli@stpete.org

And

City of St. Petersburg
Real Estate & Property Management Department
Post Office Box 2842
St. Petersburg, FL 33731-2842
Attn: Bruce Grimes
Email: Bruce.Grimes@stpete.org

HAZARDOUS MATERIALS SPILL CONTACTS
Marina Supervisor on Duty (During Business Hours) (727) 893-7329
Marina Security Officer (After Hours) (727) 639-5790
Sea Tow/Sea Spill Services Tampa Bay (24/7) (727) 547-1868

Refer to Real Estate & Property Management File No. L- 6300 when making any inquiries to
the City concerning this Agreement.

49. PARAGRAPH NUMBERS AND CAPTIONS: The paragraph numbers and captions
appearing in this Agreement are inserted for convenience and reference only, and shall not
be considered or referred to in resolving questions of interpretation.

50. ENTIRE AGREEMENT: This Agreement including exhibits hereto if any, constitutes the
entire agreement between the City and Operator and its professional advisors. No change will
be valid, unless made by supplemental written agreement executed and approved by the
Parties.

51. NO THIRD PARTY BENEFICIARIES: This Agreement sets forth the agreement between the
Parties and all rights and benefits established herein are established solely for the benefit of
the Parties and are not intended to establish any rights or benefits in any other person or entity.

52. **RECORDING:** This Agreement shall not be recorded in the public records by either Party.

53. **OPERATOR ENTITY:** Operator shall do all things necessary to comply with all the legal requirements to be a business entity authorized to operate within the State of Florida including but not limited to active registration with the Florida Division of Corporations. If Operator is a foreign entity, it shall also do all things necessary to comply with all the legal requirements to be a business entity authorized to operate in its state of domicile, including but not limited to required registrations and filings with that state. Should Operator at any time fail to be in compliance with those legal requirements, said failure shall constitute a default of this Agreement and this Agreement may be immediately terminated by the City in its sole discretion.

54. **CURRENT OFFICERS:** Operator shall provide the City, in writing, with the name, title, address and telephone numbers of all of corporate members and officers at or before the Effective Date or within thirty (30) calendar days of their election or appointment to office. Should any members or officers reside at more than one residence, both addresses and telephone numbers shall be supplied to the City.

55. **BROKERAGE FEES:** Operator and the City warrant to each other that there is no broker or other individual entitled to any commission or fee by reason of this Agreement. Operator shall defend, indemnify, pay on behalf of and hold the City harmless from any and all loss, damage, cost and expense, including reasonable attorney’s fees, which the City may sustain or incur by reason of any real estate commission or fee claimed to be due by, through or under Operator. The City, to the extent permitted by law, shall indemnify, pay on behalf of and hold Operator harmless from any and all loss, damage, cost and expense, including reasonable attorney’s fees, which Operator may sustain or incur by reason of any real estate commission or fee claimed to be due by, through or under the City.

56. **EXERCISING OF CITY’S RIGHTS:** All rights reserved to the City under this Agreement shall be exercised in a reasonable manner and in a manner so as to minimize any adverse impact to Operator’s business or Operator’s use or enjoyment of the Submerged Area and Upland Area.

57. **TIME REQUIREMENTS:** Time is of the essence. Time periods herein shall include Saturdays, Sundays, and state and national legal holidays and shall end at 5:00 P.M. eastern time.

58. **CITY CONSENT AND ACTION:**

58.1. For the purposes of this Agreement, any required written permission, consent, approval or agreement ("City Approval") by the City means the approval of the Mayor or his
designee unless otherwise set forth herein and such City Approval shall be in addition to any
and all permits and other licenses required by applicable Laws or this Agreement.

58.2. For the 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 designee, unless
otherwise set forth herein.

59. 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 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.

60. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated
in a building in sufficient quantities, may present health risks to persons who are exposed to
it over time. Levels of Radon that exceed federal and state guidelines have been found in
buildings in Florida. Additional information regarding Radon and Radon testing may be
obtained from your county health department.

61. CITY AS A MUNICIPAL CORPORATION: Nothing contained in this Agreement shall be
interpreted to require the City to take any action or refrain from taking any action that would
be adverse to its status as a municipal corporation or to take or refrain from taking any action
in its capacity as a municipal corporation not specifically required by this Agreement.

62. CITY COUNCIL APPROVAL: This Agreement and any amendments thereto are subject to
approval by the City Council of the City of St. Petersburg.

63. NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT: This Agreement has been
prepared by the City and reviewed by Operator and its professional advisors. The City,
Operator and Operator's professional advisors believe that this Agreement expresses their
agreement and that it should not be interpreted in favor of either the City or Operator or
against the City or Operator merely because of their efforts in preparing it.

64. NO LIENS: Operator shall not suffer any liens to be filed against the Submerged Area and
Upland Area by reason of any work, labor, services or materials performed at or furnished to
the Submerged Area or Upland Area, to Operator, or to anyone using the Submerged Area or
Upland Area through or under Operator. Nothing contained in this Agreement shall be
construed as a consent on the part of the City to subject the Submerged Area or Upland Area
or any part thereof to any lien or liability under the lien laws of the State of Florida.

65. PARKING: Ferry Service customers may park in the adjacent Dolphin parking lot pursuant
to the City’s parking operations management.

66. EXHIBITS: Each exhibit to this Agreement is an essential part hereof and is incorporated herein by reference.

(The remainder of this page has been intentionally left blank.)
IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

WITNESSES:  (as to Operator)

OPERATOR: HMS Ferries, Inc.

By: Gregory Bronkert, President

Witness Signature

Typed Printed or Stamped Name

Witness Signature

Typed Printed or Stamped Name
WITNESSES: (as to City)

Sign: __________________________
Print: __________________________

Sign: __________________________
Print: __________________________

CITY: City of St. Petersburg, Florida

_____________________________
Rick Kriseman
As Its: Mayor

ATTEST: ________________________
Chan Srinivasa, City Clerk
(Seal)

REAL ESTATE PROVISIONS
REVIEWED BY:

____________________________
Bruce E. Grimes, Director
Real Estate & Property Management

REVIEWED BY:

____________________________
Alan H. DeLisle, Administrator
City Development Administration

APPROVED AS TO CONTENT AND FORM:

____________________________
City Attorney (Designee)
By: __________________________
    Assistant City Attorney
Legal: 00280477

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EXHIBIT "A" – Operations Plan
Business and Operations Plan
Tampa Bay Ferry Pilot Project

Prepared For:
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

Prepared By:
HMS Ferries, Inc.
385 Ericksen Ave NE, Suite 123
Bainbridge Island, WA 98110

May 2, 2016
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1 Project Background

Reference: RQU No. 7942

The City of St. Petersburg (the City) determined there is a public need to evaluate ferry service between the City of St. Petersburg, the City of Tampa, and possibly other municipalities in Hillsborough County, Florida.

As a result, RQU No. 7942 was issued on November 30, 2015 to solicit proposals for passenger ferry operations services intended to determine the necessity and viability of a regular Tampa Bay ferry service.

HMS Ferries, Inc. (HMS) is a ferry operating company that provides ferry services to government and private clients. As part of HMS’s response to RQU No. 7942 it was proposed the project be implemented in two phases: 1) develop a detailed Business and Operations Plan and 2) award an Operations Contract to deliver Pilot Project services.

The City identified HMS as the successful respondent and issued an initial contract for HMS to develop the proposed Business and Operations Plan. Once the Business and Operations Plan is adopted and funding is approved, the City has the option to: 1) proceed to the actual (operational) Pilot Project, 2) define and contract for additional feasibility work, or 3) cancel the procurement.

While HMS’s response to RQU No. 7942 identified Operator and Owner (City) areas of responsibility, it became clear during reconnaissance and due diligence that the City prefers a more comprehensive approach and may wish to have HMS provide additional services and management. This is consistent with the scope of the RQU and HMS is fully capable and willing to provide this additional scope.

Should the City decide to proceed to the operational phase of this project, the final scope of work, terms and costs will be defined in a Management and Operations Agreement. The budget reflected in this Business and Operations Plan envisions a comprehensive service agreement, based on the conditions and information currently available.
**Summary of Project Scope**

<table>
<thead>
<tr>
<th>Task</th>
<th>Original HMS Scope Proposed in RQU No. 7942</th>
<th>The City / Client</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Key Contracts</strong></td>
<td>Operating Contracts</td>
<td>The City may have HMS procure and manage:</td>
</tr>
<tr>
<td></td>
<td>Ferry Vessel Charter</td>
<td>Terminal Landing Contracts</td>
</tr>
<tr>
<td></td>
<td>Barge Contract(s)</td>
<td>Docks and Gangways Installation</td>
</tr>
<tr>
<td></td>
<td>Service Agreements</td>
<td>Marketing Contract</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Concession Contract(s)</td>
</tr>
<tr>
<td><strong>Marine Management</strong></td>
<td>In HMS scope</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Marine Operations</strong></td>
<td>In HMS scope</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Marine Administration and Ticketing</strong></td>
<td>In HMS scope</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Project Customer Support</strong></td>
<td>In HMS scope</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Maritime Facilities Development</strong></td>
<td>In coordination with the City</td>
<td>In coordination with HMS</td>
</tr>
<tr>
<td><strong>Marketing Contractor Procurement and Support</strong></td>
<td>Not in HMS original scope</td>
<td>The City may have HMS procure and manage</td>
</tr>
<tr>
<td><strong>Scheduling</strong></td>
<td>HMS recommendation - City decision</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Fares / Pricing</strong></td>
<td>HMS recommendation - City decision</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Terminal - Marine Environmental Regulatory</strong></td>
<td>Not in HMS original scope</td>
<td>HMS operations will support the City and Apollo’s responsibilities to secure environmental and property permits</td>
</tr>
<tr>
<td><strong>Terminal - Landside Development for St. Petersburg</strong></td>
<td>HMS to support design efforts</td>
<td>The City’s responsibility to identify, with HMS support, landside facilities with improvements undertaken by the City or its subcontractors.</td>
</tr>
<tr>
<td><strong>Terminal - Landside Development for Apollo</strong></td>
<td>HMS to support design efforts</td>
<td>The City may have HMS procure and manage</td>
</tr>
<tr>
<td><strong>Insurance</strong></td>
<td>Vessel Hull and Machinery, P&amp;I and General Liability.</td>
<td>The City may have HMS procure and manage property, P&amp;I, business interruption and other insurances for docks, gangways, landside</td>
</tr>
<tr>
<td></td>
<td>No docks, gangways, landside property, or P&amp;I insurance.</td>
<td>No business interruption.</td>
</tr>
<tr>
<td><strong>Maintenance</strong></td>
<td>Routine Maintenance (minor)</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Coast Guard Inspections and Approvals</strong></td>
<td>HMS responsibility</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Concession Services</strong></td>
<td>Not in HMS original scope</td>
<td>The City may have HMS procure and manage</td>
</tr>
<tr>
<td><strong>Marketing &amp; Advertising</strong></td>
<td>Not in HMS original scope</td>
<td>The City requests HMS procure</td>
</tr>
<tr>
<td><strong>Routine Vessel Maintenance</strong></td>
<td>In HMS scope</td>
<td>No change</td>
</tr>
<tr>
<td><strong>Major Mechanical</strong></td>
<td>No change</td>
<td>The City responsible</td>
</tr>
</tbody>
</table>
2 Business Overview

The Business Overview presents business related topics including:

- Parties involved and their relationships
- Key Contract Items
- Summary of Services
- Project Objectives
- Summary of Financial

2.1 Parties Involved

The primary parties involved in the Tampa Bay Ferry Pilot Project are the City of St. Petersburg (The City) and its selected marine operations and consulting company, HMS Ferries, Inc. (HMS). The following organizational chart illustrates relations between the parties:

Inter-Business Relationships

- Pinellas County
- Hillsborough County
- City of St. Petersburg
- City of Tampa
- HMS Ferries
- St. Petersburg
- Property Contracts
- 3rd Party Marketing
- Vendors Disposal, Feeding, etc.
- Vessel Charter
- Business Operations
2.2 Key Contract Items

2.2.1 Pilot Project Management and Operations Agreement – City of St. Petersburg and HMS Ferries, Inc.

2.2.2 Ferry Vessel Charter – HMS and Vessel Owner

2.2.3 Barge Contracts – HMS (on behalf of the City) and Barge Company

2.2.4 Property/Landing Contracts – City and terminal / land owners (DK/Apollo, and Tampa Convention Center)

2.2.5 HMS Services Agreements – Pump out, Cleaning, and Concessions

2.2.6 City Service Agreements - Fuel

2.2.7 Marketing Contractor – City and PR/Marketing firm

2.3 Summary of Services

The Pilot Project will provide scheduled weekend service between St. Petersburg and Tampa on Friday, Saturday, and Sunday. The Pilot Project will also test limited weekday commuter service originating from St. Petersburg traveling to downtown Tampa. Service may possibly also include optional service to Apollo Beach, subject to regulatory and permitting approvals. In such event, the Pilot Project would test commuter service between Apollo Beach and Tampa, as well as weeknight (Mon.-Thur.) service between Apollo Beach and St. Petersburg. Charters or excursion demonstration services can be offered to maximize revenues, and test a broader range of services.

2.4 Project Objectives

The primary objective of the Pilot Project is to showcase passenger ferry transportation both as a technology and a viable transportation option for Tampa Bay. The Pilot Project will provide insight, information, and data about the level of interest and efficacy of the inter-city commuter. The Pilot Project will also explore and demonstrate the efficacies associated with co-operative marketing and the economic benefits of connecting businesses to customers in Tampa, St. Petersburg, and southern Hillsborough County.

The Pilot Project will gain a wide range of information and data that can be used to measure ridership demand and customer preferences. This information can further be used to define future service options and vessel design specifications, including such factors as optimal vessel size, speed, configuration, and amenities.
2.5 Financial Summary

COSTS

HMS' initial proposal called for weekend service between St. Petersburg and Tampa and weeknight excursion service out of St. Petersburg. The estimated cost of these initial elements remains unchanged. This initial budget expressly excluded marketing, landside development costs, and commuter service and a third terminal location. Further, the initial proposal did not contemplate HMS undertaking turnkey project development for all its elements. The addition of these items increases the project range to $1.79 - $1.95 million, with approximately $165,000 associated with the development of an optional terminal facility in Apollo Beach.

The estimated costs includes all aspects associated with the mobilization, demobilization and delivery of the service as understood at this time.

A general breakdown of the project costs are as follows:

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Fixed</th>
<th>Variable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vessel Operations, Administration, Project Management</td>
<td>$974,676</td>
<td></td>
</tr>
<tr>
<td>Insurance Deductibles and Vessel Contingencies</td>
<td>$57,750</td>
<td></td>
</tr>
<tr>
<td>Fuel</td>
<td></td>
<td>$335,160</td>
</tr>
<tr>
<td>St. Pete-Tampa maritime facilities</td>
<td></td>
<td>$512,287</td>
</tr>
<tr>
<td>St. Pete-Tampa landside facilities</td>
<td></td>
<td>$86,940</td>
</tr>
<tr>
<td>Apollo Beach maritime and landside facilities</td>
<td>$164,690</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$24,235</td>
<td></td>
</tr>
<tr>
<td>Marketing</td>
<td>$78,750</td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>$105,000</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$918,062</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$1,950,488</td>
<td></td>
</tr>
</tbody>
</table>

REVENUE

The Pilot Project will generate revenue, and the magnitude of which will depend on: 1) the final operating schedule, 2) pilot ferry service utilization, and 3) fares.

Also, marketing and promotional activities for the Pilot Project will have a tremendous impact on public awareness and associated interest in utilizing the service.

The interplay of these variables is complex and a conclusive prediction cannot be provided with the information that is currently available.
What can be provided is a range of the potential revenue generated from the ferry service. With this, the City can consider the possible contribution that collected fares can make toward the costs of the Pilot Project.

Stakeholders should bear in mind, when considering permanent ferry service, this very question - what level of contribution can realistically be generated from the Fare Box - is part of what the Tampa Bay Pilot Project seeks to evaluate.

Refer to Sample Schedule – Exhibit 1 and Revenue Matrix – Exhibit 2
3  HMS St. Petersburg Operations

3.1  HMS Ferries – Management Team

The management support team offered by HMS Ferries includes both Off-site Management Support, as well as the On-site management team:

3.1.1  (OFF-SITE) Project Support Team

HMS Ferries – Bainbridge Island, WA Office
- Contract Management
- Fleet Safety Officer
- Administrative Support
- Fleet Technical Support

3.1.2  (ON-SITE) Project Management

HMS St. Petersburg Office
- Project Manager
- Administrative Manager
- Customer Service Manager
- Senior Master

St. Petersburg Pilot Project Organization Chart
3.2 St. Petersburg Functional Operations

HMS local operations management and support will be located in St. Petersburg. Key personnel will support administrative operations, customer services, and vessel operations, as well as manage third-party contracts and services.

The following diagram outlines functional operations that are supported by the HMS St. Petersburg office:

![St. Petersburg Functional Operations Diagram]

*Asterisk represents number of persons in each role

3.2.1 Project Manager

The Project Manager is responsible for all operations both onshore and afloat and insures effective and efficient controls are in place to insure safe and efficient vessel operations and accurate accounting of all business operations. The Project Manager is also responsible for implementing and overseeing all relevant terms of project development and implementation as identified in the scope of the Operating Agreement. Regular reporting and communications will be maintained between the HMS St. Petersburg Office, HMS Corporate Offices, and the City of St. Petersburg.
3.2.2 **Administrative Operations**

The Administrative Support person is responsible for insuring all cash handling, reconciliation, monthly reporting and interfacing with the HMS Corporate Controller and client are accomplished accurately and efficiently. Standard Operating Procedures will specifically describe every step of the cash-handling operation.

*Cash Handling Operations Diagram*
3.2.3 Customer Support Services

The Customer Support Manager will oversee the customer support line, and ticket booth operations, as well as interface with the co-op marketing participants. Additionally, this department will have day-to-day responsibility for Social Media content, the ferry operation’s ticketing system, and interface with 3rd Party support vendors. The specific allocation of responsibilities between the Customer Support Manager and Marketing Contractor will be defined and determined during project mobilization.

Customer Support Services Diagram

3.2.4 Marketing Contractor

HMS recommends that the services of a local marketing & public relations company be contracted. A procurement can be conducted to select a company that will develop and implement a communications, marketing, and public relations program for the Pilot Project. The preference may be to select a company that has close working relationship or knowledge of the marketing, outreach, and membership platforms of major visitor and business stakeholder groups that have been assisting with the Pilot Project plan development. Example stakeholders include Visit St. Petersburg/Clearwater, Visit Tampa Bay, the Tampa Downtown Partnership, and the St. Petersburg Chamber of Commerce. Input on this matter was communicated by the Ybor City Chamber of Commerce, the St. Petersburg Downtown Partnership, the Tampa Bay Lightning, and Tampa Bay Rays.
3.2.5 Vessel Operations

In support of the Pilot Project, HMS intends to enter into a charter agreement with Bay State Cruise Company. This arrangement is subject to vessel availability, entering into a charter agreement, and timely payment of required deposits.

The basic outline of inclusions and terms offered by Bay State Cruise Company include:

- Deliver vessel to Tampa Bay no later than October 27, 2016
- Ensure U.S. Coast Guard Certificate of Inspection to conduct passenger operations in Tampa Bay
- Provide Master and Mate
- Provide crew housing, as well as travel costs to support crew rotation
- All vessel insurance required to operate, carrying passengers for hire, and indemnifying: City of St. Petersburg, City of Tampa, Hillsborough County and HMS Ferries
- Fuel for round-trip delivery of vessel to and from Tampa, as well as all regular preventative maintenance.

3.2.5 Chain of Command

The Chain of Command is the line of authority and responsibility along which orders are passed throughout the operation. Pertaining to vessel operations, the ship’s Master has the overriding authority and is directly and ultimately responsible for the safety of the passengers, crew, and vessel. All vessel crew report directly to the Master, and issues related to the safety of the vessel, crew and passengers are brought to his or her immediate attention. The Master shall report all pertinent information to the General Manager who in turn provides guidance and support to the Master for the safe operation of the vessel.
4 Service Description

4.1 St. Petersburg to City of Tampa Weekend Scheduled Service

Scheduled transit between St. Petersburg and downtown Tampa is intended to run Friday, Saturday and Sunday. Preliminary sample hours of operation will include three round-trip services per day. Fare pricing should be based upon the recreational nature of this trip. The City will need to establish all pricing for the Pilot Project, but it is recommended that a fare ranging from $10 to $12 for a one-way adult ticket (and a lower fare for children) is appropriate. Fares can be finalized as part of project mobilization and with consultation from the Marketing Contractor.

4.2 St. Petersburg-Tampa Scheduled Commuter Service

The Pilot Project will assess the market and test limited commuter service from St. Petersburg to downtown Tampa. This service consists of an early morning run from St. Petersburg to Tampa and returning to St. Petersburg at the end of the workday. The vessel could layover (in Tampa) or provide additional departures. This service could operate Monday through Thursday.

The Tampa terminal can be located at the Tampa Convention Center. This site is served during the week by the downtown circulating trolley (operating during the hours of the proposed commuter ferry service). Connecting service would also be facilitated by the introduction of the Downtowner this spring by the Tampa Downtown Partnership. This is an app-based service that will take passengers directly from the Tampa Landing to their place of employment within the central business district (CBD).

The base population commuting from the downtown St. Petersburg vicinity to the Tampa CBD appears to be relatively small based on U.S. Census data. This limited potential supply of commuters may be compensated by the significant transportation congestion of major roadways during the winter months when both schools are in session and visitors are more numerous. Per the City's request, it may be optimal to commence this service after the holidays and the NCAA National Championship game on January 9, 2017.

4.3 Apollo Beach Service Options.

Subject to the City securing regulatory approvals and permits for the Apollo Beach terminal location, and timely dredging of the entrance channel, the Pilot Project could provide two types of service from Apollo Beach. One of these could be commuter service to the City of Tampa. This service would originate and terminate in St. Petersburg and would operate in a similar manner as the St. Petersburg — City of Tampa commuter service. The downtown Tampa commuter population that resides in and around Apollo Beach is considerably larger than the commuters coming from St. Petersburg. Like the St. Petersburg commuter service, market assessment and advanced promotion would be undertaken prior to launching the service.

Weekend night service between Apollo Beach and St. Petersburg is another option. This service could operate between Monday and Thursday.
4.4 Special and Private Events

Special ferry operations could be available for private and special events in Tampa Bay that originate out of St. Petersburg. Private events may include businesses or private parties who wish to contract the entire vessel. Special events may include New Year's Eve, Gasparilla, the Men's NCAA National Championship, and the St. Petersburg Grand Prix. Such service would be outside of the regular operating schedule and thus would result in additional operational costs.

4.5 April Sports Service

The potential for Tampa Bay Lightning playoff games and the first month of Tampa Bay Rays games presents unique opportunities for event service in April 2017. It may be desirable to amend all schedules to coincide with sports fan travel for these events during mid-week. Weekend schedules should already meet the travel demands for these games.
5 Facilities and Terminals

Following is a description of the primary ferry landings and includes required modifications, scope of mobilization, and timing. An additional (optional) terminal is also discussed.

5.1 St. Petersburg

5.1.1 Location of proposed landing

A temporary 20’ x 80’ landing can be provided by using four (4) 10’ x 40’ barge units, which would be secured into place with “spuds” in the Vinoy Mooring Basin. The location would be in close proximity to the Museum of History. The bathometric (underwater) survey for this area shows the depth quickly drops to 7.5’ within several feet of the shore, then continues to drop to 13.7’. The vessel and landing would sit in approximately 11.7’ of water. These specifications represent a modification of HMS’s original proposal. After close evaluation, HMS and officials from the City determined a more robust landing platform would be needed to handle the choppy and often forceful wave patterns that are generated in the Vinoy basis resulting from strong easterly and northeast winds. See Exhibit 3 for sample Barge Specs.
5.1.2 **Barges - Modifications Required**

Barge modifications include installing “D-rubber” style fenders mounted on steel “H” beams to the sides of the barges. HMS can manage the logistics for contracting the barges, their delivery to the Vinoy Basin location, and required barge modifications.

5.1.3 **Potential Adverse Conditions**

Below is an eastern view of the entrance to Vinoy Mooring Basin. An eastern or northeast wind can generate chop that will carry into the basin. Chop can deflect and cause choppy wave action that would have adverse impacts on the ferry vessel and barges. The full severity of such action is unknown, particularly in the event of strong or gale-force winds. In the event it is viewed that such conditions represent a danger to the ferry vessel, it may be necessary to move the vessel to the Apollo Beach Landing or Tampa Bay Landing until such conditions lessen.

(Eastern Exposure to Vinoy Basin)

5.1.4 **Loading Ramps**

Passenger boarding ramps are required to facilitate transfer of passengers between the shore and ferry vessel at the Vinoy Basin Landing. An existing ramp can be used to connect the barge to the shore (provided a professional design review is accomplished), while a smaller ramp will be constructed to facilitate passenger loading from the barge to the vessel. See Exhibit 4 for sample drawing of ramps.

5.1.5 **Utilities – Upgrade for water and electricity activation**

The City (through the Engineering department) is responsible for upgrading the existing utilities that will include water and power. Power requirements are 50-amp, 240VAC, single phase. The power station should accommodate a standard marine Hubble Style Connector.

5.1.6 **Fueling and Waste Disposal**

Fueling operations will be conducted at the Vinoy Basin location subject to U.S. Coast Guard approval. The ferry vessel requires as much as 1,200-gallons of diesel fuel per day. Additionally, a vacuum truck will be contracted for daily black-water/sewage pump outs.
5.1.7  Upland Facilities – Passenger Staging

It is recommended that the City set up a single 30' x 50' tent in proximity to the boarding area. The surrounding area will need to be fenced for security and passenger control. A secure ticket booth will be located inside the tent. The tent should include appropriate lighting and all required safety features required by City Code and the Fire Marshall for a structure of this type. Additional minor sidewalk and passenger amenities can be defined during project mobilization. Additional restroom facilities are not envisioned since permanent facilities are located near (a few hundred feet) the terminal.

5.1.8  Parking and Intermodal Transportation

Approximately 200 parking spaces are needed to serve the St. Petersburg-Tampa ferry schedule. There is ample parking adjacent to the St. Petersburg Terminal that can serve as the primary parking area. The City is responsible for providing ferry terminal and parking wayfinding signage. Links to transit and other related transportation infrastructure should include The Downtown Looper and the Central Avenue Trolley, which originate at the location of the St. Petersburg ferry terminal. The Downtown Looper provides circulators services within the downtown area, while the Central Avenue Trolley provides service down Central Avenue to the beaches. Both have free fare zones within the downtown core area. The Downtown Looper Service, otherwise, is a nominal $.50 per passenger. The Central Avenue Trolley costs $.50 per person to the Grand Central Station, and $2.25 per person out to the Tradewinds Resort and Pass-A-Grille. Pinellas Suncoast Transit Authority (PSTA) has indicated that it would work in conjunction with the Pilot Project on developing a seamless marketing package and would evaluate the potential for discounted fares. There may also be significant opportunities to package combination bus and ferry tickets for beach hoteliers and destinations.

Given this is a Pilot Project, it is not practical to establish a single-fare card or point of payment. Providing a single integrated system and accounting for cash flow is too administratively complex for a limited Pilot Project. However, HMS, PSTA, and the Downtown Looper will work towards establishing a coordinated communications plan that presents riders with smooth links between the transit services.

An HMS ticket agent will be staged at the Vinoy Dock during regularly scheduled transit hours or to support special events. Ferry advertising will encourage patrons to use the online ticketing system, which allows the person to reserve a route for a specific date and time. Patrons will also be able to purchase tickets at the ticket booth on a first-come, first-serve basis, or purchase tickets for a later date. Ticket sales will also be supported aboard the vessel when no shore-side sales are open or available. In such circumstances, the Deckhand will sell tickets to walk-up passengers and the Mate will scan boarding passengers with pre-purchased tickets.

5.1.9  Regulatory Issues

Proposed marine improvements associated with the St. Petersburg Terminal require review and approval by the Army Corps of Engineers (ACE), Florida Department of Environmental Regulation and possibly other agencies. The City has retained AECOM under separate contract and AECOM has prepared and submitted a letter to the ACE requesting an exemption by the ACE for the minor improvements required at the St. Petersburg and Tampa sites. This review is expected to be completed expeditiously.
5.2 Tampa

5.2.1 Exact location of landing

The Tampa service can dock alongside the Seawall directly in front of, and managed by, the Tampa Convention Center (TCC). The ferry operation will benefit from ancillary amenities at this location including a covered public area with bathroom facilities, as well excellent visibility during convention events.

Excursion services from this location will be restricted and/or limited as a condition of its use.

Tampa Convention Center Ferry Landing

5.2.2 Identify landing modifications for ferry vessel

Minor modifications are required to land at the TCC's Seawall. Modifications include mounting three "D" style fenders directly to the face of the seawall.

The Seawall has proper bollards and cleats installed to accommodate docking. Three fenders need to be installed and 2-fenders need to be manufactured to accommodate passengers. See Exhibit 5 for scale drawing of vessel docked at the convention center.
5.2.3 Specifications to manufacture aluminum loading ramp

Loading and unloading will be accommodated by both forward and aft loading gates. To facilitate boarding, upon arriving at the slipwall, two 6' boarding ramps will be positioned to accommodate passenger loading and unloading.

![Sample boarding ramp for Tampa Convention Center](image)

5.2.4 Utilities

Both power and water is available at the Seawall. The convention center can accommodate either 208V 3-phase or 480 VAC.

5.2.5 Upland Facilities – Passenger Staging - Covered Areas / Benches

Passenger comforts, including bathroom facilities, are readily available in the immediate area.

5.2.6 Parking – Identify public parking for Ferry Operations

Like St. Petersburg, there is a need for approximately 200 parking spaces during ferry operating hours. There is an abundance of parking facilities proximate to the TCC terminal. These include the public and privately-owned parking facilities in the table below.
Parking Options for Tampa Convention Center Ferry Landing

<table>
<thead>
<tr>
<th>Facility</th>
<th>Owners</th>
<th>Spaces</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tampa Convention Center</td>
<td>City of Tampa</td>
<td>465</td>
<td>$1.60/hr. - $9.50 max</td>
</tr>
<tr>
<td>South Regional Garage</td>
<td>City of Tampa</td>
<td>1000</td>
<td>$1.60/hr. - $9.50 max</td>
</tr>
<tr>
<td>Ft. Brooke Garage</td>
<td>City of Tampa</td>
<td>2500</td>
<td>$1.60/hr. - $9.50 max</td>
</tr>
<tr>
<td>Lightning Florida/Water Street Surface Lot</td>
<td>Lightning Properties Limited</td>
<td>&gt; 250</td>
<td>Variable</td>
</tr>
</tbody>
</table>

While there is an abundance of supply, parking capacity can be quite limited, and street congestion is significant on weekend nights when there is an event at Amalie Arena and/or concurrent event at the TCC. Generally speaking, the Ft. Brooke Garage has parking spaces available even during these peak times. HMS has also identified opportunities for remote private sector parking lots at the south end of downtown. These options can be further identified and developed if the need arises. In addition, the availability of high quality transit connections to the TCC terminal during operating hours provides an opportunity for additional remote parking as part of a ferry/transit coordination program.

5.2.7 Links to Transit

The TCC Terminal is directly proximate to the Tampa Streetcar system, which operates during the same operating hours as the St. Petersburg-Tampa weekend ferry service. The Greco Plaza Streetcar stop is a few minutes’ walk from the TCC Ferry Terminal. Service is provided to Channelside and Ybor City. A roundtrip streetcar ticket costs $5.00 per person. This price is likely to be discounted for ferry passengers. The streetcar system can add capacity, should there be market demand for doing so. The streetcars operate every twenty minutes.

The Tampa Downtown Partnership will also be operating an on-demand Downtowner Shuttle program using six-passenger electric low-speed vehicles. This is a free service that could potentially meet ferry passengers at the TCC and take them to a variety of destinations in the core downtown area. This is an app-based service that would also be advertised on the Project’s website. This service would likely be available during all scheduled ferry operating hours.

There are several water taxi companies operating at or near the TCC. These include the Tampa Pirate Water Taxi service, which provides scheduled service during the Pilot Project operating hours. An all-day pass is $15/adult, $8 per child. The Pirate Water Taxi operates from its own dock at TCC.

The Tampa Water Taxi Company operates on an on-demand basis and provides both tours and group transportation. It can pick up passengers at the TCC docks.

5.2.8 Ticket Services

A ticket booth or similar finality will be located in vicinity of the vessel, either outside under covered area or inside in the public area. It will consist of a desk on casters, I-Pad, credit card scanner, and a Bluetooth printer for printing tickets. For more ticketing information please refer to “Ticketing Section,” page 23.
5.3 Apollo Beach Service (Optional)

Hillsborough County requested, as part of the Business and Operations Plan development process, the evaluation of the feasibility of including ferry service within South Hillsborough County. HMS has identified the privately-owned land at 1112 Apollo Beach Blvd., next to Circles Restaurant. A land lease agreement on this property would be needed for the purpose of accommodating a temporary ferry landing, parking lot, and ticket and passenger waiting area. The lease agreement is contingent upon completion of a permitted channel dredging project by August 31, 2016 and satisfaction of all regulatory and funding contingencies.

The Apollo Beach Service option is contingent upon securing all required zoning, building, and environmental and maritime permits from relevant agencies. If a more extensive permitting process is required, it is possible that there would be insufficient time and resources available to mobilize the site to participate in the Pilot Project. Estimated location: N27° 46.827' W82° 25.394'.

5.3.1 Barge Modifications

Similar physical modifications are required at Apollo Beach as are for the Vinoy Dock. Modifications include fenders, passenger loading block on-board the barge, and ramp to accommodate passenger loading from the vessel to the barge.
5.3.2 Specifications to manufacturer aluminum loading ramp

Like the Vinoy Basin Landing, a passenger boarding ramp will be built for the Apollo Beach Landing. One boarding ramp will be required to accommodate passenger loading between the barge and the shore. It is possible to incorporate a gantry that could accommodate lowering the boarding ramp to the shore to accommodate loading and unloading, and raise the ramp when not in use. This would eliminate the need for a semi-permanent ramp to shore.

5.3.3 Utilities

Electrical utilities are available at the site. It will be necessary to run conduit and electricity for parking lights and electricity to the ticket booth. No utilities will be available for the ferry.

5.3.4 Upland Facilities — Parking and Passenger Staging

The proposed Apollo Beach Terminal sits on 2.74 acres of vacant commercial property. The property currently has a PD mixed-use zoning that does not currently allow its use as a temporary terminal, staging area, and parking facility for water transit operations. HMS has had a preliminary meeting with Hillsborough County zoning officials who advised that these temporary uses may be approved through the Minor Modification procedure pursuant to the Hillsborough County Land Development Code. This process takes approximately 45 days and requires notification of adjacent property owners and a public hearing. The property owner has agreed to provide an authorization for these temporary uses. The site will likely require the following temporary improvements for the proposed use:

- Shell or other stabilizing material for portions of the parking lot
- Car stops such as railroad ties or other materials to define parking area and lanes
- Lighting for parking and boarding area
- Temporary pedestrian pathways from the parking area to the ticketing area and boarding ramps
- 30' and 50' tent for passenger staging area and environmental projection
- Temporary restrooms

5.3.5 Links to transit and related transportation infrastructure

There are no scheduled, existing public or private transit services to this location. Any transit would be limited to private groups that charter a bus or other vehicle to transport passengers to this location. This may well occur in connection with patrons in the Sun City Center area, but this will strictly be organized by 3rd party providers.

5.3.6 Ticketing Service

On-line ticketing will be encouraged. Passengers arriving with pre-purchased tickets will have priority boarding. A ticket booth will be supplied to house the ticket agent during normal working hours. Off-hours will be supported by shipboard crew.
5.3.7 Regulatory Issues

The Apollo Beach terminal is located in a Manatee Warm Water Aggregation Area (WWAA) which triggers greater regulatory scrutiny by the ACE. HMS and the City consulted with environmental permitting professionals as part of the development of this plan and met with the ACE. Based upon the input received, it is believed that ACE regulatory approvals could be secured for the proposed improvements at the Apollo Beach terminal, though this will require an unknown period of time to process, and could delay the permitting and mobilization of facilities and service at this location. This will not be known until a formal application is made to the ACE. The proposed budget does include funding for the initiation of ACE permitting activities, which would be the responsibility of a third-party environmental permitting contractor that has experience in handling ACE issues. This site will require a minor modification of its existing PD, a minor work permit and submerged land lease by Port Tampa Bay, and an Environmental Resource Permit from the FDEP.
6 Ticketing System

Key functionality, required when sourcing a ticketing system, is the ability to reserve individual runs by date and time. Additionally, the ticketing system should serve to support the project’s marketing and sales program.

**Specialized functionality**

- **Design / Customization**: HMS intends to use the Peek Pro on-line ticketing system. It is among the sleekest and easiest to use reservation systems on the market. It will be customized to the ferry’s exact requirements.
- **Channel Sales Tracking**: Track ticket sales and transactions by each sales channel such as each ticket booth or other ticketing stations.
- **Automated Email**: Completely customize automated emails (follow-up, confirmations, reminders, lists co-op marketing participants in the area traveling), help drive more TripAdvisor reviews.
- **Mobile-Optimized**: In addition to the website and Facebook sales functionality, the ticketing system provides smartphone optimization.
- **Mass Emails & Refunds**: Email all parties under a specific reservation at one time (cancellation, bad weather, etc.). Full or customized refunds with just one click.
- **Others**: Promo codes, digital gift card system, complete customer lists, etc.
6.1 Sample Ticket System Screens

Below are sample screens used by other ticket system users. They are intended to provide a visual understanding of the types of screens that can be custom developed for the Pilot Project.

**View Schedule by Calendar**

**View Schedule by List**

**LeBarge Tropical Cruises**

- Tropical Sunset Cruise at 6:30pm
- Dolphin & Manatee Watch Cruise at 9:00am
- Sightseeing and Nature Cruise at 9:30am
- Tropical Sunset Cruise at 9:30am
Sample Ticket Reservation by Date

Adventure Tour

1) Select Tickets
- Adult
- Children 5 years and under

2) Select Date

MARCH 2016

<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
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<td>22</td>
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</tr>
<tr>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td>31</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3) Select Time
- 2:00pm
- 11:30am

About This Activity

This is a 2-hour adventure involving a 2-hour boat ride on the Tampa Bay, with the first stop at the mainland where you will have time to explore and enjoy the views. After a stop for lunch on the mainland, you will then board a ferry boat to return to Tampa Bay for the second stop. This stop is for leisurely activities to unwind and experience the bay's beauty at your own pace.

Sample Purchase Ticket

Billing & Credit Card Information

Name

Credit Card Number

Expiration Date

CVV

Country
United States of America

Email

Phone Number

Secure Credit Card Payment

Continue To Review
Track by Sales Channel

Sample Reports
7 Marketing & Advertising

7.1 Overall Approach

A well-designed and executed Communication, Public Relations, and Marketing Plan is essential for the success of the Pilot Project.

7.1.1 Marketing Plan Timeline and Elements

The key benchmarks and deadlines for selecting the Marketing Contractor and the anticipated components of the Marketing Plan are as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 20th</td>
<td>Request for information from Marketing Stakeholders about qualified firms</td>
</tr>
<tr>
<td>June 1st</td>
<td>Completion of scope of request for proposals and issuance of same to identified firms</td>
</tr>
<tr>
<td>June 10th</td>
<td>Deadline for Requests for Proposals (RFPs)</td>
</tr>
<tr>
<td>June 17th</td>
<td>Selection of 3rd party Marketing Contractor</td>
</tr>
<tr>
<td>July 8th</td>
<td>Finalization of Communication, Public Relations, and Marketing Plan</td>
</tr>
<tr>
<td>August 1st</td>
<td>Finalization of Pilot Project brand</td>
</tr>
<tr>
<td>August 19th</td>
<td>Soft launch of Pilot Project website and co-operative marketing outreach program</td>
</tr>
<tr>
<td>September 1st</td>
<td>Initiation of on-line retail ticket sales</td>
</tr>
<tr>
<td>October 1st</td>
<td>Pre-operational media and market activities commence as per the Marketing Plan</td>
</tr>
<tr>
<td>Week of October 17th</td>
<td>Pre-revenue service promotional and VIP events</td>
</tr>
<tr>
<td>November 1</td>
<td>Commencement of revenue service</td>
</tr>
<tr>
<td>November-April 2016</td>
<td>Implementation of post-start up public relations and marketing initiatives</td>
</tr>
</tbody>
</table>

These dates will be adjusted as necessary to reflect Pilot Project implementation schedules.

Brand - The Marketing Contractor will be responsible for branding the Pilot Ferry project. HMS has undertaken initial strategic steps to preserve likely URL's. Other options may be explored and developed by the Marketing Contractor.

Website - The Marketing Contractor will be responsible for working closely with HMS to develop a website that has full functionality and integration capabilities with the ticketing system adopted by HMS.

Social Media - The Marketing Contractor will be responsible for developing and implementing a robust social media campaign that integrates with both Market Stakeholders and co-operating marketing partners.

Co-operative Marketing Program - HMS has taken preliminary steps to gauge the market interest in the proposed service and the potential for co-operative marketing programs. As of the date of this Plan, over 50 businesses have indicated that they would likely participate in a co-operative marketing campaign to support the Pilot Project. Under such a program, businesses would offer discounts to ferry passengers and promote the ferry service in exchange for inclusion of such businesses in the marketing program. A summary of the co-operative marketing survey results is attached Exhibit 6.
Public Relations and Communication Plan - The Marketing Contractor will be responsible for developing a public relations and communications strategy for the Pilot Project. Part of this may entail a public education component related to water transportation, Tampa Bay Estuary, and water quality issues.

Sponsorship Program - The Marketing Contractor will be asked to evaluate and potentially develop a sponsorship program for the Pilot Project.
8 Route Assessment

8.1 Distances between various port facilities

The following routes have been identified to support scheduled service and excursion routes:

<table>
<thead>
<tr>
<th>Route</th>
<th>1-Way Travel Time</th>
<th>Distance in NM</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Petersburg to Tampa</td>
<td>55-minutes</td>
<td>18.13 NM</td>
</tr>
<tr>
<td>St. Petersburg to Apollo</td>
<td>40-minutes</td>
<td>11.23 NM</td>
</tr>
<tr>
<td>Apollo Beach to Tampa</td>
<td>45-minutes</td>
<td>12.55 NM</td>
</tr>
<tr>
<td>Skyway – Apollo Loop</td>
<td>90-minutes</td>
<td>31.07 NM</td>
</tr>
<tr>
<td>Skyway Excursion</td>
<td>90-minutes</td>
<td>29.46 NM</td>
</tr>
</tbody>
</table>

8.2 Summary of Routes

All routes operate within the boundaries of Tampa Bay, and are all subject to similar route assessments and conditions. All routes cross shallow open bay waters, and intersect with deep water channels.

<table>
<thead>
<tr>
<th>Route Distances</th>
<th>11.23 ~ 31.07 nm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route Description</td>
<td>Crossing open bay waters (average 12-ft) to intersect with major channel (Deep Water Range) connecting St. Petersburg with Downtown Tampa and Apollo Beach.</td>
</tr>
<tr>
<td>Speed Restrictions</td>
<td>No wake zone from southern tip of Harbour Island to Platt Street Bridge. During winter months vessel operator needs to be especially careful of manatees. Speed restrictions also in place in the manatee WWAA in and around Apollo Beach.</td>
</tr>
<tr>
<td>Weather Routing</td>
<td>Local USCG may shutdown service due to heavy sustained winds or weather conditions. Shallow waters are susceptible to heavy chop occurring rather quickly with NE or SW winds.</td>
</tr>
<tr>
<td>Navigational Hazard</td>
<td>Generally only other commercial traffic, including containerships, tug-barge, commercial fishing vessels, and miscellaneous recreational vessels. Depending on lunar cycle and wind direction, semi-diurnal tides can cause lower or higher than regular tides.</td>
</tr>
<tr>
<td>Hurricane Prepared</td>
<td>While hurricane and tropical storms are likely from June through November, the Tampa Bay area seems most vulnerable in June and October. During the Pilot Project’s months of operations, cold fronts may bring one or two freezes. These fronts may produce showers and strong, gusty winds; gales remain infrequent.</td>
</tr>
</tbody>
</table>
## 9 Regulatory Issues

This task will identify relevant regulatory issues and comment on potential strategies.

<table>
<thead>
<tr>
<th>Location</th>
<th>Regulatory Agency</th>
<th>Permit Type</th>
<th>Proposed Deadline</th>
<th>Processing Time Frame</th>
<th>Permit Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apollo Beach</td>
<td>Port of Tampa</td>
<td>Sovereign Submerge Lands Lease</td>
<td>July 11, 2016</td>
<td>45 Days</td>
<td></td>
</tr>
<tr>
<td>Apollo Beach</td>
<td>Port of Tampa</td>
<td>Minor Work Permit</td>
<td>July 1, 2016</td>
<td>45 Days</td>
<td></td>
</tr>
<tr>
<td>Apollo Beach</td>
<td>Hillsborough County</td>
<td>Minor Modification</td>
<td>July 1, 2016</td>
<td>45 Days</td>
<td></td>
</tr>
<tr>
<td>St. Petersburg/Apollo Beach</td>
<td>DEP</td>
<td>Environmental Resource Permit</td>
<td>June 1, 2016</td>
<td>30 Days</td>
<td></td>
</tr>
<tr>
<td>Apollo Beach</td>
<td>Army Corps of Engineers</td>
<td>TBD by environmental subcontractor</td>
<td>June 15, 2016</td>
<td>Variable</td>
<td></td>
</tr>
<tr>
<td>U.S. Coast Guard</td>
<td>Sector St. Petersburg</td>
<td>Review week of April 18th</td>
<td>Conduct COI</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
10 Proposed Ferry Vessel

Based on the due-diligence / reconnaissance process, it was determined a single, 149-passenger, catamaran ferry will best serve the project objectives within cost constraints.

A market scan was conducted and the Provincetown IV was identified to be potential available for the projects. She is a U.S.-built, U.S. Coast Guard certified vessel, inspected under the requirements of 46 C.F.R., Sub-Chapter T (Small Passenger Vessels). She is currently located in the U.S. Northeast.

10.1 Vessel Description

<table>
<thead>
<tr>
<th>Year Built:</th>
<th>2013, Gladding Hearn Shipyard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length:</td>
<td>98’</td>
</tr>
<tr>
<td>Beam:</td>
<td>33’</td>
</tr>
<tr>
<td>Draft:</td>
<td>7’</td>
</tr>
<tr>
<td>Propulsion:</td>
<td>Propellers</td>
</tr>
<tr>
<td>Speed:</td>
<td>27 knots cruise, 29 knots top speed</td>
</tr>
<tr>
<td>Fuel Consumption:</td>
<td>140 gph at 29 knots</td>
</tr>
<tr>
<td>Engines:</td>
<td>MTU 16200M72</td>
</tr>
<tr>
<td>Horsepower:</td>
<td>2 x 1,950 hp</td>
</tr>
<tr>
<td>Electrical Service:</td>
<td>Two Onan 30kw generators</td>
</tr>
<tr>
<td>Seating:</td>
<td>108 interior, 100 exterior</td>
</tr>
<tr>
<td>Passenger Capacity:</td>
<td>149 (USCG Sub-Chapter T regulations)</td>
</tr>
<tr>
<td>Additional Features:</td>
<td>Full Galley/Bar, Luggage Racks, MDI Ride Control,</td>
</tr>
</tbody>
</table>
Bicycle Racks

Interior and Exterior Seating
10.2 Vessel Maintenance

10.2.1 Preventative Shore-side Support

Time will be scheduled to insure that sufficient time is available for preventative maintenance. The ship’s Master is responsible for maintaining the vessel and the General Manager is responsible for scheduling. Maintenance will include shore-side, fueling, main engine, and auxiliaries servicing. While a 3rd party contractor is budgeted for weekly interior cleaning, the ship’s crew will conduct routine cleaning and exterior cleaning of the vessel.

10.3 Crew Manning

The ship’s crew consists of USCG licensed and unlicensed crew:

10.3.1 Licensed Crew

The ship’s Master is a USCG licensed crew. The vessel is staffed with two rotating crew, scheduled 6-weeks on duty and 2-weeks off-duty. Two additional crew will be hired locally.

10.3.2 Deckhands

While HMS crew are trained deckhands and must complete rigid qualifications, USCG licensing is not required. Depending on local availability of crew, they may be local or rotating personnel.
10.3.3 Food and Beverage

The ferry vessel has the facilities to provide limited food and beverage service during ferry trips. A procurement process will be conducted to select two or three qualified concessionaires to provide wine, beer, soft drinks, and limited food service on board the ferry vessel. Each concession period would be exclusive to one vendor, and would include the opportunity to provide services during special events, charters, and scheduled service. Procuring experienced caterers will simplify project mobilization, and eliminate issues related to securing alcoholic beverage permits, cash management, and financial accounting. The Pilot Project could possibly receive a negotiated percentage of the sales revenue.
11. Budget

The budget for the Tampa Bay Pilot Project consists of three main areas, and is attached to this report at Exhibit 7.

11.1 HMS Fixed

The HMS Fixed costs budget include:

- Ferry vessel charter and crew, including routine maintenance and insurance
- Program management and administration, including office expenses and general liability included
- HMS management fee, including corporate overhead and profit

Subject to the final terms and conditions of the Management and Operations Agreement, HMS Ferries intends to provide a fixed quote for these aspects of the Pilot Project.

11.2 Allowance

These are costs that may never be included, and therefore should not be included in the fixed price. However, if these items are expended, HMS will require reimbursement.

- Vessel and/or terminal insurance deductibles
- Major mechanical repair items (not provided as routine maintenance under the charter agreement with the vessel owners)

11.3 Client Costs

Actually all the costs associated with the Pilot Project are “Client Costs” (the responsibility of the City).

However, HMS can “fix” the vessel and administrative costs and propose reasonable “allowance” costs.

“Client Costs” are those that HMS has researched and estimated and can facilitate for the client. They include:

- Fuel
- Terminals
- Insurance
- Marketing
- Contingency

Client Costs are not fixed and represent the best available information at this time. Client Costs will not be exceeded without prior written approval by the City.

If HMS procures Client Costs items (on behalf of the City), a handling fee of 5% will be added to the total amount.

It should be noted that a contingency of $100,000 is included in the Client Cost estimates.
Exhibits

Table of Exhibits

1. Sample Ferry Schedule (2.5.1)
2. Revenue Matrix (2.5.2)
3. Sample Barge Specifications (5.1.1)
4. Sample Ramp Specifications (5.1.4)
5. Drawing of Vessel Docked at Convention Center (5.2.2)
6. Summary of Co-op Marketing Survey (7.1.1)
7. St Petersburg Ferry Pilot Project Budget (11)
## Conceptual Schedule Subject to Market and Operational Requirements

<table>
<thead>
<tr>
<th>Weekend Schedule</th>
<th>Depart Tampa</th>
<th>Depart St. Petersburg</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Friday</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6:30</td>
<td>5:15</td>
</tr>
<tr>
<td></td>
<td>9:00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10:15</td>
<td>11:30</td>
</tr>
<tr>
<td><strong>Saturday</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3:00</td>
<td>5:15</td>
</tr>
<tr>
<td></td>
<td>6:30</td>
<td>9:00</td>
</tr>
<tr>
<td></td>
<td>10:15</td>
<td>11:30</td>
</tr>
<tr>
<td><strong>Sunday</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12:00</td>
<td>3:30</td>
</tr>
<tr>
<td></td>
<td>5:00</td>
<td>6:00</td>
</tr>
<tr>
<td></td>
<td>7:00</td>
<td>7:30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monday-Thursday Commuter</th>
<th>Depart St. Petersburg</th>
<th>Depart Apollo</th>
<th>Depart Tampa</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(Times are for Alternative city runs)</strong></td>
<td>7:00</td>
<td>7:15</td>
<td>5:15</td>
</tr>
<tr>
<td><strong>M-H Apollo Weeknight</strong></td>
<td>8:45</td>
<td>5:30</td>
<td></td>
</tr>
<tr>
<td><strong>April Sports Month</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lightning Playoffs Games</td>
<td>5:30</td>
<td>10:00</td>
<td></td>
</tr>
<tr>
<td>Rays Games (Depart TPA or Apollo options, not both for same game)</td>
<td>9:45</td>
<td>5:45</td>
<td>5:30</td>
</tr>
</tbody>
</table>
### Revenue Estimation Inputs

<table>
<thead>
<tr>
<th>Service Option</th>
<th>Max One Ways</th>
<th>Max Periods</th>
<th>Period Unit</th>
<th>Max PAX/Trip</th>
<th>Max Ticket Sales</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekend</td>
<td>17</td>
<td>23</td>
<td>Weekends</td>
<td>145</td>
<td>56695</td>
<td>One Way</td>
</tr>
<tr>
<td>Commuter</td>
<td>14</td>
<td>12</td>
<td>Weeks</td>
<td>145</td>
<td>2030</td>
<td>Weekly Pass</td>
</tr>
<tr>
<td>Apollo Weeknight/Sports Month</td>
<td>8</td>
<td>12</td>
<td>Weeks</td>
<td>145</td>
<td>13920</td>
<td>One Way</td>
</tr>
</tbody>
</table>

### Revenue Matrix

#### Weekend Service

<table>
<thead>
<tr>
<th>% Sales</th>
<th>Max Tickets</th>
<th>Pax</th>
<th>Ticket Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>25%</td>
<td>56695</td>
<td>14174</td>
<td>$106,303</td>
</tr>
<tr>
<td>50%</td>
<td>56695</td>
<td>28348</td>
<td>$212,606</td>
</tr>
<tr>
<td>75%</td>
<td>56695</td>
<td>42521.25</td>
<td>$318,909</td>
</tr>
</tbody>
</table>

#### Commuter

<table>
<thead>
<tr>
<th>% Sales</th>
<th>Max Weekly Pass Sales</th>
<th>Pax</th>
<th>Ticket Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>25%</td>
<td>507.5</td>
<td>$2,538</td>
<td>$3,806</td>
</tr>
<tr>
<td>50%</td>
<td>1015</td>
<td>$10,150</td>
<td>$15,225</td>
</tr>
<tr>
<td>75%</td>
<td>1522.5</td>
<td>$27,838</td>
<td>$34,256</td>
</tr>
</tbody>
</table>

### Apollo Beach Weeknights

<table>
<thead>
<tr>
<th>% Sales</th>
<th>Max Tickets</th>
<th>Pax</th>
<th>Ticket Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>25%</td>
<td>13920</td>
<td>3480</td>
<td>$26,100</td>
</tr>
<tr>
<td>50%</td>
<td>13920</td>
<td>6960</td>
<td>$52,200</td>
</tr>
<tr>
<td>75%</td>
<td>13920</td>
<td>10440</td>
<td>$78,300</td>
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</table>

### Potential Miscellaneous Revenue Generators

<table>
<thead>
<tr>
<th>Number</th>
<th>Pax</th>
<th>Ticket/Pax</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Occasions (New Year's Eve/Garparilla)</td>
<td>2</td>
<td>100</td>
<td>$20,000</td>
</tr>
<tr>
<td>Excursions</td>
<td>10</td>
<td>100</td>
<td>$25</td>
</tr>
<tr>
<td>Sponsorships</td>
<td></td>
<td></td>
<td>$100,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$145,000</td>
</tr>
</tbody>
</table>
Exhibit – 5.2.2
Ferry Docked at Tampa Bay Convention Center Seawall

HMS Ferries – Tampa Bay Pilot Project
St Petersburg Operations Plan

Exhibit 5.2.2
Q1 Please identify the nature of your business

Answer Choices
- Restaurant
- Bar
- Retail Store
- Outdoor activity - bike, boat, kayak, vendor
- Service business
- Other
- Other (please specify)

Responses
- Restaurant: 22.95% (14)
- Bar: 3.26% (2)
- Retail Store: 9.53% (6)
- Outdoor activity - bike, boat, kayak, vendor: 16.39% (10)
- Service business: 4.92% (3)
- Other: 40.88% (25)
- Other (please specify): 100% (61)

Total: 61
Q2 Please indicate the hours that your business is open.

Answered 42 Supported 43

<table>
<thead>
<tr>
<th>Hours</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fridays 6 - 9 p.m.</td>
<td>71.43%</td>
</tr>
<tr>
<td>Fridays 9 - midnight</td>
<td>64.29%</td>
</tr>
<tr>
<td>Saturdays noon - 6 p.m.</td>
<td>85.71%</td>
</tr>
<tr>
<td>Saturdays 6 p.m. to 9 p.m.</td>
<td>73.81%</td>
</tr>
<tr>
<td>Saturdays 9 p.m. to midnight</td>
<td>61.90%</td>
</tr>
<tr>
<td>Sundays noon to 6 p.m.</td>
<td>83.33%</td>
</tr>
<tr>
<td>Sundays 6 p.m. to 10 p.m.</td>
<td>59.52%</td>
</tr>
</tbody>
</table>

Total Respondents: 42
Q3 How likely would you be to provide a discount to ferry passengers who patronize your business?

Answer Choices
- Very likely: 37.29% (22 responses)
- Somewhat likely: 38.98% (23 responses)
- Not likely: 18.64% (11 responses)
- Not at all: 5.08% (3 responses)

Total: 59 responses
Q4 What type of discount might you provide?

Answer Choices

- Percent Discount on product: 76.00% (31 responses)
- Complimentary item: 22.00% (11 responses)
- Other (please specify): 18.00% (9 responses)

Total Respondents: 50
Q5 Check the options that you would accept for proof of eligibility for a discount (you can check more than one)?

Answer Choices
- Bar code on smartphone
- Paper ticket
- Dated ferry voucher

Responses
- Bar code on smartphone: 51.35% (16)
- Paper ticket: 62.16% (23)
- Dated ferry voucher: 86.49% (32)

Total Respondents: 37
Q6 Please rate the degree of importance of the following marketing mechanisms to your decision to participate in a co-op marketing program?

<table>
<thead>
<tr>
<th>Mechanism</th>
<th>1%</th>
<th>2%</th>
<th>3%</th>
<th>4%</th>
<th>Total</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listing of my business on...</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.60%</td>
</tr>
<tr>
<td>A link to my business on...</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>2.56%</td>
</tr>
<tr>
<td>Inclusion of my business ...</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.56%</td>
</tr>
<tr>
<td>Inclusion of my business on the ferry webpage as a participating co-op partner</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.56%</td>
</tr>
<tr>
<td>Inclusion of my business on the ferry &quot;city&quot; map as a participating co-op partner</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.56%</td>
</tr>
<tr>
<td>Inclusion of my business on the electronic receipt of ferry passengers.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.56%</td>
</tr>
</tbody>
</table>
Q7 Over What Period of Time Would You Be Willing to Honor the Ferry Passenger Discount

Answer Choices
- Same Day as Trip/Ticket: 54.29% (11)
- Within 2-3 Days of Trip/Ticket: 22.86% (5)
- Within Seven Days of Trip/Ticket: 22.86% (5)
- Other (please specify): 0.00% (0)

Total: 35
Q8 Would you be willing to provide a ferry brochure or provide other ferry promotional materials to your patrons as part of this co-op program?

AnswerChoices: 
- Yes: 75.00% (27) 
- No: 3.33% (1) 
- Maybe: 16.67% (6) 
- Other (please specify): 0.00% (0) 

Total: 35
Q9 Please provide any other comments, suggestions or questions you have.
Please provide the name and best contact information for your business so we can keep you abreast of the pilot program and updated on the co-op marketing program.
# St Pete - Tampa Ferry Pilot Project
## Project Cost Summary
*As of: 5/2/16*

### HMS FIXED

<table>
<thead>
<tr>
<th>Description</th>
<th>Handling</th>
<th>1,950,488</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vessel Ops</td>
<td></td>
<td>568,607</td>
</tr>
<tr>
<td>Operational Management and Admin</td>
<td></td>
<td>291,069</td>
</tr>
<tr>
<td>HMS Fee (Overhead and Profit)</td>
<td></td>
<td>115,000</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
<td><strong>974,676</strong></td>
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### ALLOWANCE

<table>
<thead>
<tr>
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<th>0.05 Handling</th>
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<tr>
<td>Insurance Deductible</td>
<td>25,000</td>
</tr>
<tr>
<td>Major Repair</td>
<td>30,000</td>
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<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>55,000</strong></td>
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### CLIENT COSTS

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<tr>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Fuel (vessel)</td>
<td></td>
<td>319,200</td>
</tr>
<tr>
<td>Terminals</td>
<td></td>
<td>357,064</td>
</tr>
<tr>
<td>Insurance (estimate only)</td>
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<td>23,081</td>
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<tr>
<td>Marketing</td>
<td></td>
<td>75,000</td>
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<tr>
<td>Contingency (to be determined by client)</td>
<td></td>
<td>100,000</td>
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<tr>
<td><strong>Sub-Total</strong></td>
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<td><strong>874,345</strong></td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>0.05</td>
<td>43,717</td>
</tr>
<tr>
<td></td>
<td><strong>918,062</strong></td>
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### TOTAL PROJECT COSTS

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<td></td>
<td>45,217</td>
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<tr>
<td></td>
<td><strong>1,950,488</strong></td>
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</table>
# St Pete - Tampa Ferry Pilot Project
## Terminal Costs / Expenses - Client

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Qty</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>St Petersburg Terminal</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>St Pete Barge (20'x80')</td>
<td>8,127</td>
<td>7.00</td>
<td>56,889</td>
</tr>
<tr>
<td>St Pete Barge Transport</td>
<td></td>
<td></td>
<td>8,127</td>
</tr>
<tr>
<td>St Pete Barge Setup</td>
<td></td>
<td></td>
<td>15,000</td>
</tr>
<tr>
<td>Fueling and Black Water Hoses</td>
<td></td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>St Pete Upland Development &amp; Engineering</td>
<td></td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>St Pete Fenders</td>
<td></td>
<td></td>
<td>3,000</td>
</tr>
<tr>
<td>St Pete Tent</td>
<td>1,143</td>
<td>7.00</td>
<td>8,000</td>
</tr>
<tr>
<td>St Pete Permits</td>
<td></td>
<td></td>
<td>3,500</td>
</tr>
<tr>
<td>St Pete Ramps (2-30')</td>
<td>4,400</td>
<td>2.00</td>
<td>8,800</td>
</tr>
<tr>
<td>Ticket Booth</td>
<td>7,500</td>
<td>1.00</td>
<td>7,500</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
<td></td>
<td>170,816</td>
</tr>
<tr>
<td><strong>Apollo Terminal</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Apollo Barge (10x80)</td>
<td>4,063</td>
<td>7.00</td>
<td>28,443</td>
</tr>
<tr>
<td>Apollo Barge Transport</td>
<td></td>
<td></td>
<td>4,800</td>
</tr>
<tr>
<td>Barge Setup</td>
<td></td>
<td></td>
<td>15,000</td>
</tr>
<tr>
<td>Apollo Property</td>
<td>1,143</td>
<td>7.00</td>
<td>8,000</td>
</tr>
<tr>
<td>Apollo Tent</td>
<td>1,143</td>
<td>7.00</td>
<td>8,000</td>
</tr>
<tr>
<td>Apollo Tent Flooring</td>
<td>1,200</td>
<td>1.25</td>
<td>1,500</td>
</tr>
<tr>
<td>Apollo Fender Modifications</td>
<td></td>
<td></td>
<td>3,000</td>
</tr>
<tr>
<td>Apollo Fencing</td>
<td></td>
<td></td>
<td>1,100</td>
</tr>
<tr>
<td>Apollo Permits</td>
<td></td>
<td></td>
<td>25,000</td>
</tr>
<tr>
<td>Apollo Minor Modification Permits</td>
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<td></td>
<td>2,500</td>
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<tr>
<td>Apollo Parking Car Stops</td>
<td></td>
<td></td>
<td>1,950</td>
</tr>
<tr>
<td>Apollo Shell Drive Entrance and Sidewalk</td>
<td>2,340</td>
<td>1.25</td>
<td>2,925</td>
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<tr>
<td>Apollo Electrical &amp; Lightning</td>
<td></td>
<td></td>
<td>16,000</td>
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<tr>
<td>Apollo Ramps (2-30')</td>
<td>4,400</td>
<td>2.00</td>
<td>8,800</td>
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<tr>
<td>Apollo Porta-Potty</td>
<td>138</td>
<td>6.00</td>
<td>830</td>
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<td>Dredging (TBD)</td>
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<td></td>
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<td><strong>Sub-Total</strong></td>
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<td></td>
<td>127,848</td>
</tr>
<tr>
<td><strong>Tampa Terminal</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tampa Moorage Fees</td>
<td>100</td>
<td>159.00</td>
<td>15,900</td>
</tr>
<tr>
<td>Seawall Fender Systems</td>
<td></td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Vessel to Seawall Ramps (2-6')</td>
<td>3,000</td>
<td>2.00</td>
<td>6,000</td>
</tr>
<tr>
<td>Ticket Kiosk</td>
<td>1,500</td>
<td>1.00</td>
<td>2,500</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td></td>
<td></td>
<td>29,400</td>
</tr>
<tr>
<td>Landside Project Management</td>
<td></td>
<td></td>
<td>25,000</td>
</tr>
<tr>
<td>Legal - Contracts &amp; Procurements</td>
<td></td>
<td></td>
<td>4,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>357,064</td>
</tr>
</tbody>
</table>
BACKGROUND

This is an addendum to the Business and Operations Plan submitted to the City of St. Petersburg on May 3, 2016.

On November 30, 2015, the City of St. Petersburg (the City), issued a solicitation for proposals, RQU No. 7942 for a ferry demonstration project intended to determine the necessity and financial viability of a regular Tampa Bay ferry service.

In addition to requesting information on the respondent’s qualifications, the City asked for an overview of the proposed ferry pilot project operations with costs.

HMS Ferries, Inc. (HMS) responded to RQU No. 7942 and proposed the project be implemented in two phases: Phase 1 – Business & Operations Plan development and, 2) Implementation of Ferry Service – as defined in the Phase 1 Business & Operations Plan.

This approach was intended to ensure a clear definition of the scope of services, along with the development of associated costs. Also, it would provide an “off ramp” if the logic of the project could not be substantiated.

Accordingly, HMS provided the following price elements in its response to RQU No. 7942,

- **Phase 1 (Plan)** – Firm Fixed Price: $49,000
- **Phase 2 (Operations)** – Conceptual Estimate (subject to the findings of the B&O Plan): $1,341,925

The Phase 2 estimate stipulated clear exclusions of items and functionality not included as part of HMS’s response. The following are examples of some of the disclaimers and exclusions:

- **“All costs are estimates. Final costs will be determined in connection with the Business and Operations Plans.”**

- **Marketing and Advertising:** "Cost estimates do not include marketing and advertising, catering cost of special events, etc., and "St. Petersburg and/or other regional stakeholders are responsible for all marketing and advertising associated with the pilot project."

- **Infrastructure Modifications:** "It does not include having boarding ramps manufactured, tents or canvas work for passenger environmental protection..." and "Permits, stairs, boarding ramps and gantry are not included in the proposed budget costs, and are expected to be provided by the City. Additionally, environmental protection from sun and rain may also be required."
Further, the proposal stated:

"Each city would need to approve locations for the proposed facilities. We anticipate that only modest landside improvements might be necessary to accommodate passenger loading/unloading, ticketing and logistics in the City of Tampa location. Significant infrastructure modifications will be required at the St Petersburg location."

"HMS will work with each City to plan and develop the landside improvements necessary to support service at these locations. We believe that any landside modifications or improvements will best be undertaken by each jurisdiction through use of existing contractors and vendors. The total costs of such improvements are not included in our initial budget, but will be established and defined in detail as part of the Phase 1 Business & Operations Development project."

Business & Operations (complete) Plan - $1,950,488

After awarding HMS a Consulting Services Agreement to complete Phase 1 (as described in its response to RQU No. 7942), the City St. Petersburg requested HMS include the “outside-of-scope” (exclusions) services items in its work Plan. This required HMS to include items in the Phase 1 – Business & Operations Plan that were designated the City’s responsibility under the original response. This included consideration of landside and ramp development, marketing activities, onboard concession services, as well as the possible development of an Apollo Beach terminal facilities. Also, the City requested that commuter service – not originally included in the HMS response – also be described in the Phase 1 plan.

On May 3, 2016, HMS submitted the Business & Operations Plan called for under the Consulting Services Agreement, plus the additional items requested by the City. The estimated costs of the fully-integrated plan - serving St. Petersburg, Tampa and Apollo Beach - that addressed all items was calculated to be $1,950,488. This included various contingency budget items such as $30,000 for major mechanical failure, $25,000 for insurance deductible, and $100,000 for other shore side and general contingencies.

The City Requests a Revised Budget (removing contingencies and other features) - $1,404,794

After the City reviewed the Business & Operations Plan submitted by HMS on May 3rd, the City requested revisions to the Plan to achieve a total project budget estimate of $1.4 million. By necessity, this resulted in the elimination of key items that were in the May 3rd Plan.

Key Service Elements

Here is a list of key service elements for a possible Plan revision that could achieve budget reductions – working toward the City’s goal of $1.4 million:

- 23 weekends of scheduled Friday-Sunday transit service between downtown St. Petersburg and downtown Tampa, with two round-trips scheduled for each day.
- 6 weeks of Monday-Thursday commuter service between downtown St. Petersburg and downtown Tampa consisting of a single daily round-trip.
- Approximately 20 weeks of Monday-Thursday weeknight excursion service, and three weekends of excursion service (during weekends when Tampa service is not possible) offered out of St. Petersburg, on a market demand basis.
- Charter and special event service offered out of St. Petersburg on a market demand basis when not in conflict with scheduled transit service.
These potential revisions seek to maximize service ridership and revenue potential while reducing incremental operating costs.

Possible Deductions

Working toward the budget reductions requested by the City, HMS considered the following possible reductions from the May 3rd Plan:

- Friday-Sunday transit service is reduced to two daily round-trips, reducing fuel costs.
- Reduction of Monday-Thursday commuter service to a 6-week period and operating only between St. Petersburg and Tampa (dropping Apollo Beach), operating from mid-January to the end of February 2017. One single-round trip.
- Twice weekly "mid-week" excursion trips based out of St. Petersburg operated on a market-demand basis. Note: The Tampa Convention Center site is not available for such service due to license agreement restrictions.
- Elimination of Apollo Beach marine terminal and landside facilities.
- Elimination of City of Tampa mooring fees. Note: Subject to agreement by the City of Tampa.
- City of St. Petersburg landside improvements reduced by $12,500.

Table of Possible Deductions

<table>
<thead>
<tr>
<th>Itemized Deductions</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel reduction (based on fuel rate of $2/gal)</td>
<td>200,508</td>
</tr>
<tr>
<td>St. Petersburg Upland parts &amp; labor reduction</td>
<td>12,500</td>
</tr>
<tr>
<td>Apollo Landing removed</td>
<td>127,848</td>
</tr>
<tr>
<td>Tampa Convention Center Mooring Fee eliminated</td>
<td>15,900</td>
</tr>
<tr>
<td>Land-side Project Management eliminated</td>
<td>12,500</td>
</tr>
<tr>
<td>Legal/permits for Apollo property eliminated</td>
<td>4,000</td>
</tr>
<tr>
<td>Administrative and handling fee</td>
<td>17,438</td>
</tr>
<tr>
<td>Allowances</td>
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</tr>
<tr>
<td>- Insurance Deductible</td>
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</tr>
<tr>
<td>- Major Repairs</td>
<td>30,000</td>
</tr>
<tr>
<td>Contingency</td>
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</tr>
</tbody>
</table>

Total After Deductions $1,404,794

Supporting Detail

- Budget Revisions - Exhibit A.
- Modified Schedule - Exhibit B.
### St Pete - Tampa Ferry Pilot Project

#### Revised Project Cost Summary

*As of: May 11, 2016*

<table>
<thead>
<tr>
<th>HMS FIXED</th>
<th>REVISEd DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vessel Ops</td>
<td>568,607</td>
</tr>
<tr>
<td>Operational Management and Admin</td>
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<table>
<thead>
<tr>
<th>* ALLOWANCE</th>
<th>Handling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Deductible</td>
<td>25,000</td>
</tr>
<tr>
<td>Major Repair</td>
<td>30,000</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIENT COSTS</th>
<th>Handling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel (vessel)</td>
<td>319,200</td>
</tr>
<tr>
<td>Terminals</td>
<td>357,064</td>
</tr>
<tr>
<td>insurance (estimate only)</td>
<td>23,081</td>
</tr>
<tr>
<td>Marketing</td>
<td>75,000</td>
</tr>
<tr>
<td>Contingency [to be determined by client]</td>
<td>100,000</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>874,345</td>
</tr>
</tbody>
</table>

| **Total**                                      | Handling |
|                                                | 0        |

---

Addendum to B&O Plan
HMS Ferries, Inc.

May 12, 2016
Page 4
### Exhibit B – Addendum Schedule

<table>
<thead>
<tr>
<th>Conceptual Schedule Subject to Market and Operational Requirements</th>
<th>Depart Tampa</th>
<th>Trips</th>
<th>Depart St. Petersburg</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Weekend Schedule</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Friday</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6:20</td>
<td>1</td>
<td>5:10</td>
<td></td>
</tr>
<tr>
<td>10:20</td>
<td>2</td>
<td>9:10</td>
<td></td>
</tr>
<tr>
<td><strong>Saturday</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6:20</td>
<td>1</td>
<td>5:10</td>
<td></td>
</tr>
<tr>
<td>10:20</td>
<td>2</td>
<td>9:10</td>
<td></td>
</tr>
<tr>
<td><strong>Sunday</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12:00</td>
<td>1</td>
<td>11:00</td>
<td></td>
</tr>
<tr>
<td>6:00</td>
<td>2</td>
<td>4:00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monday-Thursday Commuter</th>
<th>Depart St. Petersburg</th>
<th>Depart Tampa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 16th - Feb. 24th contingent upon subscription</td>
<td>7:00</td>
<td>5:15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monday-Thursday Excursion (Non commuter weeks)</th>
<th>45 minutes prior to Sunset</th>
<th>30-120 minutes</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>April Sports Month (optional)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lightning Playoffs Games</td>
<td>5:30</td>
<td>10:00</td>
</tr>
<tr>
<td>Rays Games (Depart TPA or Apollo options, not both for same game)</td>
<td>4:30</td>
<td>5:30</td>
</tr>
<tr>
<td></td>
<td>9:45</td>
<td>10:45</td>
</tr>
</tbody>
</table>
Business and Operations Plan
Tampa Bay Ferry Pilot Project
2nd Addendum
June 8, 2016

BACKGROUND

This is the second addendum to the Business and Operations Plan submitted to the City of St. Petersburg on May 3, 2016.

The first addendum was provided on May 12, 2016 and focused on how the project could be delivered for an estimated cost not to exceed $1,400,000.

This second addendum focuses on the project objectives and how the pilot service can be implemented.

MISSION

The objectives of the Tampa Bay Ferry Pilot Project (Pilot Service) are to:

- Introduce progressive transportation technology to the Tampa Bay region
- Evaluate potential demand for a long-term / sustained transit-based ferry service that connects key population centers on Tampa Bay
- Identify various user (rider) groups / segments
- Consider how long-term / sustained ferry service can be integrated into the regional transportation network
- Evaluate the operational, logistical and regulatory issues related to the service
- Evaluate consumer preferences
- Evaluate revenue potential
- Identify the ideal type and size of vessel(s) for long-term / sustained service
- Consider various options for planning, management, operation and governance of a long-term / sustained service
- Identify long-term / sustainable funding sources and mechanisms
- Evaluate pricing and the elasticity of demand
- Identify and consider stakeholder issues

ROUTE

The Pilot Service will operate on Tampa Bay between the cities of St. Petersburg and Tampa.

An Apollo Beach terminal was studied in the Business and Operations Plan but was determined not to be feasible for this Pilot Service due to regulatory and cost issues. This location can be reconsidered at a later time and contingent upon the findings of the Pilot Service.
PLANNED APPROACH

The participating governments will work with an established ferry service operator (Operator) to implement the project during a 6-month operating period commencing November 1, 2016 and ending April 30, 2017.

Based on the risk the Operator will be asked to assume, the project will generally be viewed as a Public-Private Partnership.

The specific terms and conditions of the relationship will be covered in an Operating Agreement, but will generally include:

1. The City of St. Petersburg will be the lead agency and function as the Public Representative.
2. The Operator will provide a turnkey Pilot Service, except for permitting and upland improvements – which will be provided by the Public Representative.
3. The Operator will receive a fixed price of $1.4 million to provide the Pilot Service.
4. Also, the Operator shall retain the first $125,000 of the ticketing, advertising and sponsorship revenue to cover the balance of its project expenses. Any additional revenue from these sources shall go to the City of St. Petersburg for distribution to the other participating governments.
5. The Operator will assume the risk of generating the additional $125,000 in revenue to cover all its project costs.
6. The Pilot Service will consist of a minimum of two (2) round trips between the two cities on M, T, W, Thurs, Sat, and Sun. and up to three (3) trips on Friday - subject to crew and scheduling logistics.
7. The fares charged for the service will be established by mutual agreement between the Operator and the Public Representative.
8. The City of St. Petersburg is responsible for upland development and engineering costs (estimated to not exceed $50,000) associated with upland terminal preparation for the Pilot Service. The City of St Petersburg shall apply to the Corp of Engineers for approval of the dock and terminal facilities in St Petersburg. If this cannot be accomplished, the Public will have an opt-out clause.

OTHER AGENCIES

The Public-Private project team will work closely with Hillsborough County, Pinellas County and the City of Tampa in developing and implementing the Pilot Ferry project. It will also interface with the Florida Department of Transportation and Federal Transit Administration regarding opportunity to establish the service on a long-term basis.

SCHEDULE

The operating schedule is the foundation of the Pilot Service and associated costs. Safe, reliable and efficient transit service is a key focus of the project, therefore the proposed operating schedule was optimized to provide service seven (7) days a week.

Midweek the service emphasizes commuter transit activities; while on the weekends the service emphasizes discretionary (recreation, tourism, sports and entertainment) transit activities. The schedule was optimized based on available funding and is therefore limited in its hours and scope.
The final schedule details will be defined in the Operating Agreement, but will generally reflect the schedule below.

Table 1 - Schedule

<table>
<thead>
<tr>
<th>Conceptual Schedule</th>
<th>Depart St. Pete</th>
<th>Trips</th>
<th>Depart Tampa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject to Market and Operational Requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekday Schedule (Monday-Thursday)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7:00 AM</td>
<td>2</td>
<td>10:00 AM</td>
</tr>
<tr>
<td></td>
<td>3:00 PM</td>
<td>2</td>
<td>5:15 PM</td>
</tr>
<tr>
<td>Friday</td>
<td>7:00 AM</td>
<td>2</td>
<td>4:00 PM</td>
</tr>
<tr>
<td></td>
<td>5:15 PM</td>
<td>2</td>
<td>6:30 PM</td>
</tr>
<tr>
<td></td>
<td>9:15 PM</td>
<td>2</td>
<td>10:30 PM</td>
</tr>
<tr>
<td>Saturday</td>
<td>5:15 PM</td>
<td>2</td>
<td>6:30 PM</td>
</tr>
<tr>
<td></td>
<td>9:15 PM</td>
<td>2</td>
<td>10:30 PM</td>
</tr>
<tr>
<td>Sunday</td>
<td>11:00 AM</td>
<td>2</td>
<td>12:15 PM</td>
</tr>
<tr>
<td></td>
<td>5:30 PM</td>
<td>2</td>
<td>6:45 PM</td>
</tr>
</tbody>
</table>

April Sports Month (optional weekday service)

| | Lightning Playoffs Games | | |
| | 7:00 AM | 2 | 4:15 PM |
| | 5:30 PM | 2 | 10:00 PM |

| | Rays Games | | |
| | 7:00 AM | 2 | 5:30 PM |
| | 10:00 PM | 2 | 11:15 PM |

REVENUE POTENTIAL

One of the objectives of the Pilot Service is to gain a better understanding of the revenue potential for the service, as well as gaining an understanding of how price impacts ridership demand (Elasticity of Demand).

Additional revenue can potentially be generated from sponsorships and special event activities.

The Operator and Public Representative will establish the official Pilot Service fares. However, the following tables represent the potential for revenue generation at different fare and ridership levels.

Table 2 – Rev Factors

<table>
<thead>
<tr>
<th>Service Option</th>
<th>Max Trips/Period</th>
<th>Periods</th>
<th>Period Unit</th>
<th>Max PAX/Trip</th>
<th>Max Ticket Sales</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-F Day Time Intercity Service</td>
<td>18</td>
<td>24</td>
<td>Week</td>
<td>149</td>
<td>64,368</td>
<td>One Way</td>
</tr>
<tr>
<td>Weekend Intercity</td>
<td>12</td>
<td>24</td>
<td>Weekend</td>
<td>149</td>
<td>42,912</td>
<td>One Way</td>
</tr>
<tr>
<td>Special Events (Gasparilla &amp; NYE)</td>
<td>1</td>
<td>2</td>
<td>Days</td>
<td>149</td>
<td>298</td>
<td>RT</td>
</tr>
</tbody>
</table>

Table 3 – Revenue Sensitivity
Revenue Matrix

<table>
<thead>
<tr>
<th>M-F Daytime Intercity Service</th>
<th>Ticket Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Sales</td>
<td>Max Tickets</td>
</tr>
<tr>
<td>25%</td>
<td>64,368</td>
</tr>
<tr>
<td>50%</td>
<td>64,368</td>
</tr>
<tr>
<td>75%</td>
<td>64,368</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Intercity Weekend</th>
<th>Ticket Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Sales</td>
<td>Max Tickets</td>
</tr>
<tr>
<td>25%</td>
<td>42,912</td>
</tr>
<tr>
<td>50%</td>
<td>42,912</td>
</tr>
<tr>
<td>75%</td>
<td>42,912</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Miscellaneous</th>
<th>Number</th>
<th>Pax</th>
<th>Ticket/Pax</th>
<th>Low Revenue</th>
<th>High Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Occasions (New Years Eve/Garparilla)</td>
<td>2</td>
<td>100</td>
<td>$50</td>
<td>$10,000</td>
<td>$14,900</td>
</tr>
<tr>
<td>Sponsorships</td>
<td></td>
<td></td>
<td></td>
<td>$50,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$60,000</td>
<td>$114,900</td>
</tr>
</tbody>
</table>

There is insufficient information available to predict the total revenue the Pilot Service might generate. In fact, this is one of the questions the project seeks to clarify. In any event, the above revenue tables can be used to help bracket the project’s revenue potential.

COST BREAKDOWN

Under the current strategy, the Operators project budget is summarized as follows:

Table 4 - Operator’s Budget

<table>
<thead>
<tr>
<th>Revised Budget (associated with 2nd Amendment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vessel Operations</td>
</tr>
<tr>
<td>Operational Management and Administration</td>
</tr>
<tr>
<td>Maritime Facilities (Terminals)</td>
</tr>
<tr>
<td>Marketing</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>
EXHIBIT "B" – Illustration of Submerged Area and Upland Area
**EXHIBIT “C” – Payment Terms**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Payment Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Lead Items and Mobilization Costs #1</td>
<td>$300,000</td>
<td>By August 12, 2016</td>
</tr>
<tr>
<td>Long Lead Items and Mobilization Costs #2</td>
<td>$140,000</td>
<td>By September 1, 2016</td>
</tr>
<tr>
<td>Prior to commencement of Ferry Service</td>
<td>$151,667</td>
<td>Before November 1, 2016</td>
</tr>
<tr>
<td>Prior to each month of service</td>
<td>$151,667</td>
<td>Before December 1, 2016</td>
</tr>
<tr>
<td></td>
<td>$151,667</td>
<td>Before January 1, 2017</td>
</tr>
<tr>
<td></td>
<td>$151,667</td>
<td>Before February 1, 2017</td>
</tr>
<tr>
<td></td>
<td>$151,667</td>
<td>Before March 1, 2017</td>
</tr>
<tr>
<td></td>
<td>$151,665</td>
<td>Before April 1, 2017</td>
</tr>
</tbody>
</table>

Note: In addition to the City paying Operator the amounts set forth above in accordance with this Agreement, the City has previously expended $50,000 of its $350,000 funding contribution for several long lead time items related to implementation of the Ferry Service pursuant to a letter agreement between the City and Operator dated June 22, 2016. The City has also committed $50,000 to develop, install and provide Terminal Facilities pursuant to Paragraph 8.1 of this Agreement.
### Scenario 4

The City does not obtain any permits or approvals required by any environmental or regulatory agency by Sept. 15, 2016.

#### Amounts Paid by City

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount Paid by City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug</td>
<td>$300,000</td>
</tr>
<tr>
<td>Sep</td>
<td>$140,000</td>
</tr>
<tr>
<td>Oct</td>
<td></td>
</tr>
<tr>
<td>Nov</td>
<td></td>
</tr>
<tr>
<td>Dec</td>
<td></td>
</tr>
<tr>
<td>Jan</td>
<td></td>
</tr>
<tr>
<td>Feb</td>
<td></td>
</tr>
<tr>
<td>Mar</td>
<td></td>
</tr>
<tr>
<td>Apr</td>
<td></td>
</tr>
</tbody>
</table>

#### Amount Earned by Operator

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount Earned by Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Amount</td>
<td>$31,250</td>
</tr>
<tr>
<td>Vessel Amount</td>
<td>$75,000</td>
</tr>
<tr>
<td>Other Job Costs</td>
<td>Actual costs committed (plus 10%) on the date of termination plus budgeted demobilization amounts (plus 10%)</td>
</tr>
</tbody>
</table>

#### Refund or Payment (reconciliation)

A refund by Operator or payment by City is made. Calculation is based on the amount Operator has earned from Fixed, Vessel, and Other Job Costs as described in the table for this scenario and the difference of what the City has paid the Operator at time of termination.

### Scenario 5

For this scenario, the City is required to give notice of its decision as described in the Notice of Termination (reconciliation).

#### Amounts Paid by City

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount Paid by City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug</td>
<td>$300,000</td>
</tr>
<tr>
<td>Sep</td>
<td>$140,000</td>
</tr>
<tr>
<td>Oct</td>
<td>$141,667</td>
</tr>
<tr>
<td>Nov</td>
<td>$141,667</td>
</tr>
<tr>
<td>Dec</td>
<td>$141,667</td>
</tr>
<tr>
<td>Jan</td>
<td>$141,667</td>
</tr>
<tr>
<td>Feb</td>
<td>$141,667</td>
</tr>
<tr>
<td>Mar</td>
<td>$141,667</td>
</tr>
<tr>
<td>Apr</td>
<td></td>
</tr>
</tbody>
</table>

#### Amount Earned by Operator

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount Earned by Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Amount</td>
<td>$31,250</td>
</tr>
<tr>
<td>Vessel Amount</td>
<td>$75,000</td>
</tr>
<tr>
<td>Other Job Costs</td>
<td>Actual costs committed (plus 10%) on the date of termination plus budgeted demobilization amounts (plus 10%)</td>
</tr>
</tbody>
</table>

#### Refund or Payment (reconciliation)

A refund by Operator or payment by City is made. Calculation is based on the amount Operator has earned from Fixed, Vessel, and Other Job Costs as described in the table for this scenario and the difference of what the City has paid the Operator at time of termination.

### Scenario 6

Damage to Submerged Area, Maritime Facilities, Terminal Facilities, Uplands Area pursuant to the Agreement.

#### Amounts Paid by City

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount Paid by City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug</td>
<td>$300,000</td>
</tr>
<tr>
<td>Sep</td>
<td>$140,000</td>
</tr>
<tr>
<td>Oct</td>
<td>$141,667</td>
</tr>
<tr>
<td>Nov</td>
<td>$141,667</td>
</tr>
<tr>
<td>Dec</td>
<td>$141,667</td>
</tr>
<tr>
<td>Jan</td>
<td>$141,667</td>
</tr>
<tr>
<td>Feb</td>
<td>$141,667</td>
</tr>
<tr>
<td>Mar</td>
<td>$141,667</td>
</tr>
<tr>
<td>Apr</td>
<td></td>
</tr>
</tbody>
</table>

#### Amount Earned by Operator

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount Earned by Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Amount</td>
<td>$31,250</td>
</tr>
<tr>
<td>Vessel Amount</td>
<td>$75,000</td>
</tr>
<tr>
<td>Other Job Costs</td>
<td>Actual costs committed (plus 10%) on the date of termination plus budgeted demobilization amounts (plus 10%)</td>
</tr>
</tbody>
</table>
### Scenario 7: Vessel is Damaged and Not Repaired or Replaced in 30 Days

- If the vessel is damaged and not repaired or replaced within 30 days, a refund or payment may be issued. The decision to issue a refund or payment is based on the amount earned by the operator or the amount paid by the city at the time of agreement.

### Table: Calculation of Refund or Payment

<table>
<thead>
<tr>
<th>Month</th>
<th>Operator Earned</th>
<th>City Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug</td>
<td>$31,250</td>
<td>$530,000</td>
</tr>
<tr>
<td>Sep</td>
<td>$31,250</td>
<td>$140,000</td>
</tr>
<tr>
<td>Oct</td>
<td>$75,000</td>
<td>$151,567</td>
</tr>
<tr>
<td>Nov</td>
<td>$75,000</td>
<td>$151,667</td>
</tr>
<tr>
<td>Dec</td>
<td>$75,000</td>
<td>$151,667</td>
</tr>
<tr>
<td>Jan</td>
<td>$75,000</td>
<td>$151,667</td>
</tr>
<tr>
<td>Feb</td>
<td>$75,000</td>
<td>$151,667</td>
</tr>
<tr>
<td>Mar</td>
<td>$75,000</td>
<td>$151,667</td>
</tr>
</tbody>
</table>

### Notes

1. Amounts identified in this exhibit are earned in full as of the first day of the month in the schedule. Amounts are not prorated.
2. Fixed Amount includes distributed overhead costs. This includes divisional and corporate overhead not specifically charged to the job (e.g., safety & training, regulatory compliance, HR, accounting, legal, etc.).
3. Vessel Amount: The amount paid to the vessel owner (or vessel charter includes 6 months of charter plus delivery and delivering the vessel, crew travel and housing.
4. Other Job Costs: All project costs not covered in the Fixed or Vessel amounts. This includes equipment installation, procurement, material, personnel, expiration, and service.
## Terminal Facilities

<table>
<thead>
<tr>
<th>Items Provided by City</th>
<th>Size</th>
<th>Unit</th>
<th>AMT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driveway 12' x 100' x 6&quot;</td>
<td>45 SY</td>
<td>$6,075</td>
<td></td>
</tr>
<tr>
<td>Seawall Modifications</td>
<td>3,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shell Pad 30' x 40'</td>
<td>60 CY</td>
<td>$2,130</td>
<td></td>
</tr>
<tr>
<td>Clearing (Pad, Area Items around Dock Landing)</td>
<td>2200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power</td>
<td>240V</td>
<td>2500</td>
<td></td>
</tr>
<tr>
<td>Hubbell Connector</td>
<td>240V</td>
<td>1250</td>
<td></td>
</tr>
<tr>
<td>2&quot; Line</td>
<td>2500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1&quot; Line</td>
<td>1500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/2&quot; Line</td>
<td>1350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/4&quot; Line</td>
<td>1050</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driveway 12' x 100' x 6&quot;</td>
<td>45 SY</td>
<td>$6,075</td>
<td></td>
</tr>
</tbody>
</table>

**Total** $50,000

### Items Provided by Operator to be Installed by City

- Passenger Waiting Area Tent
- Ticket Booth

*Details and specifications of Terminal Facilities shall be mutually agreed upon by the City and Operator.*
EXHIBIT "G" – Approval Memorandum

APPROVAL MEMORANDUM
Between
The City of St. Petersburg, Florida
and
HMS Ferries, Inc.

THIS APPROVAL MEMORANDUM ("Memorandum") is made and entered into this ____ day of ________, ____, by and between the City of St. Petersburg, Florida, a municipal corporation ("City") whose post office address is Post Office Box 2842, St. Petersburg, Florida 33731-2842, and HMS Ferries, Inc. ("Operator") whose post office address is 385 Ericksen Avenue NE., Suite 123, Bainbridge Island, WA 98110, collectively (the "Parties").

WITNESSETH

WHEREAS, the City and Operator entered into a License and Operating Agreement dated the ____ day of ________, ____ ("Agreement") pursuant to St. Petersburg City Council Resolution ________,; and

WHEREAS, the Agreement is subject to certain required approval(s) ("Required Approval") as set forth in Paragraph 17 of the Agreement; and

WHEREAS, Paragraph 17.3 of the Agreement sets forth that the Parties shall memorialize the granting of required approvals in a memorandum, signed by the Parties; and

WHEREAS, the Required Approval(s) were granted on _______________. A copy of documents granting the Required Approval(s) is attached hereto.

NOW THEREFORE, the Parties agree that Required Approval has been obtained as set forth in the Agreement and each party to this Memorandum represents and warrants to the other party that (i) it is duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Memorandum to execute the same and fully bind the party on whose behalf they are executing.

[SIGNATURE PAGES FOLLOW THIS PAGE]
IN WITNESS WHEREOF the Parties hereto have caused this document to be executed by their duly authorized representatives on the day and date first above written.

WITNESSES

HMS Ferries, Inc., a Florida corporation

By: ___ DO NOT SIGN ___
Gregory A. Dronkert, as its President

Sign: ___________________
Print: ___________________

(Seal)

STATE OF FLORIDA   )
COUNTY OF PINELLAS  )

The foregoing instrument was acknowledged before me this ___ day of ____________, _____, by Gregory A. Dronkert, as President of HMS Ferries, Inc., a Florida corporation, on behalf of the company and appeared before me at the time of notarization.

Personally known
Presented ________________________________ as identification

Notary Public - State of Florida

_____________________________ ________________________________
Notary Signature Commission Expires
WITNESSES

CITY OF ST. PETERSBURG, FLORIDA,
a Florida municipal corporation

By: ____ DO NOT SIGN

_____________________, as its_______________________

ATTEST

By: ____ DO NOT SIGN

Chan Srinivasa, City Clerk

Reviewed by:

(Signature)

Bruce Grimes, Director
Real Estate & Property Management

STATE OF FLORIDA  )
COUNTY OF PINELLAS  )

The foregoing instrument was acknowledged before me this ___ day of
_________ 2016, by _____________and Chan Srinivasa as its_______________________
and City Clerk, respectively, of the City of St. Petersburg, Florida, a Florida municipal
corporation, existing under the laws of the State of Florida, on behalf of the corporation. They
are personally known to me and appeared before me at the time of notarization.

Notary Public - State of Florida

Notary Signature

Commission Expires

APPROVED AS TO CONTENT AND FORM:

City Attorney (Designee)
By: ___________________________

Assistant City Attorney
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this _____ day of ______, 2016 by and between the City of St. Petersburg, Florida ("City of St. Petersburg") and Pinellas County, Florida ("Pinellas"), City of Tampa, Florida ("Tampa"), and Hillsborough County, Florida ("Hillsborough"). For purposes of this Agreement, Pinellas, Tampa and Hillsborough shall be referred to collectively as the "Participating Governmental Agencies" and the "Parties" to this Agreement shall be the City of St. Petersburg and the Participating Governmental Agencies.

RECITALS

WHEREAS, passenger ferries represent one of the most cost-effective options for providing transportation capacity and service between communities and destinations located around Tampa Bay; and

WHEREAS, passenger ferries represent a regional transportation capacity option that can be implemented faster than other options; and

WHEREAS, passenger ferries can provide an elegant and iconic connection to and between major cities and destinations around Tampa Bay and have significant potential to boost urban and environmental tourism in Tampa, St. Petersburg, Pinellas County and Hillsborough County by providing greater participation and attendance at major sporting events, museums, restaurants and special events in these areas; and

WHEREAS, the City of St. Petersburg issued a request for qualifications seeking entities qualified in establishing a pilot passenger ferry service; and

WHEREAS, HMS Ferries, Inc. ("HMS") submitted a response to the request for qualifications and, after reviewing HMS’s response, the City of St. Petersburg determined that HMS was qualified to establish and operate a pilot passenger ferry service; and

WHEREAS, the City of St. Petersburg and HMS intend to enter into a license and operating agreement for HMS to manage and operate a pilot passenger ferry service between St. Petersburg and Tampa ("Pilot Ferry Service"); and

WHEREAS, the City of St. Petersburg is requesting funding from the Participating Governmental Agencies for the Pilot Ferry Service.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City of St. Petersburg and the Participating Governmental Agencies hereby agree as follows:

1
1. PURPOSE

The City of St. Petersburg and the Participating Governmental Agencies desire to enter into this Agreement for the Participating Governmental Agencies to provide funding for the Pilot Ferry Service.

2. DESCRIPTION OF PILOT PROJECT

A. The Pilot Ferry Service is a pilot project to (i) determine if a ferry service can be sustained in the future for the Tampa Bay region and (ii) measure demand for commuter and non-commuter service, pricing feasibility, revenue generation, consumer preferences, marketing effectiveness and impact on vehicle use. HMS will manage and operate the Pilot Ferry Service pursuant to and in accordance with the License and Operating Agreement between the City of St. Petersburg and HMS ("License and Operating Agreement"), which License and Operating Agreement shall be consistent with the primary business points set forth in Exhibit A of this Agreement; provided, however, that the duration of the Pilot Ferry Service shall be as set forth in the License and Operating Agreement.

B. Tampa will negotiate in good faith with HMS to allow HMS to obtain necessary dockage for the Pilot Ferry Service.

3. NEGOTIATION OF LICENSE AND OPERATING AGREEMENT

The City of St. Petersburg shall be responsible for negotiating the terms and conditions of the License and Operating Agreement, provided that the City of St. Petersburg shall ensure the License and Operating Agreement requires the Participating Governmental Agencies to be named as additional insureds on all insurance policies in which the City of St. Petersburg is a named insured or an additional insured.

4. FUNDING AND WAIVER OF FEES

A. On or before August 30, 2016, each of the Participating Governmental Agencies shall pay the City of St. Petersburg three hundred fifty thousand dollars ($350,000) for the Pilot Ferry Service. The Participating Governmental Agencies shall not be responsible for contributing any additional funds to the Pilot Ferry Service.

B. If the Pilot Ferry Service does not commence due to the fault of HMS, the City of St. Petersburg shall reimburse the Participating Governmental Entities the full amount of their funding contribution.

C. If the Pilot Ferry Service does not commence because the City of St. Petersburg does not obtain any required permits and approvals from all applicable environmental and regulatory agencies or due to a force majeure event, any of the funds paid to the City of St. Petersburg for the Pilot Ferry Service that are not expended pursuant to the License and Operating Agreement shall be reimbursed to the Participating Governmental Agencies in equal shares.
D. Once the Pilot Ferry Service commences, if any of the funds paid to the City of St. Petersburg for the Pilot Ferry Service are not expended pursuant to the License and Operating Agreement (e.g., early termination of the License and Operating Agreement or excess funds available at the end of the term of the License and Operating Agreement), the City of St. Petersburg shall reimburse the Participating Governmental Agencies equal shares of such unexpended funds.

E. Tampa shall waive all docking fees for the Pilot Ferry Service.

5. Revenues Sharing

Pursuant to the License and Operating Agreement, the City of St. Petersburg shall receive all gross revenues, excluding third party costs, fees and selling commissions and sales taxes, generated from the Pilot Ferry Service above one hundred twenty-five thousand dollars ($125,000) ("Revenues"). In the event that the City of St. Petersburg receives any Revenues from the Pilot Ferry Service, the Parties shall equally share such Revenues. Any Revenues due to the Participating Governmental Agencies shall be paid by the City of St. Petersburg to the Participating Governmental Agencies within thirty (30) days after the City of St. Petersburg’s receipt of Revenues.

6. Term of Agreement

This Agreement shall be effective on August 11, 2016, and shall remain in effect during the term of the License and Operating Agreement.

7. Amendments

This Agreement may be modified or amended only by a document in writing executed by the Parties with the same formality of this Agreement.

8. Governing Law

The laws of the State of Florida shall govern this Agreement.

9. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

10. 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 one party to another 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 OF ST. PETERSBURG
City of St. Petersburg
175 Fifth Street North
St. Petersburg, FL 33701
Attn: Rick Kriseman, Mayor

PINELLAS COUNTY
Pinellas County
315 Court Street
Clearwater, Florida 33756
Attn: Mark S. Woodard,
County Administrator

CITY OF TAMPA
City of Tampa
306 E. Jackson Street, 2N
Tampa, Florida 33602
Attn: Bob McDonough,
Administrator of Economic Opportunity

HILLSBOROUGH COUNTY
Hillsborough County
601 E. Kennedy Blvd., 26th Floor
Tampa, Florida 33602
Attn: Michael S. Merrill,
County Administrator

11. ENTIRE AGREEMENT
This Agreement reflects the full and complete agreement between the Parties regarding the subject matter contained herein and supersedes all prior or contemporaneous agreements (whether oral or written) between them regarding the subject matter contained herein.

12. EXECUTION
This Agreement may be signed in counterparts by the Parties hereto.

REMAINING PORTION INTENTIONALLY LEFT BLANK.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF ST. PETERSBURG, FLORIDA

By: ___________________________________
    Rick Kriseman, as its Mayor

City Clerk
(SEAL)

Approved as to Form and Content

City Attorney (Designee)

280515
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

PINELLAS COUNTY, FLORIDA

By: __________________________________________
   Chairman, Pinellas County Board of County Commissioners

APPROVED AS TO FORM:

__________________________________________
Office of the County Attorney
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

HILLSBOROUGH COUNTY, FLORIDA ATTEST

By: ____________________________

Lesley “Les” Miller, Jr., Chairman,
Hillsborough County Board of County Commissioners

APPROVED AS TO FORM:

_______________________________

Office of the County Attorney
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF TAMPA, FLORIDA

By: _____________________________
    Bob Buckhorn, as its Mayor

APPROVED AS TO FORM:

______________________________
Office of the City Attorney
EXHIBIT A
Primary Business Points
for a Pilot Water Passenger Ferry Service

The City of St. Petersburg ("City") was presented with a response to our RFQ (RQU No. 7942) by HMS Ferries, Inc, ("HMS") to explore a pilot ferry project ("Project") between the cities of St. Petersburg and Tampa. The response called for a two phased approach to determine Project feasibility. Phase I of the Project was completed with the submission of the Business and Operations Plan by HMS.

This Primary Business Points document ("Business Points") details the requirements for Phase II – Project Operations. It is the City's intent to present these Business Points to our City Council at their June 9, 2016 meeting. Subject to City Council approval, the City will then create an Operating Agreement consistent with these Business Points.

**Primary Business Points**

1. HMS will provide a guaranteed fixed price Pilot Ferry Service between the City of Tampa and the City of St. Petersburg for $1.4 million for six months subject to the approval of the four (4) governmental entities (St. Petersburg, Tampa, Hillsborough County, Pinellas County).
2. This service will consist of a minimum of two (2) trips between the two cities on M, T, W, Thurs, Sat, and Sun. and three (3) trips on Friday. This schedule will test both the commuter market and the recreational market.
3. HMS will have the rights to the first $125,000 in revenue produced by the service including ticket and sponsorship revenue. This revenue will be used to cover the additional expenses identified in the attached budget beyond $1.4 million.
4. If the revenue is not produced, HMS has agreed to be at risk for covering these expenses for the Pilot Ferry Service.
5. Any revenue produced above $125,000 will be shared among the four (4) governmental entities.
6. The estimated fare for Ferry Service on a one way trip between the two cities is $10 with the flexibility to adjust subject to market conditions.
7. The City of St. Petersburg is responsible for upland development and engineering costs (estimated to not exceed $50,000) associated with terminal preparation for the Ferry to dock.
8. The City currently has an application into the Corp of Engineers for approval of the terminal. The City will have an opt-out clause in the contract with HMS and the other funders if this application is denied or escalates into unforeseen costs.
9. Payment terms are as identified in the Project Cost Summary (attached).
10. An Apollo Terminal and stop was studied in the main business and operational plan and it was found to be not feasible for this Pilot Ferry Service because of regulatory and cost issues but we are hopeful that it can be added later if the Ferry Service is successful.

The main purpose of the Pilot Ferry Service is to measure whether a Ferry Service can be sustained in the future for the Tampa Bay region. The Pilot will measure demand for commuter and non-commuter service, pricing feasibility, revenue generation, consumer preferences, marketing effectiveness and impact on vehicle use. We will work closely with state and federal Department of Transportation personnel to determine how best to access future funding for this service if the Pilot is successful. As shown in the budget, the largest expense is the boat – approximately $560,000 – to lease for this six month period. If funding can be obtained in the future for the boat or boats, the cost becomes more manageable and can be measured against the results from the Pilot.

Primary Business Points agreed to by:

Alan DeLisle, Administrator
City Development Administration
City of St. Petersburg, Florida

Greg Dronkert, President
HMS Ferries, Inc.
City of St. Petersburg
MEMORANDUM
Budget & Management

TO: Honorable Amy Foster, Chair and Council Members
FROM: Tom Greene, Budget and Management Director
DATE: July 28, 2016
RE: FY17 Fiscal Policies

During the July 21, 2016, City Council meeting consideration of the resolutions amending the city’s FY17 Fiscal Policies was postponed until August 4, 2016. The purpose of this postponement was to allow the administration time to include additional language as it relates to the Capital Expenditures and Debt Financing policies.

The attached resolutions includes two proposed changes to the Fiscal Policies for FY17.

1) Remove the Arts and Cultural Program Fund (1042) from the General Fund “Group of Funds” (see page 5 of Fiscal Policy document Fund Balance Reserve Target).

2) To provide that estimated requirements for capital projects shall include all costs reasonably associated with the completion of the project and shall take into consideration both life cycle and initial costs where appropriate. (see page 12 of Fiscal Policy document Fiscal Policy for Capital Expenditures and Debt Financing)

Attachments: Resolution and Fiscal Policies (red lined)

CC: Rick Kriseman, Mayor
    Kanika Tomalin, Deputy Mayor
    Gary Cornwell, City Administrator
RESOLUTION NO. 16

A RESOLUTION AMENDING THE CITY'S FISCAL POLICIES TO REMOVE THE ARTS AND CULTURAL PROGRAM FUND (1042) FROM THE GENERAL FUND "GROUP OF FUNDS", AND TO PROVIDE THAT ESTIMATED REQUIREMENTS FOR CAPITAL PROJECTS SHALL INCLUDE ALL COSTS REASONABLY ASSOCIATED WITH THE COMPLETION OF THE PROJECT AND SHALL TAKE INTO CONSIDERATION BOTH LIFE CYCLE AND INITIAL COSTS WHERE APPROPRIATE; REAFFIRMING THE CITY'S FISCAL POLICIES AS AMENDED FOR FISCAL YEAR 2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has adopted a comprehensive series of fiscal policies that embody recognized sound financial management concepts ("Fiscal Policies"); and

WHEREAS, the Fiscal Policies are organized under four subject headings including General Fiscal Policy, Fiscal Policy for Annual Operating Revenue and Expenses, Fiscal Policy on Investments and Fiscal Policy for Capital Expenditure and Debt Financing; and

WHEREAS, annually, as part of the budget development process, the Administration reviews and evaluates whether to recommend modifications to the Fiscal Policies; and

WHEREAS, the Administration has completed its review and recommends that the Arts and Cultural Program Fund (1042) be removed from the General Fund "Group of Funds";

WHEREAS, in estimating the costs reasonably associated with the completion of capital projects, it is important to consider both life cycle costs and initial costs where appropriate and the Fiscal Policies should reflect that consideration.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Fiscal Policies of the City of St. Petersburg are hereby amended to remove the Arts and Cultural Program Fund (1042) from the General Fund "Group of Funds" and to provide that estimated requirements for capital projects shall include all costs reasonably associated with the completion of the project and shall take into consideration both life cycle costs and initial costs where appropriate.

BE IT FURTHER RESOLVED that the Fiscal Policies of the City of St. Petersburg, as amended above, are reaffirmed for Fiscal Year 2017.

This resolution shall become effective immediately upon its adoption.
FISCAL POLICIES

The city of St. Petersburg has adopted a comprehensive series of fiscal policies that embody recognized sound financial management concepts. These policies were originally approved by City Council in July 1980. Subsequently, the 1980 policies were updated and expanded, and codified in the city’s Administrative Policies and Procedures. The previous revision to this policy statement was approved by City Council July 19, 2002 (Resolution 2002-406); the city’s detailed Investment Policy was revised and approved April 16, 2009 (Resolution 2009-215). New changes to these policies, incorporated to keep them up to date and compliant with Governmental Accounting Standards Board Statement #54, were adopted by City Council on August 26, 2010 by Resolution 2010-442. In order to keep them up to date, these policies were updated again on August 4, 2011 by Resolution 2011-312. An amendment (Resolution 2012-276) to these policies was approved on June 14, 2012 which amended the policy to reflect that ad valorem shall be earmarked to support the Police Department. During fiscal year 2014, the policies were amended on April 17, 2014 (Resolution 2014-166) to restructure the fund balance target for the General Fund Group of Funds and the core General Fund. It is anticipated that these policies will be amended as part of the city’s annual budget process and reconfirmed each year as a part of budget development.

The fiscal policies are organized under four subject headings:

I. **General Fiscal Policy** presents the overall guidelines for financial and accounting practices, including the basic framework for preparing the city’s operating and capital budgets, maintaining accounting records, and funding services on a non-discriminatory basis.

II. **Fiscal Policy for Annual Operating Revenue and Expenses** outlines the policies for budgeting and accounting for revenue and requirements, and provides adequate fund balances in the city’s various operating funds. This section includes several references to capital project funding in relation to the amount and type of support to be provided by the operating funds.

III. **Fiscal Policy on Investments** provides guidelines for investing, operating and capital balances.

IV. **Fiscal Policy for Capital Expenditures and Debt Financing** directly relates to the resources and requirements of the capital improvement program. Included are overall policies on issuance of debt, as well as guidelines applicable to specific fund types.

The city attempts to adhere to these fiscal policies in the conduct of its operations. However, it must be noted that these policies are guidelines and not statutory limitations. Some of the policies, particularly with regard to recommended fund balances, are designed as goals to be pursued, not necessarily achieved on an annual or ongoing basis. The city reserves the right to deviate from any or all of the fiscal policies if such action is determined by City Council to be in the best interest of St. Petersburg as a whole.
I. GENERAL FISCAL POLICY

A. GENERAL GUIDELINES

1. The annual operating budget of the city of St. Petersburg, Florida shall balance the public service needs of the community with the fiscal capabilities of the city. It is intended to achieve those goals and objectives established by City Council for the next fiscal year. Service programs will represent a balance of services, but with special emphasis on the city's public safety, environmental health, economic development, employment, physical appearance, living conditions, and affordable housing. Services shall be provided on a most cost effective basis.

2. The city recognizes that its citizens deserve a commitment from the city to fiscal responsibility, and that a balanced operating budget is the cornerstone of fiscal responsibility. Annual operating expenditures (personal services, contracts, commodities, supplies, capital outlay, outside agency support, and transfers) will be fiscally balanced with revenues or income estimates that can reasonably and normally be projected to be received during the fiscal year. New programs, or changes in policies that would require the expenditure of additional operating funds, will either be funded through reduction in programs of lower priority or through adjustments to rates, service charges or taxes. Requests for new or modified programs or policies will be accompanied by an analysis of the short and long-term impact on the operating budget caused by such changed or new program or policy, with significant changes reported to the appropriate Council committee and/or full Council.

3. New programs, services, or facilities shall be based on general citizen demand, need or legislated mandate.

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.

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.

6. Consistent with Council Resolution 2009-247, a financial report shall be distributed to City Council following the close of each fiscal quarter. This report shall include the city's investments, pension funds, debt, revenues, expenditures/expenses and fund balances, and shall be presented in a form and forum specified by Council.

7. The city shall provide funding for public services on a fair and equitable basis, and shall not discriminate in providing such services on the basis of race, color, national origin, religion, sex, sexual preference, marital status, age or disability.
8. Budgets for all city departments and all other city expenditures/expenses shall be under City Council appropriation control.

9. Transfers between funds will be permitted with City Council approval, which are consistent with city policies, resolutions, ordinances and external restrictions.

10. Inter-fund loans must be supported by a fiscally sound source of funds available for repayment and must comply with any applicable bond covenants.

11. Preparation of the city's budget shall be in such format as to allow correlation with the expenditures/expenses reported in the city's Annual Comprehensive Financial Report, with content of said budget to include that required by Section 6.01 of the City Charter and section 13(c), Chapter 15505, Special Laws of the State of Florida, 1931, or as later revised by ordinance of the City Council and now codified in 52-126 St. Petersburg City Code. Detailed estimates per Section 13(c)(1) shall be by object code at the division or program level, and summarized by department.

12. An analysis shall be made to determine and project life cycle cost of ownership where appropriate, when it is proposed that the city lease or rent facilities or equipment from an outside source, if such costs will commit the city to $50,000 or more in any one year.

II. FISCAL POLICY FOR ANNUAL OPERATING REVENUES AND EXPENSES

A. ALL FUNDS

1. Revenue
   
   a. Revenue projections will be based on an analysis of historical trends and reasonable assumptions of future conditions using a conservative basis to ensure that estimates are realized.

   b. The operating budget will be prepared based on 96% of the certified taxable value of the property tax roll.

   c. The city will not use long-term debt to finance expenditures/expenses required for operations.

   d. As a general rule, operating budgets will be balanced using current year revenues to finance current year expenditures. Minimum fund balances shall not normally be budgeted as a resource to support routine annual operating expenses. However, balances exceeding the policy targets may be budgeted as a resource to support capital, debt, or extraordinary major maintenance needs on a non-recurring basis, or for specific purposes, as assigned.

2. Expenditures/Expenses
   
   a. Normal maintenance requirements necessary to sustain the basic asset value will be included in the budget of the proper operating fund.

   b. Contractual obligations required by labor agreements and compensation plans for employees will be included in the budget or provided through supplemental appropriations, dependent upon available funds.
c. Capital funding will be provided for major improvements and automation of services based on multiple-year planning and appropriate cost benefit analysis.

d. Equipment replacement (capital outlay) not funded by a replacement fund will be included in the operating budget of the department requesting the equipment.

3. Fund Balance

a. Maintaining an adequate fund balance is essential to the financial health of the city, to maintain high bond ratings and to ensure its ability to serve its citizens, meet emergency needs and unforeseen circumstances. Accordingly, some of the funds will have fund balance reserve targets which are not requirements but are considered to be goals of the city. The General Fund "Group of Funds" fund balance target will be considered appropriate in the amount of 20% of the current year's operating appropriations for the General Fund "Group of Funds". The budgetary fund balance of the General Fund, the Economic Stability Fund, Preservation Reserve, Arts and Cultural Programs, Assessment Revenue, Arts in Public Places and Technology and Infrastructure Fund are included within the General Fund "Group of Funds" fund balance for purpose of determining if the target has been achieved.

b. In compliance with governmental accounting standards the following terminology will be used in reporting the city's fund balances:

_Nonspendable fund balance_ – amounts that are not in a spendable form (such as inventory and prepaids) or are required to be maintained intact (such as the corpus of an endowment fund).

_Restricted fund balance_ – amounts constrained to specific purposes by external providers (such as grantors, bondholders, and higher levels of government).

Unrestricted fund balance:

_Committed fund balance_ – amounts constrained to specific purposes by City Council resolution or ordinance. To be reported as committed, amounts cannot be used for any other purpose unless the City Council reverses or amends the applicable resolution or ordinance to remove or change the constraint.

_Assigned fund balance_ – amounts the city intends to use for a specific purpose. Intent can be expressed by the City Council or recommended by the mayor/administration. There are two essential differences between committed fund balance and assigned fund balance. First, committed fund balance requires action by the City Council, whereas assigned fund balance allows that authority to be delegated to some other body or official. Second, formal action is necessary to impose, remove, or modify a constraint reflected in committed fund balance, whereas less formality is necessary in the case of assigned fund balance.

_Unassigned fund balance_ – The General Fund, as the principal operating fund of the government, often will have net resources in excess of what can properly be classified in one of the four categories already described. If so, that surplus is presented as unassigned fund balance.
c. Fund Balance Reserve Targets

i. *The General Fund reserve target is 20% of the current year budgeted appropriations in that fund (excluding any internal transfers to other funds within the General Fund “Group of Funds”).* For purposes of determining if the target has been met, the budgetary fund balance of the General Fund “Group of Funds,” as defined in the Comprehensive Annual Financial Report, is compared with the annual appropriation. The General Fund “Group of Funds” includes; General Fund (0001), Preservation Reserve (0002), Economic Stability (0008), Arts and Cultural Programs (1042), Assessment Revenue (1108), Arts in Public Places (1901) and Technology and Infrastructure Fund (5019), as well as any additional funds that would be included in the future General Fund for financial reporting purposes per GASB Statement No. 54. There is further established a target of 5% of the current year adopted General Fund “Group of Funds” appropriations which is to remain in the core General Fund budgetary fund balance. Only amounts over the 5% budgetary fund balance may be assigned or committed.

ii. *Other governmental funds of the city do not have specified fund balance targets.* Recommended levels of committed and/or assigned fund balance will be determined on a case by case basis, based on the needs of each fund and as recommended by city officials and approved by City Council.

iii. *Fiduciary funds do not have fund balance targets.* These funds do not represent resources available to support city activities and it would be inappropriate to establish fund balance targets.

iv. *Proprietary funds, which include both enterprise funds and internal service funds, have fund balance targets as shown in the list on the following page.* Proprietary funds do not report fund balance amounts. However, for the purpose of setting targets, estimated fund balance amounts will be determined based on a budgetary fund balance calculation performed by the Finance Department and the calculated amounts will be compared with the established targets.

In most cases the specific targets for proprietary funds are a percentage of the annual, appropriated budget for that fund, excluding any transfer to related capital improvement funds. Percentage targets can also be described in terms of a number of months of operating costs. For example, a fund balance reserve target equal to 8.3% is the same as a reserve target equal to one month of operating expenditures; 16.7% equals two months expenditures and 25% equals three months.

A few proprietary funds have targets that are not based on annual operating costs. In those cases there will be a notation as to what the target is based on. An example is the Equipment Replacement Fund which has a target equal to 25% of the replacement cost of the equipment in the fund. The reason for the different approach is because this fund accounts for equipment that needs to be protected from loss due to natural disaster. Additionally, the fund balance target of three insurance funds, General Liability Claims, Workers’ Compensation and Health Insurance Funds, is set annually as the result of an actuarial study that looks at both short-term and long-term funding requirements. The Health Insurance Fund target will take into consideration the
Florida Statutory requirement of 25% of the annual appropriation as well as the value of the incurred but not reported (IBNR) claims.

Some of the enterprise funds receive an annual subsidy from the General Fund. In those cases there is no established fund balance target for the subsidized fund. If the fund becomes self-supporting, consideration will be given to establishing a fund balance target.

Unless otherwise noted, the following targets are a percentage of the annual, appropriated budget.

**Enterprise Funds**

*Water Resources – 25% (8.3% in operating fund, 16.7% in water cost stabilization fund)*  
*Stormwater Utility Fund – 16.7%*  
Sanitation Operating Fund – 16.7%  
Sanitation Equipment Replacement Fund – 25% of equipment replacement cost  
Airport – no target  
*Marina – 8.3%*  
*Golf Courses – 8.3%*  
Jamestown – 8.3%  
Port – no target  
Parking Fund – no target  
Mahaffey Theater Fund – no target  
Pier Fund – no target  
Coliseum Fund – no target  
Sunken Gardens Fund – no target  
Tropicana Field Fund – no target

1These funds were reclassified from special revenue funds to enterprise funds, effective with the fiscal year 2010 financial statements and the fiscal year 2011 budget.

* Transfers to capital improvement fund excluded from target balance calculation.

**Internal Service Funds**

Fleet Management Fund – 8.3%  
Equipment Replacement Fund – 25% of equipment replacement cost  
Municipal Office Buildings Fund – 16.7%  
Information and Communication Services – 16.7%  
Materials Management Fund – 8.3%  
Health Insurance Fund – 25% plus the IBNR claims.  
Life Insurance Fund – 16.70%  
General Liability Claims Fund – Set annually by an actuarial study.  
Commercial Insurance Fund – 50%.  
Workers’ Compensation Fund – Set annually by an actuarial study.  
Billing and Collections Fund – 16.7%

d. **Stabilization Funds**

Stabilization funds are a type of reserve fund maintained to offset economic downturns, natural disasters, and other unforeseen events. Governmental stabilization funds will be reported in the
Comprehensive Annual Financial Report (CAFR) as committed fund balances in the appropriate fund and the level of funding will be reviewed annually by City Council. Additions to or reductions from a stabilization fund will be approved by City Council as part of the budget process or the supplemental appropriation process. Establishing the proper balances in stabilization funds will take into account risk exposure related to self-insurance and property insurance deductibles in the event of major storm damage to city assets. Transfers from stabilization funds will not be allowed if they would cause the fund to be in a deficit position. The city maintains two stabilization arrangements, the “Economic Stability Fund” and the “Water Cost Stabilization Fund”.

Permitted uses of this fund have been established by City Council with Resolution 2003-480 as amended by a new resolution adopted by City Council on August 26, 2010 by Resolution 2010-442. A portion of the balance in the Water Cost Stabilization Fund is pledged to meet two months (16.7%) of the three month (25%) fund balance reserve target established for the Water Resources Operating Fund. Permitted uses of this fund have been established by Resolution 91-549 for Revenue Bond Series 1999 as amended by Resolution 2008-257.

e. Economic Stability Fund

Balances in the Economic Stability Fund represent committed fund balances which are available for expenditure only with the approval of City Council and under the following conditions:

i. The Economic Stability Fund may be used in the event of an estimated budget shortfall amounting to more than 2% of the most recent adopted budget. Only the amount of the shortage above 2% may be taken from the Economic Stability Fund, while other budget balancing measures will be employed to offset budget shortfalls up to and including 2%. If the 2% threshold has been met, the appropriate amount of resources to utilize from the Economic Stability Fund may take into account the economic climate, including the local unemployment rate, inflation rate, rate of personal income growth, assessed property values, and other factors as determined to be appropriate.

ii. The Economic Stability fund may be used in the event of damage to city property or loss of city assets due to disasters such as hurricane, tornado, flood, wind, terrorism, or other catastrophic events when such an event results in a declaration of a state of emergency. Other funds of the city, such as the Equipment Replacement Funds, the Self Insurance Fund and the Technology/Infrastructure Fund will be used first, as appropriate to the circumstances, before relying on the Economic Stability Fund.

iii. The Economic Stability Fund may be used to provide short-term (one year or less) advances, or long-term loans exceeding one-year in length, to other funds of the city for shortfalls due to economic impacts or for other purposes, as recommended by the mayor and approved by City Council. A plan for repayment of the funds will be established before any such advance or loan is made.

iv. When economic stability funds are used for any purpose, the fund will be replenished in an amount to meet the fund balance target, either from the fund for which the resources were required or from another fund of the city, within the time frame recommended by the mayor or city administrator and approved by City Council.
f. Water Cost Stabilization Fund

Balances in the Water Cost Stabilization Fund represent committed fund balances which are available for expenditure only with the approval of city council and under the conditions specified in Resolution 91-549 for Revenue Bond Series 1999 as amended by Resolution 2008-257 for the Water Cost Stabilization Fund.

g. Other General Policies

i. The balances of each fund will be maintained by using a conservative approach in estimating revenues and expenditures/expenses, based on historical and/or projected costs.

ii. Funds which exceed their established fund balance target by 10% or more for two consecutive years will be reviewed and, if appropriate and permitted by law, the amount over target will be transferred to the General Fund, or other fund of the city, with approval of City Council.

iii. Funds which fall below their established fund balance target by 10% or more for two consecutive years will be reviewed by administration. If it is determined that the fund balance target level is still appropriate, a corrective action plan to restore the fund to the appropriate level will be submitted to City Council for their approval.

iv. All fund balance targets will be reviewed annually, as part of the budget process, to determine if adjustments need to be made.

B. SPECIFIC GUIDELINES FOR INDIVIDUAL FUNDS

1. General Fund

a. The General Fund is the principal operating fund of the city and will account for activities that are not reported in another type of fund.

b. It is the objective of the city to pay operating expenses of the General Fund from sources other than ad valorem taxes. Only when non-ad valorem tax sources of revenue are inadequate to support services at desired levels should ad valorem taxes be considered for assessment. Ad valorem taxes shall be allocated to cover the cost of providing public safety to the city. These revenues will first be used to fund the Police Department's annual budget with the excess (to the extent there is an excess) applied toward Fire Department's annual budget.

c. Service charges and fees for all General Fund services will be analyzed to ensure an appropriate proportional recovery of direct costs and overhead.

d. Available funds accruing in an Enterprise Fund which are not needed for working balance or future planned improvements may, at City Council's discretion, be transferred to the General Fund as an
annual, budgeted return on investment or equity, except where prohibited by bond covenants or other legal requirements. This will be encouraged wherever feasible.

2. Special Revenue Funds

a. Special revenue funds will be used to account for and report the proceeds of specific sources that are restricted, committed, or assigned to expenditure for specified purposes other than debt service or capital projects.

b. The Emergency Medical Services Fund will be budgeted to be fully supported by revenue from Pinellas County.

3. Capital Projects Funds:

a. Are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition of construction of capital facilities and other capital assets.

b. Exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

4. Debt Service Funds:

a. Are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

b. Should be used to report resources if legally mandated.

c. Are financial resources that are being accumulated for principal and interest maturing in future years should also be reported in debt service funds.

5. Permanent Funds:

a. Are used to account for and report resources that are restricted to the extent that only earnings, not principal, may be used for purposes that support the city’s programs.

b. Do not include private purpose trust funds which are used to account for and report situations where the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments.

6. Enterprise Funds

a. Enterprise funds will be used to account for those activities where the costs are expected to be funded substantially by external (non-city department) user fees and charges.

b. Enterprise funds will pay the General Fund their proportionate share of the cost of general administrative departments and a payment-in-lieu-of-taxes, which will be computed in a fashion that will relate the tax to a comparable commercial use, as limited by outstanding bond resolutions.
(Public Utilities bond restrictions limit payments-in-lieu-of-taxes to fifteen percent (15%) of gross revenues).

Water Resources (water, reclaimed water, and sewer), Stormwater, Sanitation, Golf Course, Airport, Marina, Port and Jamestown Housing are able to produce sufficient revenue from their service charges to fully recover all direct operating costs and overhead, plus provide for debt service and major capital outlay. Initial startup of operations or specific circumstances may require an individual enterprise to be subsidized for a limited period of time; however, it is fully expected that these operations will be totally self-supporting over time and will repay any subsidy to the General Fund, as revenues permit.

i. Service charges, rent and fee structures will be established so as to ensure recovery of all costs.

ii. The requirements of the enterprise operating funds will include all expenses of the operations (salaries, benefits, services, commodities and capital outlay), including allocation of general and administrative costs and payment-in-lieu-of-taxes, as well as any transfers to capital project funds, debt service funds or return on investment/equity.

iii. A review of cost of service and rate structures for Water Resources (water, sewer, and reclaimed water), Stormwater and Sanitation charges will be performed on an annual basis. The recommended budget will set forth the cost requirements to be recovered by the service charges that will be based on the cost of services provided. The impact of such cost of services on rate schedules charged for such services shall be presented to City Council in a timely manner to allow review and analysis prior to Council approval.

iv. Any return on equity for these operations shall be computed using a methodology similar to that used by the Florida Public Service Commission.

v. The Airport, Port, Golf Course, and Marina fee structures will be reviewed on an annual basis, and will relate to competitive rates in other local private and public operations, and to the City’s operating and capital plan requirements.

vi. As provided for in section 3, it shall be the goal of the Golf Course and Marina Enterprises to return to the General Fund an annual return on investment (ROI). This return on investment may vary in amount from year to year to assure that the necessary capital improvements are made to maintain high quality golf course and marina facilities, with needed improvements taking priority over the return on investment.

vii. The Jamestown fee structure will be reviewed on an annual basis and will relate to competitive rates in similar facilities, the anticipated level of federal assistance to tenants, and to the city’s operating and capital plan requirements.

viii. The Parking Fund shall be used to account for operating revenue and expenditures, and capital outlay and debt service transfer requirements, associated with city parking assets. Any funds
not required for these purposes may be transferred to the General Fund after meeting any tax
increment debt service shortfalls.

ix. The Mahaffey Theater, Pier, Sunken Gardens, Tropicana Field, and Coliseum Funds will be
used to account for operating revenues, expenditures, and capital outlay associated with
operating these facilities. The income generated by these facilities may not cover their costs
and the shortfalls will require transfers from the General Operating Fund.

7. Internal Service Funds

a. Internal service funds will be used to account for the cost of providing specific goods or services to
city departments where those services can reasonably be apportioned to the users on a cost-
reimbursement basis.

b. Charges to departments for internal services rendered will be sufficient to cover the total cost of
performing services on an efficient basis. Rates or rate schedules for such charges shall be presented
to City Council prior to planned date of implementation, and shall be accompanied by an analysis
and justification.

c. Included in the cost of furnishing services will be the replacement of equipment considering
inflationary cost factors.

d. Lease purchase or borrowing of funds will be considered appropriate only if it involves a major
conversion from which the cost saving benefits will accrue in future years during the useful life of
assets acquired by such methods.

8. Funds which are subsidized by the General Fund may be excused from paying general and administrative
charges (G&A) and/or payment in lieu of taxes (PILOT), at the discretion of management, until the time
that such funds would become self supporting.

III. FISCAL POLICY ON INVESTMENTS

A. GENERAL GUIDELINES

The deposit and investment of all city monies is governed to the extent permitted by Section 2-102 and 2-104
of the City Code, and in accordance with the Restated City of St. Petersburg Investment Policy for Municipal
Funds and the Alternate Investment Policy (Preservation Reserve Fund, Weeki Wachee Fund, Environmental
Preservation Fund, Water Cost Stabilization Fund). The policies were prepared in accordance with Chapter
218.415, Florida Statutes, which governs the City’s investment activities. The policies are included as part of
the overall City’s Fiscal Policies.

IV. FISCAL POLICY FOR CAPITAL EXPENDITURES AND DEBT FINANCING

A. ALL FUNDS

1. Revenue
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.

2. Requirements

a. Capital projects shall be justified in relation to the applicable elements of the city's Comprehensive Plan.

b. Estimated requirements for capital projects shall include all costs reasonably associated with the completion of the project and shall take into consideration both life cycle costs as well as the initial cost where appropriate.

c. The impact of each project on the operating revenues and requirements of the city shall be analyzed as required by the General Fiscal Policy stated above.

d. Consistent with IRS regulations, timeframes for debt repayment will not exceed the average life of improvements.

3. Long Term Debt: Annual debt service payments will be level over the life of a bond issue, unless fiscal or other constraints dictate an alternative approach. A policy of full disclosure will be followed in all financial reports and official statements for debt.

4. Medium Term Debt: Lease-purchase methods, bonds or other debt instruments may be used as a medium-term (4 to 10 years) method of borrowing for the financing of vehicles, other specialized types of equipment, or other capital improvements. The equipment or improvement must have an expected life of more than four years. The city will determine and utilize the least costly financing methods available. Such debt arrangements will be repaid within the expected life of the equipment or improvement acquired.

5. Short Term Debt: Short-term borrowing may be utilized for temporary funding of anticipated tax revenues, anticipated grant payments, anticipated bond proceeds, or other expected revenues. Anticipated funding is defined as an assured source with the anticipated amount based on conservative estimates. Such borrowing may utilize a short-term note maturing before the end of the current appropriation period. Other short-term debt, such as tax exempt commercial paper, bond anticipation notes, tax anticipation notes, or grant anticipation notes, may be used when it provides immediate financing and an interest advantage, or delays long-term debt until market conditions are more favorable. The city will determine and utilize the least costly method for short-term borrowing. Short-term debt may be refunded in accordance with applicable federal laws.

B. SPECIFIC GUIDELINES

1. General Capital Improvements: General capital improvements, or those improvements not related to municipally-owned enterprises, shall be funded from Governmental Fund revenues or fund balances,
the sale of revenue bonds or general obligation bonds, and from special revenues, assessments and grants.

a. Pay-As-You-Go Capital Improvements: Pay-as-you-go capital improvements shall be funded from Governmental Fund revenues or fund balances, state and federal grants, special assessments, or other sources of revenue which may become available to the city. In the case of special assessments, abutting property owners shall pay for local neighborhood improvements, unless exempted by City Council. Major capital projects related to the delivery of general public services shall be paid from general purpose revenues.

The one-cent infrastructure sales surtax, approved by referendum in November 1989 and approved for second and third ten-year periods in March 1997 and March 2007, shall be used on a pay-as-you-go basis. The city will strive to allocate the sales surtax funds in approximately the same proportions as presented in the 1989, 1997, and 2007 referendum materials. For the third reauthorization, the allocation of sales surtax dollars will be made in the following general proportions:

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Improvements:</td>
<td>15 - 21%</td>
</tr>
<tr>
<td>Neighborhood/Citywide Infrastructure Improvements:</td>
<td>44 - 54%</td>
</tr>
<tr>
<td>Recreation &amp; Culture:</td>
<td>20 - 35%</td>
</tr>
<tr>
<td>City Facility Improvements:</td>
<td>3 - 8%</td>
</tr>
</tbody>
</table>

It is recognized that the allocation of funds in any given year of the program may vary significantly from these parameters due to prioritization and scheduling of projects, and that significant reductions in Penny proceeds may require an amendment of these percentages.

b. Special Assessments: When special assessments are used for general capital improvements, demolitions, lot clearing, or reclaimed water system extensions, the interest rate charged will be established by City Council consistent with state law.

c. Revenue Bond Debt Limit: Sale of revenue bonds shall be limited to that amount which can be supported from non-ad valorem revenues, including covenant revenue debt. The total net annual governmental revenue bond debt service shall not exceed 25% of the total governmental purpose revenue and other funds available for such debt service, less ad valorem tax revenues. Net annual debt service shall be gross annual debt service less estimated interest on debt service reserve accounts and funds from other governmental units designated for payment of such debt service.

d. Private Activity Revenue Bonds: Private activity revenue bonds will be limited to the issuing authority of the St. Petersburg Health Facilities Authority. The St. Petersburg Health Facilities Authority will review all bond applications and submit a recommendation to the City Council. The city and its Health Facility Authority will not be obligated either directly or indirectly for any debt service requirements.

2. Enterprise Capital Improvements:

a. Pay-as-you-go Improvements: Enterprise funds should support needed capital improvements on a pay-as-you-go basis to the greatest extent possible, except where analysis shows that it is in the
city's best interest to issue debt for such improvements. Water Resources funds pay-as-you-go projects in accordance with the minimum bond covenant requirement and current fiscal policies.

b. Revenue Bond Debt Limit: Enterprise revenue bonds shall be used to finance revenue-producing capital facilities of the enterprise fund. Bond coverage will be provided from the enterprise revenue sources, and may include General Fund revenue support.

c. State Revolving Loan Fund: The Water Resources Fund has available a state-funded, below-market interest rate loan pool. This pool may be used whenever its use is feasible and in the best interest of the city.

3. Debt Issuance:

a. The sale of debt shall be on a competitive basis if prudent. General and Non-general obligation debt financings may be sold on a negotiated basis if it is found that the sale by negotiation provides significant cost or other advantages.

b. Agreements with commercial banks or other financial entities may be entered into for purposes of acquiring lines of credit that will provide access to credit under terms and conditions judged prudent and advantageous.

c. Tax or Revenue Anticipation Notes will not be issued to fund operations. Cash will be managed in a fashion that will lessen the need for borrowing to meet working capital needs.

d. When financing a project, Bond Anticipation Notes may be issued if such notes will result in a financial benefit. Revenue bonds will be used whenever possible to finance public improvements which can be shown to be self-supported by dedicated revenue sources, and needed for the infrastructure and economic development.

e. Tax-exempt commercial paper or variable rate demand notes may be issued when their use is judged prudent and advantageous. Careful consideration shall be used for any variable rate debt financing and would only be utilized when an independent financial advisor makes the recommendation in writing.

1. Economic and cash flow projections for variable rate issues shall be calculated at the then applicable fixed rate.

2. Total variable rate debt shall be limited to 5 percent of total debt outstanding.

3. At least twice each year, an analysis of each outstanding variable rate bond issue shall be undertaken to determine the advisability of converting the issue to fixed-rate debt.

4. Variable rate bonds shall be structured to protect against loss.

5. The City should avoid any complex financing instruments involving variable debt.
To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Authorizing the Mayor or his designee to award a contract to T.L.C. Diversified, Inc. in the amount of $5,722,777 for the NE and NW Sludge Transfer Force Main, Pump Stations and Odor Control Project. (Engineering Project Numbers 13068-111, 13069-111, 14033-111; Oracle Nos. 14814, 14817 and 15450)

Explanation: The work consists of furnishing all labor, services, materials, and equipment necessary to construct 4 inch and 6 inch diameter High Density Polyethylene (HDPE) force mains using horizontal directional drill methods, and sludge transfer pump stations at the Northeast Water Reclamation Facility (NEWRF) and the Northwest Water Reclamation Facility (NWWRF).

Work includes 16,000 LF of 4 inch diameter and 20,300 LF of 6 diameter force main, (9) 4" plug valves, (11) 6" plug valves, (38) air release valves, and associated appurtenances. Work includes a NEWRF sludge pump station with (2) 10 HP progressive cavity pumps, a NWWRF sludge pump station with (2) 15 HP progressive cavity pumps and in line grinder, related variable frequency drives, electrical power and control systems, and sludge holding tank modifications and concrete repairs and tanks protective coatings at NEWRF and NWWRF, maintenance of traffic and any additional incidentals.

The force main for the NEWRF pump station will be constructed along 62nd Avenue NE, Fcch Street NE, 58th Avenue NE, and 1st Street N with a odor control facility at 31st Avenue N on the east side of 1st Street N. The force main for the NWWRF pump station will be constructed along 26th Avenue N, 72nd Street N, and 9th Avenue N with an odor control system at 9th Avenue N in the median on 45th Street N. Odor control systems will include an activated carbon adsorber control unit on a concrete slab, with electrical and water supply and control panel, surrounded by vinyl fencing and gate with perimeter landscaping. The force mains will be constructed under roadway using horizontal directional drilling methods which will minimize disruption to traffic and reduce the need for surface restoration.

The NE and NW Sludge Transfer Force Main Project is designed to transfer Waste Activated Sludge (WAS) from the NEWRF and NWWRF through the proposed force mains and existing gravity sewer to the Southwest Water Reclamation Facility (SWWRF). The consolidated WAS will be processed using thermophilic and mesophilic digestion to produce renewable biogas for production of electricity or use as a vehicle fuel, and Class A Biosolids suitable for use as fertilizer, upon completion of the SWWRF Biosolids To Energy Project currently under construction at the SWWRF.

The contractor will begin work approximately ten (10) days from Notice to Proceed and is scheduled to complete the work within three hundred and sixty-five days (365) consecutive calendar days thereafter. The Procurement Department received five bids for the project. Bids were opened on May 12, 2016 and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>T.L.C. Diversified, Inc. (Palmetto, FL)</td>
<td>$5,722,777.00</td>
</tr>
<tr>
<td>TB Landmark Construction, Inc. (Jacksonville, FL)</td>
<td>$5,793,333.00</td>
</tr>
<tr>
<td>Rowland, Inc. (Pinellas Park, FL)</td>
<td>$6,198,833.04</td>
</tr>
<tr>
<td>Dallas 1 Corp. dba Dallas 1 Construction and Development (Thonotosassa, FL)</td>
<td>$6,404,658.04</td>
</tr>
</tbody>
</table>

City Code Sec 2-296.5 Major Construction Project Requirements requires contractors to employ Disadvantaged Workers for at least 10% of the work hours on projects with a bid value $2,000,000 or more. T.L.C. Diversified, Inc. estimates there will be 8,000 work hours on the project, and proposes to...
employ disadvantaged workers to meet the 10% minimum requirement with 800 hours of work for Disadvantaged Workers.

City Code Sec 298.5 Major Construction Project Requirements requires contractors to employ Apprentices for at least 10% of all work hours on the project, with a bid value of $2,000,000 or more. T.L.C. Diversified, Inc. estimates there will be 8,000 work hours on the project, and proposes to employ apprentices to meet the 10% minimum requirement with 800 hours of work for Apprentices.

The lowest responsive responsible bidder, T.L.C. Diversified, Inc., satisfactorily performed similar work for St. Johns County Board of County Commissioners, City of Clearwater, City of St. Pete Beach, City of St. Petersburg, and Seminole County. The principal of the firm is Thurston Lamberson, President.

Administration recommends awarding this contract to T.L.C. Diversified, Inc. in the amount of $5,722,777.00.

**Recommendation:** Administration recommends awarding this contract to T.L.C. Diversified, Inc. in the amount of $5,722,777.00 for NE and NW Transfer Force Main, Pump Stations and Odor Control Project and providing an effective date (Engineering Project No. 13068-111, 13069-111, and 14033-111; Oracle Nos. 14814, 14817 and 15450).

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF NE & NW Sludge PS FY15 Project (14814), WRF NE & NW Sludge FM FY15 Project (14817), and WRF NE & NW Sludge Odor FY15 Project (15450).

**Attachments:** Resolution

**Approvals:**

[Signature: Administrative]

[Signature: Budget]
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO T.L.C. DIVERSIFIED, INC. IN AN AMOUNT NOT TO EXCEED $5,722,777 FOR THE NE AND NW SLUDGE TRANSFER FORCE MAIN, PUMP STATIONS AND ODOR CONTROL PROJECT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Department received four bids for the NE and NW Sludge Transfer Force Main, Pump Stations and Odor Control Project pursuant to IFB No. 6033, dated May 12, 2016; and

WHEREAS, T.L.C. Diversified, Inc. has met the specifications, terms and conditions of IFB No. 6033; 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 T.L.C. Diversified, Inc. in an amount not to exceed $5,722,777 for the NE and NW Sludge Transfer Force Main Pump Stations and Odor Control Project 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

Council Agenda

Meeting of August 4, 2016

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-04-GFY/W to the Agreement between the City of St. Petersburg and George F. Young, Inc., in the amount of $42,122, for construction phase services for the Odor Control Facilities at NE & NW Sludge Force Main Discharge Locations for a total Task Order amount (as revised and amended) not to exceed $106,291. (Engineering Project No. 14033-111; Oracle No. 15450)

EXPLANATION: On November 20, 2012, City Council approved a Master Agreement with the professional consulting engineering firm of George F. Young, Inc. for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects.

On July 17, 2014, City Council approved a Modified Master Agreement with the professional consulting engineering firm of George F. Young, Inc. for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects. The term of the agreement is in accordance with Section 2.0 – Term of Agreement.

On November 4, 2013, the City administratively authorized George F. Young to proceed with Revision No. 1 to Task Order No. 12-04-GFY/W. The Task Order was approved for a lump sum amount of $51,576, for base data collection, design plans, bidding services, and outside services.

On November 26, 2014 the City administratively authorized George F. Young to proceed with Task Order No. 12-04-GFY/W. Revision No. 1 to the Task Order was approved for a not-to-exceed amount of $8,700, for additional services related to the project design. The authorized aggregate amount of the Task Order is $60,276.

On May 13, 2016, the City administratively authorized George F. Young to proceed with Task Order No. 12-04-GFY/W, Revision No. 2. Revision No. 2 to the Task Order was approved for a not-to-exceed amount of $3,893, for additional services related to the project design. The authorized aggregate amount of the Task Order is $64,169.

Amendment No. 1 to the Task Order No. 12-04-GFY/W, in the amount of $42,122, pertains to construction phase services, and include but not limited to, pre-construction services, site visits, project meetings, project closeout services, outside services (Electrical), and direct expense reimbursement for the Odor Control Facilities at NE & NW Sludge Force Main Discharge Locations. The recommended authorized aggregate amount of the Task Order is $106,291.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-04-GFY/W, in the amount of $42,122, for construction phase services for the Odor Control Facilities at NE & NW Sludge Force Main Discharge Locations
Project for a total Task Order amount (as revised and amended) not to exceed $106,291. (Engineering Project No. 14033-111; Oracle No. 15450).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF NE & NW Sludge Odor FY15 Project (15450).

ATTACHMENTS: Resolution

APPROVALS: da TEG Administrative Budget
RESOLUTION 2016-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 12-04-GFY/W TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND GEORGE F. YOUNG, INC., IN THE AMOUNT OF $42,122, FOR CONSTRUCTION PHASE SERVICES FOR THE ODOR CONTROL FACILITIES AT NE & NW SLUDGE FORCE MAIN DISCHARGE LOCATIONS FOR A TOTAL TASK ORDER (AS REVISED AND AMENDED) NOT TO EXCEED $106,291 (ENGINEERING PROJECT NO. 14033-111; ORACLE NO. 15450); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Odor Control Facilities at NE & NW Sludge Force Main Discharge Locations project is part of the combined project, NE and NW Force Mains, Pump Stations and Odor Control Project. The overall project is being constructed to transfer Waste Activated Sludge (WAS) from NEWRF and NWRF, through the proposed force mains and existing gravity sewer to the Southwest Water Reclamation Facility (SWWRF), where the WAS will be processed using thermophilic and mesophilic digestion processes to produce renewable biogas for the Biosolids to Energy Project, currently under construction. The odor control facilities will be constructed at 31st Avenue N on the east side of 1st Street N for the NEWRF and at 9th Avenue N in the median on 45th Street N. for the NWRFW to prevent odors from the proposed facilities; and

WHEREAS, on November 20, 2012, City Council approved a Master Agreement with the professional consulting engineering firm of George F. Young, Inc. for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, on July 17, 2014, City Council approved a Modified Master Agreement with the professional consulting engineering firm of George F. Young, Inc. for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects. The term of the agreement is accordance with Section 2.0 – Term of Agreement; and

WHEREAS, on November 4, 2013, the City administratively authorized George F. Young to proceed with Task Order No. 12-04-GFY/W. The Task Order was approved for a lump sum amount of $51,576, for base data collection, design plans, bidding services, and outside services; and

WHEREAS, on November 26, 2014 the City administratively authorized George F. Young to proceed with Revision No. 1 to Task Order No. 12-04-GFY/W. Revision No. 1 to the Task Order was approved for a not-to-exceed amount of $8,700, for additional services related to the project design. The authorized total amount of the Task Order is $60,276; and
WHEREAS, on May 13, 2016, the City administratively authorized George F. Young to proceed with Revision No. 2 to Task Order No. 12-04-GFY/W. Revision No. 2 to the Task Order was approved for a not-to-exceed amount of $3,893, for additional services related to the project design. The authorized total amount of the Task Order is not to exceed $64,169; and

WHEREAS, Amendment No. 1 to the Task Order No. 12-04-GFY/W, in the amount of $42,122, pertains to construction phase services, and include but not limited to, pre-construction services, site visits, project meetings, project closeout services, outside services (Electrical), and direct expense reimbursement for the Odor Control Facilities at NE & NW Sludge Force Main Discharge Locations. The recommended authorized total amount of the Task Order is $106,291.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-04-GFY/W to the Agreement between the City of St. Petersburg and George F. Young, Inc., in the amount of $42,122, for construction phase services for the Odor Control Facilities at NE & NW Sludge Force Main Discharge Locations for a total Task Order (as revised and amended) not to exceed $106,291. (Engineering Project No. 14033-111; Oracle No. 15450)

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signature]
City Attorney (designee)

[Signature]
Thomas B. Gibson, P.E., Director
Engineering & Capital Improvements
ST.PETERSBURG CITY COUNCIL

Council Agenda

Meeting of August 4, 2016

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-01-AEC/W to the Agreement between the City of St. Petersburg and AECOM Technical Services, Inc., in the amount of $88,890, for construction phase services for the NE and NW Sludge Transfer Pump Stations for a total Task Order amount (as revised and amended) not to exceed $295,960. (Engineering Project No. 13069-111; Oracle No. 14814)

EXPLANATION: On November 12, 2012, City Council approved a Master Agreement with the professional consulting engineering firm of AECOM Technical Services, Inc. for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects.

On December 11, 2014, City Council approved a Modified Master Agreement with the professional consulting engineering firm of AECOM Technical Services, Inc. for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects. The term of the agreement is accordance with Section 2.0 – Term of Agreement.

On June 5, 2013 the City administratively authorized AECOM Technical Services, Inc. to proceed with Task Order No. 12-01-AEC/W. The Task Order was approved for a lump sum amount of $97,933, for preliminary design of the WAS transfer pump facilities located at the NEWRF and NWWRF.

On December 5, 2013 the City Council approved Amendment No. 1 to Task Order No. 12-01-AEC/W in the amount of $109,137. On December 30, 2013 the City authorized AECOM Technical Services, Inc. to proceed with Amendment No. 1 to Task Order No. 12-01-AEC/W in the not-to-exceed amount of $99,137, to provide for engineering services associated with the new Sludge Transfer Pump Stations; one each to be located at the NEWRF and NWWRF, in accordance with Proposal dated October 30, 2013. The total authorized amount of the Task Order (as revised and amended) is not to exceed $207,070.

On April 23, 2015 the City authorized AECOM Technical Services, Inc. to proceed with Amendment No. 1 to Task Order No. 12-01-AEC/W, Revision No. 1 for the lump sum of $9,820 for additional services required to modify the Northwest pump station mechanical drawing, in accordance with the proposal dated, April 20, 2015.

Amendment No. 2 to the Task Order No. 12-01-AEC/W, in the amount of $88,890, pertains to construction phase services, and include but not limited to, project management, site visits, project meetings, review of O&M manual, start-up and inspection assistance, and record drawings for the NE and NW Sludge Transfer Pump Stations. The recommended authorized total amount of the Task Order (as revised and amended) is not to exceed $295,960.
RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-01-AEC/W, in the amount of $88,890, for construction phase services for the NE and NW Sludge Transfer Pump Stations Project for a total Task Order amount (as revised and amended) not to exceed $295,960. (Engineering Project No. 13069-111; Oracle No. 14814).

COST/FUNDING/ASSESSMENT INFORMATION: Funds were previously appropriated in the Water Resources Capital Projects Fund (4003) WRF NE & NW Sludge PS FY15 Project (14814).

ATTACHMENTS: Resolution

APPROVALS: ____________________________________________________________________

[Signatures]

Budget

Administrative
RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 12-01-AEC/W TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND AECOM TECHNICAL SERVICES, INC., IN THE AMOUNT OF $88,890, FOR CONSTRUCTION PHASE SERVICES FOR THE NE AND NW SLUDGE TRANSFER PUMP STATIONS FOR A TOTAL AMOUNT (AS REVISED AND AMENDED) NOT TO EXCEED $295,960. (ENGINEERING PROJECT NO. 13069-111; ORACLE NO. 14814); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the NE and NW Sludge Transfer Pump Stations Project is part of the combined project, NE and NW Force Mains, Pump Stations and Odor Control Project. The overall project is being constructed to transfer Waste Activated Sludge (WAS) from NEWRF and NWRF, through the proposed force mains and existing gravity sewer to the Southwest Water Reclamation Facility (SWWRF), where the WAS will be processed using thermophilic and mesophilic digestion processes to produce renewable biogas for the Biosolids to Energy Project, currently under construction. The sludge pump stations will be constructed at 1160 62nd Avenue NE for the NEWRF and at 7500 26th Avenue N for the NWRF; and

WHEREAS, on November 12, 2012, City Council approved a Master Agreement with the professional consulting engineering firm of AECOM Technical Services, Inc. for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, on December 11, 2014, City Council approved a Modified Master Agreement with the professional consulting engineering firm of AECOM Technical Services, Inc. for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects. The term of the agreement is accordance with Section 2.0 – Term of Agreement; and

WHEREAS, on June 5, 2013 the City administratively authorized AECOM Technical Services, Inc. to proceed with Task Order No. 12-01-AEC/W. The Task Order was approved for a lump sum amount of $97,933, for preliminary design of the WAS transfer pump facilities located at the NEWRF and NWRF; and

WHEREAS, on December 5, 2013 the City Council approved Amendment No. 1 to Task Order No. 12-01-AEC/W in the amount of $109,137. On December 30, 2013 the City authorized AECOM Technical Services, Inc. to proceed with Amendment No. 1 to Task Order No. 12-01-AEC/W in the not-to-exceed amount of $99,137, to provide for engineering services associated with the new Sludge Transfer Pump Stations; one each to be located at the NEWRF and NWRF, in accordance with Proposal dated October 30, 2013. The aggregate authorized amount of the Task Order is $207,070; and
WHEREAS, on April 23, 2015 the City authorized AECOM Technical Services, Inc. to proceed with Task Order No. 12-01-AEC/W, Amendment No. 1, Revision No. 1 for the lump sum of $9,820 for additional services required to modify the Northwest pump station mechanical drawing, in accordance with the proposal dated, April 20, 2015; and

WHEREAS, Amendment No. 2 to the Task Order No. 12-01-AEC/W, in the amount of $88,890, pertains to construction phase services, and include but not limited to, project management, site visits, project meetings, review of O&M manual, start-up and inspection assistance, and record drawings for the NE and NW Sludge Transfer Pump Stations. The recommended authorized total amount of the Task Order is $295,960; and

WHEREAS, the total amount of the Task Order (as revised and amended) shall not exceed $295,960.

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 Amendment No. 2 to Task Order No. 12-01-AEC/W to the Agreement between the City of St. Petersburg and AECOM Technical Services, Inc., in the amount of $88,890, for construction phase services for the NE and NW Sludge Transfer Pump Stations for a total amount (as revised and amended) not to exceed $295,960. (Engineering Project No. 13069-111; Oracle No. 14814)

This Resolution shall become effective immediately upon its adoption.

Approvals:

\[Signature\]  \[Signature\]
City Attorney (designee)  Thomas B. Gibson, P.E., Director
Engineering & Capital Improvements
SAINT PETERSBURG CITY COUNCIL

Meeting of August 4, 2016

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a twenty (20) foot east/west alley in the block bounded by Central Avenue and 1st Avenue South between 4th Street South and 5th Street South. (City File No.: 16-33000007)

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 August 25, 2016

The Request: The request is to vacate a twenty-foot east/west alley in the block bounded by Central Avenue and 1st Avenue South between 4th Street South and 5th Street South.

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 vacate the right-of-way in order to facilitate redevelopment of the block.

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

Agency Review: This application was routed to City Departments and private utility providers. The City’s Engineering and Water Resource Departments indicated that there are city facilities in the alley proposed for vacation. TECO/Peoples Gas, Frontier Florida LLC and Level 3 Communications also indicated that they had facilities in the alley proposed for vacation. The applicant has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a redevelopment plan.

Public Comments: No calls were received from the public in response to the required public notice. A letter of support for the vacation was received from the St Petersburg Downtown Neighborhood Association and is included in this package.
DRC Action/Public Comments: On July 6, 2016, 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 alley right-of-way vacation, subject to the following conditions:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the owner’s expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the alley along with the abutting properties shall be re-platted.

3. No additional curb cuts shall be created on 1st Avenue South. No curb cuts shall be created on Central Avenue.

4. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg’s Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


6. As required City Code Section 16.70.050.1.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.

Attachments: Ordinance, Staff Report, Letter of support from the St. Petersburg Downtown Neighborhood Association
ORDINANCE NO.____

AN ORDINANCE APPROVING A VACATION OF A 20-FOOT EAST/WEST ALLEY IN THE BLOCK BOUNDED BY CENTRAL AVENUE AND 1ST AVENUE SOUTH BETWEEN 4TH STREET SOUTH AND 5TH STREET SOUTH; 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 July 6, 2016 (City File No. 16-33000007):

LEGAL DESCRIPTION: See attached Exhibit “A” – 2 pages.

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 of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the owner's expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the alley along with the abutting properties shall be re-platted.

3. No additional curb cuts shall be created on 1st Avenue South. No curb cuts shall be created on Central Avenue.

4. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg's Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


6. As required 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:
Exhibit "A"

LEGAL DESCRIPTION

That 20.00 foot wide East/West alley lying within Block 30, REVISED MAP OF THE CITY OF ST PETERSBURG, as recorded in Plat Book 1, Page 49, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, said alley being bounded on the east by the west right of way of 4th Street South and bounded on the west by the east right of way of 5th Street South.

St. Petersburg, Florida

NOTES

1. Basis of Bearings: Assumed NORTH
2. NOT A BOUNDARY SURVEY.
3. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
4. This sketch is made without the benefit of a title report or commitment for title insurance.
5. 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.
6. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND

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

George F. Young, Inc.
295 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 882-4317 FAX (727) 882-2919
ARCHITECTURE-ENGINEERING ENVIRONMENTAL-LANDSCAPE PLANNING-SURVEYING-UTILITIES
GAINESVILLE-LAKELAND-ORLANDO-PALM BEACH GARDENS-ST. PETERSBURG-TAMPA

Since 1919
CITY OF ST. PETERSBURG
PLANNING & ECONOMIC DEVELOPMENT DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION

STAFF REPORT

VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Economic Development Department records, Commissioner Calvin Samuel 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 July 6, 2016 at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000007
REQUEST: Approval of a vacation of a twenty (20) foot east/west alley in the block bounded by Central Avenue and 1st Avenue South between 4th Street South and 5th Street South.

OWNER: First States Investors 3300 LLC
c/o Grammercy Property Trust
521 Fifth Avenue
New York, New York 10175

OWNER: Clarence E. Pheil Bypass Trust
PO Box 961025
Fort Worth, Texas 76161-0025

OWNER: Robert F. Pheil
PO Box 96161
Fort Worth, Texas 65161

ADDRESS AND PARCEL ID NOS.: 400 Central Avenue; 19-31-17-74466-030-0001
400 Central Avenue; 19-31-17-74466-030-0010
430 Central Avenue; 19-31-17-74466-030-0030
440 Central Avenue; 19-31-17-74466-030-0050
468 Central Avenue; 19-31-17-74466-030-0081
476 Central Avenue; 19-31-17-74466-030-0090
495 1st Avenue South; 19-31-17-74466-030-0110
465 1st Avenue South; 19-31-17-74466-030-0160

PLAT SHEET: F-2
LEGAL DESCRIPTION: On File

ZONING: Downtown Center-C (DC-C)

DISCUSSION AND RECOMMENDATION:

Request: The request is to vacate an east/west alley in the block bounded by Central Avenue and 1st Avenue South between 4th Street South and 5th Street South.

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 vacate the right-of-way in order to facilitate redevelopment of the block.

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 right-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 16.40.140.2.1E 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.

This application was routed to City Departments and private utility providers. The City's Engineering and Water Resource Departments indicated that there are city facilities in the alley proposed for vacation. TECO/Peoples Gas, Frontier Florida LLC and Level 3 Communications also indicated that they had facilities in the alley proposed for vacation. The applicant has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a redevelopment plan. Associated special conditions of approval have been suggested 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 entire block consisting of eleven parcels is under the ownership of three entities, including one corporation, one trust and one individual. The east-west alley, which is proposed for vacation, is currently used to access properties to the north and south of the alley. During redevelopment of the block, and through the platting process, traffic circulation and utilities will be addressed. Vacation of the alley will not detrimentally impact or impair access to any other lot of record on the block. An associated special condition of approval has been suggested at the end of this report.

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.

Vacation of the alley, if approved, is not anticipated to adversely impact the existing roadway network or substantially alter utilized travel patterns. Other similar requests have been approved in the surrounding blocks, to facilitate land assembly.

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 is not needed for the purpose for which the City has a legal interest and there is no known present or future need for the right-of-way. The alley was originally dedicated to provide a secondary means of access to the rear yards of the lots within the block and for public utilities. In the DC Zoning districts surface parking, ancillary equipment, loading and service operations shall be placed to the rear or internal to the property and shall not be visible from streets. Redevelopment of the subject block will eliminate the need for access from the alley for vehicular traffic.

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

The subject block is included in the Intown Activity Center area. Please see comments below under Special Area Plans.

B. Comprehensive Plan

Future Land Use Element Policy LU18.2 states, “The efficiency of the existing one-way system should be preserved. Direct access to First Avenues North and South from abutting lots should be kept to a minimum. Nearby east-west alleys should not be vacated if additional curb cuts into First Avenues North and South might result.”

Future Land Use Element Policy T1.6 The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.

Future Land Use Element Policy T2.4 The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.
The vacation of this alley will foster redevelopment which is a goal of the Comprehensive Plan. The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection. An associated condition of approval has been suggested which limits curb cuts along 1st Avenue South to the existing number.

C. Adopted Neighborhood or Special Area Plans

The subject right-of-way is within the boundaries of the Downtown Neighborhood Association. There are no plans which affect vacation of right-of-way in this area of the City.

The subject property is also within the boundaries of the Intown Activity Center. The Intown Activity Center plan has three elements which may apply to the vacation of right-of-way:

One Objective is to provide greater accessibility to Intown activity areas and visual assets through the development of an integrated movement system for vehicles, transit, pedestrians and parking and one of those elements is to "utilize existing sidewalks and alleys for establishing a pedestrian system base".

The vacation of the subject alley will not enhance pedestrian options.

Under the Residential Development Program it is noted that the "City may initiate vacation of alleys and streets for development".

While this is not a City initiated vacation, the policy allows vacation of alleys specifically for residential development.

One of the Development Guidelines is to "To encourage consolidation of blocks and promote a unified development concept, the City will consider the closing of selected streets and alleyways in accordance with an appropriate proposal".

This proposed vacation is in support of redevelopment of the block. The block is planned for redevelopment, but there are not yet specific plans.

Comments from Agencies and the Public: As of the date of this report, no calls were received from the public. As noted above City Departments and private utility agencies did indicate the presence of facilities in the alley to be vacated and requested either an easement or relocation at the applicant's expense. The applicant will be required to provide an additional public notice prior to the public hearing before the City Council.

RECOMMENDATION. Staff recommends APPROVAL of the proposed alley right-of-way vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the owner's expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.
2. Prior to the recording of the vacation ordinance, the alley along with the abutting properties shall be re-platted.

3. No additional curb cuts shall be created on 1st Avenue South. No curb cuts shall be created on Central Avenue.

4. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg's Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


6. As required 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.

REPORT PREPARED BY:

Kathryn A. Younkin, AICP, LEED AP BD+C, Deputy Zoning Official
Development Review Services Division
Planning & Economic Development Department

DATE

REPORT APPROVED BY:

Elizabeth Abernethy, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

DATE

Attachments: A – Parcel Map, B – Aerial Map, C – Engineering memorandum dated June 3, 2016, Exhibit “A” – Sketch and Legal Description
Attachment “A” – Parcel
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000007
Address: 400 – 476 Central Avenue and
and 401 – 495 1st Avenue South
Attachment “B” — Aerial
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 16-33000007
Address: 400 – 476 Central Avenue and
and 401 – 495 1st Avenue South
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: June 3, 2016
SUBJECT: Right-of-Way Vacation
FILE: 16-33000007

LOCATION: 400 Central Avenue, PIN 19/31/17/74466/030/0001
401 Central Avenue, PIN 19/31/17/74466/030/0002
400 Central Avenue, PIN 19/31/17/74466/030/0010
430 Central Avenue, PIN 19/31/17/74466/030/0030
440 Central Avenue, PIN 19/31/17/74466/030/0050
468 Central Avenue, PIN 19/31/17/74466/030/0081
476 Central Avenue, PIN 19/31/17/74466/030/0090
495 1st Avenue South, PIN 19/31/17/74466/030/0110
465 1st Avenue South, PIN 19/31/17/74466/030/0160
451 1st Avenue South, PIN 19/31/17/74466/030/0170
431 1st Avenue South, PIN 19/31/17/74466/030/0200

ATLAS: I-2
PROJECT: Alley Vacation

REQUEST: Approval of the vacation an east-west alley in the block bounded by Central Avenue and 1st Avenue North between 4th Street South and 5th Street South.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the alley vacation provided the following are conditions of the approval:

1. The alley contains a public stormwater system, a public sanitary sewer, and potable water mains. Since public utilities existing within the alley, the entire vacated alley must be retained as a public utility easement. Alternatively, the applicant would be responsible to relocate all existing public utilities per current City Engineering Standards and Specifications. Any associated cost for design, permitting, and construction shall be by and at the sole expense of the applicant.

2. The applicant’s Engineer shall assure adequate drainage design to redirect any public stormwater drainage surface flow which was historically conveyed by the alley, to a public drainage conveyance system of adequate capacity and conditions. Curb line flow shall be verified to have a positive flow path to a public drainage conveyance system.
Exhibit "A"

LEGAL DESCRIPTION

That 20.00 foot wide East/West alley lying within Block 30, REVISED MAP OF THE CITY OF ST PETERSBURG, as recorded in Plat Book 1, Page 49, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, said alley being bounded on the east by the west right of way of 4th Street South and bounded on the west by the east right of way of 5th Street South.

St. Petersburg, Florida

NOTES

1. Basis of Bearings: Assumed NORTH
2. NOT A BOUNDARY SURVEY.
3. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
4. This sketch is made without the benefit of a title report or commitment for title insurance.
5. 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.
6. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND

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

George F. Young, Inc.
259 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 FAX (727) 822-2919
BUSINESS ENTITY USE
ARCHITECTURE-ENGINEERING-ENVIRONMENTAL-LANDSCAPE-PLANNING-SURVEYING UTILITIES
GAINESVILLE-LAKELAND RANCH-ORLANDO-PALM BEACH GARDENS-ST. PETERSBURG-TAMPA

Since 1919
Exhibit "A"

Central Avenue

Scale: 1" = 80'

5th Street South

20'-foot East/West Alley

1st Avenue South

Legal Description

George F. Young, Inc.

269 Dr. Martin Luther King Jr. Street, N. St. Petersburg, Florida 33701

Phone (727) 822-4317 Fax (727) 822-2819

Business Entity L21

Architecture-Engineering-Environmental-Landscape-Planning-Surveying-Utilities

Gainesville-Lakeland-Rancho-Orlando-Palms Beach Gardens-St. Petersburg-Tampa

Since 1919

Job No. 160069005

Sheet No. 2 of 2

Prepared for:
First States Investors 3300 LLC
Pheil, Clarence E. Bypass Trust
Pheil, Robert F.

Prepared for:
First States Investors 3300 LLC
Pheil, Clarence E. Bypass Trust
Pheil, Robert F.
June 30, 2016

Kathryn Younkin
Deputy Zoning Official
City of St. Petersburg
Planning & Economic Development Department
One 4th Street North
St. Petersburg, FL 33701

Re: Case No. 16-33000007

Dear Kathryn Younkin,

On behalf of the SPDNA, we give our full support and encouragement for the approval of a vacation of an east/west alley in the block bounded by Central Avenue and 1st Avenue South between 4th Street South and 5th Street South. We eagerly anticipate the development of this important city block. Please contact us if you have any questions or comments.

Sincerely,

Patrick Green, Architect
SPDNA Planning Committee
The Honorable Amy Foster, Chair, and Members of City Council

Ordinance approving a vacation of air rights (City File No.: 16-33000008)

The Administration and the Development Review Commission recommend APPROVAL.

1) Conduct the first reading of the attached proposed ordinance; and

The request is to vacate a portion of the air rights over 5th Street South to allow the construction of a pedestrian skybridge connecting the Johns Hopkins All Children’s Hospital Medical Office Building and parking garage on the west side of the street to the new Johns Hopkins All Children’s Research and Education Building on the east side of the street. The proposed air rights vacation over 5th Street South is located 65.82 feet north of Mound Park Avenue South, extending 18 feet to the north and 67 feet west across 5th Street South. Per the revised legal description, the vertical limitations of the easement shall be 44.45 feet (NAVD) for the lower limitation and 68.95 feet for the upper limitation. This provides the required minimum 20 feet of vertical clearance over the pavement surface roadway of 5th Street South. The total area being vacated contains approximately 29,547 cubic feet.

The Johns Hopkins All Children’s Hospital campus Master Plan was modified in 2015 to allow for construction of a 225,000 square foot, seven-story research and education building on the southeast corner of 6th Avenue South and 5th Street South, across the street from the hospital on the north and the existing medical office and parking garage on the west. A future pedestrian bridge was included in the proposal to connect the new facility to the medical office and parking facility. A vacation of air rights is required to construct the pedestrian bridge. Similar vacations were approved in 2006 and 2007 for three other bridges, two along 6th Avenue South and one on 6th Street South. The pedestrian bridges provide a series of continuous, protected pedestrian connections over busy roadways between the two hospitals, parking facilities, and medical office buildings in the medical campus which is situated in an intensely developed urban environment spanning multiple city blocks.
The area proposed for air rights vacation appears to be the minimum necessary to meet the needs of the applicant. The request is reasonable to accommodate continued development of the regional medical center complex and allows the safe movement of staff, patients, and families between the hospitals, medical buildings, and parking facilities. Granting the requested air rights vacation would be consistent with the three similar pedestrian bridges previously approved within this urban medical campus.

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

Agency Review: The request has been reviewed by appropriate City departments and public utility agencies. There are no objections or concerns to the requested vacation. The applicant is aware of and agrees with the conditions of approval provided below.

DRC Action/Public Comments: On July 6, 2016, 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.

RECOMMENDATION:

The Administration recommends APPROVAL of the air rights vacation, subject to the following conditions:

1. The plans submitted for permitting shall depict a minimum vertical clearance of 20 feet from the highest elevation of the existing pavement. The pedestrian skybridge supports shall be located outside of the public right-of-way.

2. The applicant shall coordinate any necessary easements prior to the issuance of building permits.

3. The applicant shall be responsible for all costs associated with any necessary relocation of existing utilities.

Attachments: Ordinance, Staff Report
ORDINANCE NO. ______

AN ORDINANCE APPROVING A VACATION OF AIR RIGHTS OVER 5TH STREET SOUTH, LOCATED BETWEEN MOUND PARK AVENUE SOUTH AND 6TH AVENUE SOUTH; 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 air rights are hereby vacated as recommended by the Administration and the Development Review Commission on July 6, 2016 (City File No. 16-33000008):

LEGAL DESCRIPTION OF VACATION OF AIR RIGHTS:

A PORTION OF THE AIR RIGHTS OF THE RIGHT-OF-WAY OF 5TH STREET SOUTH, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF LOT 9, BLOCK 7, MOUND PARK ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 60, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, AS A POINT OF REFERENCE; THENCE N.00°36'15"W., ALONG THE WEST LINE OF SAID LOT 9, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF 5TH STREET SOUTH, 65.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°36'15"W. ALONG SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID LOT 9, 18.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, S.89°26'11"E., 67.00 FEET, TO A POINT OF INTERSECTION WITH THE EAST LINE OF LOT 1, BLOCK 1, ALL CHILDREN'S SEVENTH REPLAT, AS RECORDED IN PLAT BOOK 134, PAGES 69 AND 70, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF 5TH STREET SOUTH; THENCE S.00°36'15"E. ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF SAID LOT 1, 18.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, N.89°26'11"E., 67.00 FEET, TO THE POINT OF BEGINNING.

THE VERTICAL LIMITS OF SAID EASEMENT BEING AS FOLLOWS:

ELEVATION OF THE LOWER LIMITS: 44.45 FEET
ELEVATION OF THE UPPER LIMITS: 68.95 FEET

SAID ELEVATIONS BEING BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), MORE PARTICULARLY ON BENCHMARK "FEDERAL K", (PERMANENT IDENTIFIER AG0513) LOCATED AT THE NORTHEAST CORNER OF 4TH STREET SOUTH AND 11TH AVENUE SOUTH HAVING A PUBLISHED ADJUSTED ELEVATION OF 4.20 FEET.

CONTAINING 29,547 CUBIC FEET, MORE OR LESS.

ST PETERSBURG, FLORIDA
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. The plans submitted for permitting shall depict a minimum vertical clearance of 20 feet from the highest elevation of the existing pavement. The pedestrian skybridge supports shall be located outside of the public right-of-way.

2. The applicant shall coordinate any necessary easements prior to the issuance of building permits.

3. The applicant shall be responsible for all costs associated with any necessary relocation of existing utilities.

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.

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
Planning & Economic Development Dept.
Date 7-12-16

[Signature]
City Attorney (Designee)
Date 7-13-16
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 July 6, 2016, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000008 PLAT SHEET: F-3
REQUEST: Approval of a vacation of air rights over 5th Street South to allow the construction of a skybridge connecting Johns Hopkins All Children's Hospital medical office building on the west side of the street to the new Johns Hopkins All Children's Research and Education Building on the east side of the street.

OWNER: All Children's Hospital, Inc.
501 6th Avenue South
Saint Petersburg, Florida 33701-4634

ADDRESSES and PARCEL ID NOS.: 600 5th Street South; 19-31-17-00388-001-0010
500 6th Avenue South; 19-31-17-59256-007-0040

LEGAL DESCRIPTION: On File

ZONING: Institutional Center (IC)

DISCUSSION AND RECOMMENDATION:

Request:
The request is to vacate a portion of the air rights over 5th Street South to allow the construction of a pedestrian skybridge connecting the Johns Hopkins All Children's Hospital Medical Office Building and parking garage on the west side of the street to the new Johns Hopkins All Children's Research and Education Building on the east side of the street. The proposed air rights vacation over 5th Street South is located 65.82 feet north of Mound Park Avenue South, extending 18 feet...
to the north and 67 feet west across 5th Street South. Per the revised legal description, the vertical limitations of the easement shall be 44.45 feet (NAVD) for the lower limitation and 68.95 feet for the upper limitation. This provides the required minimum 20 feet of vertical clearance over the pavement surface roadway of 5th Street South. The total area being vacated contains approximately 29,547 cubic feet.

Discussion:
The Johns Hopkins All Children's Hospital campus Master Plan was modified in 2015 (for SPR 15-31000014 approval, see Attachment "D") to allow for construction of a 225,000 square foot, seven-story research and education building on the southeast corner of 6th Avenue South and 5th Street South, across the street from the hospital on the north and the existing medical office and parking garage on the west. A future pedestrian bridge was included in the proposal to connect the new facility to the medical office and parking facility. A vacation of air rights is required to construct the pedestrian bridge. Similar vacations were approved in 2006 and 2007 for three other bridges, two along 6th Avenue South and one on 6th Street South. The pedestrian bridges provide a series of continuous, protected pedestrian connections over busy roadways between the two hospitals, parking facilities, and medical office buildings in the medical campus which is situated in an intensely developed urban environment spanning multiple city blocks.

The area proposed for air rights vacation appears to be the minimum necessary to meet the needs of the applicant. The request is reasonable to accommodate continued development of our regional medical center complex and allows the safe movement of staff, patients, and families between the hospitals, medical buildings, and parking facilities. Granting the requested air rights vacation would be consistent with the three similar pedestrian bridges previously approved within this urban medical campus.

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 right-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 16.40.140.2.1E 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.

The pedestrian skybridge is proposed to be elevated approximately 44.45 feet (NAVD), over 20 feet above grade of the existing pavement, and therefore shall not obstruct the
existing vehicular and pedestrian network. The subject application was routed to all affected utility companies and City departments. No objections were raised.

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 vacation shall not impair or deny access to the public. The applicant owns the entirety of the 5th Street frontage along both sides of the subject block. The pedestrian skybridge will be elevated above grade connecting the buildings on the second story, allowing the continued use of the roadway for vehicular traffic and the existing sidewalks for pedestrian movement.

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 pedestrian skybridge is proposed to be elevated approximately 44.45 feet (NAVD), over 20 feet above grade of the existing pavement, and as noted above, shall not obstruct the existing road and pedestrian network. There are no historic resources on the subject blocks.

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 City has no other intended use for the air rights proposed for vacation.

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

No other factors have been raised for consideration. Staff has evaluated the request and finds that there are no other factors that may negatively affect the public health, safety, or welfare.

B. Comprehensive Plan
There are no specific policies in the City's Comprehensive Plan which directly apply to an air rights request, the Comprehensive Plan directly supports the continued viability of this regional medical asset which provides both vital medical services to our youngest residents as well as major employment opportunities for our adults. This medical campus is a cornerstone to the public health, safety, and welfare of our community.

C. Adopted Neighborhood or Special Area Plans
The St. Pete Innovation District Streetscape and Connectivity Improvement Project incorporates both the Bayboro Harbor Redevelopment Plan and the Johns Hopkins All Children's Hospital campus Master Plan. The proposed pedestrian skybridge and the previously approved skybridges within the medical complex are consistent with the purpose and intent of these special area plans.
There are no neighborhood plans which are affected by the vacation of air rights in this area of the City.

Comments Public
As of the date of the report, Staff has received no calls or emails from the public.

RECOMMENDATION.
Staff recommends APPROVAL of the proposed air rights vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. The plans submitted for permitting shall depict a minimum vertical clearance of 20 feet from the highest elevation of the existing pavement. The pedestrian skybridge supports shall be located outside of the public right-of-way.

2. The applicant shall coordinate any necessary easements prior to the issuance of building permits.

3. The applicant shall be responsible for all costs associated with any necessary relocation of existing utilities.

REPORT PREPARED BY:

ALEXANDRIA HANCOCK, Planner I
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

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

Attachments: A – Parcel Map; B – Aerial Map; C – Sketch and Legal Description; D – SPR 15-31000014 Approval; E – Engineering Department Memorandum dated June 20, 2016
City of St. Petersburg, Florida
Development Review Services
Case No.: 16-33000008
Address: 600 5th Street South
www.sipetc.org
LEGAL DESCRIPTION

A portion of the air rights of the right-of-way of 5th Street South, located in the Southwest 1/4
of Section 19, Township 31 South, Range 17 East, Pinellas County, Florida, being more particularly
described as follows:

From the Southwest corner of Lot 9, Block 7, MOUND PARK ADDITION, according to the plat
thereof as recorded in Plat Book 2, Page 60, Public Records of Hillsborough County, Florida, of
which Pinellas County was formerly a part, as a Point of Reference; thence N.00°36'15"W., along
the West line of said Lot 9, said line also being the East right-of-way line of 5th Street South,
65.82 feet to the POINT OF BEGINNING; thence continue N.00°36'15"W. along said East
right-of-way line and the West line of said Lot 9, 18.00 feet; thence leaving said right-of-way,
S.89°26'11"W., 67.00 feet, to a point of intersection with the East line of Lot 1, Block 1, ALL
CHILDREN’S SEVENTH REPLAT, as recorded in Plat Book 134, Pages 69 and 70, Public Records
of Pinellas County, Florida, said line also being the West right-of-way line of 5th Street South;
thence S.00°36'15"E. along said West right-of-way line and along the East line of said Lot 1,
18.00 feet; thence leaving said right-of-way, N.89°26'11"E., 67.00 feet, to the POINT OF
BEGINNING.

The vertical limits of said easement being as follows:

Elevation of the Lower Limits: 44.45 feet
Elevation of the Upper Limits: 68.95 feet

Said elevations being based on the North American Vertical Datum of 1988 (NAVD 88), more
particularly on benchmark "FEDERAL K", (Permanent Identifier AG0513) located at the Northeast
corner of 4th Street South and 11th Avenue South having a published adjusted elevation of 4.20
feet.

Containing 29,547 cubic feet, more or less.

St. Petersburg, Florida

NOTES

1. Basis of Bearings: N.00°36'15"W. along the West line of Lot 9, Block 7, MOUND PARK
   ADDITION, as recorded in Plat Book 2, Page 60, Public Records of Hillsborough County,
   Florida, of which Pinellas County was formerly a part (assumed).

2. NOT A BOUNDARY SURVEY.

3. This sketch is a graphic illustration for informational purposes only and is not intended to
   represent a field survey.

4. This sketch is made without the benefit of a title report or commitment for title insurance.

5. 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.

6. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor
   and Mapper.

LEGEND

| LB | Licensed Business |
| LS | Licensed Surveyor |
| NAVD 88 | North American Vertical Datum of 1988 |
| P.B. | Plat Book |
| PSM | Professional Surveyor and Mapper |
| R/W | Right-of-way |
January 8, 2016

All Children's Hospital
501 6th Avenue South
St. Petersburg, FL 33701

Re: Case-No.: 15-31000014
Addresses: 501 6th Avenue South
Parcel ID No.: 19-31-17-59257-001-0010
Request: Approval of a site plan to modify the previously approved phased Master Plan (Case No. 05-32000002) for All Children's Hospital to allow construction of a 225,000 square foot 7-story research and education building.

Dear Applicant:

The Development Review Commission at its meeting of January 6, 2016, APPROVED by a vote of 7-0 the above-referenced request subject to the special conditions and conditions in the Staff Report. While a copy of the Vote Record is enclosed, the special conditions are as follows:

SPECIAL CONDITIONS OF APPROVAL:

1. Approval of the master site plan is subject to approval by the Community Redevelopment Agency.
2. The Applicant shall comply with the special and standard conditions of approval contained in the Engineering Department memorandum dated December 16, 2015.
3. Site plan and building plans shall comply with the amended bicycle parking requirements, Ordinance 203-H which shall require 3 short term and 15 long term spaces for the proposed research and education building.
4. The pedestrian bridge to the Outpatient Care Center shown crossing over 5th Street South will require an air rights vacation. The bridge shall maintain a minimum vertical clearance of 20-feet over the right of way. Bridge supports shall be located outside of the public right-of-way.
5. Applicant shall secure building permits for the improvements by January 6, 2019.

If there are any questions, please feel free to give me a call at 727-892-5344.

Sincerely,

[Signature]

Elizabeth Abernethy, AICP
Zoning Official (POD)
Development Review Services Division

Enclosure

ec: Jonathan Gotwald, P.E.
Development Review Commission (DRC)
Hearing Date JANUARY 6, 2016
CASE No.: 15-31000014

MOTION TO APPROVE:
1# site plan to modify the previously approved phased Master Plan (Case No. 05-32000002) for All Children’s Hospital to allow construction of a 225,000 square foot 7-story research and education building, subject to the conditions in the Staff Report.

AMENDMENTS:

MOVED BY: Stowe
SECOND BY: Rutland

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Attendance

P Doyle
A Fisher
P Flynt
P Schumaker
P Stowe
P Griner, Vice-Chair
P Scherer, Chair
A Samuel *1
A Castellano *2
P Rutland *3

Presentations

X Elizabeth Abermethy made a presentation based on the Staff Report
X Jonathan Gotwald made a presentation on behalf of the applicant.

"Approved by a unanimous vote of the Commission"
TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: June 20, 2016 – Revised Comments
SUBJECT: Johns Hopkins All Childrens - Air Rights Vacation
For proposed Research and Education Building
FILE: 16-33000008

LOCATION: 600 5th Avenue South, PIN 19/31/17/59256/007/0040
ATLAS: F-3
PROJECT: Air Rights Vacation

REQUEST: Approval of the vacation of air rights over 5th Street south to allow the construction of a skybridge connecting Johns Hopkins All Children’s Hospital medical office building on the west side of the street to the new Johns Hopkins All Children’s Research and Education Building on the east side of the street.

COMMENTS: The following comments are based on a revised legal description and sketch for the Air Rights Vacation submitted by George F. Young, which met the required 20-feet of vertical clearance over the 5th Street roadway. The Engineering and Capital Improvements Department has no objection to the vacation request based on the revised legal description provided the following are added as conditions of approval:

1. The minimum vertical clearance which will be considered over 5th Street roadway is 20-feet.

2. The Engineer of record has clarified that all bridge supports shall be located outside of the public right-of-way. Should the design change requiring supports within the right of way, a Minor Easement Permit for the encroachment will be considered for approval or denial at the discretion of the City Engineering director.

NED/MJR/jw

pc: Kelly Donnelly
Right of Way Vacation File 2016
Reading File
Correspondence File
Item F-3 backup will be provided at a later date.

- Approving a vacation of the western 71-foot portion of an east/west alley in the block bounded by 3rd Street North and 4th Street North between 5th Avenue North and 6th Avenue North. (City File 16-33000006)
SAINT PETERSBURG CITY COUNCIL

Meeting of August 4, 2016

TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of the western 71 foot portion of an east/west alley in the block bounded by 3rd Street North and 4th Street North between 5th Avenue North and 6th Avenue North (City File No.: 16-33000006)

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 August 25, 2016

The Request: The request is to vacate the western 71 foot portion of an east/west alley in the block bounded by 3rd Street North and 4th Street North between 5th Avenue North and 6th Avenue North. The applicant has agreed to create a new alignment for the alley by dedicating a new north-south alley through the platting process.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments “A” and “B”) and the Sketch and Legal Description (Exhibit “A”). The applicant owns the properties to the north and south of the alley to be vacated and the applicant’s goal is to redevelop the area to the north of the vacated alley while providing an abutting new northern exiting alley. Concerns with the existing alley include a lack of visibility when exiting onto 4th Street North as this is just north of the 5th Avenue North right turn lane.

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 vacation application was routed to City Departments and outside utility providers. City Departments and outside utility providers indicated that they have facilities in the area to be vacated and would require relocation or an easement. A requirement for a public utility easement is a proposed condition of approval recommended by the Development Review Commission.
Public Comments: Prior to the DRC hearing, staff received several phone calls in regards to the vacation of the subject alley. Robin Reed of the Historic Old Northeast Neighborhood Association indicated that they would not be in support of this vacation. Helen Huntley called and indicated that she would not object as long as a new north-south portion of alley would be dedicated. John Owen who owns several properties on the eastern end of the subject alley indicated that he would be okay with the vacation if a new north exiting alley was to be dedicated.

DRC Action/Public Comments: On June 1, 2016, 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, with an amended condition clarifying that the new alley to be dedicated is to be paved with brick to City Standards. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION:

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

1. Prior to recording the vacation ordinance, the applicant shall replat the vacated alley and the abutting three parcels to the north, and dedicate a new 20 foot north south alley abutting the un-vacated portion of the alley. The applicant shall also dedicate a public utility easement in the area of the vacated portion of the alley. The newly dedicated alley shall be paved to City standards with brick and include an area sufficient for the turning radius required for City sanitation trucks and City fire equipment;

2. Prior to recording the vacation ordinance, the applicant shall tie together Lot 8 and Lot 9 under common ownership;

3. No future redevelopment of Lot 8 as a standalone lot shall be approved;

4. Comply with the Conditions in the Engineering Memorandum dated May 25, 2016, and include paving the newly dedicated alley with brick to City standards;

5. As required 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.

Attachments: Attachment “A” – Parcel Map, Attachment “B: Aerial, Ordinance, Exhibit “A” Revised Sketch and Legal dated 5/27/16, Staff Report
AN ORDINANCE APPROVING A VACATION OF THE WESTERN 71 FOOT PORTION OF AN EAST/WEST ALLEY IN THE BLOCK BOUNDED BY 3RD STREET NORTH AND 4TH STREET NORTH BETWEEN 5TH AVENUE NORTH AND 6TH AVENUE 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 June 1, 2016 (City File No. 16-33000006):

Legal Description: See Exhibit “A” Sketch and Legal

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 replat the vacated alley and the abutting three parcels to the north, and dedicate a new 20 foot north south alley abutting the un-vacated portion of the alley. The applicant shall also dedicate a public utility easement in the area of the vacated portion of the alley. The newly dedicated alley shall be paved to City standards with brick and include an area sufficient for the turning radius required for City sanitation trucks and City fire equipment;

2. Prior to recording the vacation ordinance, the applicant shall tie together Lot 8 and Lot 9 under common ownership;

3. No future redevelopment of Lot 8 as a standalone lot shall be approved;

4. Comply with the Conditions in the Engineering Memorandum dated May 25, 2016, and include paving the newly dedicated alley with brick to City standards;

5. As required 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:
Legal Description of proposed portion of vacated 16' alley: Commence at the Northwest corner of Lot 7, Block C, of THE THORNTON ADDITION TO ST. PETERSBURG, according to the Plat thereof as recorded in Plat Book 1, Page(s) 47, of the Public Records of Pinellas County, Florida, said Northwest corner is also shown on the plat, of THORNTON SUBDIVISION OF BLOCKS B & C OF THE THORNTON ADDITION TO ST. PETERSBURG, according to the Plat thereof as recorded in Plat Book 1, Page(s) 61, of the Public Records of Pinellas County, Florida; thence run S. 00'09'49" W., along the Easterly Right-of-Way line of 4th Street North, as it now exists, a distance of 127.00 feet to the Point of Beginning of this description, said point also being the Southwest corner of said Lot 7, Block C; Thence continue S. 00'09'49" W., along said Easterly Right-of-Way line of 4th Street North, a distance of 16.00 feet to a point, said point also being the Southwest corner of a 16' foot alley, Thence departing said Easterly Right-of-Way line run N. 89'53'09" E., along the South line of a 16 foot alley, a distance of 71.00 feet to a point; Thence run N. 00'09'49" E., a distance of 16.00 feet to a point; thence run S. 89'53'09" W., along the North line of a 16 foot alley, a distance of 71.00 feet to the Point of Beginning of this description.

Said described portion of proposed vacated alley contains 1,136 square feet or 0.026 acres, more or less.
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 June 1, 2016, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000006
PLAT SHEET: E-6

REQUEST: Approval of a vacation of the western 71 foot portion of an east/west alley in the block bounded by 3rd Street North and 4th Street North between 5th Avenue North and 6th Avenue North.

OWNER: Peapod LC
345 5th Avenue North
Saint Petersburg, Florida 33701-2955

OWNER: 4th Street Corner, LLC
345 5th Avenue North
Saint Petersburg, Florida 33701-2955

ADDRESSES and PARCEL ID NOS.: 341 5th Avenue North; 18-31-17-90576-003-0090
349 5th Avenue North; 18-31-17-90576-003-0080
533 4th Street North; 18-31-17-90576-003-0060

LEGAL DESCRIPTION: On File

ZONING: Corridor Commercial Traditional-1 (CCT-1)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate the western 71 foot portion of an east/west alley in the block bounded by 3rd Street North and 4th Street North between 5th Avenue North and 6th Avenue North.
The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B") and the Sketch and Legal Description (Exhibit "A"). The applicant owns the properties to the north and south of the alley to be vacated. The applicant's goal is to redevelop the area to the north of the vacated alley while providing an abutting new northern exiting alley. Concerns with the existing alley exiting onto 4th Street North just to the north of the 5th Avenue North right turn lane are lack of visibility for cars existing the alleyway (see Transportation Division email attached).

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 right-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 16.40.140.2.1E 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.

The vacation application was routed to City Departments and outside utility providers. City Departments and outside utility providers indicated that they have facilities in the area to be vacated and would require relocation or an easement. A requirement for a public utility easement is a proposed condition of approval 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 only lot of record potentially affected by this alley vacation would be Lot 8 located to the south of the proposed alley vacation, and owned by the applicant. The abutting Lot 9 is owned by the applicant as well and he has agreed to tie together the ownership of these two parcels.

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 vacation of this 71 foot section of alley right-of-way will not substantially affect utilized travel patterns and will not create a dead end right-of-way. A condition of the vacation of this segment of alley would be the dedication of a new 20 foot wide alley exiting to the north onto 6th Avenue North. This would then provide access to 4th Street North in a more safe location.
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 original east-west alley was dedicated by the plat of Thornton’s Addition in 1891 and was intended to provide secondary access to the rear yards of the lots within the block. Now that the north side of the block will be assembled for redevelopment as a consolidated site, the need for the alley right-of-way as originally dedicated is no longer necessary. The replacement alley proposed by the applicant will preserve access to the rear yards of the remaining lots within the eastern portion of the block which are not part of the proposed project.

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

No other factors have been raised for consideration.

B. Comprehensive Plan

Future Land Use Element Policy T2.4 The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.

The vacation of this alley will foster redevelopment which is a goal of the Comprehensive Plan. The applicant has agreed to dedicate a new alley to replace the portion of the alley being vacated. The City’s Neighborhood Transportation Division has reviewed the proposed vacation and has no objection.

C. Adopted Neighborhood or Special Area Plans

The subject property is within the boundaries of the Historic Old Northeast Neighborhood Association. The Historic Old Northeast Neighborhood Plan notes the importance of maintaining alley access so that both residential and commercial uses have access from the rear of the properties.

There are no Special Area Plans which affect vacation of alleys in this portion of the City. The subject property is adjacent to the boundaries of the Intown Activity Center. The Intown Activity Center plan has an element which applies to this vacation of right-of-way:

One of the Development Guidelines is to “To encourage consolidation of blocks and promote a unified development concept, the City will consider the closing of selected streets and alleyways in accordance with an appropriate proposal”.

This proposed vacation is in support of redevelopment of the adjacent parcel.

Comments from Agencies and the Public

Staff received several phone calls in regards to the vacation of the subject alley. Robin Reed of the Historic Old Northeast Neighborhood Association indicated that they would not be in support of this vacation. Helen Huntley called and indicated that she would not object as long as a new north existing alley would be dedicated. John Owen who owns several properties on the
eastern end of the subject alley indicated that he would be okay with the vacation if a new north exiting alley was dedicated.

RECOMMENDATION. Staff recommends APPROVAL of the proposed alley right-of-way vacation. 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 replat the vacated alley and the abutting three parcels to the north, and dedicate a new 20 foot north south alley abutting the un-vacated portion of the alley. The applicant shall also dedicate a public utility easement in the area of the vacated portion of the alley. The newly dedicated alley shall be paved to City standards with brick and include an area sufficient for the turning radius required for City sanitation trucks and City fire equipment;

2. Prior to recording the vacation ordinance, the applicant shall tie together Lot 8 and Lot 9 under common ownership;

3. No future redevelopment of Lot 8 as a standalone lot shall be approved;


5. As required 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.

REPORT PREPARED BY:

Kathryn A. Younkin, AICP, LEED AP BD+C, Deputy Zoning Official
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

Elizabeth Abernethy, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division

Attachment “A” – Parcel
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000006
Address: 341 & 349 5th Avenue North
and 533 4th Street North

City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000006
Address: 341 & 349 5th Avenue North
and 533 4th Street North
Attachment “B” — Aerial
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000006
Address: 341 & 349 5th Avenue North
and 533 4th Street North

(nts)
Legal Description. Begin at the southwest corner of Lot 7, Block C, of THE THORON ADDITION TO ST. PETERSBURG, according to the Plat thereof as recorded in Plat Book 1, Page(s) 47, of the Public Records of Hillsborough County, Florida, of which is Pinellas County was formerly a part, thence run East 71° thence run South 16°, thence run West 71°, thence run North 16° to the Point of Beginning.
Kathryn,

The Transportation and Parking Management Department supports closing the section of the east-west alley east of 4th Street for transportation safety reasons. It will reduce the potential conflict between motorists using this alley to access 4th Street and motorists making westbound to northbound right turns at the intersection of 5th Avenue North and 4th Street.

Tom Whalen, AICP
Planner III, Transportation and Parking Management
City of St. Petersburg
One Fourth Street North, St. Petersburg, FL 33701
727-893-7883 / Fax: 727-551-3326
Tom.Whalen@stpete.org
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: May 25, 2016
SUBJECT: Right-of-Way Vacation – Revision to previous comment #6
FILE: 16-33000006

LOCATION: 334 – 6th Avenue North, PIN 18/31/17/90576/003/0050 (E 50’ of lot 5)
341 5th Avenue North, PIN 18/31/17/90576/003/0090 (Lot 9)
349 5th Avenue North, PIN 18/31/17/90576/003/0080 (Lot 8)
533 4th Street North, PIN 8/31/17/90576/003/0060 (lot 6, 7, & west 5’ of lot 5)

PROJECT: Partial Alley Vacation

REQUEST: Approval of the vacation of the western 111.5-feet of an east-west alley in the block bounded by 3rd Street North and 4th Street North between 5th Avenue North and 6th Avenue North.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the partial alley vacation provided the following are conditions of the approval:

1. The application indicates that the western 111.50 feet of the alley is to be vacated. However, the footage of the alley vacation must be reduced to assure that the alley continues to provide access to each platted lot of record. The application indicates that Thornton’s Add Block C lots 8 and 9 are in the ownership of Peapod, LC. These two lots must be legally joined together and the western terminal end of the alley must extend to the western boundary of Lot 9, or as a minimum, to the point where Lot 9 requires access from the alley.

2. Per City of St. Petersburg Code Section 16.40.140.2.1(E)(3), a right of way vacation shall not create dead-end rights-of-way therefore, as a condition of this vacation request, the applicant must dedicate a new 20-foot wide alley right of way, extending from the western termination of the existing alley to 6th Avenue North. The applicant shall pave this alley extension to 6th Avenue North per current City Engineering Standards and Specifications. Any associated cost for design, permitting, and construction required for the alley construction shall be by and at the sole expense of the applicant.

3. All brick, granite curbing and/or hexagon block pavers which exist within the alley right of ways to be vacated, shall remain the property of the City of St. Petersburg. Granite curb & brick which are not to be used to improve the north/south alley right of way required to be dedicated as a condition of this vacation, shall be removed, neatly stacked, palletized and delivered to the City Maintenance yard located at 1635 - 3rd Avenue North by and at the sole expense of the developer / contractor. Contact Teena Smith (phone 727-893-7861) to arrange a site visit to verify quantities of materials to be removed and to arrange a time when the City will accept the materials delivery and provide written verification of quantities of materials delivered to the City by the contractor.
* It is noted that the existing alley is brick. Engineering recommends that the City's Zoning division determine if the applicant will be required, as a condition of the alley vacation, to construct the new required north/south alley segment with brick and granite curb to match the existing alley.

4. As a condition of the partial alley vacation, the existing redundant (abandoned) alley apron to 4th Street shall be completely removed from within the right of way. The road curb shall be restored within a raised curb to match the existing adjacent curb type and the sidewalk shall be restored to match the existing adjacent sidewalk. Note that the 4th Street Corridor area improvement project contains specialty concrete sidewalks which are stamped with a hexblock pattern and colored with a specific concrete stain color pattern. All public sidewalk constructed within the 4th Street Corridor shall be constructed to match existing adjacent sidewalk stamp pattern and concrete stain color pattern. Associated cost for design, permitting, and construction shall be by and at the sole expense of the applicant.

5. Landscape or streetscape improvements to be placed within the FDOT controlled right of ways of 4th Street must be permitted through FDOT. Note that this area of 4th Street is covered by Landscape Memorandum of Agreement #23-06 and Streetscape Memorandum of Agreement #01-06 (executed by the City and FDOT). During the permitting process, the FDOT will add this project to the MOA via an Amendment which must be executed by the City and FDOT. Prior to executing the Amendment, the City will require the property owner to enter into a Parkway Maintenance Agreement (available upon request from the City Zoning department, contact Corey Małyszka). For streetscape/hardscape/specialty sidewalk improvements, utility work, roadway modifications or Maintenance of Traffic (MOT) impacts within FDOT right of way coordinate through the FDOT Pinellas Maintenance office (5211 Ulmerton Road, Clearwater, FL, phone 727-575-8300). For landscape and irrigation improvements within FDOT right of way coordinate with the District Roadside Vegetation Coordinator William Moriaty (11201 N. McKinley Drive MS 7-1200, Tampa, FL, phone (813) 975-6273. It is the responsibility of the applicant to obtain all governmental approvals/permits from regulatory agencies including but not limited to the City of St. Petersburg, FDOT, FDEP, SWFWMD, Pinellas County, etc.

6. The applicant will be required to construct a new terminal manhole over the existing sanitary sewer main within the east/west alley, just east of the western termination of the alley. Each lot of record must have a service lateral and legal access to the public sanitary sewer main. All sanitary sewer construction shall be per current City Engineering Standards and Specifications. Associated cost for design, permitting, and construction shall be by and at the sole expense of the applicant. Alternatively, the applicant may opt to retain the entire vacated alley as Public Utility Easement in which case the new terminal sanitary sewer manhole will not be required and existing public manhole E6-140 (just east of 4th Street) will remain the terminal manhole.

7. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within right-of-way or public easement dedicated to the City of St. Petersburg. All work within City right of way or public utility easement dedicated to the City shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

NED/MJR/jw

pc: Kelly Donnelly
Right of Way Vacation File 2016
Reading File
Correspondence File
ACTION DESIRED:

Respectfully requesting City Council pass the attached resolution to support the Consumer Financial Protection Bureau’s regulations addressing payday loans and other high cost loans and urging the Bureau to issue the strongest rules possible against these predatory loans. This is a time sensitive issue.

RATIONALE:

The Consumer Finance Protection Bureau has issued draft regulations to help protect consumers from the high cost of payday loans. The effective interest rates are up to 300% because most borrowers are unable to repay the loan within the very short loan period and therefore, end up repeatedly roll the loan. Resolution and background information is attached.

Karl Nurse
Council Member
CFPB’s Payday Lending Proposed Rule: The Consumer Financial Protection Bureau (CFPB) has proposed a new national rule that addresses payday and car title lending. The rule has the potential to help millions of people intentionally trapped in 300-plus percent interest loans. Unfortunately, payday lenders have successfully pushed for loopholes that they will aggressively exploit as they have with other regulations in the past unless the CFPB closes them when developing their final rule.

The proposed rule is currently in a public comment period giving the public a perfect opportunity to tell the CFPB it needs to protect consumers by passing a strong payday lending rule with no loopholes.

Comments can be submitted at: www.stopthedebttrapflorida.org.

The Debt Trap: The problem is that these loan products are a purposeful debt trap. Lenders make more money when they trap borrowers in unaffordable debt for extended periods of time than they would if they issued loans that borrowers had the ability to repay.

- In Florida payday loans have an average interest rate of 278% which allowed lenders to strip over $311 million in fees alone from borrowers in Florida last year.
- These lenders have extraordinary leverage by maintaining control over the borrower’s bank account. They can grab the payment from the borrower’s account on payday or when social security is deposited, leaving them unable to pay for rent or food unless they take out another loan after the Florida required 24 hour cooling off period. The 24 hours has proved too short to protect consumers.
- Last year, over 83% of Florida payday loans were to Floridians stuck in 7 or more loans in a year. The economic drain of payday lending is disproportionately concentrated in Florida’s black and Latino communities, and has seen significant growth among senior citizens.

Stop the Debt Trap: The CFPB can stop this debt trap by requiring lenders to make affordable loans. An affordable loan is one that a borrower has the ability to repay in light of the borrower’s income and expenses without defaulting on other bills and without re-borrowing to make ends meet. This is how responsible lenders already do things.

The CFPB’s Proposed Rule: The proposed rule gets the fundamentals right by establishing an ability-to-repay principle, based on income and expenses, at the core of the rule. This is critical. However, the proposal contains several loopholes that must be closed.

The CFPB Needs to Hear From Us: Close the loopholes
The public has until September 14, 2016, to submit comments on the proposal and to urge the CFPB to close the loopholes. The CFPB will consider the comments and is expected to issue a final rule during 2017.

Visit this site for more info and a link to submit a comment: www.stopthedebttrapflorida.org

For more information, contact Brad Ashwell, BradAshwell@flacp.org, or Alice Vickers, AliceVickers@flacp.org
A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA, IN SUPPORT OF THE CONSUMER FINANCIAL PROTECTION BUREAU’S REGULATIONS ADDRESSING PAYDAY LOANS AND OTHER HIGH COST LOANS AND URGING THE BUREAU TO ISSUE THE STRONGEST RULES POSSIBLE AGAINST THESE PREDATORY LOANS

WHEREAS, payday loans in Florida carry extraordinarily high interest rates, typically charging borrowers almost 300% annualized interest for a loan of up to $500;

WHEREAS, payday lenders do not determine if borrowers have the ability to repay the loan but instead rely in most cases on seizing payment directly from borrowers’ bank accounts to repay the loans, leaving borrowers at risk of re-borrowing to avoid a cycle of debt;

WHEREAS, borrowers in Florida typically take out 7 or more payday loans per year, indicating borrowers are trapped in debt;

WHEREAS, payday loans in Florida drain over $311 million in fees alone from the borrowers, a significant loss to borrowers and the overall Florida economy;

WHEREAS, the Consumer Financial Protection Bureau (CFPB) is directed by the Dodd Frank Act to create rules regulating consumer financial products, though the CFPB by law cannot address the costs and fees charged by predatory lenders;

WHEREAS, the CFPB on June 2, 2016, issued proposed national rules to rein in the worst predatory practices of payday loans, car title loans and other high cost loans, which are a good start for addressing predatory loans but contain loopholes;

WHEREAS, the proposed rules at their core create an ability to repay requirement for borrowers, similar to requirements placed on borrowers for most other loans;

WHEREAS, the proposed rules allow for exceptions to the ability to repay requirement that allows for the exemption of up to six high-cost payday loans per borrower per year from the ability to repay requirement;

WHEREAS, the proposed rules allow industry practices of repayment via seizure of funds in bank accounts as evidence of judgment of ability to repay requirement;

WHEREAS, if the CFPB rules are not strengthened borrowers will not be given adequate protection from these high-cost loans;
NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby urges the CFPB to create a strong rule to protect consumers by:

(1) applying the ability to repay requirement to as many of the covered loans as possible in order to protect consumers from falling into a cycle of debt;

(2) not allowing industry practice of repayment via seizure of funds in bank accounts as evidence of judgment of ability to repay requirement; and

(3) creating the strongest rule possible to protect the citizens of our City from high-cost predatory loans.

BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Consumer Financial Protection Bureau Director Richard Cordray.

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM:

_______________________________________
City Attorney (Designee)
RESOLUTION NO. 2016-________

A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA, IN SUPPORT OF THE CONSUMER FINANCIAL PROTECTION BUREAU’S REGULATIONS ADDRESSING PAYDAY LOANS AND OTHER HIGH COST LOANS; URGING THE BUREAU TO ISSUE THE STRONGEST RULES POSSIBLE AGAINST THESE PREDATORY LOANS; INSTRUCTING THE CITY CLERK TO SUBMIT A COPY OF THIS RESOLUTION TO CERTAIN PEOPLE AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, data collected by the Florida Office of Financial Regulation ("OFR") shows that payday loans in Florida carry extraordinarily high interest rates, typically charging borrowers almost 300% annualized interest for a loan of up to $500; and

WHEREAS, payday lenders do not determine if borrowers have the ability to repay the loan, but instead rely in most cases on seizing payment directly from borrowers’ bank accounts or paychecks to repay the loans, leaving borrowers at risk of re-borrowing to avoid a cycle of debt; and

WHEREAS, the OFR data shows that borrowers in Florida typically take out 7 or more payday loans per year, indicating borrowers are trapped in debt; and

WHEREAS, the OFR data also shows that payday loans made in Florida drained over $311 million in fees alone from the borrowers during a twelve-month period spanning 2014–2015, a significant loss to those borrowers and the overall Florida economy; and

WHEREAS, the Consumer Financial Protection Bureau ("CFPB") is directed by the Dodd–Frank Act to create rules regulating consumer financial products, though the CFPB, by law, cannot address the specific costs and fees charged by predatory lenders; and

WHEREAS, the CFPB, on June 2, 2016, proposed national rules to rein in the worst predatory practices of payday loans, car title loans, and other high-cost loans; and

WHEREAS, these proposed rules are a good start for addressing predatory loans but contain loopholes that allow certain unfair and abusive practices to continue; and

WHEREAS, the proposed rules, at their core, create an ability-to-repay requirement for borrowers, which is similar to requirements placed on borrowers for most other loans and helps preserve room in borrowers’ budgets for food, utilities, medical care, and other living expenses; and
WHEREAS, the proposed rules allow a lender to avoid the ability-to-repay requirement for up to six high-cost payday loans per borrower, per year; and

WHEREAS, the proposed rules allow the continued use of “leveraged payment mechanisms” through which lenders seize funds directly from a borrower’s bank account or paycheck, creating a false appearance of good payment history and undermining the protections provided by the new ability-to-repay requirement; and

WHEREAS, if the CFPB rules are not strengthened, borrowers will not be given adequate protection from these high-cost loans.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby urges the CFPB to create a strong rule to protect consumers by:

(1) applying the ability-to-repay requirement to as many of the covered loans as possible in order to protect consumers from falling into a cycle of debt;

(2) limiting the use of leveraged payment mechanisms to seize funds directly from bank accounts and paychecks in a manner that undermines the new ability-to-repay requirement; and

(3) creating the strongest rule possible to protect the citizens of our City from high-cost, predatory loans.

BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to submit a copy of this Resolution to the Pinellas County, Florida, Board of County Commissioners; to CFPB Director Richard Cordray; and to the request for public comment on this proposed rule (https://www.regulations.gov/comment?D=CFPB-2016-0025-0001), which closes at the end of October 7, 2016.

This Resolution shall become effective immediately upon its adoption.

__________________________________
City Attorney (Designee)
CITY OF ST. PETERSBURG
Energy, Natural Resources and Sustainability Committee
Thursday, July 21, 2016 1:00 p.m.


ABSENT: None.

ALSO: Assistant City Attorney Michael Dema, Assistant City Attorney Brett Pettigrew, Sustainability Manager Sharon Wright, and Office Systems Specialist Paul Traci

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

Approval of Agenda: Passed 4-0

Approval of June 16, 2016 Minutes: Passed 4-0

Resolution Review: The elimination of ad valorem taxation of “customer-sited” solar devices installed at homes and businesses and providing an effective date
Brett Pettigrew provided an overview of Florida Statutes section 106.113 which prohibits the use of public funds for certain types of communication that constitute “express advocacy” regarding an issue that comes before the electors. By focusing this resolution squarely on a substantive issue (i.e., promoting the public good through the elimination of ad valorem taxation of solar devices) rather than a particular electoral issue, the City stays within the bounds of “issue advocacy,” which is allowed under the statute.

The committee discussed the merits of supporting steps that move forward the ability for businesses to include renewable energy as part of their development.

Motion to recommend that City Council approve the resolution supporting the elimination of ad valorem taxation of solar devices as a step toward increased renewable energy options in Florida passed 5-0.

Community Rating System (CRS) Update
St Petersburg currently a Class 6 CRS Community which results in $7,291,101 savings annually in the St. Petersburg community. The savings are achieved through the discount on flood insurance for those who hold the insurance.

Building Official Rick Dunn and CRS Coordinator Noah Taylor submitted a modification of Class 6 to Class 5 to FEMA in November 2015. Official news of the FEMA review expected later this month. If modification is approved, it will take effect October 1, 2016. The result would increase the annual community discount to $9,094,975, an increase of $1.8 million annually. Additional details are included in attached PowerPoint presentation.
Councilmember Montanari asked for clarification on who received benefits. It is flood insurance holders mostly inside the Special Flood Hazard Areas (SFHA) and some outside of those areas. Councilmember Nurse commented on the additional cost savings not counted in the numbers above that include reducing risk, damages, and repetitive losses in the community.

Councilmember Nurse suggested future updates to include path forward for improving class level for next round.

Councilmember Kornell inquired as to whether the city is allowed to assess the flood insurance holder for a portion of the savings with one idea that the assessment would go into additional improvements that would improve class level and increase future insurance discounts. It was believed that this would not be legal. Michael Dema will research and confirm the answer.

Resiliency & Climate Action Planning
Sharon Wright provided a presentation of information summarizing resiliency concepts and work ahead including climate action/greenhouse gas emissions inventory and reduction, community vulnerability and risk assessments for infrastructure, business, neighborhoods and environment. Adaptation strategies for vulnerable communities, businesses, and environment were also discussed. In addition, resilience strategies for healthy communities were highlighted. (See attached PowerPoint for full presentation.)

Planning efforts would be “planning in action” including early implementation projects. The intent of resiliency efforts are to address issues through early implementation projects concurrently with planning efforts, not wait until the completion of a document.

Numerous recent and current efforts were discussed and will be considered as part of efficient scoping and sensible budgeting for data collection, outreach, planning, and projects. (See attached PowerPoint for full presentation.)

Outlook for research, ENRS Committee review and dialogue, and community outreach was highlighted. The Urban Land Institute (ULI) local chapter was awarded $20,000 to assist St. Petersburg with scoping, framing, and addressing social equity and responsibility. ULI will provide national experts to visit with developers, businesses and community members for about two days. ULI will also provide local staff support for logistics and report writing. These efforts are intended to occur before a final scope and budget are developed as part of a Request for Qualifications (RFQ) for consultant assistance.

Councilmember Kornell requested that the Economic Development team be involved in resiliency planning efforts, and that he would support premiums to buy local products to improve sustainability. Councilmember Kornell also asked that stormwater, water quality, and water availability be included in resiliency planning. At this time, Councilmember Kornell will not support earmarking funds for resiliency planning because a specific scope has not yet been developed. However, he does believe this effort and planning are worthwhile.

Councilmember Montanari encouraged further collaboration with Pinellas County, especially as the county’s efforts may help reduce cost. Councilmember Montanari expressed concern about funding levels and that he was skeptical of climate change. Councilmember Montanari shared that when he does not argue about scientific statements made, it does not mean that he agrees with it.
He also does not want the fact that $1 million may be reserved for resiliency planning to preclude additional efforts to seek other funding sources. Councilmember Montanari requested that councilmembers be briefed on the *City of St. Petersburg, Florida Disaster Operations Plan* (2014 – 2015).

Councilmember Nurse led a motion for staff to bring a draft RFP to the August or September 2016 ENRS Committee meeting to continue review and dialog. Sharon stated that work with the community and the committee was necessary before a detailed RFP should be put together, but that a high level draft may be useful as a starting point, if needed. Motion passed 5-0.

Councilmember Nurse led a motion to reserve $1 million for resiliency and climate action planning. Motion passed 3 to 2 with no votes from Councilmembers Kornell and Montanari.

**NOTE:** Next meeting is **second Thursday** in August.

Next ENRS Committee meeting is scheduled for **August 11, 2016 at 1:00 p.m.**
RESOLUTION NO. 2016-_______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA, REGARDING THE ELIMINATION OF AD VALOREM TAXATION OF “CUSTOMER-SITED” SOLAR DEVICES INSTALLED AT HOMES AND BUSINESSES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, solar power generates clean electricity with zero air emissions and no water use, which helps the city, state, and country achieve a cleaner and more sustainable energy future; and

WHEREAS, Florida has the greatest potential of any state in the eastern United States for generating power through “customer-sited” solar devices installed at homes and businesses; and

WHEREAS, Florida has only 8,500 such customer-sited solar devices and lags significantly behind other states in realizing the benefits of solar power—New Jersey, for example, has almost 40,000 customer-sited solar devices despite the fact that it has half the population and receives far less sunshine; and

WHEREAS, the expansion of customer-sited solar devices in Florida would provide its citizens with both cleaner energy and new jobs; and

WHEREAS, one of the most significant barriers to the expansion of customer-sited solar devices is the ad valorem taxation of those devices, which currently adds up to 5 cents per kilowatt hour to the cost of generating solar power.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that:

1. The assessed value of solar devices subject to tangible personal property tax should be exempt from ad valorem taxation.

2. The installation of a solar or renewable energy source device should be prohibited from consideration when assessing the value of real property for ad valorem taxation purposes.

3. This resolution shall be effective immediately upon its adoption.

________________________
City Attorney (Designee)
Framing the Discussion for Sustainability Planning

INTRODUCTION/PURPOSE

The following notes briefly summarize various plan types and tools currently being discussed throughout the City of St. Petersburg. The purpose of the draft notes below is to provide a framework for discussing plans and information needed to address climate change, resiliency, and sustainable communities.

STAR COMMUNITIES

The STAR Community Rating System® (STAR) provides a clear, data-driven approach to assessing social, economic and environmental progress. Built by and for local governments, STAR is a catalyst for local action and is transforming the way that communities address their social, economic and environmental progress.

Status: STAR is a tool that St. Petersburg is currently using to document existing and planned community-wide sustainability efforts.

The results will guide the City’s sustainability planning efforts through revisions of existing plans and codes as well as highlight needed planning efforts including Climate Action and Resiliency Planning. Community engagement and problem-solving through working groups will occur early in the assessment process. Projects and plans will also begin forming as part of the assessment and collaborations. The initial certification process is expected to be completed about August 2016. Community engagement and working groups for data collection began in October 2015. STAR assessment benefits community by:

- Demonstrating commitment to data-driven approach
- Strengthening local metrics
- Increasing transparency through reporting
- Establishing a baseline and identifying gaps & priorities
- Building a brand and culture of local sustainability
- Begin incorporating sustainable practices within the DNA of city operations and practices

STAR results will include assessment, certification, and documentation. STAR is not a plan, but the tool does inform existing and proposed plans.

One imperfect, but helpful comparison is that as LEED is to buildings, STAR is to communities. STAR assesses areas like education, crime, arts, and economy in addition to energy and water conservation-type measures.
Sustainability [Triple Bottom Line] Plan

The intent of a Sustainability Plan is to ensure that the community has and will continue to have, the water, materials, and resources to protect human health and our environment.

Such a plan includes a comprehensive baseline evaluation of social, economic, and environmental elements that touch on several major topics, or goals, categorized in a way that makes sense for the city; many elements overlap.

**Status:** The City does not have a sustainability plan, and one is not proposed at this time. The City's Comprehensive Plan, Neighborhood Plans, Stormwater Master Plan, and proposed Climate Action Plan (CAP) can include broad robust sustainability evaluations and goals as those plans evolve.

Disaster and Emergency Preparedness & Business Continuity Plans

Whatever one chooses to call it, the goals are ultimately the same: to get a community and/or organization back up and running in the event of an interruption. A disaster recovery plan exists to preserve the organization so that it can continue to offer its services.

Emergency planning includes advance planning for the procedures and steps to be done immediately after an interruption to business. Disaster recovery includes the steps taken to restore some functions so that some level of services can be offered. Business continuity is restoration planning, completing the full circle to get your organization back to where it was before an interruption.

**Status:** The City does have a Disaster Operations Plan (DOP).

The current DOP includes authorities and resources including City staff assignments and facilities. The DOP addresses terrorism, hurricane preparedness and evacuation, shelters, debris management, and security among many things.
CLIMATE ACTION PLAN (CAP)

A CAP is a roadmap to guide the city toward becoming carbon neutral. Historic emissions and lack of progress in reducing future emissions means that climate change will exacerbate the impacts communities are already experiencing:

- Increased temperatures
- Drought, high food prices, hunger
- Wildfires
- Increased storm surge, flooding, intense weather events including tsunamis, earthquakes, and hurricanes (e.g. Hurricane Sandy affected 24 states and resulted in more than $75 billion in damages)

A CAP specifically focuses on greenhouse (GHG) emissions, GHG emission reduction targets, mitigating climate change impacts, and a tracking/reporting mechanism to demonstrate progress. The actions often overlap with and complement/reinforce the elements and adaptation strategies and actions outlined in a resiliency plan.

Status: The City does not have a CAP.

The proposed St. Petersburg CAP work is intended to be more than a GHG emission inventory; it is intended to be a robust, community-wide GHG inventory with GHG reduction targets, strategic goals and actions the city government can take internally as well as actions that can be implemented by citizens and businesses community-wide. In addition, the CAP can include sustainability measures that tie into the needs of the community and a resiliency plan, and performance measures and tracking to inform the community of progress made over time. All community members must benefit from the strategies and actions taken.
RESILIENCY PLAN(S)

A resilient city is one that is first, protected by effective defenses and adapted to mitigate most climate impacts; and second, able to bounce back more quickly when those defenses are breached from time to time.

*Coastal Resilience* (paraphrased from NOAA and Corps of Engineers)

Coastal areas in the U.S. are economic drivers for the whole country, supporting port commerce, valuable fisheries, and multiple revenue streams for state and local governments. Coastal areas are especially vulnerable to hazards, now and in the future, posed by waves and surges associated with sea level change and coastal storms. These hazards can cause damages to human life and property as well as ecosystems. Recent hurricane events have emphasized the increasing vulnerability of coastal areas to natural disasters through the combination of changing climate, geological processes and continued urbanization and economic investment. Some of the vulnerability and planning and design factors a St. Petersburg Resiliency Plan would consider are listed below:

Coastal Risk Reduction

- Natural and nature-based features (dunes, reefs, barrier islands)
- Non-structural measures (policies, management)
- Structural measures (levees, storm surge barriers, seawalls, breakwaters)
- Integrated approach

Citywide Infrastructure and Built Environment

- Coastal protection
- Buildings
- Community preparedness and response
- Economic recovery
- Environmental protection and remediation
- Food
- Healthcare
- Insurance
- Liquid fuels
- Parks
- Solid waste
- Telecommunications
- Transportation
- Utilities
- Water/wastewater

**Status:** The City does not have a resiliency or a coastal resiliency plan.

A proposed plan would require a vulnerability assessment to identify risks to community assets and infrastructure, and would be developed in close coordination with climate action planning and the City’s existing Disaster Operations Plan (DOP).
Climate Mitigation (Climate Action Plan) vs. Adaptation (Resiliency Plan)
Both climate mitigation and climate adaptation initiatives deal with climate change. The difference is that climate mitigation initiatives aim to reduce or prevent GHG emissions, such as installing solar panels or riding a bicycle instead of driving a car. In contrast, climate adaptation initiatives prepare a community for the unavoidable impacts of climate change, such as sea level rise or extreme weather events. Climate mitigation and climate adaptation initiatives are not always mutually exclusive and can have benefits in both areas as demonstrated in the figure below. For example, installing a green roof on top of a building decreases energy consumption (climate mitigation) while absorbing stormwater runoff during extreme weather events (climate adaptation). (Source: Climate Smart Communities, Climate Action Guide, March 2014).

![Mitigation and Adaptation Diagram]

**Mitigation**: the globally responsible thing to do
Actions that reduce the emissions that contribute to climate change.

**Adaptation**: the locally responsible thing to do
Actions that minimize or prevent the negative impacts of climate change.

Source: Natural Resources Canada's Climate Change Adaptation Initiatives.
Community Rating System (CRS) Update

- St. Petersburg currently a Class 6 CRS Community
  - Policies in effect: $2,002 (in SFHA: $2,057)
  - Average premium is $931 (in SFHA: $1,008)
  - Per policy discount: $221 (in SFHA: $252)
  - 4% in FL for community discount: $7,291.10
  - Miami-Dade, Lee, and Collier have higher discount

- Re-submitted modification of class November 2015
  - Class 6 to Class 5 approval expected July 2016
  - If approved, would take effect Oct 1, 2016
  - Per policy discount: $276 (in SFHA: $373)
  - Additional community discount: $1,803.97

  Total Community Discount: $9,094.97

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Resiliency

Mitigation
- Sustainable transportation
- Energy conservation
- Building Code changes to improve energy efficiency
- Renewable energy
- Expand deep lake water cooling
- Improve vehicle fuel efficiency
- Capture and use landfill & digester gas

Adaptation
- Infrastructure upgrades
- Semoors & culverts
- Residential programs: sewer, backflow & downstream disconnection
- Health programs: West Nile, Lyme disease, shade foods
- Air quality health index
- Emergency & business continuity planning
- Help for vulnerable people

Source: Natural Resources Canada's Climate Change Adaptation Initiatives – Thales URS Consulting
**Resiliency**

- **Mitigation**
  - Climate Action: Decrease contribution to GHG emissions
  - Transportation, buildings, waste resources, industry, product lifecycles
  - Measure & mitigate
  - 100% Clean Energy: roadmap/options and costs
- **Adaptation**
  - Observed effects and projected trends
  - Risk & vulnerability
- **Planning & Early Implementation Projects Budget**
  - Estimate from research around state and recent resiliency plans level of effort

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**Resiliency**

- **Adaptation: Risk & Vulnerability**
  - Infrastructure: roads, sewers, stormwater, safety
  - Economics
  - Impacts to business
  - Social equity
  - Community-wide
  - Vulnerable communities
  - Accessibility
  - Ability and time to recover - after emergency management who is in charge of redevelopment?
  - How much investment do we spend now for something that may or may not happen?

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**Resiliency**

- **Adaptation: Environment**
  - Land use planning
  - Coastline
  - Waterfront parks
  - Habitat/habitat migration
  - Green infrastructure
    - Urban forest
    - Trees/shade
    - Greenspace
Resiliency

- Adaptation: Healthy Communities
  - Air quality/asthma
  - Water quality and availability
  - Heat
  - New plant and animal species
  - Food access and availability
  - Health and human services
    - Prevention vs. treatment

Why Resilience Planning?

- Holistic way of thinking about the shocks and stresses
  - Environmental, social and economic
- Identify interdependencies which can lead to multiple benefit solutions
- Opportunity for broad community engagement
- Facilitates conversations & actions between departments
  - More efficient city government!

Resiliency

Projects + Programs + Policies

- Green and Grey Infrastructure
- Education, Grants, and Incentives
- Stormwater Design Guidelines

Source: AECOM
Recent/Current Efforts

- Upcoming Pinellas County Vulnerability Assessment
  - Critical infrastructure
  - GIS decision-support
  - Planning Federal Treasury review - anticipated start +3 year
- Tampa Bay Regional Planning Council
  - Hazard Analysis for the Tampa Bay Area
- Hillsborough County MPO Vulnerability and Adaptation Pilot
- Florida Department of Economic Opportunity
- Regional Economic Models (REMI)
  - Cost of doing nothing
- USFSP & SPC Programs

Recent/Current Efforts

Tampa Bay Science Advisory Panel

"Data measured at the St. Pete tide station shows that water levels in Tampa Bay have increased approximately 6.6 inches or approximately 1 inch/decade."

"CSAP encourages local governments and other agencies to use multiple scenarios in order to allow experts and decision makers the flexibility to consider a variety of contextual factors, including the expected lifespan of the project, project cost, and criticality of function, when developing adaptation strategies."

Resiliency

Source: AEYOM
A. Call to Order

Chair Kennedy called the meeting to order with the above persons present.

B. Approval of Agenda

C. In connection with the approval of the meeting agenda, Councilmember Gerdes motioned that the agenda be approved as written. All were in favor of the motion.

D. Approval of Minutes

1. July 14, 2016

In connection with the approval of the June 14th meeting minutes, Councilmember Gerdes motioned that the minutes be approved with the correction of changing the first word on page 2 from “Discussing” to “Discussion” and under New Business Item Referrals, change the misspelling of “updater” to “update”. All were in favor of the motion.

E. New/Deferred Business


a. Removal of Sunset Park Fitness Zone from Weeki Wachee list.

Council Member Gerdes explained that this was a request brought to him by the Causeway Isla Association. In subsequent meetings, Causeway Isle was able to pass a resolution to support the fitness zone, but Yacht Club Estate was unable to pass their resolution. Without both association support, the project will not move forward. Council Member Gerdes is looking at another location and may bring the fitness zone back at a later date.

A motion was made by Council Member Gerdes to remove the Sunset Park Fitness Zone from the Weeki Wachee list. All were in favor of the motion.

b. F17 Utility Rates with Bond Issuance and Refunding (Tankersley/Fritz)

Mr. Tankersley explained that this is an interactive process that they have been working on for the past 4 to 5 months. He highlighted two points. Though this is an interactive discussion, at the end of the meeting, a clear idea of where the rates will be is needed to keep everything on track, particularly for the bonds. The second point is the question on the I&I budget and if the additional $8 million should be added to the existing budget or the total budget amount for I&I be $8 million. In order to keep the process going, the line item is
Mr. Leavitt explained the background on the CIP projects. The original CIP 5 year project was for $154 million. As a result of the phase I report, additional projects were added, bringing the revised CIP budget of $204 million. Additional projects include increasing the treatment and hydraulic capacity at Southwest plant, I & I reductions and filter expansion at Northeast plant.

Currently the proposed CIP budget shows $8 million annual for I&I reduction, $2 million annually for structural rehab and $.5 million annually for manhole rehab. Mr. Leavitt explained briefly how this budget came about and stated that they are open to other options and can explore how rates will be impacted.

Andy Burnham, Hawksley Consulting, explained the rate study and how the analysis looks at a cash flow basis that starts with fund balances, estimates of current revenues, forecast of customers, integrates the operating expenses and 10 year capital requirements to determine whether or not the current rate generates sufficient revenue to pay for the departments full expenditures while keeping current financial performance indicators such as reserve levels. The 2016 study identified a forecast for this year an overall increase of 3.75%. There is a need to increase the rate in order to support the capital needs. Based upon the capital improvement program outlined, the FY17 rate study projected a 4.25% overall increase, with no increase for water, 8.75% sewer increase and 4.25% reclaimed water increase. Impacts for the customer were shown, with an increase of $4.29 for customers with reclaimed water (12% of the customers) and an increase of $3.42 for all other customers. This is a 3.86% increase for reclaimed water customer users and 3.77% for all other customers.

CM Kennedy asked about having a model to show a 10 year increase for a specific project. Mr. Burnham explained that he did not currently have a model available for special purpose surcharges. He also mentioned that to implement a program like that, there would be a need for more time, and in the future will have better data because of the pending analysis. This is something that can be looked at for FY18.

CM Gerdes asked if there is enough capacity from contractors to use the amount of funds in one year. Mr. Tankersley stated that there were not a lot of contractors doing this type of work and they are working on an RFP to send out and see what response is received. Discussion continued with the interactive model and what additional funds are available with different rate changes. Increasing the rates today will provide future benefits of either lowering future rate increases or providing more cash funding for capital which benefits in the future because less funds need to be borrowed, thus paying less interest on borrowed dollars.

CM Nurse discussed three changes to the rate studies. The first was changing the payment for reclaimed water services be made only by people using reclaimed instead of being subsidized by all customers. It is recommended to make this change over 5 years, with a 10% increase each year for the reclaimed users and a 25% decrease on non-reclaimed water customer’s rates. The second and third change discussed was the upcoming TIFF funds and Penny for Pinellas funding and how the rates would be affected with the infusion of these funds.

CM Foster spoke that rates need to be raised now instead of later because of the critical infrastructure that needs to be addressed.

CM Montanari expressed his concern on the proposed changes to the reclaimed water charges to customers and that the changes may have customers say it cost too much and will stop the service.

CM Gerdes moved that the wastewater rate be increased by 9.75% instead of 8.75% and adopt the recommended rates of 4.25% for reclaimed water, and no increase for water. This will put the budget on the course to pay for the increased capital plan but also enterprise funds will be able to pay for more of the share of capital as opposed to debt and that future rates have more possibility to be reduced or stabilized. All were in favor of the motion.
A second motion was made to show the 10% increase for five years, starting in 2018, to reclaimed users. This will start the process of notification of this proposed change of not subsidizing reclaimed users. Motion did not carry with a tie vote. Kennedy – no, Gerdes - Yes, Nurse - Yes, Montanari – no.

Ms. Fritz spoke on the resolution on the issuance of the utility refunding revenue bond. CM Gerdes had the following questions on the resolution:
1. He asked for clarification on Bank of America being called a “Lender” and Purchaser”. It was explained why both needed to be used.
2. The sentence on page 3A, “The Issuer deems it necessary, beneficial…..” does the word “necessary” need to be there. It was agreed that the word “necessary” could be removed.
3. The sentence on page 3B, “The issuer shall never be required to levy…., be changed to “The issuer shall never levy”. Discussion occurred as to why the language needs to be there. It was agreed to leave the wording.
4. Inconsistencies of using both “net revenue of the system” and “net revenue”. It was agreed that the words “net revenue” will be used.
5. On page 7, clarification of PFM Asset Management role. It was explained that this was an affiliate and is needed to set up a temporary escrow until issuance of bonds. It was agreed that wording would be added for clarification.

Motion was made by CN Gerdes to approve the resolution as amended with CM Gerdes’ changes. All were in favor of the motion.

E. Continued Business

F. Upcoming Meetings Agenda Tentative Issues

   a. F17 Utility Rates with Bond Issuance and Refunding (Tankersley/Fritz)
   b. Quarterly Financial Report (Fritz)
   c. Quarterly Grant Report (Ojah-Maharaj)

2. September 8, 2016
   a. Changes to Purchasing Requirements (Moore)

G. New Business Item Referrals

H. Adjournment

There being no further business, the meeting was adjourned at 9:31 am.
A RESOLUTION OF THE CITY COUNCIL
APPROVING THE RECOMMENDATION OF
THE BUDGET, FINANCE AND TAXATION
COMMITTEE TO REMOVE THE SUNSET
PARK FITNESS ZONE PROJECT FROM THE
WEEKI WACHEE PROJECT LIST; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council adopted Article IV, Chapter 21, which created procedures and
criteria for the use of principal and investment proceeds from the sale of the Weeki Wachee
property; and

WHEREAS, Section 21-120(a), City Code, requires that removal of projects from the
Weeki Wachee project list are processed in the same manner as projects are added to the project
list which includes a recommendation in writing to City Council and referral to and
recommendation from the Budget, Finance and Taxation Committee; and

WHEREAS, a City Council member recommended in writing the removal of the Sunset
Park Fitness Zone Project (Project) from the Weeki Wachee project list and the Budget, Finance
and Taxation Committee recommends that the Project is removed from the Weeki Wachee
project list.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of
St. Petersburg, Florida that the recommendation of the Budget, Finance and Taxation Committee
to remove the Sunset Park Fitness Zone Project from the Weeki Wachee project list is hereby
approved.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

_____________________________
City Attorney (designee)
00281018
RESOLUTION NO. 2016-____

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $50,000,000 CITY OF ST. PETERSBURG, FLORIDA PUBLIC UTILITY REFUNDING REVENUE BOND, SERIES 2016A, TO CURRENTLY REFUND ALL OF THE CITY’S OUTSTANDING PUBLIC UTILITY REFUNDING REVENUE BONDS, SERIES 2006, PROVIDING FOR THE PAYMENT OF SUCH BOND FROM THE NET REVENUES OF ITS PUBLIC UTILITY SYSTEM ON PARITY WITH CERTAIN BONDS HERETOFORE ISSUED BY THE CITY; PROVIDING FOR THE SALE AND APPROVAL OF THE FORM OF SUCH BOND; APPOINTING A PAYING AGENT AND REGISTRAR FOR THE SERIES 2016A BOND; APPOINTING AN ESCROW AGENT AND APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN ESCROW DEPOSIT AGREEMENT; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City St. Petersburg, Florida (the “City Council”), has previously adopted Resolution No. 99-227 on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council on October 20, 2005, Resolution No. 2008-256 adopted by the City Council on May 15, 2008, and Resolution No. 2013-400 adopted by the City Council on October 3, 2013, and as may be further amended and supplemented from time to time (collectively, the “Original Resolution”); and

WHEREAS, the Refunded Bonds and the Parity Bonds are the only Bonds currently outstanding under the Original Resolution; and

WHEREAS, the City Council now desires to supplement the Original Resolution by adopting this supplemental resolution (the “Resolution”) to currently refund all of the Refunded Bonds through the issuance of its Public Utility Refunding Revenue Bond, Series 2016A (the “Series 2016A Bond”) and to legally defease the Refunded Bonds pursuant to an Escrow Deposit Agreement, a form of which is attached hereto as Exhibit D (the “Escrow Deposit Agreement”) by and between the Issuer and The Bank of New York Mellon Trust Company, N.A (the “Escrow Agent”); and

WHEREAS, the Series 2016A Bond will be issued pursuant to the Original Resolution; and

WHEREAS, following a competitive solicitation of bank loan proposals conducted by Public Financial Management, Inc., the Issuer’s financial advisor, the Issuer has determined to accept the proposal from Bank of America, N.A. or its affiliate, Banc of America Preferred Funding Corporation (collectively referred to herein as the “Lender”) to purchase the Series 2016A Bond; and

WHEREAS, pursuant to Original Resolution, the Issuer has determined that it is necessary and desirable to adopt this Resolution to provide for various details and other matters with respect to the Series 2016A Bond.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law, and the Original Resolution.

SECTION 2. DEFINITIONS. All capitalized undefined terms shall have the same meaning as set forth in the Original Resolution. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this Section. Words importing the singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"City Attorney" shall mean the City Attorney or any Assistant City Attorney of the Issuer.

"City Clerk" shall mean the City Clerk or any Deputy City Clerk of the Issuer.

"Finance Director" shall mean the Finance Director of the Issuer, or her designee.

"Mayor" shall mean the Mayor of the Issuer, or his designee. The Mayor is authorized, but is not bound, to designate the City Administrator and/or the Finance Director to
execute certificates, agreements and all other documents in connection with the issuance of the Series 2016A Bond.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Issuer deems it beneficial and in its best financial interest to provide for the refunding of the Refunded Bonds through the issuance of the Series 2016A Bond in a more favorable interest rate environment. Issuance of the Series 2016A Bond to refinance the Refunded Bonds satisfies a public purpose.

B. The principal of and interest on the Series 2016A Bond, the Parity Bonds and any other Additional Parity Obligations hereafter issued, and all required Debt Service Fund and other payments shall be payable solely from the Net Revenues as more particularly described in the Original Resolution. The Issuer shall never be required to levy ad valorem taxes on any real property therein to pay the principal of and interest on the Series 2016A Bond, the Parity Bonds and any other Additional Parity Obligations hereafter issued, or to make any other payments specified herein. The Series 2016A Bond, the Parity Bonds and any other Additional Parity Obligations hereafter issued, shall not constitute a lien upon any property owned by or located within the boundaries of the Issuer other than the Net Revenues.

C. The estimated Net Revenues will be sufficient to pay all principal of and interest on the Series 2016A Bond and the Parity Bonds, as the same become due, and to make all required Debt Service Fund, reserve or other payments required by the Original Resolution.

D. The Issuer has received an offer from the Lender to purchase the Series 2016A Bond.

E. The Issuer is not in default in the carrying out of any of the obligations assumed under the Original Resolution, and all payments required by the Original Resolution to be made into the funds and accounts established thereunder have been made to the full extent required.

F. This Resolution shall constitute a supplemental resolution to the Original Resolution.

SECTION 4. AUTHORIZATION OF REFINANCING AND AUTHORIZATION OF SERIES 2016A BOND. Subject and pursuant to the provisions of the Original Resolution and this Resolution, an obligation of the Issuer to be known as the "Public Utility Refunding Revenue Bond, Series 2016A," herein defined as the "Series 2016A Bond," is authorized to be issued in the original principal amount of not to exceed $50,000,000 for the purpose of providing funds, together with other legally available moneys of the Issuer, to currently refund the Refunded Bonds and pay the cost of issuing the Series 2016A Bond.

Because of the characteristics of the Series 2016A Bond, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2016A Bond, it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Series 2016A Bond at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Series 2016A Bond, the Issuer shall receive from the Lender
a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

SECTION 5. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2016A Bond authorized to be issued hereunder by those who shall hold the same from time to time, the Original Resolution, including this Resolution, shall be deemed to be and shall constitute a contract between the Issuer and such holder. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal holder of the Series 2016A Bond, the Parity Bonds and any other Additional Parity Obligations hereafter issued, all of which shall be of equal rank and without preference, priority or distinction of any Bond over any other thereof, except as expressly provided therein and herein.

SECTION 6. DESCRIPTION OF SERIES 2016A BOND. The Series 2016A Bond shall be a Term Bond dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

A. Interest Rate. The initial fixed interest rate on the Series 2016A Bond shall not be in excess of 2.00% (calculated on a 30/360 day count basis). Such interest rate is subject to change upon conditions set forth in the Series 2016A Bond, a substantially final form of which is attached hereto as Exhibit A.

B. Principal and Interest Payment Dates. Interest on the Series 2016A Bond shall be paid semi-annually on each April 1 and October 1, commencing October 1, 2016. Amortization Installments on the Series 2016A Bond shall be paid annually beginning on October 1, 2017, with a final maturity date of not to exceed October 1, 2031.

C. Redemption of the Series 2016A Bond. The Series 2016A Bond shall be subject to redemption as provided in the Series 2016A Bond.

D. Form of the Series 2016A Bond. The Series 2016A Bond is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Series 2016A Bond shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer, approved as to form and correctness by the City Attorney, and be attested with the manual or facsimile signature of the City Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2016A Bond or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2016A Bond so signed and sealed has been actually sold and delivered, such Series 2016A Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2016A Bond had not ceased to hold such office. The Series 2016A Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Series 2016A Bond shall hold the proper office of the Issuer, although, at the date of such Series 2016A Bond, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons
who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2016A Bond shall be actually sold and delivered.

E. Original Denomination. The Series 2016A Bond shall originally be issued in a single denomination in an amount that does not exceed the original principal amount authorized hereunder.

F. Reserve Account. Upon the issuance of the Series 2016A Bond, pursuant to the Original Resolution, there will be on deposit in the Reserve Account the Reserve Account Requirement with respect to the Series 2016A Bond and the Parity Bonds taking into account the legal defeasance of the Refunded Bonds. Amounts on deposit in the Reserve Account may be used only to pay the Bond Service Requirement on the Series 2016A Bond, the Parity Bonds, and any Additional Parity Obligations issued in the future which are secured thereby, when the other money on deposit in the Debt Service Fund are insufficient therefor.

G. Authentication. The Series 2016A Bond shall be entitled to the benefit and security under the Original Resolution if there is a certificate of authentication, substantially in the form attached to the Series 2016A Bond, which is duly executed by the Registrar, as authenticating agent. The Series 2016A Bond shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such certificate of the Registrar upon the Series 2016A Bond shall be conclusive evidence that such Series 2016A Bond has been duly authenticated and delivered under the Original Resolution. The Registrar's certificate of authentication on the Series 2016A Bond shall be deemed to have been duly executed if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication of the Series 2016A Bond that may be issued under the Registrar at any one time.

H. Other Terms. The Series 2016A Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless authenticated on an interest payment date, in which case it shall bear interest from such interest payment date, or, unless authenticated prior to the first interest payment date, in which case it shall bear interest from its dated date; provided, however, that if at the same time of authentication, payment of any interest which is due and payable has not been made, such Series 2016A Bond shall bear interest from the date to which interest shall be paid.

The principal of and interest and redemption premium, if any, on the Series 2016A Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts and shall be paid when due by the Paying Agent to the person appearing on the registration books of the Issuer by wire transfer to Series 2016A Bondholder in accordance with wire transfer instructions provided by the Series 2016A Bondholder to the Paying Agent and Issuer. Presentment of the Series 2016A Bond shall not be required, but the Series 2016A Bondholder agrees that promptly following the payment in full of the Series 2016A Bond it shall return the Series 2016A Bond marked “paid in full” to the Issuer.
SECTION 7. COVENANTS OF THE ISSUER. All covenants of the Issuer set forth in Section 18 of the Original Resolution are reaffirmed and apply to equally to the 2016A Bondholder, the Parity Bonds and any other Additional Parity Obligations hereafter issued.

SECTION 8. REPORTING REQUIREMENTS. While the Series 2016A Bond remains outstanding, the Issuer covenants and agrees to provide the Series 2016A Bondholder the following items in an electronic format:

1. Annual, audited financial statements of the Issuer within 270 days after the end of the Issuer's fiscal year; and

2. Upon reasonable request by such Series 2016A Bondholder, the adopted Annual Budget of the Issuer and any additional information to supplement or verify certain financial assumptions or verify the creditworthiness of the Issuer.

SECTION 9. REGISTRATION AND EXCHANGE OF SERIES 2016A BOND; PERSONS TREATED AS SERIES 2016A BONDHOLDER. The Series 2016A Bond is initially registered to the Lender, as the original purchaser of the Series 2016A Bond. So long as the Series 2016A Bond shall remain unpaid, the Issuer will keep books for the registration and transfer of the Series 2016A Bond. The Series 2016A Bond shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Lender may in the future make transfers of the Series 2016A Bond or sell participations to financial institutions without the consent of the Issuer; provided, however, such transfers or participations shall not be for less than a $100,000 denomination.

The person in whose name the Series 2016A Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on such Series 2016A Bond shall be made only to or upon the written order of the Series 2016A Bondholder. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2016A Bond to the extent of the sum or sums so paid.

SECTION 10. APPLICATION OF PROCEEDS OF SERIES 2016A BOND; APPROVAL OF ESCROW DEPOSIT AGREEMENT. The proceeds received from the sale of the Series 2016A Bond shall be applied by the Issuer simultaneously with the delivery of the Series 2016A Bond to the Lender, as follows:

A. To the extent not reimbursed therefor by the original purchaser of the Series 2016A Bond, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2016A Bond.

B. A sum specified in the Escrow Deposit Agreement that, together with other legally available funds of the Issuer, shall be sufficient to pay the principal of and interest on the Refunded Bonds, shall be deposited with the Escrow Agent pursuant to the Escrow Deposit Agreement.

Simultaneously with the delivery of the Series 2016A Bond to the Lender, the Issuer shall enter into the Escrow Deposit Agreement with the Escrow Agent which shall provide for the deposit of sums, to be invested as therein described, in an amount sufficient to make all
the payments described in the Escrow Deposit Agreement. The execution of the Escrow Deposit Agreement in substantially final form as attached hereto as Exhibit D is hereby approved, and the execution of the Escrow Deposit Agreement by the Mayor is hereby authorized, to be attested by the City Clerk, the form and correctness of which to be approved by the City Attorney. At the time of execution of the Escrow Deposit Agreement, the Issuer shall furnish to the Escrow Agent named therein appropriate documentation to demonstrate that the sums being deposited will be sufficient for such purposes.

The Issuer hereby designates PFM Asset Management LLC for the sole purpose of subscribing for the State and Local Government Securities (SLGS) to be purchased and deposited in the Escrow Account pursuant to the Escrow Deposit Agreement for a fee of $2,500.

On the date of issuance of the Series 2016A Bond, the Issuer may transfer moneys on deposit in the funds and accounts created for the benefit of the Refunded Bonds to the Escrow Agent to be held on behalf of the Issuer and to be used pursuant to the terms of the Escrow Deposit Agreement.

Subject to the execution and delivery of the Series 2016A Bond for the purpose of refunding the Refunded Bonds, the Issuer hereby irrevocably calls the callable Refunded Bonds for early redemption on October 1, 2016, or such other date as determined by the Mayor in the Escrow Deposit Agreement. Not less than thirty (30) days prior to such redemption date, the Issuer hereby directs The Bank of New York Mellon Trust Company, N.A., as successor to J.P. Morgan Trust Company, N.A., in its capacity as Paying Agent for the Refunded Bonds (the "2006 Paying Agent"), to mail a notice of the redemption of the Refunded Bonds to each holder thereof in accordance with the requirements of Section 14 of Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20, 2005, in the form to be prepared by Bond Counsel. Furthermore, upon issuance of the Series 2016A Bond for the purposes of refunding the Refunded Bonds, the Issuer hereby directs the 2006 Paying Agent to mail a notice of defeasance to each holder of the Refunded Bonds in the form to be prepared by Bond Counsel.

C. Any remaining moneys from the proceeds of the sale of the Series 2016A Bond shall be deposited as provided in a supplemental resolution of the Issuer, but shall only be used for the purposes permitted by law.

SECTION 11. SERIES 2016A BOND MUTILATED, DESTROYED, STOLEN OR LOST. In case the Series 2016A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Series 2016A Bond of like tenor as the Series 2016A Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Series 2016A Bond upon surrender and cancellation of such mutilated Series 2016A Bond, or in lieu of and substitution for the Series 2016A Bond destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Series 2016A Bond so surrendered shall be canceled by the Issuer.

SECTION 12. APPROVAL OF PAYING AGENT, REGISTRAR AND ESCROW AGENT. The Issuer is hereby appointed Paying Agent and Registrar for the Series
2016A Bond and The Bank of New York Mellon Trust Company, N.A is hereby appointed as Escrow Agent with respect to the Refunded Bonds.

SECTION 13. TAX COVENANTS. The Issuer covenants to the Series 2016A Bondholder provided for in the Resolution that the Issuer will not make any use of the proceeds of the Series 2016A Bond at any time during the term of the Series 2016A Bond which would cause the Series 2016A Bond to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Series 2016A Bond from the gross income of the Series 2016A Bondholder thereof for purposes of federal income taxation.

SECTION 14. SEVERABILITY. If any one or more of the covenants, agreements or provisions of the Original Resolution including this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of the Original Resolution including this Resolution or of the Series 2016A Bond issued thereunder.

SECTION 15. GENERAL AUTHORITY. The members of the City Council of the Issuer, the Mayor, the Finance Director and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2016A Bond, and the Original Resolution including this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Lender to effectuate the sale of the Series 2016A Bond. All action taken to date by the officers, attorneys and other agents and employees of the Issuer in furtherance of the issuance of the Series 2016A Bond is hereby approved, confirmed and ratified.

SECTION 16. BUSINESS DAYS. In any case where the due date of interest on or principal of a Series 2016A Bond is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Series 2016A Bondholder.

SECTION 17. SPECIAL OBLIGATION OF ISSUER. The Series 2016A Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of the Constitution of Florida, but shall be payable solely from and secured by a lien upon and a pledge of the Net Revenues on parity with the Parity Bonds and any other Additional Parity Obligations hereafter issued in the manner and to the extent provided in the Original Resolution. The Series 2016A Bondholder shall never have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form of any real property therein to pay such principal and interest from any other funds of the Issuer, except in the manner provided in the Original Resolution.
Pursuant to the Original Resolution, the payment of the principal of and interest on the Series 2016A Bond, the Parity Bonds and any other Additional Parity Obligations hereafter issued is secured, equally and ratably, by an irrevocable lien on the Net Revenues, prior and superior to all other liens or encumbrances on such Net Revenues, and the Issuer has irrevocably pledged such Net Revenues to the payment of the principal of and interest on the Series 2016A Bond, the Parity Bonds and any other Additional Parity Obligations hereafter issued and for all other required payments.

The Issuer covenants and agrees that all funds and accounts created and maintained pursuant to the Original Resolution and all moneys on deposit therein shall be trust funds in the hands of the Issuer and shall be used and applied only in the manner and for the purposes expressly provided for in the Original Resolution. Furthermore, the Issuer may, at its option, establish separate accounts or subaccounts in the various funds and accounts created hereunder in order to keep a separate accounting of moneys related to various components of the System.

The Net Revenues are subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 18. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 19. NO THIRD-PARTY BENEFICIARIES. Except as otherwise expressly provided in this Resolution, nothing herein expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the Series 2016A Bondholders issued under and secured by the Original Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provisions thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the parties thereto and the Series 2016A Bondholders from time to time of the Series 2016A Bond issued under the Original Resolution.

SECTION 20. MEMBERS OF THE CITY COUNCIL NOT LIABLE. No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Council nor any person executing the Series 2016A Bond shall be liable personally on the Series 2016A Bond or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Series 2016A Bond or this Resolution.

SECTION 21. INDEMNITY. To the extent permitted by law and without waiving sovereign immunity, the Issuer hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless, the Lender and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or
asserted against at any time, the Lender (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) and in any way relating to or arising out of the adoption of this Resolution and execution and delivery of the Series 2016A Bond, provided, however, that the Issuer shall not be required to indemnify the Lender against its own negligence or willful misconduct. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Lender as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Resolution and the Series 2016A Bond.

SECTION 22. APPLICABLE LAW AND VENUE. This Resolution and the Series 2016A Bond shall be governed by the laws of the State of Florida. In the event of any legal proceeding arising out of or related to the Series 2016A Bond, the Issuer and the Lender, by acceptance of the Series 2016A Bond, each waive any objections to venue for any action brought in state court lying in Pinellas County, St. Petersburg Division. The Issuer and the Lender, by acceptance of the Series 2016A Bond, also each waive any objection to venue for any action brought in federal court lying in the Middle District of Florida, Tampa Division. The owner of the 2016A Bond, upon taking possession of the Series 2016A Bond, and the Issuer each consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

SECTION 23. WAIVER OF JURY TRIAL. The Issuer and the Lender, by acceptance of the Series 2016A Bond, knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of the Original Resolution, this Resolution or the Series 2016A Bond.

SECTION 24. SUPERSEDED. All prior resolutions of the Issuer inconsistent with the provisions of the Original Resolution are hereby superseded to conform with the provisions herein contained and, except as otherwise superseded hereby, the Original Resolution shall remain in full force and effect.

[Remainder of page intentionally left blank]
SECTION 25. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.
EXHIBIT A

FORM OF SERIES 2016A BOND

$49,755,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF PINELLAS
CITY OF ST. PETERSBURG
PUBLIC UTILITY REFUNDING REVENUE BOND, SERIES 2016A

MATURITY DATE
INTEREST RATE
DATED DATE
October 1, 2028
1.75%
August 16, 2016
(subject to adjustment)

REGISTERED OWNER: BANC OF AMERICA PREFERRED FUNDING CORPORATION

PRINCIPAL AMOUNT: FORTY-NINE MILLION SEVEN HUNDRED FIFTY-FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of St. Petersburg, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the order of the Registered Owner identified above or registered assigns, as herein provided, on the Maturity Date identified above, from the revenues hereinafter mentioned, the Principal Amount identified above, and to pay solely from said sources, to the Registered Owner hereof, interest on said Principal Amount at the Interest Rate per annum identified above, subject to adjustment as herein provided, on each April 1 and October 1, commencing October 1, 2016. For any interest or principal payment that is more than fifteen (15) days late, the Registered Owner may impose, and the Issuer shall pay on demand, a late fee equal to 4% of the amount of the late payment. All payments hereon shall be paid in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. All payments due hereunder shall be paid to the Registered Owner by wire transfer in accordance with wire transfer instructions provided by such Registered Owner to the Paying Agent and Issuer.

Principal on this Bond shall amortize on October 1 of the following years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amortization Installsments</th>
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<tbody>
<tr>
<td>2017</td>
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</tr>
<tr>
<td>2018</td>
<td>940,000</td>
</tr>
<tr>
<td>2019</td>
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<td>2020</td>
<td>4,500,000</td>
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<td>4,580,000</td>
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<tr>
<td>2022</td>
<td>4,660,000</td>
</tr>
</tbody>
</table>

Exhibit A-1
On October 1, 2028 the Issuer will pay the Registered Owner all outstanding principal hereof and accrued interest thereon.

“Interest Rate” shall mean a per annum rate equal to 1.75%, prior to a Credit Rate, Determination of Taxability or Event of Default.

“Credit Event” as such term is used in this Bond shall mean any of the following:

(A) The Issuer shall not be in compliance with the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in the Resolution on the part of the Issuer to be performed (other than an Event of Default as that term is defined below), and such non-compliance shall continue for a period of thirty days after written notice of such non-compliance shall have been received by the Issuer from the Registered Owner of this Bond. Notwithstanding the foregoing, the Issuer shall not be deemed out of compliance hereunder if such non-compliance can be cured within ninety days and if the Issuer in good faith institutes curative action and diligently pursues such action until the non-compliance has been corrected within such ninety day period.

(B) Any representation or warranty made by the Issuer for the benefit of the Registered Owner of this Bond proving to have been incorrect when made or confirmed.

(C) Actual or asserted (by the Issuer) invalidity or impairment of the Resolution or this Bond.

(D) Downgrade of the long-term rating (without regard to any credit or liquidity enhancement) on any of the Parity Bonds or other Additional Parity Obligations hereafter issued below BBB- or equivalent by any rating agency. Notwithstanding the foregoing, failure to have a rating on any Parity Bonds or other Additional Parity Obligations hereafter issued because no such debt is publicly offered debt shall not be deemed to be a Credit Event.

“Determination of Taxability” as such term is used in this Bond shall mean that interest on this Bond is required to be included in the gross income of the Registered Owner for federal income tax purposes pursuant to a final judgment by a court of competent jurisdiction (from which no further right of appeal exists) or a final official action of the Internal Revenue Service (from which no further right of appeal exists) determining that any interest payable with respect to this Bond is includable in the gross income.

Exhibit A-2
income of the Registered Owner for federal income tax purposes as a result of conditions arising only from the action or inaction of the Issuer and not as a result of any change in law.

“Event of Default” as such term is used in this Bond shall mean any of the following:

(A) The Issuer shall fail to make a payment of the principal of, Amortization Installment, redemption premium or interest on this Bond or any Parity Bonds when such payment becomes due.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

Following a Determination of Taxability, “Interest Rate” shall be adjusted to mean, as of and from the date such determination would be applicable with respect to this Bond (the "Accrual Date"), the lesser of (i) the maximum rate allowed under applicable law, and (ii) the initial interest rate on this Bond (or if a Credit Event shall have occurred, then the Credit Event Rate) divided by the difference of one minus the Maximum Corporate Income Tax Rate. The "Maximum Corporate Income Tax Rate" is the highest marginal federal income tax rate charged to U.S. corporations in effect as of the date of the Determination of Taxability (the “Taxable Rate”). In addition, the Issuer shall immediately pay on demand to the Registered Owner hereof an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Bond at the Taxable Rate from the Accrual Date to the date of such demand for payment, and (B) the actual interest paid by the Issuer on this Bond from the Accrual Date to the date of such demand for payment and (2) any loss, cost, charge or expense suffered by such owner arising out of the Determination of Taxability, including without limitation amounts of interest and penalties required to be paid as a result of any additional state and federal income taxes by such owner arising as a result of such Determination of Taxability; and (ii) from and after the date of such demand for payment, this Bond shall continue to bear interest at the Taxable Rate for the period such determination continues to be applicable with respect to this Bond. The adjustment provided for in this paragraph shall survive the payment of this Bond until the expiration of the statute of limitations under which the interest on this Bond could be required to be included in the gross income of the registered owner thereof for federal income taxes purposes.

Following a Credit Event, “Interest Rate” shall be adjusted to mean the lesser of (i) the maximum rate allowed under applicable law, and (ii) the initial fixed interest rate on this Note plus 6.00 percent per annum (the “Credit Event Rate”).

Exhibit A-3
Following an Event of Default, “Interest Rate” shall be adjusted to mean the lesser of (i) the maximum rate allowed under applicable law, and (ii) 18.00 percent per annum (the “Default Rate”).

In the event that both a Credit Event and an Event of Default shall have occurred and be continuing, “Interest Rate” shall be adjusted to the Default Rate, and the Credit Event Rate shall not be added to the Default Rate. If the event of a Determination of Taxability while an Event of Default shall be occurring, “Interest Rate” shall be adjusted to the higher of (a) the Default Rate and (b) the Taxable Rate.

Interest on this Bond shall be calculated using a 360-day year consisting of twelve 30-day months.

The Issuer may prepay this Bond in full or in part at any time, upon three Business Days prior notice. The prepayment will be applied to the most remote payment of principal due under this Bond. Each prepayment, whether voluntary or otherwise, will be accompanied by the amount of accrued interest on the amount prepaid and a prepayment fee calculated by the Registered Owner. The prepayment fee will be equal to the present value (discounted by the Reinvestment Rate) of the difference, if positive, between:

(A) the sum of the interest payments that would have accrued on each prepaid installment of principal at a fixed interest rate for such installment equal to 1.60%, as if the prepayment had not been made, less

(B) the sum of the interest payments that would have accrued on each prepaid installment of principal at a fixed interest rate for such installment equal to the Reinvestment Rate, as if the prepayment had not been made.

"Reinvestment Rate" shall mean with respect to each prepaid installment of principal, the Swap Rate on the date the prepayment fee is calculated by the Registered Owner for a term corresponding to the period of time remaining until such principal installment was scheduled to be paid, interpolated on a linear basis, if necessary.

"Swap Rate" shall mean, as of any date, the offered U.S. Dollar interest rate swap rate that a fixed rate receiver would receive in return for paying a floating rate equal to the three month Libor determined by the Registered Owner on such date by reference to the Bloomberg service or such other similar data source then used by the Registered Owner for determining such rate.

This authorized principal amount of this Bond is $49,755,000. This Bond is being issued to currently refund all of the Issuer’s outstanding Public Utility Refunding Revenue Bonds, Series 2006, under the authority of and in full compliance with the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, the municipal Charter of the Issuer, and other applicable provisions of law, and by Resolution No. 99-227 adopted by the City Council of the Issuer on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20, 2005, Resolution No. 2008-256 adopted by the City Council of the Issuer on May 15, 2008, Resolution No. 2013-400 adopted by the City.
Council of the Issuer on October 3, 2013, and as particularly supplemented by a resolution adopted by the City Council of the Issuer on August 4, 2016 (hereinafter collectively called the "Resolution"), and is subject to all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.


This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer for the payment of the principal of and interest on this Bond or the making of any sinking fund, reserve or other payments specified in the Resolution.

It is further agreed between the Issuer and the Registered Owner of this Bond that this Bond and the indebtedness evidenced thereby shall not constitute a lien upon the System, or any part thereof, or on any other property of or in the Issuer, other than the Net Revenues derived from the operation of the System, all in the manner provided in the Resolution.

The Issuer in the Resolution has covenanted and agreed with the Registered Owner of this Bond to fix, establish, revise from time to time whenever necessary, maintain and collect such fees, rates, rentals and other charges for the use of the products, services and facilities of the System which will always provide Adjusted Net Revenues in each year of not less than 115% of all Bond Service Requirements becoming due in such year on the outstanding Parity Bonds; and that such rates, fees, rentals and other charges will not be reduced so as to be insufficient to provide Gross Revenues for such purposes. The Issuer has entered into certain further covenants with the Registered Owner of this Bond for the terms of which reference is made to the Resolution.

This Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities of the State of Florida.

All payments by the Issuer pursuant to this Bond shall apply first to accrued interest, then to other charges due the Registered Owner, and the balance thereof shall apply to the principal sum due.

Also in the event of any Event of Default the Issuer shall be obligated to pay (but only from the Net Revenues) as part of the indebtedness evidenced by this Note, all costs of collection and
enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay.

The Issuer hereby waives presentment, demand, protest and notice of dishonor. The Registered Owner, by acceptance hereof, agrees to promptly return this Bond to the Issuer, marked "paid in full" upon the full payment of all amounts due hereunder.

The Issuer shall deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Registrar.

This Bond may be exchanged or transferred by the Registered Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution; provided, however, this Bond may be transferred to financial institutions in the future without the consent of the Issuer so long as such transfers shall not be for less than a $100,000 denomination.

The transfer of this Bond is registrable by the Registered Owner hereof in person or by his attorney or legal representative at the office of the Registrar but only in the manner and subject to the conditions provided in the Resolution and upon surrender and cancellation of this Bond.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Statutes and Constitution of the State of Florida applicable thereto; and that the issuance of this Bond and of the issue of Bonds of which this Bond is one, does not violate any constitutional or statutory limitation.

BY ACCEPTANCE HEREOF, THE REGISTERED OWNER IS CONCLUSIVELY DEEMED TO HAVE CONSENTED TO AND APPROVED THE PROVISIONS IN THE RESOLUTION, INCLUDING WITHOUT LIMITATION THE PROSPECTIVE AMENDMENTS INCLUDED IN SECTION 22 OF RESOLUTION NO. 2013-400 ADOPTED BY THE CITY COUNCIL OF THE ISSUER ON OCTOBER 3, 2013, AND THE REGISTERED OWNER SHALL HAVE NO RIGHT TO OBJECT TO SUCH AMENDMENTS. SUCH AMENDMENTS MAY BECOME EFFECTIVE, AMONG OTHER CONDITIONS, AFTER RECEIVING THE REQUISITE CONSENT OF THE HOLDERS OF AT LEAST 51% OUTSTANDING BONDS ISSUED PURSUANT TO THE RESOLUTION.

REFERENCE IS MADE TO THE RESOLUTION FOR THE BOND FOR SUCH PROSPECTIVE AMENDMENTS.
IN WITNESS WHEREOF, the City of St. Petersburg, Florida, has issued this Bond and has caused the same to be executed by its Mayor and attested by its City Clerk, either manually or with their facsimile signatures, and the corporate seal of the Issuer, or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon, all as of the Dated Date set forth above.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

ATTESTED:

Richard D. Kriseman, Mayor

Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Mark A. Winn, Assistant City Attorney

CERTIFICATE OF AUTHENTICATION OF BOND REGISTRAR

This Bond is one of the bonds of the issue described in the Resolution.

City Clerk, as Registrar and Authenticating Agent

Date of Authentication: August 16, 2016
EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that [Bank of America, N.A.] (the "Purchaser") has not required the City of St. Petersburg, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the $__________ City of St. Petersburg, Florida Public Utility Refunding Revenue Bond, Series 2016A (the "Series 2016A Bond"), and no inference should be drawn that the Purchaser, in the acceptance of said Series 2016A Bond, is relying on Bond Counsel or Issuer's Counsel as to any such matters other than the legal opinion rendered by Bond Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Resolution No. 99-227 adopted by the City Council of the Issuer on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20, 2005, Resolution No. 2008-256 adopted by the City Council of the Issuer on May 15, 2008, Resolution No. 2013-400 adopted by the City Council of the Issuer on October 3, 2013, respectively, and as particularly supplemented by a resolution adopted by the City Council of the Issuer on August 4, 2016 (collectively, the "Resolution").

We are aware that investment in the Series 2016A Bond involves various risks, that the Series 2016A Bond is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Series 2016A Bond is secured solely from the sources and in the manner and to the extent described in the Resolution (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2016A Bond and can bear the economic risk of our investment in the Series 2016A Bond.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2016A Bond as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that future transfers of the Series 2016A Bond or the sale of participations may only be made to financial institutions and shall not be for less than a $100,000 denomination under any circumstances.

Exhibit B-1
[We are a United States national banking association.]  We are not purchasing the Series 2016A Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this 16th of August, 2016.

[BANK OF AMERICA, N.A.]

By: ________________________________
Name: _______________________________
Title: _______________________________
EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with the City of St. Petersburg, Florida (the "Issuer") for the private purchase of its City of St. Petersburg, Public Utility Refunding Revenue Bond, Series 2016A (the "Series 2016A Bond") in the principal amount of $___________. Prior to the award of the Series 2016A Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Series 2016A Bond (such fees and expenses to be paid by the Issuer):

   Mark Raymond, Esq.
   Lender's Counsel
   $6,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Series 2016 Bond to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

   (b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2016A Bond.

3. The amount of the underwriting spread expected to be realized by the Lender is $0.

4. The management fee to be charged by the Lender is $0.

5. Truth-in-Bonding Statement. The following information is provided pursuant to Section 218.385(2), Florida Statutes and does not evidence or alter the terms of the Series 2016A Bond:

   The Series 2016A Bond is being issued primarily to currently refund the City of St. Petersburg, Florida, Public Utility Refunding Revenue Bonds, Series 2006.

   The Series 2016A Bond is expected to be repaid no later than October 1, [2028] at an interest rate of ____%, total interest paid over the life of the Series 2016A Bond is estimated to be $______________.
The Series 2016A Bond will be payable solely from amounts pledged and described in the Resolution No. 99-227 adopted by the City Council of the Issuer on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20, 2005, Resolution No. 2008-256 adopted by the City Council of the Issuer on May 15, 2008, Resolution No. 2013-400 adopted by the City Council of the Issuer on October 3, 2013, respectively, and as particularly supplemented by a resolution adopted by the City Council of the Issuer on August 4, 2016 (collectively, the "Resolution"). Issuance of the Series 2016A Bond is estimated to result in an annual average of approximately $_________ of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Series 2016A Bond. Authorizing this Series 2016A Bond will result in a net savings to the Issuer of amounts that would otherwise have been spent to service the debt refunded by the Series 2016A Bond.

6. The name and address of the Lender is as follows:

[Bank of America, N.A.
9128 Strada Place, Suite 10110
Naples, Florida 34108]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 16th day of August, 2016.

[BANK OF AMERICA, N.A.]

By: ________________________________
Name: ______________________________
Title: ______________________________

Exhibit C-2
EXHIBIT D

FORM OF ESCROW DEPOSIT AGREEMENT
ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of August 16, 2016, by and between
the CITY OF ST. PETERSBURG, FLORIDA (the "Issuer"), and THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A., a national banking association organized under the laws
of the United States of America, as Escrow Agent, and its successors and assigns (the "Escrow
Agent");

W I T N E S S E T H:

WHEREAS, the Issuer previously issued its Public Utility Refunding Revenue Bonds,
Series 2006 (the "2006 Bonds"); and

WHEREAS, the Issuer now desires to currently refund all of the 2006 Bonds (the
"Refunded Bonds"); and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the
provisions hereof shall defease and discharge the Issuer’s obligations relating to the Refunded
Bonds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein
contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

(a) "Agreement" means this Escrow Deposit Agreement.

(b) "Bond" means the $__________ City of St. Petersburg, Florida, Public Utility
Refunding Revenue Bond, Series 2016A, issued under the Bond Resolution.

(c) "Bond Counsel" means Bryant Miller Olive P.A., or any other law firm
nationally-recognized in the area of public finance.

(d) "Bond Resolution" shall mean Resolution No. 99-227 adopted by the City Council
of the Issuer on April 22, 1999, as amended and supplemented from time to time, as particularly
amended by Resolution No. 2005-559 adopted by the City Council of the Issuer on October 20,
2005, Resolution No. 2008-256 adopted by the City Council of the Issuer on May 15, 2008, as
particularly prospectively amended by Resolution No. 2013-400 adopted by the City Council of
the Issuer on October 3, 2013, and as particularly supplemented by a resolution adopted by the
City Council of the Issuer on August 4, 2016.
(e) "Escrow Account" means the account hereby created and entitled Escrow Account established and held by the Escrow Agent pursuant to this Agreement in which cash and investments will be held for payment of the principal, interest, and redemption premium, if any, on the Refunded Bonds.

(f) "Federal Securities" shall have the same meaning ascribed thereto in the Bond Resolution.

(g) "Issuer" means the City of St. Petersburg, Florida, and its successors and assigns.

(h) "Refunded Bonds" has the meaning ascribed above.

(i) "Total Debt Service for the Refunded Bonds" means the sum of the principal of, redemption premium, if any, and interest remaining unpaid with respect to the Refunded Bonds in accordance with Schedule A attached hereto assuming the callable Refunded Bonds are called for early redemption on October 1, 2016.

SECTION 2. Deposit of Funds. The Issuer hereby deposits $__________ with the Escrow Agent for deposit into the Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. $____________ of such funds are being derived from proceeds of the Bond and $________ of such funds are being derived from other legally available moneys of the Issuer. The Issuer represents that the Federal Securities, the interest to be earned thereon, and the cash deposited to the Escrow Account (i) are at least equal to the Total Debt Service for the Refunded Bonds as of the date of such deposit, and (ii) are sufficient to pay principal, interest and redemption premium on the Refunded Bonds as they become due and payable in accordance with Schedule A attached hereto.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the sum described in Section 2 and agrees:

(a) to hold the funds and investments purchased pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds;

(b) to immediately invest $__________ of such funds derived from the proceeds of the Bond and other legally available funds of the Issuer in the Federal Securities set forth on Schedule C-1 attached hereto and to hold such securities and $____ of such funds in cash in accordance with the terms of this Agreement;
(c) in the event the securities described on Schedule C cannot be purchased, substitute securities may be purchased with the consent of the Issuer but only upon receipt of verification from an independent certified public accountant that the Federal Securities, the interest to be earned thereon, and the cash deposited in the Escrow Account will not be less than the Total Debt Service for the Refunded Bonds, and only upon receipt of an opinion of Bond Counsel that such securities constitute Federal Securities for purposes of this Agreement; and

(d) there will be no investment or reinvestment of funds except as set forth in this Section 3 and except as set forth in Section 5.

The Issuer acknowledges that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Escrow Agent hereunder.

SECTION 4. Payment of Refunded Bonds and Expenses.

(a) **Refunded Bonds.** On the dates and in the amounts set forth on Schedule A, the Escrow Agent shall transfer to The Bank of New York Mellon Trust Company, N.A., as successor to J.P. Morgan Trust Company, N.A., the Paying Agent for the Refunded Bonds (the "Paying Agent"), in immediately available funds solely from amounts available in the Escrow Account, a sum sufficient to pay the principal of, interest on and redemption premium, if applicable, on the Refunded Bonds, as shown on Schedule A.

(b) **Expenses.** The Issuer shall pay the fees and expenses of the Escrow Agent as set forth on Schedule B attached hereto.

(c) **Surplus.** After making the payments from the Escrow Account described in Subsections 4(a) and (b) above, the Escrow Agent shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Total Debt Service for the Refunded Bonds until the termination of this Agreement pursuant to the terms of Section 13 hereof, and shall then pay any remaining funds to the Issuer.

(d) **Priority of Payments.** The holders of the Refunded Bonds shall have an express first priority security interest in the funds and Federal Securities in the Escrow Account until such funds and Federal Securities are used and applied as provided in this Agreement.
SECTION 5. Reinvestment.

(a) Except as provided in Section 3 and in this Section 5, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Federal Securities held hereunder.

(b) At the written request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of any of the Federal Securities acquired hereunder and shall substitute other Federal Securities and reinvest any excess receipts in Federal Securities. The Issuer will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Bond to be included in the gross income of the holders thereof for purposes of Federal income taxation. The transactions may be effected only if (i) an independent certified public accountant selected by the Issuer shall certify or opine in writing to the Issuer and the Escrow Agent that Federal Securities, interest to be earned thereon, and cash remaining on hand after the transactions are completed will, assuming no reinvestment or any earnings, be not less than the Total Debt Service for the Refunded Bonds, and that reinvestment in such Federal Securities will not postpone the anticipated transfer of moneys from the Escrow Account to the Paying Agent pursuant to Section 4(a) hereof, and (ii) the Escrow Agent shall receive an opinion from a nationally recognized bond counsel acceptable to the Issuer to the effect that the transactions, in and by themselves, will not cause interest on such Bond or the Refunded Bonds to be included in the gross income of the holders thereof for purposes of Federal income taxation and such substitution is in compliance with this Agreement. Subsection 4(c) above notwithstanding, cash in excess of the Total Debt Service for the Refunded Bonds caused by substitution of Federal Securities shall, as soon as practical, be paid to the Issuer. Notwithstanding any provision of this Agreement to the contrary, no forward purchase agreement relating to the future reinvestment of cash held hereunder shall be executed unless the following condition is met: to the extent either Moody’s Investors Service, Inc., Fitch Ratings, and/or Standard & Poor’s Ratings Services have an outstanding rating on the Refunded Bonds, at least one of such rating agencies must give written confirmation that it will not lower or withdraw the rating as a result of the Issuer’s execution of such forward purchase agreement. In the event of any inconsistency between the terms and conditions of such forward purchase agreement and this Agreement, the terms and conditions of this Agreement shall control.

SECTION 6. Redemption or Acceleration of Maturity. The Issuer will not accelerate the maturity of, or exercise any option to redeem before maturity, any Refunded Bonds, except as set forth on Schedule A attached hereto.

SECTION 7. Indemnity. To the extent permitted by law and without waiving sovereign immunity, the Issuer hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless, the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims,
actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Escrow Agent (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Account established hereunder, the acceptance of the funds and securities deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof and any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement. The Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Total Debt Service for the Refunded Bonds. Furthermore, the Escrow Agent shall not be liable for the accuracy of the calculation as to the sufficiency of moneys and the principal amount of Federal Securities and the earnings thereon to pay the Total Debt Service for the Refunded Bonds.

SECTION 8. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder. The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Issuer, at the Issuer’s expense, and in reliance upon the opinion of such counsel, shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

SECTION 9. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating on either the Refunded Bonds or the Bond, and the Paying Agent for the Refunded Bonds not less than sixty (60) days before such
resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 10. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such holders to the original purchaser or purchaser of the Bond and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Issuer, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percentum (5%) in aggregate principal amount of the Bond then outstanding, or the holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 11. Successor Escrow Agent.

(a) If, at any time hereafter, the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall immediately appoint an Escrow Agent to fill such vacancy and, upon such appointment, all assets held hereunder shall be transferred to such successor. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the holders of the Refunded Bonds within thirty (30) days after such appointment.

Exhibit D-6
(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Bond then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the Bondholders. In the case of conflicting appointments made by the Bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Escrow Agent hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor shall have reported total capital and surplus in excess of $15,000,000, provided that such successor Escrow Agent assumes in writing all the trust, duties and responsibilities of the Escrow Agent hereunder.

SECTION 12. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it has agreed to accept compensation under the Agreement pursuant to the terms of Schedule B attached hereto for services to be performed by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall not be compensated from amounts on deposit in the Escrow Account, and the Escrow Agent shall have no lien or claim against funds in the Escrow Account for payment of obligations due it under this Section.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds, except as provided in Section 8.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be
determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to the municipal bond insurer(s) for the Refunded Bonds, if any, as well as Moody’s Investors Service, Inc., Fitch Ratings and Standard & Poor’s Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds), and while such covenant or agreements herein contained shall be null and void, they shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and the Bond and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all holders of Refunded Bonds, the Escrow Agent and the Issuer; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holder of the Bond and the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request, at the Issuer’s expense, and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments, shall be provided to Moody’s Investors Service, Inc., Fitch Ratings, and Standard & Poor’s Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds).

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

By:__________________________
Name: Richard D. Kriseman
Title: Mayor

ATTEST:

By:__________________________
Name: Chan Srinivasa
Title: City Clerk

Approved as to form and correctness:

By:__________________________
Name: Mark A. Winn
Title: Assistant City Attorney

[Signature page to Escrow Deposit Agreement between City of St. Petersburg, Florida and The Bank of New York Mellon Trust Company, N.A.]
[Signature page to Escrow Deposit Agreement between City of St. Petersburg, Florida and The Bank of New York Mellon Trust Company, N.A.]
SCHEDULE A

TOTAL DEBT SERVICE
FOR THE REFUNDED BONDS
SCHEDULE B

EXPENSES TO BE PAID TO ESCROW AGENT

Upfront fee of $____, plus out of pocket expenses
### SCHEDULE C

SCHEDULE OF FEDERAL SECURITIES  
TO BE PURCHASED ON AUGUST 16, 2016

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Par Amount</th>
<th>Interest Rate</th>
<th>Type</th>
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<td>10/01/2016</td>
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Members: Chair Steve Kornell, Vice-Chair Ed Montanari, Council Members Jim Kennedy, Jr., Charlie Gerdes; Alternate(s): Council Chair Amy Foster,

Others present: Council Member Karl Nurse, Support Staff: Nina Mahmoudi, backup support staff, Dave Goodwin, Director of Planning and Economic Development, Patricia Beneby, Deputy City Clerk, Michael Dema, Assistant City Attorney, Mark Winn, Assistant City Attorney, Jeannine Williams, Chief Assistant City Attorney, Lt. Markus Hughes, Cate Lee, Planner, Urban Planning & Historic Preservation

1) Call to Order: 9:38 a.m.

2) Approval of Agenda – Motion for Approval by CM Gerdes unanimously passed 4-0

3) Approval of Minutes - June 16, 2016 – Motion for Approval by CM Gerdes unanimously passed 4-0

4) New Business

   A) Modification of existing ordinance to allow for wet zone(s) on particular days and specific hours and to include the opportunity for fundraising for the Arts endowment

Assistant City Attorney Michael Dema reviewed the draft wet zone ordinance, in which the EDGE district specialty center will be created; creating the process for designating EDGE district special events during which certain exemptions to alcoholic beverage regulation may be granted.

CM Kennedy motioned to approve and schedule the first reading

CM Nurse asked to consider a sunset of the ordinance after a period of 24 months

CM Kennedy is not in favor of a sunset provision and said a future Council has the right to revoke the ordinance if they so desire

CM Gerdes wanted to know where the quantity of nine events came from and Dema indicated it was a maximum cap that the EDGE District suggested and the City was in agreement with the suggestion. CM Gerdes also wanted to know if we had an alternative plan for those districts wanting something similar but are not adjacent to navigable water. Dema stated that we have the right to determine our own open container rules. Assistant City Attorney Mark Winn followed up and stated we have other permitting processes that are available, such as a street closure permit that allows for relaxed open container laws.

CM Montanari asked what the effect would be on the Police Department’s time and resources. Lt. Marcus Hughes said it will depend on the size of the event, and they will have to assess on a case by case basis. Dema added that this ordinance will not require a street closure, and will be a streamlined mechanism for district-wide and neighborhood events.
CM Kornell asked how the City will handle rowdy vendors who desire to host an event. Demz indicated that will be handled directly by the EDGE District officials.

Motion passes unanimously, at 9:54 a.m.

**B) Mechanical Noise/Downtown Noise – The Planning & Economic Development staff gave a report and presentation on noise research, including background information, the City’s current noise mitigation program, research of peer communities, and their recommendations for next steps. The presentation is attached to these minutes.**

Next steps suggested are to draft a revised noise mitigation ordinance based on latest findings, consider enforcement options, and engage the public for their buy-in.

CM Kennedy asked Legal how we have enforced noise in the past. Winn said we have had different ordinances based on decibel levels in the past but they had been challenged in courts and that it had been difficult to obtain convictions for violations, so the City went to a plainly audible standard. It is his opinion that both decibel and plainly audible standards are upholdable standards, but that the standard noise level cannot be too low to where it would infringe on constitutional rights. Dave Goodwin said that additional resources may need to be budgeted, including training staff and obtaining sound level meter equipment, in order to have more success with enforcement.

CM Nurse – Expressed he thinks the decibel standard is the most logical standard to move forward with. He noted a big problem right now is that noise recipients have to stick around for the PD to get to the violator and not a lot of people are willing to do that. He noted he wants outdoor performance events to be addressed. Goodwin noted that the City wants to find a balance between keeping the city’s vibrancy and respecting people’s quality of life and desire for a quite environment.

CM Gerdes asked if we have data on the number of complaints we receive. Lt. Hughes indicated he didn’t have specific data but hadn’t received any complaints in the past couple weeks.

Both CM Montanari and Kennedy echoed the sentiment of needing to keep a balance of vibrancy and quality of life.

CM Gerdes moved that the Planning & Economic Development staff continue to develop a plan and meet with stakeholders. He noted he thinks the decibel standard is the most logical choice and that he doesn’t want to have Police be the only enforcement option.

Cm Kornell doesn’t want to stifle the growing music industry with the program

CM Gerdes’ motion passes unanimously.

5) Upcoming meetings – August 25, 9:15 a.m.

6) Adjournment – 10:38 a.m.

Attachments: Wet Zone Draft Ordinance and Exhibit Mechanical Noise/Downtown Noise Report by Eco Dev Department Pending and Continuing Referral List
AN ORDINANCE OF THE CITY OF ST.
PETERSBURG, FLORIDA AMENDING
CHAPTER THREE OF THE MUNICIPAL CODE
OF ORDINANCES; CREATING THE EDGE
DISTRICT SPECIALTY CENTER; CREATING
THE PROCESS FOR DESIGNATING EDGE
DISTRICT SPECIAL EVENTS DURING WHICH
CERTAIN EXEMPTIONS TO ALCOHOLIC
BEVERAGE REGULATION MAY BE
GRANTED; AND PROVIDING AN EFFECTIVE
DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Section 3-7 of the St. Petersburg City Code is hereby amended as follows:

Sec. 3-7. - Unlawful consumption on the premises where alcoholic beverages are sold and
within 500 feet thereof; possession or consumption in the public right-of-way.

(a) Permitting consumption on the premises. It is unlawful for any vendor to permit
alcoholic beverages to be consumed on the premises where the alcoholic beverages are
sold or on any other premises under the control, whether directly or indirectly, of the
licensee, except within the licensed premises.

(b) Consumption on the premises. It is unlawful for any person to consume, or to possess
in an open container, any alcoholic beverages on the premises where alcoholic
beverages are sold or on any other premises under the control, either directly or
indirectly, of the licensee, except within the licensed premises.

(c) Consumption within 500 feet of premises.

(1) Finding. It is found and determined that consumption of alcoholic beverages
outside of the licensed premises of an establishment dealing in alcoholic
beverages but within 500 feet thereof, except within enclosed buildings or on
premises occupied solely by residential structures, is detrimental to the public
health and welfare because such consumption results in crime and unsightly
and unsanitary conditions due to accumulation of debris and due to persons
urinating in public or exposing themselves. Each of the foregoing findings is in
and of itself sufficient reason to support this subsection, but the foregoing shall
not be construed as the sole reasons in support of this subsection.

(2) Prohibition. It is unlawful for anyone to consume, or to possess in an open
container, any alcoholic beverage outside of the licensed premises of an
establishment dealing in alcoholic beverages, but within 500 feet thereof,
except within enclosed buildings or on premises occupied solely by residential structures. Such distance shall be measured by following a straight line from the portion of the licensed premises of the establishment dealing in alcoholic beverages nearest to the location of the violation of this subsection.

(3) **Signage.** Each establishment dealing in alcoholic beverages shall, at all times when such establishment is open to the public have located in the interior portion of the building licensed for sale of such beverages a sign which can be readily seen and read by customers which is at least one foot by two feet containing substantially the following information:

It is unlawful to consume alcoholic beverages outdoors within 500 feet of this establishment—City ordinance.

It is unlawful for the owner of any establishment dealing in alcoholic beverages to fail to comply with this subsection and for any person to sell, dispense or serve alcoholic beverages in any establishment which is not in compliance with this subsection.

(4) This subsection shall not apply to consumption of alcoholic beverages in any area which has received a permit from the POD for exemption pursuant to subsection (f) of this section, during any EDGE District Special Event pursuant to subsection (g) of this section, or to any event held in a City park which is allowed to have alcohol pursuant to chapter 21 and which has received a permit therefor from the POD, on the days and during the times the exemption is in effect or the event is allowed.

(d) **Consumption or possession in the public right-of-way; prohibited activities.** It is unlawful for any person to consume, or to possess in an open container, any alcoholic beverage on any public right-of-way, including streets, sidewalks and alleys.

(e) **Exemption.** It shall not be a violation of subsection (c) or (d) of this section or for a person to engage in the activity prohibited by the applicable subsection if any of the following apply:

1. The activity is permitted pursuant to an exemption granted pursuant to subsection (f) of this section.

2. The activity is in an area designated for an event which has been designated as a City sponsored event by the Mayor or a co-sponsored event by the City Council and the sale of alcoholic beverages is permitted as part of that event. This exception shall only apply on the days and during the times the event is allowed.

3. The activity is in an area designated for a sidewalk cafe pursuant to chapter 16. This exception shall only apply on the days and during the times for which the operation of the sidewalk cafe is allowed pursuant to the sidewalk cafe permit.
(4) The activity is in an area designated for an event for which a street closure permit has been issued by the City Police Department. This exception shall only apply on the days and during the times the street is closed pursuant to the permit; provided, that all conditions and requirements of the permit are complied with and the permit specifically allows the consumption of alcohol in the right-of-way. Where the street closure permit permits the consumption of alcohol in the right-of-way, the granting of the permit may be conditioned upon requirements including the provision of adequate security, placement of barriers, limited hours of operation and other conditions and requirements to insure that adverse impacts to surrounding areas are minimized and to provide for the health, safety and welfare of those individuals inside the right-of-way closure area. The permit shall be posted in the same manner that is required under subsection (c)(3) of this section. This section shall not be construed to limit the imposition of conditions and restrictions on street closure permits that do not permit the consumption of alcohol. If a permit is issued, it shall be a violation of the Code for an individual within the street right-of-way closure area to violate any of the requirements or conditions of the permit. A law enforcement officer who views a person violating a requirement or condition of the permit shall first warn the individual that the individual is violating a permit requirement or condition and therefore is violating a City ordinance. The officer shall order the person to immediately cease and desist from continuing the violation. If the individual so warned continues the violation or repeats the violation within the time frame for which the permit has been issued, the individual may be cited or arrested for a violation of the code.

(5) The activity consists of carrying a closed but unsealed container containing an alcoholic beverage inside another container having a mechanical closure; provided that the outer container is kept closed and the alcoholic beverage is not consumed in the public right-of-way.

(6) The activity consists of being a passenger on a pedal bus authorized pursuant to Chapter 28. Notwithstanding the foregoing, any passenger not physically on the pedal bus is subject to the open container prohibitions contained in subsections (c) or (d) of this section.

(7) The activity is an EDGE District Special Event, duly authorized by the City Council pursuant to subsection (g) of this section.

(f) Permits for exemption. The procedure for obtaining a permit for exemption from subsection (c) or (d) of this section shall be as follows:

(1) Application. A person seeking issuance of a permit shall file an application at least 30 days in advance of the day for which a permit is requested. Such time frame may be shortened by the POD if its imposition would cause undue hardship, the applicant has good reason for being unable to comply, and the
POD determines there is sufficient time to adequately review the application. The application shall include the following information:

a. The name, address and age of the applicant and, if a corporation or partnership, the name and address of the responsible corporate officer or partner of the applicant.

b. The name and physical address of the resident agent for the service of process in this State of the applicant, if a corporation, or the name and physical address of any one or more partners, or an employee of the partnership designated pursuant to F.S. § 48.061, to accept service of process, if a partnership.

c. The name and address of the person sponsoring the activity, if any.

d. The days and hours for which the permit is desired.

e. The location for which the permit is desired, including a map adequately defining the area.

f. Any other information reasonably necessary to determine whether a permit should be issued under this subsection.

g. If the proposed location includes the public right-of-way, the applicant shall submit written approval from the owner of any real property abutting the portion of the right-of-way for which an exemption is requested.

(2) Standards for issuance. Standards for issuance of a permit shall include the following findings:

a. That the proposed consumption of alcoholic beverages will not unreasonably interfere with or detract from the general public's enjoyment of public streets and facilities.

b. That the proposed consumption of alcoholic beverages will not unreasonably interfere with or detract from the promotion of public health, welfare and safety.

c. That the proposed consumption of alcoholic beverages will not have a reasonable likelihood of resulting in violence, crime or disorderly conduct.

d. That the proposed consumption of alcoholic beverages will not entail extraordinary or burdensome expense or police operation by the City.

e. That the proposed consumption of alcoholic beverages will not result in unsightly or unsanitary conditions.

f. That the applicant is 21 years of age or older, if an individual.

g. That the applicant has proved financial responsibility and will hold the City harmless from any liability resulting from the event.

h. That neither the applicant, nor any partner or corporate officer or employee thereof has been convicted of a felony, within five years of the date of the
event or misdemeanor or City ordinance violation within three years of the date.

i. That the applicant has all necessary federal, State and local permits for the sale, service or consumption of alcoholic beverages to be lawful at the location for which a permit is requested.

j. That the applicant has sufficient personnel who will be available to adequately supervise the activity and keep any public streets or facilities clean and free of debris and litter which may result from the event.

k. That, except for right-of-way, all property for which the exemption is sought is owned by the applicant or the City. All owners of property for which a permit is sought must join in the application. If any property is owned by the City or held by the City in any capacity, including but not limited to public right-of-way, easement or park, the City has an absolute right to deny permission for a permit, with or without reason.

l. Exemptions for the right-of-way may be conditioned upon requirements including the provision of adequate security, placement of barriers, limited hours of operation and other conditions and requirements to ensure that adverse impacts to surrounding areas are minimized and to provide for the health safety and welfare of those individuals inside the right-of-way closure area.

m. If a permit is issued it shall be a violation of the Code for an individual within the street right-of-way closure area to violate any of the requirements or conditions of the permit. A law enforcement officer who views a person violating a requirement or condition of the permit shall first warn the individual that the individual is in violation of a permit requirement or condition and therefore is violating a City ordinance. The officer shall order the person to immediately cease and desist from continuing the violation. If the individual so warned continues the violation or repeats the violation within the time frame for which the permit has been issued, the individual shall be cited or arrested for a violation of the Code.

3) Issuance, denial, appeal.

a. Within five days of receipt of an application for a permit under this section, the applicant shall provide the supplemental written notice as and to the extent required by chapter 16.

b. Any aggrieved person may file an appeal of the denial or issuance of a permit under this section to the POD by following the procedures for appeal set forth in chapter 16.

c. Upon the filing of a timely notice of appeal, the POD shall afford the appellant and other affected persons an opportunity to present relevant
evidence, testimony and argument at a hearing to be held by the POD. The POD holding the hearing shall promptly render a written decision. The POD's decision may be appealed to City Council by following the procedures set forth in Chapter 16.

d. Upon the filing of a timely notice of appeal the City Council shall decide within 30 days from the receipt of the appeal by the City Clerk, whether or not to grant the permit after following the procedures set forth in Chapter 16. The decision of the City Council shall be final. The City Council shall follow the same guidelines that apply to the POD and may impose reasonable conditions on an order granting the permit, such conditions to be of the same type as would be within the power of the POD to impose. The City Council may receive new evidence and shall not be bound by the technical rules of evidence.

(4) **Compliance with City ordinances and State laws.** A permittee shall comply with all City ordinances and State laws fully as though the same were included in such permits.

(5) **Liability insurance.** An applicant for a permit shall be required to submit evidence of liability insurance covering injuries to members of the general public, naming the City as an additional insured, and shall indemnify and hold harmless the City and its officers and employees for liability arising out of such permitted activities in such amounts as may be from time to time determined by the POD.

(6) **Posting copies of permit.** The applicant shall post, at such conspicuous places as the permit may designate and within the area covered by the permit during the times covered by the permit, copies of the permit which shall include a map adequately describing the area permitted and all requirements and conditions of the permit. Such copies shall at all times during which the permit is in effect be available for inspection by all representatives of the City and the State.

(7) **Fee.** The POD shall charge each applicant a fee which shall be based upon the cost of processing the application and making required notifications. The fee shall be nonrefundable and must be paid prior to the City acting on the application.

(8) **Additional charge.** The POD may impose as a condition of the permit a charge for additional police or other public services necessarily required by the activity requested by the application.

(9) **Term; renewal.** No permit shall be issued for a period of longer than six months. Permits may be renewed for successive periods of time, not to exceed six months, and applications for renewal shall be treated as new applications. Permits for activities in the right-of-way shall not exceed the length of the
event or 30 days, whichever is shorter. Exemptions may be intermittent in that they may be granted for specified hours or on specified nonconsecutive days.

(10) **Revocation.** The City Council shall, after notice to the permit holder and a hearing at which all interested parties shall be heard and may submit evidence, have the authority to revoke a permit upon a finding of good cause. The term "good cause" shall mean violation by the applicant or any person within the area permitted of any standards for issuance of a permit, or of any condition of a permit, or any City ordinance or State law relating to alcoholic beverages, or the violation by any person of any City ordinance or State law relating to alcoholic beverages in an establishment licensed for the sale of alcoholic beverages owned by the applicant or operated under a license issued to the applicant.

(11) **Suspension.** The POD may, based upon a showing of prima facie evidence of good cause for permit revocations, suspend the permit for a maximum period of 30 days. The POD shall forthwith request the City Council to revoke the permit. The City Council shall hold a hearing within 30 days of the date of suspension and either revoke the permit or find that grounds for revocation do not exist, in which case the suspension shall immediately be lifted and the permit reinstated.

(g) **EDGE District Specialty Center.**

(1) **Findings.**

a. The EDGE District is a mixed-use neighborhood located within the City's Central Business District, encompassing development in excess of 50,000 square feet of leasable area, and which includes restaurants, entertainment facilities, and specialty shops.

b. The EDGE District is located adjacent to Booker Creek, a navigable water body that traverses the EDGE District in generally a north/south orientation between 13th Street and 16th Street.

(2) **Definitions.**

a. **Applicable Boundary** shall mean the area described and depicted in subsection (g)(3) of this section. The **applicable boundary** may be further limited in its geographical extent by the EDGE Business District Association on a case-specific basis.

b. **Approved Security Plan** shall mean a plan developed by the EDGE Business District Association, tailored specifically to each EDGE District Special Event. An application shall be made to the POD which shall include the following information: a description of the type of event, including activities to occur, the dates and times for which security personnel is needed, whether off-duty officers of the St. Petersburg Police
Department are requested, how many off-duty officers and/or civilian security personnel are required, location of security personnel, type and location of signage providing notice to a person of ordinary intelligence as to the Applicable Boundary, type and location of physical barriers, type and location of any additional sanitation containers required, and any other requirements deemed necessary by the City. An approved security plan shall be approved by the Chief of Police, or authorized designee, prior to approval of a Resolution by the City Council pursuant to subsection (g)(4) of this section. The security plan must be designed to minimize adverse impacts to the surrounding areas and to provide for the health, safety, and welfare of persons in the EDGE District Specialty Center.

c. Approved Vessel shall only mean a plastic cup no larger than sixteen (16) ounces, and which is approved by the EDGE Business District Association. An approved vessel shall not include bottles, aluminum or other types of cans, glass containers, or any other type of cup or container capable of holding liquids.

d. EDGE Business District Association shall mean the entity who is the sole manager of the EDGE District Specialty Center. The EDGE Business District Association shall be the sole entity responsible for requesting an EDGE District Special Event and shall be the sole entity responsible for the creation and procurement of an Approved Security Plan. The EDGE Business District Association shall manage the creation and distribution of Approved Vessels, including authorized vendors, and the means of identifying that persons possessing or consuming alcoholic beverages are of legal age.

e. EDGE District Special Event shall mean a City Council-approved event within the EDGE District Specialty Center, with a defined start date and time and defined end date and time and an Approved Security Plan, during which a person may be exempt from subsections (c) and (d) of this section. There shall be no more that nine (9) EDGE District Special Events in a calendar year. For the purposes of this definition, an EDGE District Special Event shall be deemed to be one (1) event if the exemption is requested for consecutive days, but not to exceed three (3) consecutive days, and if the description of the type of event as required in subsection (g)(5)b. of this section is the same for each day of the event.

f. EDGE District Specialty Center shall mean the area within the Applicable Boundary wherein persons may be exempt from subsections (c) and (d) of this section during an EDGE District Special Event.

(3) Creation of EDGE District Specialty Center. Pursuant to Section 561.20(b) of the Florida Statutes, the City of St. Petersburg does hereby create and establish
a specialty center for the EDGE District, the applicable boundaries of which are set forth as follows, and depicted in Figure 1 (below):

The north boundary shall be the south curbline of the right-of-way of First Avenue North; the south boundary shall be the north curbline of the right-of-way of First Avenue South; the east boundary shall be the west curbline of the right-of-way of Dr. Martin Luther King, Jr. Street; and the west boundary shall be the east curbline of the right-of-way of 16th Street.

The curbline does not include any portion of the right-of-way delineated as roadbed intended for vehicular traffic, except that for the purposes of this description, curblines shall be considered to extend across any street or avenue that intersects a boundary. It is the further intent of this subsection (g) to prohibit the pedestrian crossing of First Avenues North and South while in possession of alcoholic beverages.

City Council may not expand this boundary without amending this City Code section.

(4) **Exemption.** During an EDGE District Special Event, and pursuant to the provisions and limitations of subsection (g) of this section, a person may legally possess and consume alcoholic beverages in the public right-of-way in an Approved Vessel within the Applicable Boundary of the EDGE District Specialty Center. This subsection (g) shall be deemed to be a limited exemption to subsections (c) and (d) of this section when in effect during an EDGE District Special Event.

(5) **Procedure.** The procedure for obtaining an exemption from subsection (c) or (d) of this section for an EDGE District Special Event shall be as follows:

a. A Resolution of the City Council must be approved at least sixty (60) days prior to the start date of an EDGE District Special Event.

b. The Resolution must include the following information for each EDGE District Special Event: start date and time, end date and time, a description of the type of event, Applicable Boundary (within the geographic extent defined in subsection (g)(3) of this section), and reference to an attached Approved Security Plan.

c. The Resolution may include a request for approval of multiple EDGE District Special Events within a calendar year.

(6) **Limitations.** EDGE District Special Events are subject to the following limitations:

a. A maximum of nine (9) EDGE District Special Events shall be allowed in a calendar year.

b. Vending of alcoholic beverages may only occur within the licensed premises of an establishment, including those portions of the right-of-way for which a valid sidewalk café permit has been issued, pursuant to Chapter 16.
c. The provisions of this subsection (g) shall not be deemed to waive any additional permit requirements for an EDGE District Special Event to be staged, including but not limited to an outdoor public assembly permit pursuant to Chapter 25.

d. Alcoholic beverages purchased outside of the EDGE District Specialty Center are not exempt under subsection (g) of this section, and any possession or consumption of such alcoholic beverages within the EDGE District Specialty Center shall be unlawful and subject to punishment under the applicable state and local laws.

e. All other state and local laws applicable to the possession and consumption of alcoholic beverages shall be deemed to be in full force and effect.

Section 2. 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 3. 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 4. Effective Date. In the event 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)
Noise Research
July 28, 2016
Public Services & Infrastructure Committee
ORDER OF PRESENTATION

- Background
- Current St. Petersburg Noise Mitigation Program
- Research of Peer Communities
- Next Steps
BACKGROUND

- Main sources of noise in an urban environment
  - Transportation
  - Construction
  - Nightlife/Entertainment

- Sound measurement in noise ordinances
  - Plainly audible
  - Decibel (dBA)
  - Octave band (Hertz) (bass)
BACKGROUND

66 dB(A) is the level at which FDOT considers abatement measures for residential land uses.

Common Noise Levels (in Decibels)

Level of Noise (dB(A))

- 130: jet take-off at 200'
- 120: range of maximum vocal effort
- 110: car horn at 3'
- 100: jackhammer at 50'
- 90: big truck at 50'
- 80: blender at 3'
- 70: backhoe at 50'
- 60: light traffic at 50'
- 50: train or highway traffic at 50'
- 40: tv at 10'
- 30: refrigerator at 3'
- 20: soft whisper at 15'
BACKGROUND

• Components of a noise mitigation program
  o Noise ordinance (plainly audible limits, decibel limits)
  o Sidewalk cafe ordinance (limit/prohibit speakers/amplification)
  o Zoning code performance criteria (site design, hours of operation)
  o Outdoor/special events permits

• Typical noise ordinance enforcement agencies
  o Police
  o Code Enforcement
  o Others
CURRENT ST. PETERSBURG NOISE MITIGATION PROGRAM

- Noise Pollution Code: Plainly Audible Standard
  - Publicly-owned outdoor places including right-of-way
    - No park or street closure permit, 200’ from sound source (between 8am and 11pm)
    - Park or street closure permit, 5,000’ from sound source (between 8am and 11pm)
  - Buildings
    - For amplified sound in nonresidential zoning districts: 100’ from building (between 11pm and 8am)
CURRENT ST. PETERSBURG NOISE MITIGATION PROGRAM

- Noise Pollution Code: Plainly Audible Standard
  - Privately-owned outdoor places
    - 100’ from source (between 11pm and 8am)
    - When sound making is not the principal use of the property (e.g., the outdoor deck of a restaurant), 1000’ from source between 8am and 11pm (midnight on Fridays, Saturdays and days before a national holiday)
    - When sound making is the principal use of the property (e.g., a performance venue), 3000’ from source between 8am and 11pm (midnight on Fridays, Saturdays and days before a national holiday)
CURRENT ST. PETERSBURG NOISE MITIGATION PROGRAM

• Noise Pollution Code: Plainly Audible Standard
  o Air conditioning or air-handling equipment
    • Operating or permitting the operation of any pool equipment, air conditioning or air-handling equipment which is not in good working condition and creates sound that is plainly audible to a person at a distance of 100 feet or more from the equipment.
**Current St. Petersburg Noise Mitigation Program**

- **Noise Pollution Code: Plainly Audible Standard**
  - Sound levels by receiving land use

<table>
<thead>
<tr>
<th>Location of the Receiving Land Use</th>
<th>Time</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential zoning district</td>
<td>8:00 a.m.—6:00 p.m.</td>
<td>500 feet or more</td>
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<tr>
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<td>6:00 p.m.—11:00 p.m.*</td>
<td>200 feet or more</td>
</tr>
<tr>
<td>Residential zoning district</td>
<td>11:00 p.m.*—8:00 a.m.</td>
<td>50 feet or more</td>
</tr>
<tr>
<td>Nonresidential zoning district</td>
<td>7:00 a.m.—11:00 p.m.*</td>
<td>500 feet or more</td>
</tr>
<tr>
<td>Nonresidential zoning district</td>
<td>11:00 p.m.*—7:00 a.m.</td>
<td>200 feet or more</td>
</tr>
</tbody>
</table>

*12:00 (midnight) on Fridays, Saturdays, and the days prior to a national holiday.
CURRENT ST. PETERSBURG NOISE MITIGATION PROGRAM

- Building Code
  - Permitted days/hours of construction

- Special Events Permitting
  - Standing staff policy for hours of operation
CURRENT ST. PETERSBURG NOISE MITIGATION PROGRAM

- LDRs performance criteria for outdoor bars on private property:
  - Location of outdoor bar prohibited on side of building next to single-family use
  - Outdoor speakers oriented away from residential uses
  - Applicable just to *accessory* outdoor bars:
    - Live music performances prohibited —
    - Hours of operation:
      - Food and drink service not allowed between 11pm and 8am
      - Any use of outdoor area not allowed past hours of operation of principal use and not allowed between 11:15pm and 7am

Note: Accessory outdoor bars are limited to 500 sq. ft.
PEER CITIES RESEARCHED

National Entertainment Cities

- Austin, TX
- Los Angeles, CA
- Nashville, TN
- New Orleans, LA
- Portland, OR
- Seattle, WA

Florida Peer Cities

- Miami
- Orlando
- Sarasota
- Tampa
- West Palm Beach
NATIONAL EXAMPLES: AUSTIN, TX

DECIBEL STANDARDS IN DOWNTOWN
- 85 decibels* max at an outdoor music venue with an occupancy of 600 or fewer people located in the Warehouse District of Sixth Street District, between 10:00 a.m. and 2:00 a.m.

NOISE MEASUREMENT
- Noise from sound equipment is measured at the property line of the business that produces the sound

NOISE ORDINANCE ENFORCEMENT
- Currently Austin Police Department
- This year the City plans to amend the noise ordinance and shift enforcement responsibility in nonresidential areas to some other entity

*85 decibels is approximately equivalent to the noise of a blender at 3’
FLORIDA PEER EXAMPLES: WEST PALM BEACH

DECIBEL STANDARDS IN DOWNTOWN
- 85*-decibels, Clematis Waterfront District or CityPlace District
- 65* decibels, all other areas included in the Downtown Master Plan

NOISE MEASUREMENT
- Measured at least 20 feet from the person, sound device or establishment generating the sound

NOISE ORDINANCE ENFORCEMENT
- Code Enforcement

*85 decibels is approximately equivalent to the noise of a blender at 3’
*65 decibels is approximately equivalent to the noise of a TV at 10’
DECIBEL MAX IN DOWNTOWN – AMPLIFIED SOUND

- **Entertainment Cities**
  - 65 Decibels: 1 city
  - 70 Decibels: 1 city
  - 75 Decibels: 1 city
  - 85 Decibels: 2 cities

- **Florida Cities**
  - 65 Decibels: 2 cities
  - 70 Decibels: 2 cities

85 decibels is approximately equivalent to the noise of a blender at 3’
70 decibels is approximately equivalent to the noise of freeway traffic at 50’
60 decibels is approximately equivalent to the noise of a TV at 10’
## MECHANICAL EQUIPMENT NOISE

<table>
<thead>
<tr>
<th>City</th>
<th>Type of Standard</th>
<th>Maximum Type</th>
<th>Retroactive</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin, TX</td>
<td>Specific</td>
<td>Decibel (70)</td>
<td>Yes</td>
<td>Property line of noise source</td>
</tr>
<tr>
<td>Chicago, IL</td>
<td>Specific</td>
<td>Decibel (55-70)</td>
<td>Yes</td>
<td>From noise source</td>
</tr>
<tr>
<td>Los Angeles, CA</td>
<td>Specific</td>
<td>Ambient + decibel (5-10)</td>
<td>Yes</td>
<td>Property line of receiving property</td>
</tr>
<tr>
<td>Miami, FL</td>
<td>Specific</td>
<td>Ambient + decibel (5-10)</td>
<td>Yes</td>
<td>Property line of receiving property</td>
</tr>
<tr>
<td>Nashville, TN</td>
<td>Specific</td>
<td>Decibel (60-75)</td>
<td>Yes</td>
<td>Property line of noise source</td>
</tr>
<tr>
<td>New Orleans, LA</td>
<td>General</td>
<td>Decibel (45-80)</td>
<td>Yes</td>
<td>Property line of receiving property</td>
</tr>
<tr>
<td>New Port Beach, CA</td>
<td>Specific</td>
<td>Decibel (60-65)</td>
<td>Yes*</td>
<td>From anywhere within the boundary of the receiving property</td>
</tr>
<tr>
<td>New York City, NY</td>
<td>Specific</td>
<td>Decibel (42-45)</td>
<td>Yes</td>
<td>Open window on receiving property</td>
</tr>
<tr>
<td>Orlando, FL</td>
<td>General</td>
<td>Decibel (60-85)</td>
<td>Yes</td>
<td>Property line of noise source</td>
</tr>
<tr>
<td>Portland, OR</td>
<td>General</td>
<td>Decibel (50-75)</td>
<td>Yes</td>
<td>Property line of receiving property</td>
</tr>
<tr>
<td>Sarasota, FL**</td>
<td>General</td>
<td>Plainly audible</td>
<td>N/A</td>
<td>Property line of noise source</td>
</tr>
<tr>
<td>Seattle, WA</td>
<td>General</td>
<td>Decibel (45-70)</td>
<td>Yes</td>
<td>Property line of receiving property</td>
</tr>
<tr>
<td>St. Petersburg**</td>
<td>Specific</td>
<td>Plainly audible</td>
<td>N/A</td>
<td>From noise source</td>
</tr>
<tr>
<td>Tampa, FL</td>
<td>General</td>
<td>Decibel (55-87)</td>
<td>Yes</td>
<td>Decibel: Property line of noise source</td>
</tr>
<tr>
<td>Urbana, IL</td>
<td>Specific</td>
<td>Decibel (55-60)</td>
<td>Yes</td>
<td>Five feet from the property line of the noise source</td>
</tr>
<tr>
<td>West Palm Beach, FL</td>
<td>General</td>
<td>Decibel (65-85)</td>
<td>Yes</td>
<td>From noise source</td>
</tr>
</tbody>
</table>

Note: General means the broad noise ordinance applies; specific means a standard just for mechanical equipment is contained in the noise ordinance.
*Different decibel requirements based on the age of the equipment.
**Sarasota and St. Petersburg exempt air-conditioners if in good working order.
MECHANICAL EQUIPMENT NOISE

NATIONAL EXAMPLES

New York City, New York
42 dBA Single Unit or 45 dBA Multiple Units

Chicago, Illinois
55 dBA at 100+ feet or 70 dBA at 10+ feet

Urbana, Illinois
Remediation Plans

Newport Beach, CA
Noise Ratings on Building Plans
Incentives and Educational Resources

- Duke Energy
  - Residential home energy checks and rebates
  - Multi-family Energy Improvement Rebates
  - Business Energy Efficiency Rebates
- Federal Energy Efficiency Incentives
  - Corporate tax credits and deductions
  - FHA PowerSaver Home Energy Retrofit Loan
  - Residential tax credit
SOUND LEVEL METERS (SLM)

• Cost
  o Measure decibels: approx. $2,000 per SLM
  o Measure decibels with octave band (bass) filter: vary from $6,000 to $20,000 per SLM

• Calibration
  o Daily: By user before and after each measurement
  o Yearly: Send to lab

• Training needed
  o Training provided by SLM sales company (Seattle)
  o Trained for months by city acoustical professional and sent to special 3-day training with national expert (Portland)
NEXT STEPS

• Noise Mitigation Ordinance Draft
  o Decibel limits for certain geographic areas (e.g., based on zoning or some other delineation)
  o Location of measurement
  o Use specific (temporary uses, special events, outdoor performing arts venue)
  o Address noise from air conditioning units
  o Engage expert

• Enforcement considerations
  o Staffing Requirements
    • Codes Compliance Department
    • Police Department
  o Equipment

• Public engagement
  o Downtown noise interest group (citizens, Chamber of Commerce, neighborhood associations and business district)
  o PS & I
  o Final ordinance adoption (DRC, City Council)
<table>
<thead>
<tr>
<th>Topic</th>
<th>Return Date</th>
<th>Date of Referral</th>
<th>Prior Meeting Dates</th>
<th>Referred by</th>
<th>Staff</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modification of existing ordinance to allow for wet zone(s) on</td>
<td>7/28/16</td>
<td>12/4/14</td>
<td>12/11/2014</td>
<td>Kennedy</td>
<td>Legal, Michael Dema</td>
<td>Councilmember Kennedy to reach out to Edge District to gauge level of interest and bring back to committee at an unspecified time. 03/10/2016 - Referred back to Legal for DRAFT ordinance. 05/05/2016 - Draft Ordinance will be to the SPPD by next week. 5/26/2016 - Michael Dema has drafted an ordinance. The EDGE District board will be reviewing the draft ordinance on 06/08/2016. Dema reported draft ordinance to Council 7/28, with unanimous motion to send to 1st reading</td>
</tr>
<tr>
<td>particular days and specific hours and to include the opportunity for fundraising for the Arts endowment</td>
<td></td>
<td></td>
<td>3/10/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical Noise/Downtown Noise</td>
<td>7/28/16</td>
<td>6/16/16</td>
<td></td>
<td>Kornell</td>
<td>Dave Goodwin</td>
<td>Direct request to CM Kornell Dave Goodwin. Goodwin gave report 7/28 and Council asked him to continue to work on a plan.</td>
</tr>
<tr>
<td>Marijuana Civil Citation Program</td>
<td>8/11/2016 COW</td>
<td>10/1/15</td>
<td>12/11/2015</td>
<td>Kornell</td>
<td>Legal Mark Winn</td>
<td>discussion on creation of a Marijuana Civil Citation Program Ordinance. 4/28/16 - Council referred back to PSI in 90 days</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3/10/2016</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>4/28/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continue discussion of Vehicle for Hire Ordinance</td>
<td>8/24/16</td>
<td>4/21/16</td>
<td></td>
<td>Kennedy</td>
<td>Legal - Judd</td>
<td>Discussion of Vehicle for Hire Ordinance with focus on Transportation Netwok Companies, including background checks, insured and handicap accessibility requirements; 5/26/16 - Mayor's office is working with legal on draft ordinance, expect something within next month</td>
</tr>
<tr>
<td>Topic</td>
<td>Return Date</td>
<td>Date of Referral</td>
<td>Prior Meeting Dates</td>
<td>Referred by</td>
<td>Staff</td>
<td>Notes</td>
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<td>Claude Tankersly to return with a report on cooling systems;</td>
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<td>Rick Dunn to return with a report on how other cities handle</td>
</tr>
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<td></td>
<td>noise/recommended changes</td>
</tr>
<tr>
<td>Revision to sign ordinance to all advertisement</td>
<td>4/21/16</td>
<td>5/26/16</td>
<td></td>
<td>Legal</td>
<td></td>
<td>discussion on revising sign ordinance to allow advertisement on bus</td>
</tr>
<tr>
<td>on bus shelters that are constructed with private</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>shelters constructed with private sector funds 5/5/16 - legal is</td>
</tr>
<tr>
<td>sector funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ready to proceed</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>5/26/16 - Gerdes made motion for legal to meet with LEMA Construction</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>for the purpose of putting together a document that would comply</td>
</tr>
<tr>
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<td></td>
<td>with the written authorization requirement in the Florida Statutes</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>including discussions with PSTA. Legal said, on 6/16/16, they will</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>bring back to PSI in July.</td>
</tr>
<tr>
<td>Topic</td>
<td>Return Date</td>
<td>Date of Referral</td>
<td>Prior Meeting Dates</td>
<td>Referred by</td>
<td>Staff</td>
<td>Notes</td>
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<tr>
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</tr>
<tr>
<td>Police Athletic League Building</td>
<td></td>
<td>12/3/15</td>
<td>12/17/16</td>
<td>Kennedy</td>
<td>Real Estate</td>
<td>Referring to Public Services &amp; Infrastructure Committee a report on the PAL Building condition, repairs and costs. 05/05/2016- Sent an Email and left a voice mail With Bruce Grimes 05/17/2016- Referred to Gary Cornwell 05/26/2016- Still need an assessment of the building and what work needs to be done 06/01/2016- Gary Cornwell stated on 05/26/2016 that he would get into contact with Bruce Grimes to see where they were at with the condition of the building, what was needed for repair and the history of money put into the building by the city already.</td>
</tr>
<tr>
<td>Airbnb Discussion</td>
<td>9/15/16</td>
<td>1/14/16</td>
<td></td>
<td>Kennedy</td>
<td>Codes</td>
<td>Policy discussion regarding regulation of vacation rentals 25/16 - Steve Korenill requested more information (report from Rob Gerdes &amp; legal) re San Francisco Airbnb lawsuit. Invite a rep from tax collectors office to meeting; referred to a COW</td>
</tr>
<tr>
<td>St. Petersburg Downtown Partnership Looper Funding and Possible Expansion</td>
<td></td>
<td>3/10/16</td>
<td></td>
<td>Kennedy</td>
<td>Parking &amp; Transportation</td>
<td>discussion on Looper funding and possible expansion 5/05/16 - waiting on PSTA for a downtown circulation study 5/25/16 - PSTA is doing a study for the downtown transportation now that the grid system is in place. Report due by before end of year - November</td>
</tr>
<tr>
<td>Potential for expanding reclaimed water system</td>
<td></td>
<td>5/12/16</td>
<td></td>
<td>Gerdes</td>
<td>Water Resources</td>
<td>Report from staff regarding reclaimed water system</td>
</tr>
<tr>
<td>Topic</td>
<td>Return Date</td>
<td>Date of Referral</td>
<td>Prior Meeting Dates</td>
<td>Referred by</td>
<td>Staff</td>
<td>Notes</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
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<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Enhancing the SPPD Enforcement Traffic Unit</td>
<td></td>
<td>5/19/16</td>
<td></td>
<td>Foster</td>
<td>Police Chief Holloway</td>
<td>Increasing Police budget to have more traffic enforcement 5/26/16 - CM Nurse requested what the fiscal impact of enforcement is.</td>
</tr>
<tr>
<td>Green Cart Initiative Amendment to Regulations for Pushcart Vending</td>
<td></td>
<td>6/16/16</td>
<td></td>
<td>Rice</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TO: The Honorable Amy Foster, Chair, and Members of City Council

FROM: Housing Services Committee: Karl Nurse, Committee Chair, Darden Rice, Committee Vice-Chair, Charlie Gerdes, Council Member, Lisa Wheeler Bowman, Council Member, and Ed Montanari, Council Member

RE: Housing Services Committee Meeting of July 28, 2016

New Business:

**Update of the Foreclosure Pilot Program, Rob Gerdes, Codes Compliance Assistance Director**

Robert Gerdes provided an update on the Foreclosure Pilot Program. He discussed that Mr. Weidner and Jordan Wolfgram of the Legal Department has worked with the Codes Compliance Assistance Department to get the program up and running. During the month of March there were 55 properties and today the total stands at 76 properties. Mr. Gerdes reported that liens were released on 26 properties which were foreclosed and sold at judicial auction. Mr. Gerdes also discussed that $151,000 in revenues and an additional $78,000 in revenues have been realized.

Mr. Gerdes described Challenges and Benefits of the program. Challenges involve cases where properties are sold at auction where the buyer walks away. The sale usually has to be rescheduled. Some of the reasons may be additional encumbrances that may have been added to the properties that causes this action.

Mr. Gerdes described the benefits as, significantly less code violations after sale, less strain on sanitation, and less stress on staff.

Chair Nurse responded that the program has been very successful in improving properties that had no hope.

Council Member Montanari asked is there any recourse when a buyer walks away from a deal. Mr. Gerdes responded that the department contacts the buyers to determine why they walked away.

Council Member Gerdes discussed that he is pleased that the program is fiscally responsible, and asked is this a program that could eliminate these properties altogether? Mr. Dove responded that this would be the ideal. We’re slowly working toward that goal, although we have only currently identified about 300 of the 700 plus such properties.

**Action:** No action taken.

**St. Petersburg Housing Authority (SPHA) update, Tony Love, Chief Executive Officer**

Mr. Love thanked the Committee for inviting him to discuss the St. Petersburg Housing Authority (SPHA). Mr. Love’s first order of business was to discuss the recommendation of Artesha Adras a public housing resident to become a member of the St. Petersburg Housing Authority Board of Directors. He discussed that the item was deferred from a previous meeting. Ms. Robin Adams, an executive of SPHA introduced Ms. Adras and discussed that she became a certified Licensed Practical Nurse (LPN) and has been working as an LPN since September.
Council Member Gerdes congratulated Ms. Adras on obtaining her LPN and discussed that he is looking for somebody who will not be meek and quiet and will stand up when things need to be accomplished. He asked Ms. Adras if he can receive a commitment from her to be that person.

Council Member Lisa Wheeler-Bowman said that she con vouch for Ms. Adras as a member of the community.

Council Member Kornell discussed that he would like to work together with SPHA, but there are some questions to be asked about the current state of Jordan park, and he would like a greater change to be made out of this situation, and not a quick fix.

Council Chair Foster discussed that the selection of board members is very important. The members selected should align with City Council’s views. The members should have tenacity. It is very important to have a resident on board, however, there are recent instances of residents who speak out who said they were in danger of losing their housing. Chair Foster does not want that situation to happen here.

Action: A motion was made to recommend to Full Council the appointment of Ms. Artesha Adras to the Board of Directors of the St. Petersburg Housing Authority.

Mr. Love discussed that the housing authority does not own or manage Jordan Park. When deficiencies are found, they are followed-up and repaired. Management is committed to making a safe and decent place to live for residents. SPHA was not informed of the poor conditions such as the tall grass. SPHA is negotiating a sale price to get Jordan Park back into its ownership. The housing will continue to be affordable and decent. An agreement has been made with a pest control company for extermination. They will continue to monitor at regular intervals. Management is moving in the right direction, air conditioners have been replaced and grass has been cut. If SPHA wished to secure new management, there would be a six-month gap in services for residences.

Ms. Terry Lipsey-Scott discussed that residents come to the Carter G. Woodson museum to file complaints. Residents have also been consulting with legal aid for information on their rights and recourse as tenants. Ms. Lipsy-Scott discussed that SPHA was well aware of the conditions of the units, at least as of last July. Pictures were taken. This is not a new issue. Residents’ complaints have gone unanswered until media attention came to Jordan Park. She discussed that blame can be shared between SPHA, City Council, Codes, the City and many others.

Mr. Dove discussed that Codes and Sanitation have been on site as soon as they were made aware.

Council Member Wheeler-Bowman asked Mr. Love if he forsee keeping this management company when the contract ends at six months. Mr. Love discussed that he met with the company and had a positive interaction. His goal is to own and manage Jordan Park. Staff is scheduled to attend training. It is anticipated that they will at least be managing SPHA until December. He was not sure if the company will continue to manage Jordan Park after that. Mr. Love also disclosed that since Jordan Park is not public housing, a resident would not be eligible to be a member of SPHA Board of Directors.

Chief Operating Officer Melinda Perry discussed that SPHA have been working with lawyers since January to figure out exactly how the property can be acquired. SPHA would like to request that City Council forgive its CDBG debt of $3,127,000 that was provided for the infrastructure of Jordan Park in order for them to move forward.

Chair Nurse discussed that he has an issue with the management company getting away with payment after these issues have occurred on their watch.
Mr. Love discussed that the people managing Jordan Park have nothing to do with the purchase price.

Council Member Kornell discussed that he does not see the use of taxpayer dollars to forgive a company that neglected people as a good investment.

Mr. Love responded that the company is willing to give some concessions.

Council Chair Foster asked if from January the focus has been on the acquisition of the property, and not on improving the conditions of the residents, and did this only happen after the media covered the problem.

Mr. Love responded that SPHA was only aware of the exterior problems, not the interior problems. SPHA can only request changes from management and follow-up until the issues are resolved. The workshop in January only addressed the exterior issues. Deficiencies are usually addressed within a week or two.

Ms. Terry Lipsey-Scott discussed that residents were notified that if there were any outside vendors on site (third party inspectors) that their lease would be in jeopardy.

Mr. Love responded that management disseminated a notice to residents because the inspector was not invited or given permission to inspect the site. He removed cover plates and was in a crawl space. The notice to residents was because of this action.

**Action:** A motion was made for City Council to request the management company to allow Code Enforcement to inspect units at Jordan Park, also to notify residents of inspection by Code Enforcement.

Council Member Kennedy requested that Administration report back to the Housing Services Committee within 30 days of the outcome of the inspections.

**Next meeting:** The next meeting to be held on August 25, 2016 beginning at 10:30 a.m.

**Topics:**

Discussion items to be determined.

Committee Members
Karl Nurse, Chair
Darden Rice, Vice-Chair
Charlie Gerdes, Council Chair
Lisa Wheeler-Bowman, Council Member
Ed Montanari, Council Member
A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL REQUESTING ADMINISTRATION TO SEEK AUTHORIZATION FROM JORDAN PARK DEVELOPMENT PARTNERS, THROUGH THEIR MANAGEMENT COMPANY WINN RESIDENTIAL, TO ALLOW THE CITY OF ST. PETERSBURG CODES COMPLIANCE ASSISTANCE DEPARTMENT TO INSPECT ALL UNITS AT THE JORDAN PARK APARTMENTS AND PROVIDE NOTICE TO TENANTS THEREOF, AND ADDITIONALLY REQUEST THAT WINN RESIDENTIAL NOTIFY RESIDENTS OF THE AVAILABILITY OF CITY CODES INSPECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current state of living conditions at the Jordan Park Apartments was discussed at the City of St. Petersburg City Council (“City Council”) Housing Services Committee (“Committee”) on July 28, 2016; and

WHEREAS, after hearing testimony of a representative of Jordan Park Apartments residents, representatives from the St. Petersburg Housing Authority, and the City of St. Petersburg Codes Compliance Assistance Department, the Committee determined that to provide protection and reassurance to residents who wish to lodge complaints and have their units inspected, a universal inspection of all units may be required; and

WHEREAS, in compliance with constitutional protections against unreasonable searches, all tenants should be properly noticed of pending inspections and given the opportunity to deny consent, or opt out of the inspections; and

WHEREAS, the Committee requested that a resolution be prepared and presented to City Council requesting Administration to seek authorization and notice for inspections by the Codes Compliance Assistance Department to be conducted in all Jordan Park Apartment units, and that Winn Residential should notify tenants that they may request such inspection on their own.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this City Council requests Administration to seek authorization from Jordan Park Development Partners, through their management company Winn Residential, for the City of St. Petersburg Codes Compliance Assistance Department to perform interior inspections of all units at the Jordan Park Apartments. Such authorization shall include notice to the tenants of Jordan Park Apartments that they may opt out of inspections performed by the City.

BE IT FURTHER RESOLVED, that in addition to seeking such authorization for an inspection of all units, the City Council requests Administration to request Winn Residential to notify tenants that they may individually request interior inspections from the City at any time.
This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: _____________________________
To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Approving the purchase of fuel from James River Solutions, LLC, Inc. for the Fleet Management Department at an estimated annual cost of $4,031,350.

Explanation: On June 1, 2016, Hillsborough Area Regional Transit (HART) received eight bids for petroleum fuel products on behalf of the consortium which includes the City of St. Petersburg, Pinellas Suncoast Transit Authority (PSTA), Hillsborough County Board of County Commissioners, and Lakeland Area Mass Transit District.

The vendor will furnish and deliver 87 octane unleaded gasoline and ultra-low sulfur diesel No. 2 fuel in transport loads (7,500 gallons or more). Fleet Management stores, dispenses and tracks use of fuel for the city's rolling stock. Approximately one percent of this fuel is resold to USF, St. Petersburg Housing Authority and The Looper Group.

Diesel and unleaded fuel will be purchased using Oil Price Information Service (OPIS) daily pricing. The OPIS price per gallon is based on the Port of Tampa Gross Contract (10am feed) published the day the order is delivered plus a fixed fee for delivery and applicable taxes.

The price per gallon is based on Port of Tampa Florida average terminal rack prices published daily in Oil Price Information Service, United Publications (OPIS) the day the order is placed plus a fixed fee for delivery and applicable taxes. The average cost is based on 2016 projections from the U.S. Energy Information Administration (EIA).

The Procurement Department, in cooperation with the Fleet Management Department, recommends approval:

<table>
<thead>
<tr>
<th>James River Solutions, LLC</th>
<th>Gallons</th>
<th>Price per gallon</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diesel, No. 2</td>
<td>805,044</td>
<td>$2.668</td>
<td>$2,147,857</td>
</tr>
<tr>
<td>Average Cost</td>
<td>2.3284</td>
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<tr>
<td>Fixed fee</td>
<td>(0.0333)</td>
<td></td>
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</tr>
<tr>
<td>Taxes</td>
<td>0.3396</td>
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<td></td>
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<tr>
<td>Gasoline, 87 Octane</td>
<td>822,127</td>
<td>$2.291</td>
<td>$1,883,493</td>
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<tr>
<td>Average Cost</td>
<td>1.9504</td>
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<tr>
<td>Fixed fee</td>
<td>(0.0185)</td>
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<tr>
<td>Taxes</td>
<td>0.3406</td>
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<tr>
<td>Total</td>
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<td>$4,031,350</td>
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</tbody>
</table>

The vendor has met the specifications, terms and conditions of HART Bid No. IFB-19877 dated April 26, 2016. This purchase is made in accordance with Section 2-256 (1) of the Procurement Code which authorizes the Mayor or his designee to participate in a joint bid process with other governmental entities. A blanket purchase agreement will be issued to the vendor and will be binding only for actual product received. This agreement will be effective through September 30, 2017.

Continued on Page 2
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Management Fund (5001), Fleet Mechanical Costs (6002527).

Attachments:  Bid Tabulation  
Price History  
Resolution

Approvals:  

[Signatures]  
Administrative  
Budget
<table>
<thead>
<tr>
<th>Line</th>
<th>Item</th>
<th>Description</th>
<th>Markup Per Gallon</th>
<th>Markup Per Gallon</th>
<th>Markup Per Gallon</th>
<th>Markup Per Gallon</th>
<th>Markup Per Gallon</th>
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<tr>
<td>1</td>
<td>12-MONTH TERM - HART</td>
<td>Diesel Fuel Purchased via NYMEX (Hunting Oil No. 2) 42,000 Gallon Contract</td>
<td>0.0965</td>
<td>0.115</td>
<td>0.1014</td>
<td>0.24</td>
<td>0.148</td>
<td>No Bid</td>
<td>0.1515</td>
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<td>2</td>
<td>12-MONTH TERM - HART</td>
<td>Diesel Fuel Purchased via NYMEX (Hunting Oil No. 2) 21,000 Gallon Contract</td>
<td>0.0955</td>
<td>0.125</td>
<td>0.1014</td>
<td>0.24</td>
<td>0.148</td>
<td>No Bid</td>
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<tr>
<td>3</td>
<td>12-MONTH TERM - HART</td>
<td>Diesel Fuel Purchased via OPIS (Transport Truck Delivery)</td>
<td>(0.0225)</td>
<td>(0.0075)</td>
<td>(0.0088)</td>
<td>0.0113</td>
<td>(0.0363)</td>
<td>0.0105</td>
<td>(0.0034)</td>
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<td>4</td>
<td>12-MONTH TERM - COSP</td>
<td>Diesel Fuel Purchased via OPIS (Transport Truck Delivery)</td>
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<td>(0.0034)</td>
<td>(0.0035)</td>
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<td>5</td>
<td>12-MONTH TERM - COSP</td>
<td>Diesel Fuel Purchased via OPIS (Transport Truck Delivery)</td>
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<td>(0.0172)</td>
<td>(0.0130)</td>
<td>(0.0042)</td>
<td>(0.0185)</td>
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<tr>
<td>6</td>
<td><strong>OPTION</strong></td>
<td>Diesel Fuel Purchased via OPIS (Transport Truck Delivery)</td>
<td>(0.0127)</td>
<td>(0.0038)</td>
<td>0.0017</td>
<td>0.0154</td>
<td>(0.0264)</td>
<td>0.0214</td>
<td>0.0109</td>
<td>0.0050</td>
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<td>7</td>
<td><strong>OPTION</strong></td>
<td>Diesel Fuel Purchased via OPIS (Transport Truck Delivery)</td>
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<td>0.0017</td>
<td>0.0154</td>
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<td>(0.0205)</td>
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<td>0.0150</td>
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<td>15</td>
<td><strong>OPTION</strong></td>
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<td>0.0172</td>
<td>0.0150</td>
<td>0.1990</td>
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<tr>
<td>16</td>
<td><strong>OPTION</strong></td>
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<td>17</td>
<td><strong>OPTION</strong></td>
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<td>0.0172</td>
<td>0.0150</td>
<td>0.1990</td>
<td>0.1262</td>
<td>0.3250</td>
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<td>Item</td>
<td>Description</td>
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<td>6-months ago</td>
<td>3-months ago</td>
<td>current</td>
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<td>1</td>
<td>Unleaded, 87 Octane</td>
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<td>Diesel, #2</td>
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</table>
A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT (BLANKET AGREEMENT) FOR THE PURCHASE OF DIESEL AND UNLEADED FUEL FROM JAMES RIVER SOLUTIONS, LLC AT A TOTAL COST NOT TO EXCEED $4,031,350 FOR THE FLEET MANAGEMENT DEPARTMENT UTILIZING HART BID NO. IFB-19877; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2-256(a) of the City Code, the City is permitted to participate in cooperative bid processes with other governmental entities when it is in the best interest of the City; and

WHEREAS, on June 1, 2016, HART received eight bids for petroleum fuel products on behalf of a consortium which includes the City of St. Petersburg, Pinellas Suncoast Transit Authority, Hillsborough County Board of Commissioners, and Lakeland Area Mass Transit District in response to its Bid No. IFB-19877 dated April 26, 2016; and

WHEREAS, James River Solutions, LLC has met the specifications, terms and conditions of HART Bid No. IFB-19877; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that award of an agreement (Blanket Agreement) to James River Solutions, LLC for the purchase of diesel and unleaded fuel at a total cost not to exceed $4,031,350 for the Fleet Management Department utilizing HART Bid No. IFB-19877 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)
To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Rescinding an award to Sign Design of Florida dba Mid-Florida Signs & Graphics in the amount of $242,370 and awarding a contract to Don Bell Signs LLC for wayfinding signs for the Transportation & Parking Management Department at a total cost of $310,593.

Explanation: The Procurement Department received eight bids for the installation of 89 wayfinding signs. On June 16, 2016 City Council awarded the contract to Sign Design of Florida dba Mid-Florida Signs & Graphics, the low bidder, in the amount of $242,370. On June 23, 2016, Sign Design of Florida dba Mid-Florida Signs & Graphics notified the City that they would not execute the Agreement for the Awarded amount. The city will seek liquidated damages from the surety company executing the vendor's bid bond.

Therefore, in order to proceed with the work, administration recommends that City Council rescind the award to Sign Design of Florida dba Mid-Florida Signs & Graphics and award to Don Bell Signs LLC, the second lowest bidder. Don Bell Signs LLC will furnish all labor, equipment, and materials necessary to install 89 vehicular directional signs in downtown.

Wayfinding systems with appropriate signage serve a vital role for the City and help to establish a place brand. They inform, guide, and motivate visitors and residents and list major destinations that have met destination eligibility criteria. The first wayfinding signs were installed in downtown in 2003 as an interim measure until a more comprehensive program could be developed. The City's wayfinding program was first established in 2006/2007 and previously known as wayfaring. However, projects within the capital program were placed on hold during the economic downturn. Funding was approved in FY2015 to reinitiate the first phase of the program using the City's new branding color palette. The first phase which includes the 89 vehicular directional signs in downtown is included within this project.

An add-alternative to this contract that includes fabrication and installation of additional signs within the program's sign family including ground-mounted parking directional signs is planned to follow on quickly behind the first phase. These add-on signs would be supplementary to the 89 primary signs and can be initiated through additional requisitions with this contractor; while not anticipated, any requisitions for such work that exceed $25,000 in additional expense would be put forward for Council's consideration and approval prior to authorization. Funding for structure-based parking identification signs at the City's municipal garages and major surface lots has been included with the proposed FY2017 Capital Improvement Program budget as a separate project. The entire wayfinding project is proposed to include additional phases through FY 2019 including wayfinding outside of downtown, pedestrian wayfinding and additional routing signs within the downtown. For example, phase 1 includes signs for east-west movement on Central Avenue while future phases could also provide wayfinding signage for the 1st Avenues for east-west movement in the core.

The Contractor will begin work for the 89 vehicular directional signs approximately 14 calendar days from written Notice to Proceed and is scheduled to complete the work within 150 consecutive calendar days thereafter. Bids were opened on March 3, 2016 and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Don Bell Signs LLC</td>
<td>$310,593.00</td>
</tr>
<tr>
<td>Creative Mailbox Designs LLC dba Creative Sign Designs</td>
<td>$354,648.17</td>
</tr>
<tr>
<td>Color-Ad Inc.</td>
<td>$369,563.17</td>
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<tr>
<td>Allied Environmental Signage LLC</td>
<td>$382,400.00</td>
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<tr>
<td>Thomas Sign &amp; Awning Company Inc.</td>
<td>$396,215.00</td>
</tr>
<tr>
<td>Jam 5:20 Inc.</td>
<td>$445,984.00</td>
</tr>
<tr>
<td>Waybaytay Holdings Inc. dba Signs Etc.</td>
<td>$422,931.23</td>
</tr>
</tbody>
</table>

Continued on Page 2
Don Bell Signs LLC, the second lowest responsible bidder, has met the specifications, terms and conditions of Bid No. 5995 dated March 3, 2016. This company was incorporated in 1947 as Don Bell Signs. This Company is located in Port Orange, Florida. Previous projects include Woolbright Development in Port Orange, Florida and Gateway Bank in Ormond Beach, FL.

Cost/Funding/Assessment Information: Funds are available in the Neighborhood & Citywide Infrastructure Fund 3027, Wayfinding Signage and Sign Replacement Project 14618.

Attachments: Destination List (subject to final approval before construction)
Illustrations of Wayfinding Sign Family
Resolution

Approvals:

[Signature]
Administrative

[Signature]    7.20.16
Dennis L. Fuller
Budget
<table>
<thead>
<tr>
<th>Business Districts</th>
<th>Cultural</th>
<th>Duke Energy Center for the Arts</th>
<th>Government</th>
<th>Parks &amp; Recreation</th>
<th>Education/Institutional</th>
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<tr>
<td>Central Arts District</td>
<td>Holocaust Museum</td>
<td>Dali Museum</td>
<td>County Courthouse</td>
<td>Downtown Waterfront</td>
<td>USF St Petersburg</td>
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<td>Beach Dr District</td>
<td>Chihuly Collection</td>
<td>Mahaffey Theater</td>
<td>City Hall</td>
<td>Vinoy Park</td>
<td>SPC Downtown Ctr</td>
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<td>Grand Central District</td>
<td>Museum of Fine Arts</td>
<td>Royal Theater</td>
<td>SPC</td>
<td>N Straub Park</td>
<td>SPC Gibbs Campus</td>
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<tr>
<td>Tyrone District</td>
<td>Museum of History</td>
<td>St Pete City Theater</td>
<td>Public Library</td>
<td>Demens Landing</td>
<td>SPC Allstate Ctr</td>
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<tr>
<td>4th Street District</td>
<td>The Coliseum</td>
<td>Jungle Prada</td>
<td>Historic</td>
<td>North Shore Pool Complex</td>
<td>SPC Midtown Ctr</td>
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<tr>
<td>16th Street District</td>
<td>Science Ctr of Pinellas</td>
<td>St Pete Opera Company</td>
<td>Jannus Block</td>
<td>Weedon Island Preserve</td>
<td>Eckerd College</td>
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<tr>
<td>22nd Street District</td>
<td>Great Explorations</td>
<td>Museum of Arts &amp; Crafts</td>
<td>Visitor Centers</td>
<td>Boyd Hill Preserve</td>
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<td>49th Street District</td>
<td>Sunken Gardens</td>
<td>Museum TBD</td>
<td>Visitor Ctr Chamber of Comm</td>
<td>Pinellas Trail</td>
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<td>West Central District</td>
<td>Florida CraftArt</td>
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<td>Regional Attractions</td>
<td>City Marina</td>
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<tr>
<td>Midtown District</td>
<td>American Stage</td>
<td></td>
<td></td>
<td>Dell Holmes Water Park</td>
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<td>Dr MLK District</td>
<td>Morean Arts Center</td>
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<td>The EDGE District</td>
<td>Palladium Theater</td>
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<td>The Deuces District</td>
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</table>
stakeholder meetings

proposed sign family

Primary Gateway
Downtown Trailblazer
District Arrival
Destination Directional - 6" Copy
Primary Destination Directional

Secondary Destination Directional
Sub-District Destination Directional
Destination Arrival
Parking Trailblazers
Parking Arrival

DISTRICT COLORS:
- Red
- Green
- Gold
- Orange
A RESOLUTION RESCINDING THE AWARD OF AN AGREEMENT TO SIGN DESIGN OF FLORIDA D/B/A MID-FLORIDA SIGNS & GRAPHICS, IN AN AMOUNT NOT TO EXCEED $242,370 FOR WAYFINDING SIGNS; ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO DON BELL SIGNS LLC AT A TOTAL COST NOT TO EXCEED $310,593 FOR WAYFINDING SIGNS FOR THE TRANSPORTATION & PARKING MANAGEMENT DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement and Supply Management Department received eight bids for wayfinding signs pursuant to Bid No. 5995 dated March 3, 2016; and

WHEREAS, on June 16, 2016, the bid from Sign Design of Florida D/B/A Mid-Florida Signs & Graphics ("Mid-Florida Signs"), the apparent low bidder, was accepted and an agreement awarded in the amount of $242,370; and

WHEREAS, on June 23, 2016, Mid-Florida Signs notified the City that they would not execute the Agreement for the awarded amount; and

WHEREAS, as a result of this action, City Council recommends rescinding the award to Mid Florida Signs; and

WHEREAS, the second lowest bidder, Don Bell Signs LLC has met the requirements of Bid No. 5995; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Transportation and Parking Management Department, recommends this award.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of an agreement to Sign Design of Florida d/b/a Mid-Florida Signs & Graphics in an amount not to exceed $242,370 for wayfinding signs is hereby rescinded; and

BE IT FURTHER RESOLVED that the bid and award of an agreement to Don Bell Signs LLC at a total cost not to exceed $310,593 for wayfinding signs for the Transportation and Parking Management Department is hereby approved and the Mayor or Mayor's Designee is authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of August 4, 2016

To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Awarding a contract to JAM 5:20, Inc. in the amount of $138,865.00 for the Port Terminal Building - Port Security Office Relocation Project; approving a supplemental appropriation in the amount of $55,000 from the unappropriated balance of the Port Capital Improvement Fund (4093) to the Port Wharf Renovations/Improvements FY14 Project; and providing an effective date (Engineering Project No. 14229-019, Oracle Project No. 14122).

Explanation: The work consists of furnishing all labor, materials, tools, equipment and services necessary to relocate the existing Port Security offices to the open baggage claim area of the Port Terminal Building, located at 250 8th Avenue NE. The work includes selective interior demolition of portions of the existing terminal and baggage claim area to include removal of partitions and finishes, construction of new partitions, new finishes, plumbing to install a new restroom and mechanical work to provide HVAC to a currently un-air-conditioned area. The Port Security Offices are being relocated to provide space for future tenant improvements within the Port Terminal Building pursuant to the lease agreement with the Pier Aquarium, Inc.

On May 21, 2015, City Council approved a three-year lease agreement with the Pier Aquarium, Inc. for the use of the Port Terminal Building as the future home of the "Secrets of the Sea Marine Exploration Center and Aquarium." The Port Terminal Building consists of an air-conditioned terminal area of approximately 4,746 square feet (Building "A") and an open air baggage claim area of approximately 6,834 square feet (Building "B"). The lease obligates the City to perform certain base improvements. The Port Terminal Building will then be turned over to the tenant for its use in completing the improvements and installing the Secrets of the Sea exhibits and displays.

The contractor will begin work approximately ten (10) calendar days from written Notice to Proceed and is scheduled to complete the work within sixty (60) consecutive calendar days thereafter.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAM 5:20, Inc. (Largo, FL)</td>
<td>$138,865.00</td>
</tr>
<tr>
<td>Bob Carroll Building Contractor, Inc. (Port Richey, FL)</td>
<td>$172,657.00</td>
</tr>
<tr>
<td>R. Krueger Construction, Inc. (Oldsmar, FL)</td>
<td>$177,907.04</td>
</tr>
</tbody>
</table>

Recommendation: Administration recommends awarding this contract to JAM 5:20, Inc. in the amount of $138,865.00. JAM 5:20, Inc. has met the specifications, terms and conditions of IFB No. 6115 dated May 26, 2016. JAM 5:20, Inc. has satisfactorily completed similar work for the City, including the Clearwater Beach Recreational Center, City of Clearwater. JAM 5:20, Inc. is a City certified SBE. The principals are Kenneth Thompson, President, and Susan A. Thompson, Secretary.

Cost/Funding/Assessment Information: Funds will be available after a supplemental appropriation in the amount of $55,000 from the unappropriated balance of the Port Capital Improvement Fund (4093) to the Port Wharf Renovations/Improvements FY14 Project (14122).

Attachments: Resolution

Approvals:

[Signatures]

Administrative

Budget
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO JAM 5:20 INC. IN AN AMOUNT NOT TO EXCEED $138,865.00 FOR THE PORT TERMINAL BUILDING-PORT SECURITY OFFICE RELOCATION PROJECT (14229-019); AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $55,000 FROM THE UNAPPROPRIATED BALANCE OF THE PORT CAPITAL IMPROVEMENT FUND (4093) TO THE PORT WHARF RENOVATIONS/IMPROVEMENTS FY14 PROJECT (ORACLE NO. 14122); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received three bids for the Port Terminal Building-Port Security Office Relocation Project pursuant to IFB No. 6115 dated May 26, 2016; and

WHEREAS, JAM 5:20 Inc. has met the specifications, terms and conditions of IFB No. 6115; 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 JAM 5:20 Inc. in an amount not to exceed $138,865.00 for completion of the Port Terminal Building-Port Security Office Relocation Project is hereby approved and the Mayor or Mayor's designee is hereby authorized to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that the following supplemental appropriation for Fiscal Year 2016 is hereby approved:

Port Capital Improvement Fund (4093)
Port Wharf Renovations/Improvements FY14 Project (14122) $55,000

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)  

[Signature]

Budget Department  

[Signature]
TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: A resolution acknowledging the selection of ASRus, LLC and Leggette, Brashears & Graham, Inc. to provide miscellaneous professional services for Underground Injection Wells and Monitoring Wells Systems Projects for the City of St. Petersburg ("City"); authorizing the Mayor or his designee to execute the City’s standard form architect/engineering agreement; and providing an effective date.

EXPLANATION: On July 8, 2016, the Selection Committee selected the firms of ASRus, LLC and Leggette, Brashears & Graham, Inc. to provide miscellaneous professional services for Underground Injection Wells and Monitoring Wells Systems Projects.

Professional architectural/engineering services under the A/E Agreements will provide for fields of expertise, including, but not necessarily limited to: planning; programming and design development; conceptual, preliminary and detailed design; preparation of construction plans and specifications; permitting; bidding assistance; and construction administration, quality control services and facility start-up. The Engineer will be expected to provide services as requested for various traffic calming, bicycle/pedestrian and development of regional impact improvements on a continuing basis as funding becomes available.

The consultants’ services under the A/E Agreements will be described in task orders. Each task order, after Council approval (if required) and execution, shall become a supplement to and part of the A/E Agreement with the firm. The A/E Agreement is for one (1) year and shall automatically renew for three (3) additional one (1) year periods unless otherwise terminated by either party, or until each authorized task order has been completed.

RECOMMENDATION: Administration recommends acknowledging the selection of ASRus, LLC and Leggette, Brashears & Graham, Inc. to provide miscellaneous professional services for Underground Injection Wells and Monitoring Wells Systems Projects for the City of St. Petersburg ("City"), authorizing the Mayor or his designee to execute the City’s standard form architect/engineering agreement; and providing an effective date.

COST: Funds have been previously appropriated in projects and programs, and user agencies, or will be appropriated at the time a task order is approved by City Council.

ATTACHMENTS: Resolution

APPROVALS:

Administrative

Budget
RESOLUTION NO. 2016-_____

A RESOLUTION ACKNOWLEDGING THE SELECTION OF ASRus, LLC AND LEGGETTE, BRASHEARS & GRAHAM, INC. TO PROVIDE MISCELLANEOUS PROFESSIONAL SERVICES FOR UNDERGROUND INJECTION WELLS AND MONITORING WELLS SYSTEMS PROJECTS FOR THE CITY OF ST. PETERSBURG ("CITY"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S STANDARD FORM ARCHITECT/ENGINEERING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Engineering and Capital Improvements Department issued a request for qualifications ("RFQ") in accordance with the requirements set forth in Florida Statute §287.055 (the Consultant’s Competitive Negotiation Act) to engage the most qualified firms to provide miscellaneous professional services for Underground Injection Wells and Monitoring Wells Systems Projects for the City of St. Petersburg ("City"); and

WHEREAS, the Selection Committee selected ASRus, LLC and Leggette, Brashears & Graham, Inc. as the most qualified firms; and

WHEREAS, the most qualified firms selected pursuant to the RFQ process are required to execute the City’s form architect/engineering agreement ("A/E Agreement"); and

WHEREAS, the A/E Agreement is for one (1) year and shall automatically renew for three (3) additional one (1) year periods unless otherwise terminated by either party; and

WHEREAS, ASRus, LLC and Leggette, Brashears & Graham, Inc. have agreed to the terms and conditions set forth in the A/E Agreement; and

WHEREAS, from time to time the City issues task orders to such firms to perform miscellaneous professional services in accordance with the A/E Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of ASRus, LLC and Leggette, Brashears & Graham, Inc. to provide miscellaneous professional services for Underground Injection Wells and Monitoring Wells Systems Projects is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City’s form architect/engineering agreement.
This resolution shall become effective immediately upon its adoption.

Approved by:

Tom Steurer
Legal Department
By: (City Attorney or Designee)

Approved by:

Thomas B. Gibson, P.E.
Engineering Director
MEMORANDUM
Council Meeting of August 4, 2016

TO: Members of City Council
FROM: Mayor Rick Kriseman
RE: Reappointment of Gregory R. Holzwart as a regular member, non-category, to the Code Enforcement Board to fill a three-year term ending December 31, 2018.

I respectfully request that Council reappoint Gregory R. Holzwart as a regular member, non-category, to the Code Enforcement Board to fill a three-year term ending December 31, 2018.

A copy of his resume has been provided to the Council office for your information.

RK/cs
Attachment
cc: M. Dove, Neighborhood Affairs Director
    R. Gerdes Code Compliance Assistance Director
A RESOLUTION REAPPOINTING A
REGULAR MEMBER TO THE CODE
ENFORCEMENT BOARD; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
this Council hereby reappoint Gregory R. Holzwart as a regular member, non-category, to the
Code Enforcement Board to fill 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)
To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Resolution approving an agreement between the City of St. Petersburg, Florida (“City”) and The Looper Group, Inc. (“Agency”) to provide a one-time grant to be used by Agency to purchase a new twenty-nine (29) passenger air-conditioned trolley (“Trolley”) in the amount of $164,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction and providing an effective date.

Explanation: City Council approved a line item in the fiscal year 2016 budget to purchase on behalf of the Agency one trolley vehicle to be used for public transportation in St. Petersburg. The Trolley is currently being constructed and delivery is expected in late Summer or early Fall. Administration has negotiated an Agreement to provide the specified funds to the Looper Group, Inc. The Agreement, which has a term of eight (8) years, sets forth terms and conditions which provide for the transfer of funds for the sole purpose of acquiring the Trolley as well as certain other provisions that must be completed by the Agency in relation to use of the City-funded trolley. The City will have no ownership interest in the trolley nor have liability related to the Trolley. The primary performance items are as follows: The Trolley shall be used to provide the City with specialty public transportation during the term. It shall be used for fixed route Looper service, private charter, and service for public events such as Rays Games, Grand Prix and other city sponsored and co-sponsored events. The City shall have priority use of the trolley for such events over other entities wishing to rent the Trolley. Other standard provisions are included regarding indemnity and insurance. The purchased Trolley will increase reliability of the Trolley system and reduce maintenance costs and down time while providing a comfortable and clean riding environment for customers. This investment will improve public transportation in and around the downtown area and provide an affordable rental vehicle for the public to utilize city-wide.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Parking Revenue Fund (1021) Parking Facilities Management account (2811245).

Attachments: Resolution

Approvals:
RESOLUTION NO. 2016-_______

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE LOOPER GROUP, INC., (“AGENCY”) AND THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”), FOR THE CITY TO PROVIDE $164,000 TO AGENCY FOR THE PURCHASE OF A NEW TROLLEY TO FURTHER MOBILITY IN DOWNTOWN ST. PETERSBURG; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, transportation options are an important part of the economic development of the City; and

WHEREAS, using public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, The Looper Group, Inc. has requested funding from the City to purchase a new trolley, which shall be utilized to further mobility in downtown St. Petersburg; and

WHEREAS, the City desires to contribute $164,000 toward the purchase of a new trolley; and

WHEREAS, funding in the amount of $164,000 has been previously appropriated to the Parking Revenue Fund (1021) Parking Facilities Management account (2811245).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the agreement between The Looper Group, Inc. (“Agency”) and the City of St. Petersburg, Florida (“City”), for the City to provide $164,000 to Agency for the purchase of a new trolley to further mobility in downtown St. Petersburg is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption

______________________________________________________________
City Attorney (Designee) Administration

8.4.16 CC Agenda Item-Looper Agreement Resolution5842102 1 of 1
TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: A resolution approving the 2016 Pinellas County Technical Rescue Team Agreement; authorizing the Mayor or his designee to execute the 2016 Pinellas County Technical Rescue Team Agreement; and providing for an effective date.

EXPLANATION: The 2016 Pinellas County Technical Rescue Team (TRT) Agreement between the City of St. Petersburg and Pinellas County defines the obligations and responsibilities of the parties with respect to the provision of Technical Rescue Services in Pinellas County. Technical Rescue Services are specialized rescue services that include but are not limited to confined space, high angle/advanced rope, trench and excavation, water, wilderness, structure collapse, complex vehicles and machinery excavation. The County will reimburse the City up to $56,400 per fiscal year for overtime and backfill costs for TRT members attending training. Upon approval by the County’s Director of EMS & Fire Administration, the County will also reimburse the City up to $10,000 per fiscal year for travel expenses of TRT members attending training or professional conferences.

The agreement is for a term of five (5) years beginning on October 1, 2015 and expiring on September 30, 2020. The agreement allows for an additional five (5) year extension.

RECOMMENDATION: Administration recommends the approval of the 2016 Pinellas County Technical Rescue Team Agreement; authorizing the Mayor or his designee to execute the 2016 Pinellas County Technical Rescue Team Agreement; and providing for an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues received will be deposited into the General Fund (0001) and the Emergency Medical Services Fund (1009). Funding is available in the FY 2016 Adopted Budget.

ATTACHMENTS: 2016 Pinellas County Technical Rescue Team Agreement
Resolution

APPROVALS:

Legal: ____________________________ Administration: ____________________________

Budget: ____________________________
WHEREAS, the City of St. Petersburg (“City”) and Pinellas County (“County”) have negotiated the 2016 Pinellas County Technical Rescue Team (TRT) Agreement to define the obligations and responsibilities of the parties with respect to the provision of Technical Rescue Services in Pinellas County; and

WHEREAS, Technical Rescue Services are specialized rescue services that include but are not limited to confined space, high angle/advanced rope, trench and excavation, water, wilderness, structure collapse, complex vehicles and machinery excavation; and

WHEREAS, the 2016 Pinellas County Technical Rescue Team Agreement provides that the County will reimburse the City up to $56,400 per fiscal year for overtime and backfill costs for TRT members attending training; and

WHEREAS, the 2016 Pinellas County Technical Rescue Team Agreement provides that upon approval by the County’s Director of EMS & Fire Administration, the County will also reimburse the City up to $10,000 per fiscal year for travel expenses of TRT members attending training or professional conferences; and

WHEREAS, the 2016 Pinellas County Technical Rescue Team Agreement will be for a term of five (5) years beginning on October 1, 2015 and expiring on September 30, 2020, and allows for an additional five (5) year extension.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the 2016 Pinellas County Technical Rescue Team Agreement between the City and Pinellas County is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the 2016 Pinellas County Technical Rescue Team Agreement between the City and Pinellas County.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal:__________________________ Administration:_____________________________
2016

PINELLAS COUNTY

TECHNICAL RESCUE TEAM

AGREEMENT

PINELLAS COUNTY
EMS & FIRE ADMINISTRATION
12490 Ulmerton Road
Largo, FL 33774
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PINELLAS COUNTY TECHNICAL RESCUE TEAM AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of ____________, 2016, by and between the Cities of Clearwater, Largo, Pinellas Park, St. Petersburg (collectively the "Contractors," and individually "Contractor,")) and the Pinellas County Board of County Commissioners ("County") ("individually, “Party”, collectively, “Parties”).

RECITALS

WHEREAS, in order to provide specialized rescue services to include but not be limited to, confined space, high angle/advanced rope, trench and excavation, water, wilderness, structural collapse, complex vehicles and machinery extrication, to the residents of Pinellas County it is essential to continue to develop the capability, expertise and resources to handle situations where such rescues could occur; and

WHEREAS, the Cities of Clearwater, Largo, Pinellas Park, St. Petersburg and the County desire to work in conjunction to respond to situations where there is a unique and/or complex rescue situation within Pinellas County and have, for a number of years, worked together in the operation of the Pinellas County Technical Rescue Team ("TRT").

NOW THEREFORE, in consideration of the mutual covenants expressed herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:
ARTICLE I

THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Technical Rescue Services in Pinellas County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

- **Appendix A.** Pinellas County Technical Rescue Standard Operating Procedures Manual
- **Appendix B.** Technical Rescue Vehicles
- **Appendix C.** Equipment
- **Appendix D.** Supply Inventory
- **Appendix E.** Contractor Contacts

SECTION 104. SCOPE OF SERVICES. In exchange for funding from the County as outlined herein, the services to be performed by each Contractor under this Agreement include the following:

(a) Make available one technical rescue support company comprised of Contractor's personnel who are trained as technical rescue team members and are on duty to respond to any upgraded technical rescue incident in an appropriate technical rescue unit.
(b) Rescue of patients during an incident for the best possible outcome in order to protect the health, safety and improving the quality of life of the community by providing Technical Rescue Services as per the SOP. Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104 other than payment provisions by the County.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“Advanced Practice Paramedic” or “APP” means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified paramedic. The APP’s expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and between every political subdivision and fire control district within Pinellas County dated October 16, 1990.

“CAD” means the computer aided dispatch system.

“Continuing Education” means (1) the minimum required continuing technical rescue education required for Technical Rescue Technicians to maintain certified status within the State of Florida; and (2) education for individuals who have a specific deficiency that must be corrected to maintain or restore their status within the EMS System.

“County” means Pinellas County, Florida, a political subdivision of the State of Florida.

“Disaster” means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS System.
“EMS System” means the network of organizations and individuals, including, but not limited to the authority, ambulance contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide emergency medical services in Pinellas County.

“Field Personnel” means Technical Rescue Technicians, paramedics and emergency medical technicians employed by Contractor(s).

“Fiscal Year” means the year commencing on October 1 of any given year and ending on September 30th of the immediately-succeeding year.

“Party” or “Parties” means either the County or the Contractors, or all, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Pinellas County Technical Rescue Team” or “TRT” means those Field Personnel of the cities of Clearwater, Largo, Pinellas Park, St. Petersburg and the County that have the capability and expertise to respond throughout Pinellas County to any situation where there is a technical rescue situation or the risk of such a situation, and have historically cooperatively worked together in such operations.

“Regional 9-1-1 Center” means the communications center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide public safety answering point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the priority dispatch protocols; providing for the dispatch of all basic life support (BLS) and advanced life support (ALS) first responder units to EMS System incidents; and providing for the ongoing communications via radio and wireless data systems.

“Run Cards” means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the technical rescue incident and a predetermined listing of Technical Rescue Services units which the Contractor(s) have determined to be the closest by travel time or most appropriate in ranked order as per section 404.

“Safe Useful Life” means the period during which a vehicle is expected to be useable for the purpose for which it was acquired. With respect to tractor trailer
combination, fifteen (15) years frontline, five (5) years reserve; with respect to medium/heavy duty chassis and all other vehicles, ten (10) years frontline, five (5) years reserve.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County, to be of such severity as to warrant institution of special legal conditions authorized by Chapter 252, Florida Statutes.

“Technical Rescue Services” means the services needed for rescue(s) involving, confined space, high angle/advanced rope, trench and excavation, swift water rescue, wilderness, structural collapse and complex vehicle and machinery extrication.

“Technical Rescue Standard Operating Procedures or (SOP)” means the then current established procedures to be followed in carrying out a given operation or in a given situation. Such procedures shall be developed by the Parties and may be amended only upon mutual agreement of the Parties. The current version is attached hereto as Appendix A.

“Technical Rescue Technician” Any member of the TRT having successfully completed an 80 hour rope rescue class, 40 hour confined space class and 40 hour trench rescue class.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, except as the context may otherwise require. The words “agree”, “agreement”, “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed”, except as the context may otherwise require.
ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. TRAINING AND CONTINUING EDUCATION.

Each Contractor shall make its personnel assigned to the TRT available, and be responsible for ensuring that its personnel attend, at a minimum, 32 hours of Continuing Education training including all required classes to reach a Technician level as soon as practicable after those classes are scheduled and as required by National Fire Protection Agency (NFPA) 1006, 1670 and the TRT SOP. Training will consist of classroom based training and/or distance learning methods as determined by the Parties, in accordance with the TRT SOP.

(a) New members assigned to the TRT will receive in house training, be classified as awareness level and will attend bi monthly training sessions.

(b) New members assigned to the TRT that have started but not completed the Technician level training will be classified as operations level and will attend the remaining Technician level and bi-monthly trainings necessary to achieve Technician level.

(c) Technician level training will consist of an eighty (80) hour rope class, a forty (40) hour confined space class and a forty (40) hour trench rescue class. These classes will be held on an as needed basis.

(d) Continuing Education will consist of attending at minimum, 32 hours of the regularly scheduled 48 hours of bi-monthly training.

Command staff will send select members to the following specialized training to maintain response capabilities.

(e) Swift water technician training will consist of a 40 hour class meeting the requirements of NFPA 1670. These classes will be scheduled on an as needed basis.

(f) Structural Collapse training will consist of a 120 hour class meeting the requirements of NFPA 1670. These classes will be scheduled on an as needed basis. Structural collapse training will not be mandatory.
Medical training is addressed in 402 (e).

SECTION 402. PERSONNEL.

(a) Response with Trained Personnel. Each Contractor shall ensure that the minimum levels of trained personnel are on duty to respond to any technical rescue related incident. Minimum staffing levels are as follows: Clearwater to provide five (5) personnel, Largo to provide two (2) personnel, Pinellas Park to provide two (2) personnel, and St. Petersburg to provide five (5) personnel. In the event of a long-term technical rescue incident, Contractor may call back its off-duty personnel to assist.

(b) Rights and Duties of TRT Personnel. Personnel assigned by a Contractor to the TRT, who are performing their duties pursuant to this Agreement outside of their jurisdiction, shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed, provided however, such powers are limited to, and are to be exercised by such personnel only while performing duties pursuant to this Agreement.

(c) Training and Qualifications. All Field Personnel employed by a Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the TRT SOP for technical rescue incidents and shall hold appropriate credentials in their respective technical rescue profession. Personnel whose education and training are not current shall not be permitted to participate in technical rescue responses as a Technical Rescue Technician.

(d) Technical Rescue Command Staff. Each Contractor shall designate a staff level position as a technical rescue command staff member who will be responsible for:

1. Responding to technical rescue incidents and overseeing rescue operations in accordance with TRT SOP’s and in coordination with incident command.
2. Monitoring Contractor(s) technical rescue personnel to ensure compliance with TRT SOP’s.
3. Monitoring Contractor(s) technical rescue personnel to ensure they maintain an appropriate level technical rescue competence based on the required training, that training requirements are met, and that members provide services in a manner that is professional and courteous.
(4) Attending and actively participating in technical rescue related meetings.

(5) Participating in budget development of the TRT, including identifying areas for improvement or gaps in team capability.

(6) Coordinating with County administrative staff to manage contract compliance of the TRT.

(7) Participating with the County on hazard vulnerability and risk assessments regarding Emergency Support Function (ESF) 9 issues.

(8) Providing a command staff person to assist with the ESF-9 requirements in the Pinellas County Emergency Operations Center (EOC) upon EOC activation.

(e) **Advanced Practice Paramedics.** An APP at a technical rescue incident involving the response of a special operations team shall have clinical oversight and authority. APPs on the TRT are required to attend and/or obtain the below requirements.

Requirements for County Certified Advanced Practice Paramedics

1. Current Pinellas County certified paramedic in good standing.
2. Submission of a request to obtain Advanced Practice Paramedic certification.
3. Minimum of three (3) years paramedic experience or equivalent approved by the EMS Medical Director.
4. Completion of the Urban Search and Rescue (USAR) Medical Specialist Course.

**SECTION 403. STATE OF EMERGENCY ASSISTANCE, TECHNICAL RESCUE EMERGENCY AND MUTUAL AID.**

(a) **State of Emergency Assistance Within Pinellas County.** Immediately upon notification by the County of a State of Emergency within Pinellas County, each Contractor shall commit such resources given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. When a Contractor ceases providing assistance with the State of Emergency, that Contractor shall resume normal operations as rapidly as is practical and notify the County’s authorized representative that the Contractor is able to resume normal
operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) State of Emergency Assistance Outside of Pinellas County. Contractor(s) shall manage any State of Emergency assistance or mutual aid response outside of Pinellas County in a manner which does not prevent Contractor(s) from rendering services in accordance with this Agreement.

SECTION 404. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the Regional 9-1-1 Center of a technical rescue incident, each Contractor shall provide Technical Rescue Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The technical rescue unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to district or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, each Contractor shall provide Technical Rescue Services in accordance with the then current Run Cards for all technical rescue incidents. Each Contractor's authorized representative will periodically, or at the request of the County, update their Run Cards to insure their accuracy and coordinate any changes with any other affected Contractor(s).

SECTION 405. TECHNICAL RESCUE SUPPLIES AND INVENTORY CONTROL. The Contractors and County shall establish and implement inventory control procedures for the stocking and use of technical rescue supplies. Each Contractor shall maintain inventory records that identify all technical rescue unit supplies, and will keep supplies under lock so that access is limited to only authorized personnel. The Contractors shall adhere to inventory control procedures that the County may require, as long as they are reasonable and prudent.

SECTION 406. UTILIZATION OF REGIONAL 9-1-1 CENTER. Regional 9-1-1 Center. The Contractors shall utilize the Regional 9-1-1 Center for the dispatch of all Technical Rescue Services units to technical rescue incidents. The Contractors shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications
terminal software, and the County’s public safety and intergovernmental voice and data radio system.

The Contractors shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center’s radio and data system following the County’s technical specifications.

County shall provide and maintain, at no cost to the Contractors, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center’s data system, and access to the County’s 800MHz High Performance Data (HPD) system following the County’s technical specifications.

County shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County’s technical specifications, and implementation plan for any future upgrades or system changes.

SECTION 407. CERTIFICATION. Each Contractor shall maintain records of their personnel’s certifications. County shall be responsible for payment of any fees associated with technical rescue certification and/or re-certification using funds provided under this Agreement.

SECTION 408. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractors or County personnel to the public or the media that pertain to the TRT shall accurately portray the Pinellas County Technical Rescue Team.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. VEHICLES AND EQUIPMENT.

(a) Obligation to Provide Vehicles. At all times during the term of this Agreement, County shall provide/fund the technical rescue vehicles described on
Appendix B. Vehicle specification and selection shall be “mission capable” depending on the type of incident.

(b) **Maintenance of Vehicles and Fuel.** County shall be responsible for the maintenance and repair of County owned technical rescue vehicles and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. County shall maintain records of maintenance and fuel in order to document that technical rescue vehicles are maintained and used in accordance with this Agreement. The Contractors will use its best efforts to keep County vehicles secure in a covered facility.

(c) **Staffing of Vehicles.** Each Contractor shall ensure that at least one technical rescue support company comprised of the Contractor's personnel, as stated in 402 (a), who are trained as Technical Rescue Technicians are on duty to respond to any upgraded technical rescue incidents in an appropriate technical rescue vehicle.

(d) **Equipment and Supplies.** With the exception of equipment owned and maintained by a Contractor, County shall furnish and maintain all technical rescue equipment required to be provided by the County pursuant to Appendix C. Capital equipment purchases are subject to separately budgeted and approved County funding. County shall also be responsible for the cost of replacing utilized technical rescue supplies.

(e) **Technical Rescue Communications Equipment.** County will provide mobile data terminal(s) (MDT) and radios upon approved funding. Each Contractor shall be responsible for the replacement of all technical rescue communications equipment that is lost, stolen or damaged due to that Contractor’s negligence. County shall be responsible for all routine maintenance of such equipment. The County shall be responsible for the replacement of any technical rescue communications equipment that is lost, stolen or damaged due to a cause other than a Contractor’s negligence.

(f) **Inspections.** Contractors shall allow representatives of the County to inspect technical rescue vehicles and equipment during normal business hours upon reasonable notice.

**SECTION 502. CONTINUING TECHNICAL RESCUE EDUCATION.** County shall provide and make available to the Contractors, at the County’s cost, a Continuing
Education training program at multiple, regionally-located training sites and not at a single, centralized training site.

SECTION 503. TECHNICAL RESCUE COMMUNICATION EQUIPMENT. County has provided, or shall provide and maintain, as applicable, radios assigned to technical rescue vehicles as per Appendix C. The radio equipment shall be installed in the technical rescue vehicles by the County and remain County property. County shall be responsible for such equipment, as provided for in Section 501(e) hereof. County shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the County. County shall ensure all frontline technical rescue vehicles are equipped with GPS enabled mobile communications terminals running mobile CAD software.

SECTION 504. TECHNICAL RESCUE SUPPLIES. The County shall provide and replace, as necessary, without cost to the Contractors, the technical rescue supplies used by the Contractors on technical rescue incidents under this Agreement. The County shall coordinate delivery or pick up of all supplies as needed or as convenient. The County shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to a Contractor’s negligence but the County shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than a Contractor's negligence. The County will work cooperatively with the Contractors to develop inventory controls and expiration tracking mechanisms.

SECTION 505. TECHNICAL RESCUE EQUIPMENT AND MAINTENANCE. The County shall provide all equipment listed in Appendix C for technical rescue units including adequate spare equipment excluding equipment normally utilized for firefighting operations. Contractors agree to continue using the current equipment on technical rescue units over its useful life which equipment will be maintained by the County and repaired or replaced at the County’s option. The County shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the County. Contractors shall be responsible for any repairs that are necessary due to their own negligence.
SECTION 506. HAZARDOUS WASTE COLLECTION. All hazardous waste or materials, other than bio-hazardous waste, from all technical rescue incidents remain the responsibility of the incident owner or the agency having jurisdiction. The County is in no way liable for any hazardous waste the Contractors collect during a technical rescue incident. Contractors shall follow applicable procedures for the collection of hazardous waste. Bio-hazardous waste will be handled in accordance with normal operating procedures for the EMS System.

SECTION 507. SPECIAL OPERATIONS COORDINATOR. County will provide a special operations coordinator to the TRT. The coordinator shall be a command staff member and act as the liaison between the Parties. Duties of the coordinator will include, but are not limited to, supply and equipment procurement and/or repairs, budget preparation, inventory maintenance and controls, training coordination, invoice processing, keeping of meeting agendas and minutes, contract management, fleet management, liaison to state for specialty teams, grant management, asset management and representation on various regional committees.

ARTICLE VI

INSURANCE AND LIABILITY

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the County of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to County a letter from Contractor’s Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The
following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

(a) Provide Workers’ compensation insurance as required by Florida Law.

(b) Provide commercial general liability, employers’ liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of $1,000,000 per occurrence; if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond the ending date of this Agreement. In lieu of “tail coverage” the Contractor may submit annually to the County a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of $1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to County. Contractor shall also notify County within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The County shall be endorsed to the required policy or policies as an
additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and County agree to be fully responsible for their own acts of negligence or their respective agents’ acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor or County. Nothing herein shall be construed as consent by Contractor or County to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the County, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the County to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) Training funds. County will provide each Contractor up to $56,400 in any Fiscal Year to pay the reimbursement of overtime and backfill cost for TRT members attending training as identified in Section 401. These funds will also be used for reimbursement of overtime and backfill costs for command staff personnel, which normally work a shift schedule, for the time spent on TRT duties performed outside of their normally scheduled shift. It is the Contractors’ responsibility to submit reimbursement documentation within twenty (20) calendar days from the last date of
training. Funds budgeted in any Fiscal Year will not be carried over to succeeding Fiscal Years.

(b) **Travel funds.** Upon approval of the Director of EMS & Fire Administration, and at his or her sole discretion, the County will provide up to $10,000 each Fiscal Year, to pay the reimbursement of travel expenses for TRT members from all Contractors attending training or professional conferences. Such funds for travel expenses will be limited to lodging, transportation, registration fees and taxi or bus fares in accordance with the County’s then current travel policy and Florida Statutes Section 112.061. Payment of such costs will be in arrears and supported by invoices and receipts. Per diem/subsistence will not be paid by the County.

(c) Travel must be accomplished by the most economical means available.

(d) Travel requests must be submitted thirty (30) days in advance. Upon approval by the Director of EMS & Fire Administration at his or her sole discretion, the County shall pay the travel expenses (subject to the then current County policies) incurred by the Contractors for training and education of team members. Payment of such costs will be made upon presentation of supporting invoices/receipts. Travel expenses incurred will be reimbursed in accordance with Section 112.061, Florida Statutes.

**SECTION 702. ADDITIONAL UNITS.**

**Contractor-Funded.** Contractors and County understand that TRT is a unified, integrated team requiring the cooperation of all Parties. To insure the integrity of the TRT and the coordinated implementation of any improvements, if a Contractor desires to operate additional technical rescue unit(s) as a Contractor Funded Unit, a Contractor may elect to do so. Contractors are responsible for all costs associated with staffing, equipping and operating its own such Contractor Funded Units.

**SECTION 703. AUDITS AND INSPECTIONS.** At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the County may observe Contractors' operations or vice versa. Parties shall make available to the other Parties for their examination, its records with respect to all matters covered by this Agreement, and Parties may, at their own cost and expense, audit, examine, copy,
and make excerpts or transcripts from such records, and may, and their own cost and expense, make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractors shall make available to the Medical Director their records with respect to all clinical matters covered by this Agreement and the Medical Director may, at his/her own cost and expense, audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Parties right to observe and inspect operations or records in the other Parties business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Parties in advance of any such visit.

Records relating to contract activities shall be retained for a period of three (3) years from final payment in each year.

All representatives of all Parties who observe operations or audit or examine the other Parties records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Parties employees’ duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 704. FISCAL NON-FUNDING. Notwithstanding any other provision of this Agreement to the contrary, in the event sufficient budgeted funds are not available for a new fiscal year, the County shall notify the Contractors in writing within five (5) days of the determination of such occurrence and this Agreement shall terminate on the last day of current fiscal year without penalty or expense to the County.

SECTION 705. NOT TO EXCEED CAP. Any and all compensation, payment, or reimbursement of any kind to the Contractors provided for in this Article VII or elsewhere in this Agreement in any Fiscal Year shall not exceed the specific amount of the approved budget adopted through the County’s governing body’s budgetary process for services or reimbursement to the Contractors provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the County for any compensation that exceeds the total
compensation authorized through the County approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the County’s governing body to utilize the emergency powers of Chapter 252, Florida Statutes, to authorize a budget amendment modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the Parties that the County may not compel the Contractors to incur expenses beyond the County’s approved budget amount until such time as a budget amendment raising such budget is approved.

ARTICLE VIII

TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing upon October 1, 2015 and ending at midnight September 30th, 2020, unless this Agreement is earlier terminated as provided for in this Agreement. This Agreement may be renewed for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such renewal which is subject to County and Contractors' approval prior to July 1, 2020. References in this Agreement to “Term” shall include the initial term of this Agreement and all renewals thereof. The effective date of this Agreement for reimbursement purposes shall be October 1, 2015.

SECTION 802. TERMINATION.

(a) By County for Cause. This Agreement may be terminated by the County for cause upon twenty (20) days written notice to the Contractors in breach. For purposes of this section 802(a), “cause” shall mean (1) the event that a Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by a Contractors of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the County shall provide written notice of such breach and the Contractors shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.
**SECTION 802.** Termination of Agreement

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractors for cause upon twenty (20) days written notice to the County. For purposes of this section 802(b), “cause” shall mean a material breach by the County or any other Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractors shall provide written notice of such breach and the County or other Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By County or Contractor Without Cause.** This Agreement may be terminated without cause by any Contractor or the County upon six (6) months written notice to the other Parties.

**SECTION 803.** Disposition of Assets

(a) **Assets Paid For By County.** Upon termination of this Agreement, Contractors shall return to County, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractors under this Agreement for the services provided under this Agreement with the County. County will assume any obligation on such assets which was incurred in accordance with the terms of this Agreement.

(b) **Assets Paid For By Contractor.** Any assets which were purchased solely with funds other than those provided by County to a Contractor under this or any preceding Agreement shall remain the property of the Contractors.

(c) **Assets Paid For By Both Contractor and County.** In case of any asset purchased with funds of both the Contractor and the County, Contractors and County shall determine the fair market value of such asset and then shall pro-rate such fair market value according to the respective interest of the Contractor and the County. In the event Contractor desire to retain said asset, Contractor shall pay to County an amount equal to County's interest in said asset. In the event that County desires to retain said asset, County shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither the Contractor nor the County desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of the Contractor and the County.
(d) **Date to Return Assets.** The return of any assets and/or funds in lieu of assets as described in this §803 above, shall be executed and completed upon the effective date of termination as specified in the termination notice.

**SECTION 804. RESOLUTION OF DISPUTES.** To the extent that Contractors and County cannot, after good faith attempt, resolve any controversy or dispute that may have arisen under this Agreement or §701, Contractors and County shall appoint an ad-hoc committee consisting of one representative from the County, one representative from the Contractor and one mutually agreed upon representative from the Pinellas County Fire Chiefs Association, to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party’s submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractors. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractors, either Party may thereafter request to refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon a representative for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

**ARTICLE IX**

**MISCELLANEOUS**

**SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT.** The Contractors will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractors agree that applicants will
be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin.

SECTION 902. NOTICES. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

**If to County:** Director, Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

**If to Contractors:** See Appendix E

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this
Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTORS ARE INDEPENDENT CONTRACTORS. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractors are independent contractors in all respects and shall not be the agent, servant, officer, or employee of Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES, ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractors under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the County.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this __________day of ________________________, 2016.

ATTEST:  
KENNETH BURKE, CLERK  

PINELLAS COUNTY  
By and through its Board of County Commissioners

by: _______________________________  
Deputy Clerk

by: _______________________________  
Chairman
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _______day of ________________________, 2016.

Countersigned

By: _____________________________
George N. Cretkos
Mayor

CITY OF CLEARWATER

By: _____________________________
William B. Horne II
City Manager

Approved as to Form:

By: _____________________________
Robert J. Surette
City Attorney (Designee)

Attest: Seal

By: _____________________________
Rosemarie Call
City Clerk
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _________ day of ______________________, 2016.

Countersigned

CITY OF LARGO

By: ______________________________
Mayor

By: ______________________________
City Manager

Reviewed and approved:

______________________________
City Attorney (Designee)

Attest: Seal

By: ______________________________
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this ________ day of ______________________, 2016.

Countersigned

CITY OF PINELLAS PARK

By: __________________________
Sandra L. Bradbury
Mayor

By: __________________________
Douglas A. Lewis
City Manager

Approved as to Form and Correctness:

______________________________
City Attorney

Attest: Seal

By: __________________________
City Clerk
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this ______day of ________________________, 2016.

Countersigned:          CITY OF ST. PETERSBURG, FLORIDA

by:__________________________
Print:________________________
Title:________________________

APPROVED AS TO CONTENT AND FORM FOR CITY OF ST. PETERSBURG ONLY:        Attest:

by:__________________________  by:__________________________
City Attorney (designee)        City Clerk
APPENDIX A - PINELLAS COUNTY TECHNICAL RESCUE RESPONSE TEAM
STANDARD OPERATING PROCEDURES MANUAL

Refer to the Resource Disc
## APPENDIX B – TECHNICAL RESCUE VEHICLES

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<th>ASSET</th>
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<tr>
<td>61581</td>
<td>1988</td>
<td>GMC 7000 Class 7</td>
<td>TE48</td>
<td>Replace in kind (Large Box Truck)</td>
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<td>1993</td>
<td>Mitsubishi, Truck, 14 ft.</td>
<td>TE14</td>
<td>Replace in kind (Medium Box Truck)</td>
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<td>111619</td>
<td>2007</td>
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<td>U4</td>
<td>Replace in kind</td>
<td>FY 19/20</td>
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<td>116689</td>
<td>1992</td>
<td>International</td>
<td>TE34</td>
<td>Replace with Medium Duty Rescue Squad</td>
<td>FY 16/17</td>
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<td>2006</td>
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<td>Pierce</td>
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<td>City of St. Petersburg asset</td>
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<th>REPLACEMENT/DISPOSITION</th>
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<td>91154</td>
<td>2001</td>
<td>Pace Trailer</td>
<td>TRL42</td>
<td>Demobilize</td>
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<td>Wells Cargo Trailer</td>
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<td>Hackney Trailer</td>
<td>TE42</td>
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## APPENDIX C – EQUIPMENT

### HEAVY RESCUE 4

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<td>Air Resource Cart w/ HI Pressure</td>
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<td>Masonry Saw</td>
<td>14” Masonry Circular Saw w/ Blade</td>
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<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
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<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>Thermal Camera</td>
<td>Thermal Imager K1000</td>
</tr>
<tr>
<td>Chiseling Hammer</td>
<td>Hilti Chiseling Hammer TE-905 AVR -115V</td>
</tr>
<tr>
<td>Tripod</td>
<td>Paratech Tripod</td>
</tr>
<tr>
<td>Portable Radio</td>
<td>Motorola XTS 5000 II Portable Radio</td>
</tr>
<tr>
<td>Raker</td>
<td>Raker Shore Rescue Equipment</td>
</tr>
<tr>
<td>Search Cam</td>
<td>Mongoose Search Cam - Extrication Camera</td>
</tr>
<tr>
<td>Delsar Life Detector</td>
<td>Delsar Life Detector - 4 Sensor System</td>
</tr>
<tr>
<td>Sirius</td>
<td>MSA SIRIUS Multi-Gas Detector</td>
</tr>
<tr>
<td>Core Drill</td>
<td>Hilti Core Drill w/ 4 diamond core bits</td>
</tr>
<tr>
<td>Raker Shore System</td>
<td>Bi Pod Conversion Kit</td>
</tr>
<tr>
<td>Raker Shore System</td>
<td>Flying Strut Conversion Kit</td>
</tr>
<tr>
<td>Hydra Ram</td>
<td>Hydra Ram II</td>
</tr>
<tr>
<td>Go Pro 4</td>
<td>Go Pro 4 black</td>
</tr>
</tbody>
</table>
### Trailer 4

<table>
<thead>
<tr>
<th>ITEM NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mud Pump</td>
<td>3&quot; Mud Diaphragm Pump</td>
</tr>
<tr>
<td>Power Unit</td>
<td>Stanley Power Unit - Single Circuit w/ 110V &amp; 12V</td>
</tr>
<tr>
<td>Breaker Hammer</td>
<td>90 lb. Breaker Hammer</td>
</tr>
<tr>
<td>Breaker Hammer</td>
<td>45 lb. Breaker Hammer</td>
</tr>
<tr>
<td>Hydraulic Saw</td>
<td>15&quot; Hydraulic Saw w/ bar, chain, case</td>
</tr>
<tr>
<td>Cut Off Saw</td>
<td>14&quot; Cut Off Saw</td>
</tr>
<tr>
<td>Hammer Drill</td>
<td>Hammer Drill</td>
</tr>
<tr>
<td>Kor It Drill System</td>
<td>Kor It Drill System</td>
</tr>
</tbody>
</table>

### Tech 14

<table>
<thead>
<tr>
<th>ITEM NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck</td>
<td>1993 Mitsubishi Truck w/ 14' Box Bed</td>
</tr>
<tr>
<td>Rescue Craft</td>
<td>RDC Water Rescue Craft</td>
</tr>
<tr>
<td>Rescue Craft</td>
<td>Water Rescue Craft</td>
</tr>
<tr>
<td>Radio</td>
<td>Motorola XTS5000</td>
</tr>
<tr>
<td>Zodiac</td>
<td>Zodiac AVON ERB 400 Emergency Rescue Boat</td>
</tr>
<tr>
<td>Boat Motor</td>
<td>Yamaha 2009 long shaft motor</td>
</tr>
<tr>
<td>Lifesled</td>
<td>Lifesled</td>
</tr>
<tr>
<td>Lifesled</td>
<td>Lifesled</td>
</tr>
<tr>
<td>Convert-a-comm</td>
<td>Motorola convert-a-comm</td>
</tr>
</tbody>
</table>
### UTILITY 4

<table>
<thead>
<tr>
<th>ITEM NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Radio</td>
<td>Motorola Mobile LCS 2000 Smartzone Radio</td>
</tr>
<tr>
<td>Convert a Com</td>
<td>Motorola Convert a Com</td>
</tr>
<tr>
<td>F450</td>
<td>2007 F450</td>
</tr>
</tbody>
</table>

### TECH 34

<table>
<thead>
<tr>
<th>ITEM NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comm System</td>
<td>CSI 2100 Confined Space Communication System</td>
</tr>
<tr>
<td>Comm System</td>
<td>CSI 2100 Confined Space Communication System</td>
</tr>
<tr>
<td>SCBA</td>
<td>Scott Airpak Harness w/ AV3000 Facepiece</td>
</tr>
<tr>
<td>SCBA</td>
<td>Scott Airpak Harness w/ AV3000 Facepiece</td>
</tr>
<tr>
<td>SCBA</td>
<td>Scott Airpak Harness w/ AV3000 Facepiece</td>
</tr>
<tr>
<td>SCBA</td>
<td>Scott Airpak Harness w/ AV3000 Facepiece</td>
</tr>
<tr>
<td>Portable Radio</td>
<td>Motorola XTS 5000 II Portable Radio</td>
</tr>
<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>SKED Evac Tripod</td>
<td>SKED Evac Tripod w/ carry bag</td>
</tr>
<tr>
<td>Sirius</td>
<td>MSA SIRIUS Multi-Gas Detector</td>
</tr>
<tr>
<td>International</td>
<td>1992 International truck</td>
</tr>
<tr>
<td>Convert-a-comm</td>
<td>Motorola convert-a-comm</td>
</tr>
<tr>
<td>Stokes Basket</td>
<td>CMC stokes basket</td>
</tr>
<tr>
<td>ITEM NAME</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>Comm System</td>
<td>CSI 2100 Confined Space Communication System</td>
</tr>
<tr>
<td>Air Cart</td>
<td>Air Source Cart</td>
</tr>
<tr>
<td>Air Cart</td>
<td>6000 PSI Air Source Cart</td>
</tr>
<tr>
<td>Cutting Tool</td>
<td>Petrogen Heavy Rescue Cutting Tools</td>
</tr>
<tr>
<td>SCBA</td>
<td>Scott Airpak Harness w/ AV3000 Facepiece</td>
</tr>
<tr>
<td>SCBA</td>
<td>Scott Airpak Harness w/ AV3000 Facepiece</td>
</tr>
<tr>
<td>Air Hammer</td>
<td>Quik Kut Air Hammer HD Kit</td>
</tr>
<tr>
<td>Portable Radio</td>
<td>Motorola XTS 5000 II Portable Radio</td>
</tr>
<tr>
<td>Exothermic Torch</td>
<td>Exothermic Torch, Slice Cordless Pack</td>
</tr>
<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>Sirius</td>
<td>MSA SIRIUS Multi-Gas Detector</td>
</tr>
<tr>
<td>Air Tank</td>
<td>4500 psi - 60 minute cylinder</td>
</tr>
<tr>
<td>Air Tank</td>
<td>4500 psi - 60 minute cylinder</td>
</tr>
<tr>
<td>Hydra Ram</td>
<td>Hydra Ram II (Rabbit tool)</td>
</tr>
<tr>
<td>Generator</td>
<td>Honda Generator 6500W</td>
</tr>
<tr>
<td>Prism Light</td>
<td>Prism Inflatable Light - 1000W Model - PIL1000</td>
</tr>
<tr>
<td>Generator</td>
<td>6.5 KW Generator - Gas - 4NY96</td>
</tr>
</tbody>
</table>
### TRAILER 42

<table>
<thead>
<tr>
<th>ITEM NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trailer</td>
<td>Pace Covered Trailer</td>
</tr>
<tr>
<td>SKED Evac Tripod</td>
<td>SKED Evac Tripod w/ carry bag, orange bag</td>
</tr>
<tr>
<td>Comm System</td>
<td>CSI 2100 Confined Space Communication System</td>
</tr>
</tbody>
</table>

### TRAILER 48

<table>
<thead>
<tr>
<th>ITEM NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trailer</td>
<td>2014 Enclosed Trailer</td>
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</tbody>
</table>

### COMMANDER VEHICLE

<table>
<thead>
<tr>
<th>ITEM NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable Radio</td>
<td>Motorola XTS 5000 II Portable Radio</td>
</tr>
<tr>
<td>Radio</td>
<td>Motorola XTS5000</td>
</tr>
<tr>
<td>WINCH</td>
<td>9000 LB WINCH</td>
</tr>
<tr>
<td>ITEM NAME</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>GMC Truck</td>
<td>H 29 - 2 ton 1GDM7D1F6JV532909</td>
</tr>
<tr>
<td>Intercom Controller</td>
<td>Barton Intercom Controller</td>
</tr>
<tr>
<td>Radio</td>
<td>Mobile Radio - Motorola T99DX131W Spectra</td>
</tr>
<tr>
<td>Body Splint</td>
<td>Miller Body Splint - Miller Halfback</td>
</tr>
<tr>
<td>Mud Pump</td>
<td>Mud Diaphragm Pump</td>
</tr>
<tr>
<td>SCBA</td>
<td>Scott Airpak Harness w/ AV3000 Facepiece</td>
</tr>
<tr>
<td>SCBA</td>
<td>Scott Airpak Harness w/ AV3000 Facepiece</td>
</tr>
<tr>
<td>Vacuum Hose</td>
<td>Vacuum Truck Hose Support System (Air Spade)</td>
</tr>
<tr>
<td>Portable Radio</td>
<td>Motorola XTS 5000 II Portable Radio</td>
</tr>
<tr>
<td>Breaker Hammer</td>
<td>Brute Breaker Hammer</td>
</tr>
<tr>
<td>Masonry Saw</td>
<td>14&quot; Masonry Circular Saw w/ Blade</td>
</tr>
<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>Air Pack</td>
<td>AV200 Scott-Pak Harness</td>
</tr>
<tr>
<td>Air Lift Bag</td>
<td>14 Ton Paratech Air Lifting Bag</td>
</tr>
<tr>
<td>Concrete Chainsaw</td>
<td>Concrete Chainsaw Kit - 14&quot; w/ pump &amp; diamond chain</td>
</tr>
<tr>
<td>Sirius</td>
<td>MSA SIRIUS Multi-Gas Detector</td>
</tr>
<tr>
<td>Generator</td>
<td>6.5 KW Gas Briggs &amp; Stratton Generator #1933 - Gas - 4PA18 (in 95767)</td>
</tr>
<tr>
<td>Hydra Ram</td>
<td>Hydra Ram II</td>
</tr>
<tr>
<td>Go Pro 4</td>
<td>Go Pro 4 black</td>
</tr>
</tbody>
</table>
APPENDIX D - SUPPLY INVENTORY

Pinellas County will provide supplies to outfit the following caches’. The caches’ will be developed with minimum inventory levels and a replacement schedule to support technical rescue responses with the appropriate equipment.

**Rope**: To include, but not be limited to, ascenders, descenders, edge protectors, pulleys, carabiners, webbing, rope, harnesses, minding pulleys, rescue racks, gear bags, prusiks, pick off straps, stokes basket, stretcher harness and PPE to support rope rescues.

**Confined space**: To include, but not be limited to, escape paks, half mask respirators, filter cartridges, lighting and air supply equipment.

**Trench**: To include, but not be limited to, trench boards, cribbing and support wood.

**Structural collapse**: To include, but not be limited to, anchor shackles, anchoring system, Sawzall blades, camera, drill bits, dust masks, canopy, hoists, nails, Tapcons, marking paint, air tool oil, angle grinder blades, wood, welding tips and cutting blades.

**Machinery and equipment**: To include, but not be limited to, anchor shackles, Sawzall blades, camera, drill bits, dust masks, canopy, hoists, nails, marking paint, air tool oil, angle grinder blades, and cutting equipment.

**Shoring**: To include, but not be limited to, nails, wood, screws and cutting equipment.
APPENDIX E - CONTRACTOR CONTACTS

City of Clearwater
112 South Osceola Avenue
Clearwater, FL 33756
Attn: Chief Robert Weiss

City of Largo with a required copy to: City of Largo
Attn: Fire Chief
P.O. Box 296
Largo, FL 33779
Attn: City Attorney
P.O. Box 296
Largo, FL 33779
Attn: Chief Shelby Willis

City of Pinellas Park
P.O. Box 1100
Pinellas Park, FL 33780
Attn: Chief Guy Keirn

City of St. Petersburg
400 Dr. Martin Luther King, Jr. Street South
St. Petersburg, FL 33701
Attn: Chief James Large
A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF ARTESHA ADRAS AS A MEMBER OF THE ST. PETERSBURG HOUSING AUTHORITY BOARD OF COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor appoints the members of the St. Petersburg Housing Authority (“Housing Authority”) Board of Commissioners (“Members”) and City Council confirms those appointments; and

WHEREAS, the Housing Authority is not operated by the City nor is there any City oversight of its operation; and

WHEREAS, the U.S. Department of Housing and Urban Development has indicated that the housing philosophies of Members should be compatible with the housing philosophies of the City of St. Petersburg; and

WHEREAS, City Council deems it appropriate to meet with the Mayor’s candidates for appointment as Members whether they are new appointments or reappointments of current Members prior to confirmation; and

WHEREAS, City Council has determined that the Council’s Housing Services Committee is the appropriate entity to meet with recommended candidates for appointment and make its recommendations to City Council; and

WHEREAS, the Mayor submitted the following candidate for appointment to the Housing Authority Board of Commissioners:

- Artesha Adras to serve the remaining portion of a four year term ending 12-31-2016; and

WHEREAS, the Housing Services Committee has interviewed the candidate and recommends confirmation of her appointment.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor’s appointment of Artesha Adras as a member of the St. Petersburg Housing Authority Board of Commissioners is confirmed.

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: __________________________ Administration: __________________________

Legal: 00274378.doc V. 1
A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF ARTESHA ADRAS AS A MEMBER OF THE ST. PETERSBURG HOUSING AUTHORITY BOARD OF COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor appoints the members of the St. Petersburg Housing Authority (“Housing Authority”) Board of Commissioners (“Members”) and City Council confirms those appointments; and

WHEREAS, the Housing Authority is not operated by the City nor is there any City oversight of its operation; and

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