

# COUNCIL MEETING

Municipal Building  
175-5<sup>th</sup> Street North  
Second Floor Council Chamber

CITY OF ST. PETERSBURG

November 3, 2016  
8:30 AM

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

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

## GENERAL AGENDA INFORMATION

For your convenience, a copy of the agenda material is available for your review at the Main Library, 3745 Ninth Avenue North, and at the City Clerk's Office, 1<sup>st</sup> 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](http://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:**

Officer Gene A. Bessette - November 10, 1961

**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. Awards and Presentations**

1. [Sunshine Ambassador Award Presented to Ashley Rhodes-Courter, MSW](#)
2. [Juvenile Welfare Board Day](#)

**E. 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. [Ordinance 244-H authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc.](#)
2. [Ordinance 247-H authorizing the Mayor or his designee to execute a Supplemental Joint Participation Agreement \(SJPA\) amending the Joint Participation Agreement for the](#)

Southwest Hangar Redevelopment Project (Project #14168), executed by the City and the Florida Department of Transportation (FDOT) on January 25, 2016 (JPA) in the amount of \$600,000 which increases the amount of the JPA to \$1,200,000 (Revised Grant Amount) and, as authorized by Section 1.02(c)(5)B of the St. Petersburg City Charter, authorizes the restrictions contained in the JPA, which, inter alia, require that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the JPA for the Revised Grant Amount; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

**F. Reports**

1. Public Arts Commission - (Oral) (Councilmember Kornell)
2. Land Use & Transportation - (Oral) (Councilmember Kennedy)
  - (a) Forward Pinellas
  - (b) Regional MPO Presentation - (Whit Blanton)
  - (c) Tampa Bay Transportation Management Area (TBTMA)
  - (d) MPO Action Committee
  - (e) PSTA - (Vice-Chair Rice)
  - (f) Looper Group [DELETED]
  - (g) Tampa Bay Area Regional Transportation Authority (TBARTA) - (Vice-Chair Rice)
3. Sewer Update
  - (a) Approving the selection of ASRus, LLC to provide professional engineering services for the SWWRF Reclaimed Water and Injection Wells Improvements Project in an amount not to exceed \$1,285,000; authorizing the Mayor or his designee to execute an Architect/Engineering Agreement and all other documents necessary to effectuate this transaction. (Engineering Project No. 16110-111) [MOVED TO REPORTS AS F-3(a)]
4. University of South Florida St. Pete Update
5. Eckerd College Presentation / Update [DELETED]
6. Resolution to Approve Re-Appointment of Darryl Wilson to the Code Enforcement Board
7. Great Explorations - FY16 Performance Standards
8. Approving the First Amendment to the Architect/Engineering Agreement dated July 13, 2015 between the City of St. Petersburg, Florida (City) and Associated Space Design, Inc. (A/E) in association with Rogers Partners, for additional design service for the New St. Petersburg Pier project in an amount not to exceed \$120,000, for a total contract amount

not to exceed of \$4,486,000; authorizing the Mayor or his designee to execute the First Amendment.

9. Acknowledging the selection of Advanced Engineering & Design, Inc.; AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Black & Veatch Corporation; Brown and Caldwell (Corporation); Carollo Engineers, Inc.; CH2M HILL Engineers, Inc.; George F. Young, Inc.; Greeley and Hansen LLC; Grissom Smith, LLC; Hazen & Sawyer, P.C.; HDR Engineering, Inc.; Land & Water Engineering Science, Inc.; McKim & Creed, Inc.; and Reiss Engineering, Inc. to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water Projects for the City of St. Petersburg (City); authorizing the Mayor or his designee to execute the City's standard form architect/engineering agreement. [MOVED TO REPORTS AS F-9]

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

Setting November 21, 2016 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance approving a Campus Development Agreement between the University of South Florida Board of Trustees and the City of St. Petersburg. (City File USFSP-2016)

**H. New Business**

1. Referring to a relevant upcoming scheduled Committee of the Whole (COW) meeting to add additional and more clearly delineated City Council oversight to approve any City staff entering negotiations with chosen contractors for architectural, engineering, and land surveying professional services. (Vice-Chair Rice)
2. Referring to the Public Services & Infrastructure Committee a request to add to the list for potential Weeki Wachee funding a discussion of creating a skating rink in south St. Petersburg. (Councilmember Kornell)
3. Requesting a presentation to City Council from Administration and Pinellas County on Mosquito/Zika control and genetically modified mosquitoes. (Councilmember Kennedy)
4. Requesting a status update to City Council from Administration and Pinellas County School Board on Public Schools within the City of St. Petersburg. (Councilmember Kennedy)
5. Requesting City Council approval for revisions to the City Council Policy & Procedures Manual (Amended and Restated April 7, 2016) Chapter Two Section 1B(1) limiting the number of awards or presentations placed on the agenda at each mini-meeting to a cumulative total of no more than 4 awards or presentations per mini-meeting from Administration or City Staff. (Chair Foster)
6. Respectfully requesting a referral to the BF&T Committee to remove the Childs Park Lake Project from the Weeki Wachee Project List. (Councilmember Wheeler-Bowman)
7. Referring to the Energy, Natural Resources & Sustainability Committee to consider what action the City can take to limit the use of vaping in public buildings and space. (Councilmember Nurse)
8. Requesting that Administration notify City Council whenever the Florida Department of Environmental Protection (FDEP) is notified of any violations of the City of St. Petersburg's permits or any applicable laws. (Chair Foster)

## **I. Council Committee Reports**

1. [Budget, Finance & Taxation Committee \(10/13/16\)](#)
2. [Public Services & Infrastructure Committee \(10/13/16\)](#)
3. [Legislative Affairs & Intergovernmental Relations Committee \(10/20/16\)](#)
4. [Energy, Natural Resources & Sustainability Committee \(10/20/16\)](#)
5. [Budget, Finance & Taxation Committee \(10/27/16\)](#)
6. [Public Services & Infrastructure Committee \(10/27/16\)](#)
7. [Housing Services Committee \(10/27/16\)](#)
8. Committee of the Whole: Campaign Finance Reform, Wastewater and Sewer Discussions (10/27/16) [DELETE]

## **J. Legal**

1. An Attorney-Client Session, to be heard at 10:00 a.m., or soon thereafter, , pursuant to Florida Statute 286.011(8), will be held in conjunction with the lawsuit styled City of St. Petersburg, Florida v. BP Exploration & Production, Inc.; BP America Production Company; BP P.L.C.; Transocean Ltd.; Transocean Offshore Deepwater Drilling, Inc.; Transocean Deepwater, Inc; Transocean Holdings, LLC; Triton Asset Leasing GMBH; Halliburton Energy Services, Inc.; and Sperry Drilling Services, a Division of Halliburton Energy Services, Inc., Case No. 8:13-cv-01014-EAK-AEP.

## **K. Open Forum**

## **L. Adjournment**

1. On Thursday, November 3, 2016 in City Council Chambers, at 10:00 a.m. or as soon thereafter as the same may be heard, an attorney-client session, pursuant to Florida Statute 286.011(8), will be held in conjunction with the lawsuit styled City of St. Petersburg, Florida v. BP Exploration & Production, Inc.; BP America Production Company; BP P.L.C.; Transocean Ltd.; Transocean Offshore Deepwater Drilling, Inc.; Transocean Deepwater, Inc; Transocean Holdings, LLC; Triton Asset Leasing GMBH; Halliburton Energy Services, Inc.; and Sperry Drilling Services, a Division of Halliburton Energy Services, Inc., Case No. 8:13-cv-01014-EAK-AEP. Any or all of the following persons will be attending: Charles Gerdes; Jim Kennedy; Ed Montanari; Darden Rice, Vice Chair; Steve Kornell; Karl Nurse; Lisa Wheeler-Bowman; Amy Foster, Chair; Mayor Rick Kriseman; Jacqueline M. Kovilaritch, City Attorney; Jeannine Williams, Assistant City Attorney, Jane Wallace, Assistant City Attorney, Joseph Patner, Assistant City Attorney, Ronnie Penton, Esquire, Agostinho Ribeiro, Esquire, and George Nader, Esquire. The open City Council meeting will begin at 8:30 a.m. in City Council Chambers, 175 Fifth Street North, St. Petersburg, Florida. During the public meeting, the session will be closed at 10:00 a.m. or as soon thereafter as the closed session may be heard, and only those persons described above together with a certified court reporter will be allowed to be present. The subject matter of the meeting shall be confined to settlement negotiations and/or strategy related to litigation expenditures. At the conclusion of the closed session the meeting will be re-opened to the public and the closed session will be terminated.



# CONSENT



# AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

## Consent Agenda A November 3, 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.

### (Public Works)

1. [Authorizing the Mayor or his designee to execute a contract extension with Hubbard Construction Company for the Citywide Street Milling and Resurfacing FY16 project \(Engineering Project No. 16003-130; Oracle Numbers 15065, 14630, 13737, 14125, 14653 and 15104\) and increase to the contract amount with Hubbard Construction Company in the amount of \\$4,085,000.00 for City Wide Street Milling and Resurfacing FY17 Project \(Engineering Project No. 17003-130; Oracle Number 15624, 15659 and 15764\).](#)
2. Approving the selection of ASRus, LLC to provide professional engineering services for the SWWRF Reclaimed Water and Injection Wells Improvements Project in an amount not to exceed \$1,285,000; authorizing the Mayor or his designee to execute an Architect/Engineering Agreement and all other documents necessary to effectuate this transaction. (Engineering Project No. 16110-111) [MOVED TO REPORTS AS F-3(a)]

# CONSENT



# AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

## Consent Agenda B November 3, 2016

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

### **(Procurement)**

1. [Awarding a three-year blanket purchase agreement to Windstream Communications, Inc. for telecommunication services for the Technology Services Department for a total contract amount of \\$210,000.](#)
2. [Awarding a contract to Hodge Management LLC in the amount of \\$87,698 for the renovation of the Master Fire Station dormitory \(Oracle Project Nos. 15060 & 15669\).](#)
3. [Renewing a blanket purchase agreement with Emergency Communications Network LLC, for an emergency notification system and related support services for the Police Department in an annual amount of \\$24,900 for a total contract amount not to exceed \\$75,900.](#)

### **(City Development)**

4. [Authorizing the Mayor, or his Designee, to execute a First Amendment to the Lease Agreement with West Florida Helicopters, Inc., a Florida corporation, to reduce its premises in Hangar No. 1 located at 107 – 8th Avenue S.E., St. Petersburg, within Albert Whitted Airport. \(Requires affirmative vote of at least six \(6\) members of City Council.\)](#)
5. [Authorizing the Mayor, or his Designee, to execute a five \(5\) year Parking Lot License Agreement with Madico, Inc., a Florida corporation \("Licensee"\), for the use of City-owned vacant property located at approximately 2615 Fairfield Avenue South, St. Petersburg, as a parking lot for the Licensee's employees and visitors.](#)

### **(Public Works)**

6. [Rescinding unencumbered appropriation in the amount of \\$45,500 from the FY16 Infrastructure To Be Determined Project \(15118\) and \\$70,455 from the FY15 Infrastructure To Be Determined Project \(14667\) and approval of a supplemental appropriation in the amount of \\$115,955 from the unappropriated fund balance of the City Facilities Capital Improvement Fund \(3031\) to The Greenhouse Buildout Project number \(15866\) \(Engineering & CID No. 17226-019; Oracle No. 15866\).](#)
7. [Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-6-SC/T to the Agreement between the City of St. Petersburg and Sprinkle Consulting, Inc., in the amount of \\$19,000.00, for structural and foundation design for Rectangular Rapid Flash Beacon \(RRFB\) and related signs and for design specifications for moveable planters along 1st Street South from 6th Avenue to Central Avenue, for a total Task Order](#)

amount not to exceed \$58,281.84 from the Transportation Impact Fee CIP Fund (3071); Oracle Project (No. 15089) Neighborhood & Citywide Infrastructure CIP Fund (3027) Project No. 13283. (Engineering Project No. 16064-112)

8. Acknowledging the selection of Advanced Engineering & Design, Inc.; AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Black & Veatch Corporation; Brown and Caldwell (Corporation); Carollo Engineers, Inc.; CH2M HILL Engineers, Inc.; George F. Young, Inc.; Greeley and Hansen LLC; Grissom Smith, LLC; Hazen & Sawyer, P.C.; HDR Engineering, Inc.; Land & Water Engineering Science, Inc.; McKim & Creed, Inc.; and Reiss Engineering, Inc. to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water Projects for the City of St. Petersburg (City); authorizing the Mayor or his designee to execute the City's standard form architect/engineering agreement. [MOVED TO REPORTS AS F-9]

**(Miscellaneous)**

9. Authorizing the Mayor or his designee to accept \$123,739.50 from Pinellas County ("County") as the City's share of the FY2016 Edward Byrne Memorial Justice Assistance Grant ("JAG") to continue funding of law enforcement initiatives as set forth in the County's grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$123,739.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2016 Project (TBD).
10. Approving First Amendment to the Agreement between the City and Big 3 Entertainment, LLC ("Manager") for the Management and Operation of Al Lang Stadium ("Facility") and authorizing the Mayor or his designee to execute the First Amendment.

# MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An abbreviated listing of upcoming City Council meetings.

**Committee of the Whole: Consultants**

*Monday, October 24, 2016, 8:30 a.m., Room 100*

**Budget, Finance & Taxation Committee**

*Thursday, October 27, 2016, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**

*Thursday, October 27, 2016, 9:15 a.m., Room 100*

**Housing Services Committee**

*Thursday, October 27, 2016, 10:30 a.m., Room 100*

**CRA / Agenda Review (11/3/16)**

*Thursday, October 27, 2016, 1:00 p.m., Room 100*

**Committee of the Whole: Campaign Finance Reform; Wastewater and Sewer Discussions**

*Thursday, October 27, 2016, 1:30 p.m. or immediately after Agenda Review, Room 100*

**Budget, Finance & Taxation Committee**

*Thursday, November 10, 2016, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**

*Thursday, November 10, 2016, 9:15 a.m., Room 100*

**Youth Services Committee**

*Thursday, November 10, 2016, 10:30 a.m., Room 100*

**CRA / Agenda Review (11/21/16)**

*Thursday, November 10, 2016, 1:30 p.m., Room 100*

**City Council Meeting: 1st Reading Budget Cleanup Ordinance**

*Thursday, November 10, 2016, 3:00 p.m., Council Chamber*

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# CITY OF ST. PETERSBURG

## Board and Commission Vacancies

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**Civil Service Board**

1 Alternate Member  
(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.

# CITY COUNCIL AGENDA PRESENTATION

**DATE:** October 10, 2016

**TO:** The Honorable Members of City Council

**SUBJECT:** Sunshine Ambassador Award Presented to *Ashley Rhodes-Courter, MSW*  
Recipient of the Florida Commission on the Status of Women's  
Florida Achievement Award

**PRESENTER:** Lisa Wheeler-Bowman, Council Member

**SCHEDULE FOR COUNCIL ON:**  
November 3, 2016

Lisa Wheeler-Bowman, District 7  
Council Member

# **CITY COUNCIL AGENDA PRESENTATION**

**October 25, 2016**

**TO:** The Honorable Members of City Council

**SUBJECT:** *Juvenile Welfare Board (JWB) Day Proclamation*

**PRESENTER:** Mayor, Deputy Mayor, or City Administrator

**SCHEDULE FOR COUNCIL ON:**

Agenda of **NOVEMBER 3rd, 2016**

Rick Kriseman  
Mayor

# Proclamation



**WHEREAS,** the Juvenile Welfare Board, known as JWB, was created in 1946 by the citizens of Pinellas County who were the first in the nation to collectively say *all children matter* by investing tax dollars for children's services; and

**WHEREAS,** this was at a time when few alternatives existed for troubled children, and some as young as three years old were being housed in adult jail; and

**WHEREAS,** an outraged Juvenile Court Judge Lincoln Bogue made his plea to a group of concerned citizens that included members of the Junior League of St. Petersburg led by Mailande Holland Barton; and

**WHEREAS,** this group joined forces with Leonard Cooperman, an attorney who drafted legislation to create the Juvenile Welfare Board under a Special Act of the Florida Legislature; and

**WHEREAS,** on November 5, 1946, Pinellas County citizens overwhelmingly passed a referendum to create the Juvenile Welfare Board of Pinellas County, having the courage and foresight to tax themselves in order to improve the futures of children; and

**WHEREAS,** the JWB governing board first met in 1947 to adopt an annual budget of \$75,000 that was distributed to three agencies serving about 1500 children; and

**WHEREAS,** JWB's annual budget today is over \$60M with investments across 79 programs operated by 52 funded agencies that serve over 54,000 children and families each year; and

**WHEREAS,** JWB serves as a convener, forging partnerships for important children's issues such as childhood hunger, preventable child deaths, and grade-level reading; and

**WHEREAS,** for the past 70 years a total of 117 men and women have provided an invaluable service as members of the JWB Board of Directors, whose charge it is to oversee and guide the investments entrusted by Pinellas County citizens for children's services.

**NOW, THEREFORE, I, Rick Kriseman, Mayor of the City of St. Petersburg, Florida,** do hereby proclaim November 5<sup>th</sup>, 2016 as

## **JUVENILE WELFARE BOARD DAY**

in St. Petersburg and I encourage everyone to celebrate 70 years of investing in children and strengthening our community.



**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas and State of Florida to be affixed this 5<sup>th</sup> day of November, 2016.

**Rick Kriseman**  
Mayor

ST. PETERSBURG CITY COUNCIL

Meeting of November 3, 2016

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

**SUBJECT:** An Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, within Coconut Park located at 500 Sunset Drive South, St. Petersburg; authorizing the Mayor, or his Designee, to execute all documents necessary to effectuate this ordinance; and providing an effective date.

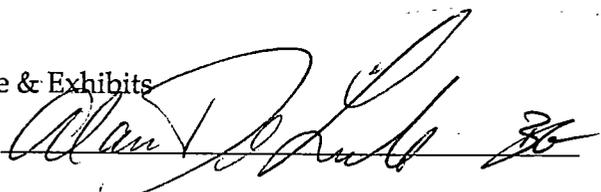
**BACKGROUND:** Real Estate & Property Management received a request from the Parks and Recreation Department to prepare the necessary documents to grant Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, ("Duke Energy"), a Public Utility Easement ("Easement") (also referred to by Duke Energy as a "Distribution Easement - Corporate"), within Coconut Park located at 500 Sunset Drive South, St. Petersburg.

The Easement, as legally described in Exhibit "A", is necessary to install and maintain power upgrades for improved park lighting. The Easement will have no significant effect on the public's use of the property.

An ordinance is required to authorize the grant of this Easement to Duke Energy as the requested Easement is to be located on land classified by the City Charter as "Park and Waterfront Property." This action is in compliance with Section 1.02(c)(3) of the City Charter that provides "...utility easements may be granted upon specific approval by ordinance where the easement will have no significant effect on the public's use of the property."

**RECOMMENDATION:** Administration recommends that City Council adopt the attached ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy within Coconut Park located at 500 Sunset Drive South, St. Petersburg; authorizing the Mayor, or his Designee, to execute all documents necessary to effectuate this Ordinance; and providing an effective date.

**ATTACHMENTS:** Illustration, Ordinance & Exhibits

**APPROVALS:** Administration: 

Budget: \_\_\_\_\_

N/A

Legal: \_\_\_\_\_

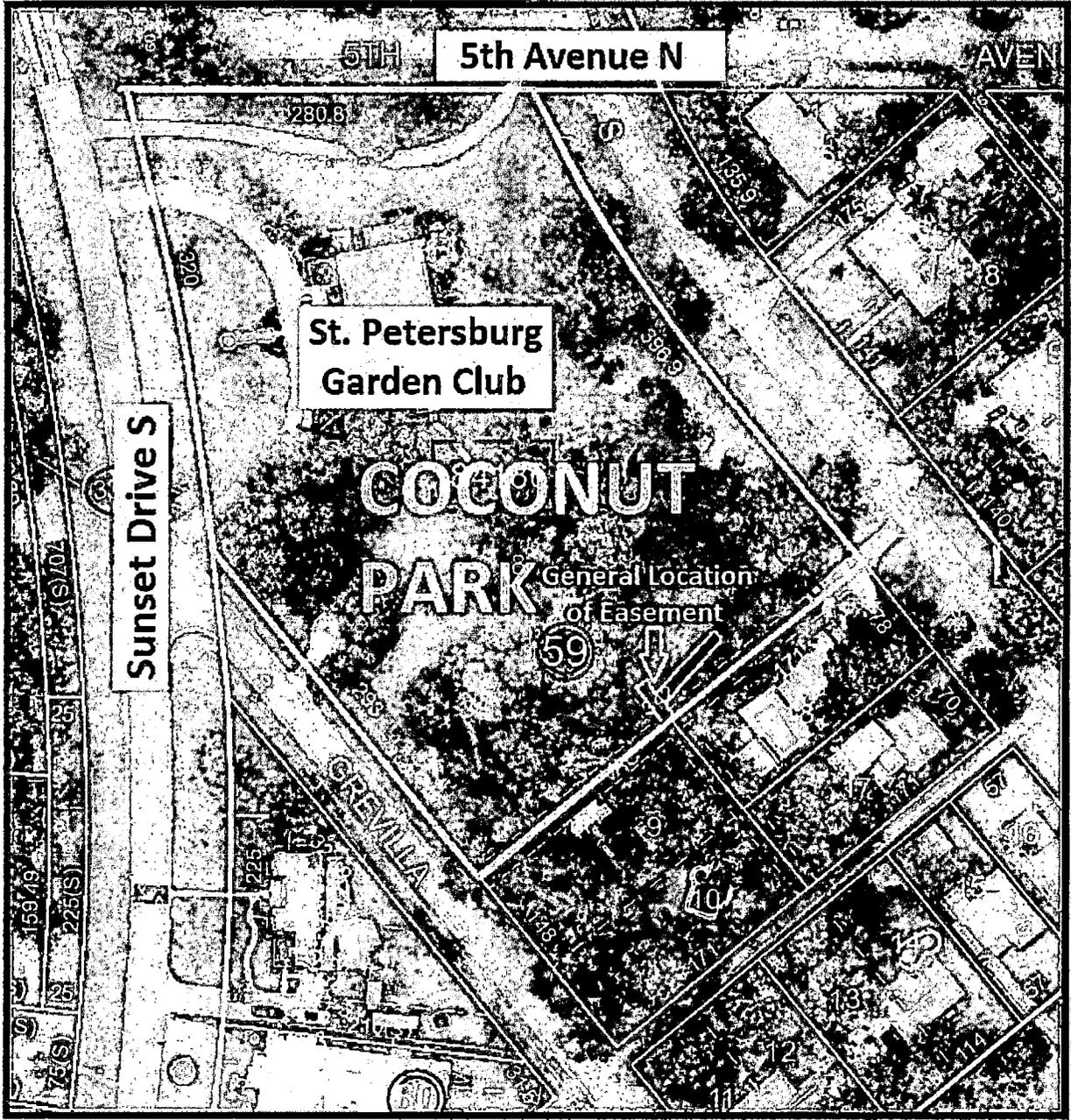
SBM

(As to consistency w/attached legal documents)

Legal: 00288705

EE-1

ILLUSTRATION



ORDINANCE NO.: \_\_\_\_\_

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(3), ST. PETERSBURG CITY CHARTER, AUTHORIZING THE GRANT OF A PUBLIC UTILITY EASEMENT TO DUKE ENERGY FLORIDA, INC., A FLORIDA CORPORATION, D/B/A DUKE ENERGY, WITHIN COCONUT PARK LOCATED AT 500 SUNSET DRIVE SOUTH, ST. PETERSBURG; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The City Council of the City of St. Petersburg, Florida, hereby approves the grant of a Public Utility Easement ("Easement") to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy to install and maintain power upgrades for improved park lighting, within the Easement location set forth in the legal description which is attached hereto as Exhibit "A" and the illustration which is attached hereto as Exhibit "B" and incorporated herein.

Section 2. This Easement will have no significant effect on the public's use of the property and is granted pursuant to Section 1.02(c)(3) of the St. Petersburg, Florida, City Charter.

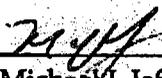
Section 3. The Mayor, or his Designee, is authorized to execute all documents necessary to effectuate this Ordinance.

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.

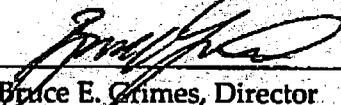
LEGAL:

  
\_\_\_\_\_  
City Attorney (Designee)  
Legal: 00288705

APPROVED BY:

  
\_\_\_\_\_  
Michael J. Jefferis, Director  
Parks & Recreation

APPROVED BY:

  
\_\_\_\_\_  
Bruce E. Grimes, Director  
Real Estate & Property Management

# EXHIBIT "A"

(Legal Description of the Easement)

## LEGAL DESCRIPTION

A PORTION OF LOT 8, BLOCK 59, REVISED MAP OF SOUTH DAVISTA, AS RECORDED IN PLAT 4, PAGE 73, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND A PORTION OF THE NORTH-WESTERLY ONE HALF OF THE 16 FOOT ALLEY ADJACENT THERETO AS SHOWN ON SAID PLAT BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHERLYMOST CORNER OF SAID LOT 8 AS POINT OF REFERENCE; THENCE ALONG THE NORTHEASTERLY RIGHT OF WAY OF GREVILLA AVENUE SOUTH, S40°00'00"E, 8.00 FEET TO THE CENTERLINE OF THE 16 FOOT ALLEY ADJACENT TO SAID LOT 8; THENCE ALONG SAID CENTERLINE, N50°02'21"E, 158.23 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID CENTERLINE, N41°57'43"W, 41.16 FEET; THENCE N48°02'17"E, 10.00 FEET; THENCE S41°57'43"E 24.03 FEET; THENCE N41°08'07"E, 74.33 FEET; THENCE S48°51'53"E, 10.00 FEET; THENCE S41°08'07"W, 75.54 FEET; THENCE S41°57'43"E, 7.41 FEET TO A POINT ON THE CENTERLINE OF SAID 16 FOOT ALLEY; THENCE ALONG SAID CENTERLINE, S50°02'21"W, 10.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 1163 SQUARE FEET OR 0.027 ACRES MORE OR LESS.

ST PETERSBURG, FLORIDA

## LEGEND

LS LICENSED SURVEYOR  
PSM PROFESSIONAL SURVEYOR AND MAPPER  
LB LICENSED BUSINESS

## NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
2. NOT A BOUNDARY SURVEY.
3. BASIS OF BEARINGS: ASSUMED S40°00'00"E, ALONG THE NORTHEASTERLY RIGHT OF WAY OF GREVILLA AVENUE SOUTH.
4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.
5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50'.
6. 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.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:		500 SUNSET DRIVE SOUTH		BY	DATE	DESCRIPTION
CITY OF ST. PETERSBURG		DESCRIPTION & SKETCH				
		SECTION 18 TOWNSHIP 31S RANGE 16E				
INITIALS	DATE	 <b>George F. Young, Inc.</b> 298 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4397 FAX (727) 822-2818 BUSINESS ONLY LIST ARCHITECTURE-ENGINEERING-ENVIRONMENTAL-PLANNING-PLANNING-SURVEYING-CAD/DTES SUNSETVILLE-LANESWOOD-RANDOLPH-ORLANDO-PALM BEACH GARDENS-ST. PETERSBURG-TAMPA		JOB NO.		
CREW CHIEF				15Y25609SS		
DRAWN	J.S. 8/22/18			SHEET NO.		
CHECKED	J.A. 8/22/18			1 of 2		
FIELD BOOK						
FIELD DIST						
JAMES A. ARGER PSM LS 3872		AUGUST 22, 2018		DATE		

FILE: I:\PROJECT\SUN151725609SS\WORK\151725609SS.DWG  
LOGN: J.SUNTH  
PLTMD: 08/23/18 08:23:16



MEMORANDUM  
CITY OF ST. PETERSBURG

City Council Meeting of November 3, 2016

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

FROM: Clay Smith, Director, Downtown Enterprise Facilities Department *ids*

SUBJECT: An Ordinance authorizing the Mayor or his designee to execute a Supplemental Joint Participation Agreement ("SJPA") amending the Joint Participation Agreement for the Southwest Hangar Redevelopment Project (Project #14168), executed by the City and the Florida Department of Transportation ("FDOT") on January 25, 2016 ("JPA") in the amount of \$600,000 which increases the amount of the JPA to \$1,200,000 ("Revised Grant Amount") and, as authorized by Section 1.02(c)(5)B of the St. Petersburg City Charter, authorizes the restrictions contained in the JPA, which, *inter alia*, require that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the JPA for the Revised Grant Amount; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

---

**EXPLANATION:** Section 1.02 (c) (5) B of the St. Petersburg City Code authorizes City Council, by a single ordinance dealing with only a single encumbrance, receiving a public hearing and receiving an affirmative vote for at least six (6) members of City Council, to permit the recording of encumbrances on Albert Whitted Airport as follows:

Encumbrances or restrictions of up to twenty years for that property or portions of that property generally known as Albert Whitted Airport which would restrict the use of that property, or portions of that property, to airport uses each time such a restriction is executed. The Albert Whitted property is generally described as:

All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida

The Airport has multiple grant funding opportunities through the Florida Department of Transportation ("FDOT") that will be available within the next few years to complete major

improvements to the airport including bulk hangars, t-hangars and aircraft ramp improvements. The majority of the improvements will include the replacement of existing, older facilities, such as Hangar #2 and T-Hangars #5, 6, 7, & 8, which have well outlived their life-cycles. However, when all phases are completed, there should be a net increase of bulk hangar storage capacity on the airport by ±25,000 sq/ft. Some of the existing aircraft ramp areas will also be improved as part of this project to correct design deficiencies, handle aircraft displacement and increase overall surface parking capacity.

Originally, the grants planned for this project were set-up as individual projects. When the first grant for this project was received, it was determined it would be more efficient to complete the design for all phases on the front end, and because multiple phases will be bid out together, it was recommended that the individual grants be merged under the single, Southwest Hangar Redevelopment Project (#14168).

Instead of issuing a separate grant document, for the latest award, the FDOT has elected to offer the funds associated with this ordinance as a supplement ("Supplemental Joint Participation Agreement") to the fourth (4th) grant for this project that was accepted by the City this past January (Item D-1 on January 6, 2016) ("Joint Participation Agreement"). This grant supplement will be the fifth (5th) acceptance of grant funds for the Southwest Hangar Redevelopment Project and provides an additional \$600,000. FDOT funding provides an eighty percent (80%) match toward the total cost of both design and construction costs. This funding and the City's twenty percent (20%) match of \$150,000 was approved as part of the FY17 CIP budget and provides a total of \$750,000 in additional funding for this project. Combined with the original JPA, a total of \$1,500,000 will be available for the Project.

#### FUNDING CHART

	ORIGINAL JPA	SUPPLEMENT JPA	TOTAL
FDOT (80%)	\$600,000	\$600,000	\$1,200,000
City (20%)	\$150,000	\$150,000	\$ 300,000
Total	\$750,000	\$750,000	\$1,500,000

The site layout, phasing plan and design for all of the facilities within the Southwest Hangar Redevelopment Project is currently underway. It is expected that design should be significantly completed by the end of the year with advertisement for construction bids in the first half of 2017. Exhibit "A", which is attached to this memorandum, provides a conceptual depiction of the primary project area and the various phases.

Additional grant opportunities will become available within FY18 and FY19 to provide the final funding to complete all the construction phases. Separate ordinances for these grants will be brought for Council approval when awarded by FDOT. Administration continues to

explore opportunities to identify match funding for the final, future grants to complete all phases of this project.

A first reading of the ordinance was held on October 20, 2016.

**RECOMMENDATION:** The Administration recommends that City Council adopt the attached ordinance authorizing the Mayor or his designee to execute a Supplemental Joint Participation Agreement ("SJPA") amending the Joint Participation Agreement for the Southwest Hangar Redevelopment Project (Project #14168), executed by the City and the Florida Department of Transportation ("FDOT") on January 25, 2016 ("JPA") in the amount of \$600,000 which increases the amount of the JPA to \$1,200,000 ("Revised Grant Amount") and, as authorized by Section 1.02(c)(5)B of the St. Petersburg City Charter, authorizes the restrictions contained in the JPA, which, *inter alia*, require that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the JPA for the Revised Grant Amount; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

**Cost/Funding/Assessment Information:** This project is part of the adopted CIP plan for the Airport. Pursuant to the JPA and the Supplemental JPA, the City will receive funding from the FDOT in the total amount of \$1,200,000 which will be used to cover up to eighty percent (80%) of the total design and construction costs of the Southwest Hangar Redevelopment Project (#14168). The City's twenty percent (20%) match of \$300,000 was approved as part of the FY17 CIP budget and is available through a transfer from the Airport's Operating Fund (4031) and within the Airport's CIP Fund (4033) balance.

Approvals:

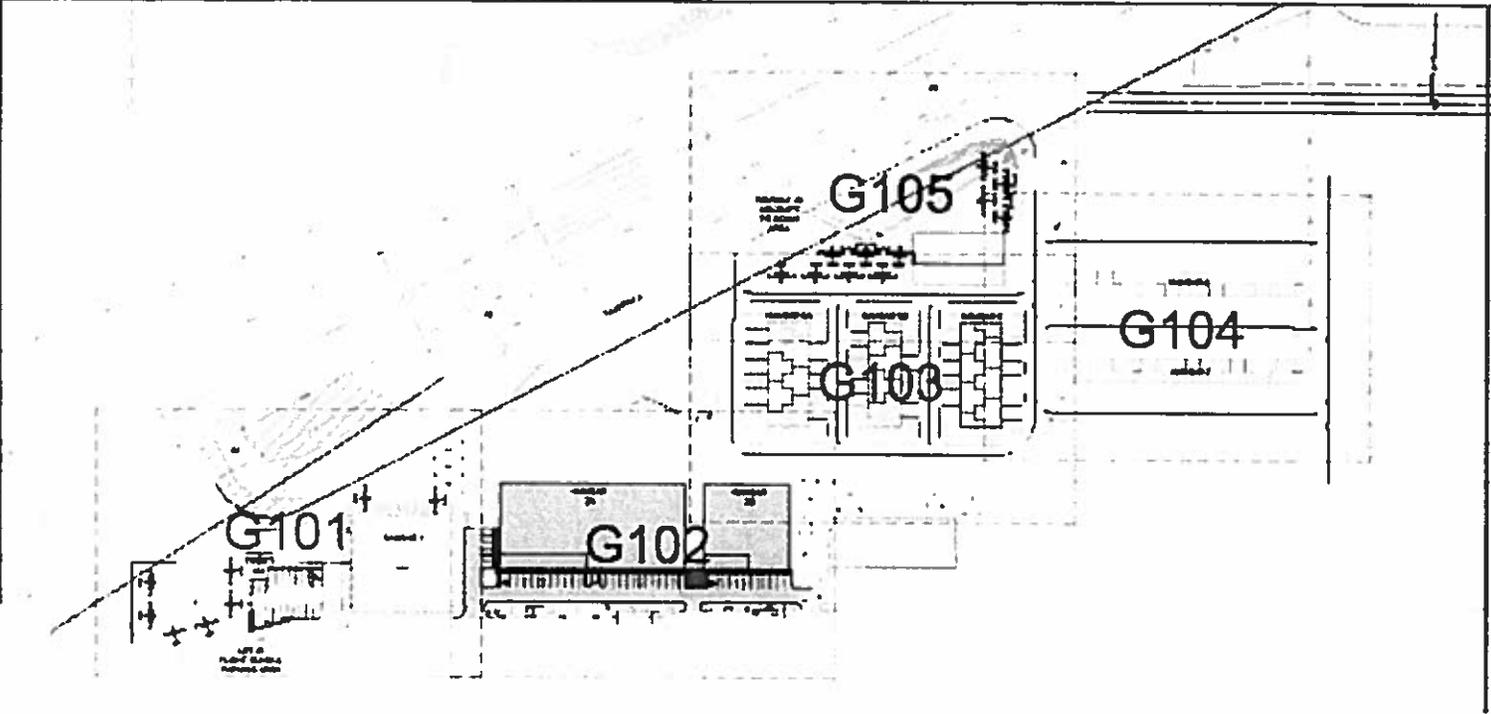
Legal:

Budget:

Administration:

Legal: 00293358.doc V. 3

**EXHIBIT "A": SOUTHWEST HANGAR REDEVELOPMENT  
PROJECT AREA**



## Ordinance No. 247-H

An Ordinance authorizing the Mayor or his designee to execute a Supplemental Joint Participation Agreement ("SJPA") amending the Joint Participation Agreement for the Southwest Hangar Redevelopment Project (Project #14168), executed by the City and the Florida Department of Transportation ("FDOT") on January 25, 2016 ("JPA") in the amount of \$600,000 which increases the amount of the JPA to \$1,200,000 ("Revised Grant Amount") and, as authorized by Section 1.02(c)(5)B of the St. Petersburg City Charter, authorizes the restrictions contained in the JPA, which, *inter alia*, require that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the JPA for the Revised Grant Amount; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

### THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. Albert Whitted Municipal Airport ("Airport") is defined by the City of St. Petersburg, Florida, City Charter Section 1.02(c)(5) B. as: All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida.

Section Two. The Florida Department of Transportation ("FDOT") has offered the City a Supplemental Joint Participation Agreement ("SJPA") in the amount of \$600,000 ("Grant") that amends the Joint Participation Agreement for the Southwest Hangar Redevelopment Project (Project #14168), executed by the City and the Florida Department of Transportation ("FDOT") on January 25, 2016 ("JPA") in the amount of \$600,000 which increases the amount of the JPA to \$1,200,000. The additional funds will be available for the following project on the Airport: Southwest Hangar Redevelopment Project (Project #14168). FDOT funding provides an eighty percent (80%) match toward the total cost of both design and construction costs.

Section Three. The restrictions which are set forth in the JPA, including but not limited to the Aviation Program Assurances ("Grant Assurances") and any additional Supplemental Joint Participation Agreements to be executed by the City, as a requirement for receipt of the grants in an amount not to exceed \$1,200,000 for the project described in Section Two of this ordinance, which *inter alia* require, that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment not to exceed 20 years from the effective date of the JPA are authorized in accordance with Section 1.02(c)(5)B of the St. Petersburg City Charter.



Ordinance No. 247-H

An Ordinance authorizing the Mayor or his designee to execute a Supplemental Joint Participation Agreement ("SJPA") amending the Joint Participation Agreement for the Southwest Hangar Redevelopment Project (Project #14168), executed by the City and the Florida Department of Transportation ("FDOT") on January 25, 2016 ("JPA") in the amount of \$600,000 which increases the amount of the JPA to \$1,200,000 ("Revised Grant Amount") and, as authorized by Section 1.02(c)(5)B of the St. Petersburg City Charter, authorizes the restrictions contained in the JPA, which, *inter alia*, require that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the JPA for the Revised Grant Amount; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. Albert Whitted Municipal Airport ("Airport") is defined by the City of St. Petersburg, Florida, City Charter Section 1.02(c)(5) B. as: All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida.

Section Two. The Florida Department of Transportation ("FDOT") has offered the City a Supplemental Joint Participation Agreement ("SJPA") in the amount of \$600,000 ("Grant") that amends the Joint Participation Agreement for the Southwest Hangar Redevelopment Project (Project #14168), executed by the City and the Florida Department of Transportation ("FDOT") on January 25, 2016 ("JPA") in the amount of \$600,000 which increases the amount of the JPA to \$1,200,000. The additional funds will be available for the following project on the Airport: Southwest Hangar Redevelopment Project (Project #14168). FDOT funding provides an eighty percent (80%) match toward the total cost of both design and construction costs.

Section Three. ~~The~~ restrictions which are set forth in the JPA, including but not limited to the Aviation Program Assurances ("Grant Assurances") and any additional Supplemental Joint Participation Agreements to be executed by the City, as a requirement for receipt of the grants in an amount not to exceed \$1,200,000 for the project described in Section Two of this ordinance, which *inter alia* require, that the City make Albert Whitted Airport available as an airport for public use on fair and reasonable terms, and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment not to exceed 20 years from the effective date of the JPA are authorized in accordance with Section 1.02(c)(5)B of the St. Petersburg City Charter.

Commented [RB1]: Please note that the word "Authorizes" has been deleted and the word "The" capitalized since the section ends with " are authorized. "

Section Four. The Mayor or his designee is authorized to accept the Grant from the FDOT in the amount of \$600,000.

Section Five. The Mayor or his designee is authorized to execute all documents necessary to effectuate this ordinance.

Section Six. Severability. The provisions of this ordinance shall be deemed to be severable. If any portion of this ordinance is deemed unconstitutional, it shall not affect the constitutionality of any other portion of this ordinance.

Section Seven. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth 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.

Section Eight. Expiration. In the event the FDOT fails to award the grant set forth in Section Two, above, within one year of the effective date of this ordinance, this ordinance shall expire.

Approvals:

Legal: \_\_\_\_\_ Administration: \_\_\_\_\_

Budget: \_\_\_\_\_

Legal: 00292806.doc V. 2

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of November 3, 2016

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

**SUBJECT:** A resolution approving the selection of ASRus, LLC to provide professional engineering services for the SWWRF Reclaimed Water and Injection Wells Improvements Project in an amount not to exceed \$1,285,000; authorizing the Mayor or his designee to execute an Architect/Engineering Agreement and all other documents necessary to effectuate this transaction and providing an effective date. (Engineering Project No. 16110-111)

**EXPLANATION:** On August 29, 2016, the Consultant Selection Committee selected the firm of ASRus, LLC to furnish professional engineering services for the SWWRF Reclaimed Water and Injection Wells Improvements Project.

The City utilizes three existing 24" deep injection wells to inject up to 45 million gallons per day (MGD) surplus reclaimed water between approximately 970 and 1,100 feet in depth. An additional two injection wells, one onsite and one offsite, are required to provide increased disposal capacity to inject up to 70 MGD during extreme wet weather conditions.

This Project is being conducted in separate phases due to the extensive and prolonged permitting and construction period of the injection wells.

PHASE I – The contract with ASRus, LLC, in an amount not to exceed \$1,285,000, includes the scope of services for design, permitting and construction of the injection wells and a Basis of Design Report (BODR) for the associated piping and pumping facilities.

Under the contract, ASRus, LLC, together with City Staff and coordination with other stakeholders, shall evaluate locations for installation of the injection wells. During this process, considerations such as projected injection capacity, cost of permitting and construction of associated piping and pumping, and impact on neighboring facilities, will be considered in the selection of the injection well locations.

Construction documents will be prepared, and bids solicited from qualified firms to construct the injection wells. The contractor costs for construction of the injection wells will be provided to Council for approval of the construction contract as a separate Council item.

PHASE II – An amendment to the contract with ASRus, LLC will be provided to City Council for the design, permitting and construction phase services for the associated piping and pumping requirements as outlined under the BODR under Phase I.

Construction documents will be prepared and bids solicited from qualified contractors to construct the piping and pumping improvements. The contractor costs for construction of the piping and pumping will be provided to Council for approval of the construction contract as a separate Council item.

CA-2

**Contract with ASRus, LLC**

Injection Wells Design/Permitting/Construction Phase	\$1,285,000
Pumping and Piping Design/Permitting/Construction Phase Services	\$3,500,000 (preliminary estimate)

**Contractor Costs**

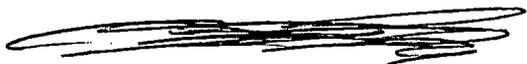
Construction of Injection Wells	\$6,000,000 (preliminary estimate)
Construction of Pumping and Piping	\$1,415,000 (preliminary estimate)
Current Budgeted Capital Improvements Program	\$12,200,000

**RECOMMENDATION:** Administration recommends a resolution approving the selection of ASRus, LLC to provide professional engineering services for the SWWRF Reclaimed Water and Injection Wells Improvements Project in an amount not to exceed \$1,285,000; authorizing the Mayor or his designee to execute an Architect/Engineering Agreement between the City of St. Petersburg and ASRus, LLC and all other documents necessary to effectuate this transaction and providing an effective date. (Engineering Project No. 16110-111)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), Water Reclamation Facilities Improvements.

**ATTACHMENTS:** Resolution

**APPROVALS:**

  
Administrative

  
Budget

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION APPROVING THE SELECTION OF ASRUS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE SWWRF RECLAIMED WATER AND INJECTION WELLS IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$1,285,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 16110-111)

WHEREAS, on August 29, 2016, the Consultant Selection Committee selected the firm of ASRus, LLC to furnish professional engineering services for the SWWRF Reclaimed Water and Injection Wells Improvements Project; and

WHEREAS, this project is being conducted in separate phases due to the extensive and prolonged permitting and construction period of the injection wells. PHASE I – The contract with ASRus, LLC, in an amount not to exceed \$1,285,000, includes the scope of services for design, permitting and construction of the injection wells and a Basis of Design Report (BODR) for the associated piping and pumping facilities. PHASE II – An amendment to the contract with ASRus, LLC will be provided to City Council for the design, permitting and construction phase services for the associated piping and pumping requirements as outlined under the BODR under Phase I.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of ASRus, LLC to provide services for the SWWRF Reclaimed Water and Injection Wells Improvements Project, in an amount not to exceed \$1,285,000 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to execute an architect/engineering agreement and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved by:

  
\_\_\_\_\_  
Legal Department  
By: (City Attorney or Designee)

Approved by:

  
\_\_\_\_\_  
Brejesh Prayman, P.E.  
Engineering and Capital  
Improvements Interim Director

# CITY COUNCIL AGENDA PRESENTATION

October 3, 2016

**TO:** The Honorable Members of City Council

**SUBJECT:** USF St. Petersburg update

**PRESENTER:** Sophia T. Wisniewska, Regional Chancellor

**SCHEDULE FOR COUNCIL ON:**

Agenda of November 3, 2016

**MEMORANDUM**

Council Meeting of November 3, 2016

TO: City Council Chair and Members of City Council

FROM: Robert Gerdes, Director, Codes Compliance Assistance Department

RE: Resolution to Approve Re-Appointment of Darryl Wilson to the Code Enforcement Board

Pursuant to St. Petersburg City Code Section 2-337, appointees to City boards, including the Code Enforcement Board (“Board”), may serve no more than two consecutive full terms on the same board. City Council may waive this section for an appointee by resolution. Such resolution must pass with six (6) affirmative votes and is required to be presented as a report item on the agenda. A demonstrated benefit to the City must also be shown in the resolution.

Mr. Wilson has served on the Board for two consecutive terms of three years each and his current term will expire on December 31, 2016. Mr. Wilson has also served as the Chair of the Board for the past year. The Department believes that Mr. Wilson’s leadership on the Board has been invaluable both to the Department and the citizen participants appearing before the Board. Mr. Wilson is a Professor of Law and Associate Dean at Stetson Law School. Mr. Wilson’s experience as a real estate and transactional law professor has been a benefit to the Board, the City, and the public because of his ability to assist the Board in understanding the foreclosure process, real estate title matters, and the general impact of Florida real estate laws on cases before the Board. Therefore, the Codes Compliance Assistance Department recommends the re-appointment of Darryl Wilson to the Code Enforcement Board, and believes that his reappointment will provide a benefit to the Department, the Board and the City.

A resolution waiving the term limit prohibition contained in Section 2-337 for the reappointment of Darryl Wilson to the Board is attached for your consideration.

Attachments:  
Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION PROVIDING FOR THE WAIVER, ON A ONE-TIME BASIS, FROM CITY CODE SECTION 2-337 WHICH LIMITS APPOINTEES TO CITY BOARDS, COMMITTEES, AND COMMISSIONS FROM SERVING MORE THAN TWO CONSECUTIVE FULL TERMS ON THE SAME BOARD, COMMITTEE, OR COMMISSION; PROVIDING FOR THE APPOINTMENT OF DARRYL WILSON TO THE CODE ENFORCEMENT BOARD FOR A THIRD CONSECUTIVE TERM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, St. Petersburg City Code Section 2-337 currently limits appointees to City boards, committees, and commissions from serving more than two consecutive full terms on the same board, committee, or commission; and

WHEREAS, a vacancy will occur on the Code Enforcement Board, starting on January 1, 2017; and

WHEREAS, a current member, Darryl Wilson, who has served two consecutive full terms ending December 31, 2016 on the Code Enforcement Board, seeks appointment to the Code Enforcement Board for a third consecutive term, in excess of the term limits provided by Section 2-337; and

WHEREAS, Darryl Wilson's experience as a real estate and transactional law professor at Stetson Law School has been a benefit to the Board, the City, and the public because of his ability to assist the Board in understanding the foreclosure process, real estate title matters, and the general impact of Florida real estate laws on cases before the Board; and

WHEREAS, the Codes Compliance Assistance Department supports the reappointment of the proposed appointee, Darryl Wilson, to the Code Enforcement Board; and

WHEREAS, Section 2-337 allows for a waiver of the two term limit by resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St Petersburg, Florida, that the term limits in Section 2-337 are hereby waived on a one-time basis to permit the appointment of Darryl Wilson to the Code Enforcement Board for a third consecutive three year term.

BE IT FURTHER RESOLVED that this waiver will provide a benefit to the City and its citizens.

BE IT FURTHER RESOLVED that Darryl Wilson is hereby appointed to a third term on the Code Enforcement Board to begin January 1, 2017.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

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City Legal

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Administration

# ST. PETERSBURG CITY COUNCIL

## Report

Meeting of November 3, 2016

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

**SUBJECT:** Approving the First Amendment to the Architect/Engineering Agreement dated July 13, 2015 between the City of St. Petersburg, Florida ("City") and Associated Space Design, Inc. ("A/E") in association with Rogers Partners, for additional design service for the New St. Petersburg Pier project in an amount not to exceed \$120,000, for a total contract amount not to exceed of \$4,486,000; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date.

**EXPLANATION:** On July 9, 2015, City Council approved an A/E agreement between the City of St. Petersburg and Associated Space Design, Inc. for design and construction administration services related to the new St. Petersburg Pier project in the amount of \$4,366,000. The scope of services included planning, programming, design and construction administration services for an approximately \$33,000,000 replacement of the Municipal Pier, as part of an overall \$46,000,000 budget.

On April 7, 2016, City staff presented the Schematic Design Report to the City Council and received authorization to proceed with the balance of the design and construction administration phases. The Schematic Design documents reflected refinements to the concept that could be constructed within the construction cost budget of \$33,600,000, which included an area known as the "Welcome Plaza" near the center of the site where the Pier and the Pier Approach projects intersect.

The Welcome Plaza, as conceived by the A/E, was a large, flexible, programmable civic plaza and event zone that visitors would arrive to, in order to begin their Pier experience. It included a Transportation Hub building, the Tilted Lawn, a Splash Pad, Spa Beach Restrooms and other landscape features. With the initiation of the Pier Approach project, the Welcome Plaza no longer served as the first stop and point of arrival. The function and purpose of a key central area of the project came into question. It became evident that in order for the Pier District to become a single seamless design, the Welcome Plaza would need to be reconceived.

During the subsequent design phase, the A/E's services included the need to have both the Pier design team (ASD with Rogers Partners) and the Pier Approach design team (W-Architecture with Wannemacher Jensen Architects) work together to resolve the incompatibility of the Welcome Plaza zone in relation to the new Pier Approach. The resulting plan, developed in collaborative work sessions with both design teams, replaced the separate Transportation Hub and restroom building with a single, large shade pavilion that will include restrooms and a snack bar. The pavilion forms the anchor of a re-organized Pier Plaza the now provides shade, cover and comfort for a children's play zone, the splash pad, improved access to the beach, connection to the future

restaurant and parking/visitor drop off, and relocates the transportation elements away from the central core.

The additional services are required in order to revise the plans for the plaza to include the design of a single pavilion shade structure with restrooms and a snack bar, including architecture, landscape architecture, civil engineering, structural, mechanical and electrical engineering services.

The A/E Agreement includes the following phases and associated lump sum fees and costs:

Phase I – Schematic Design (complete)	\$ 1,187,000
Phase II – Design Development (complete)	\$ 905,000
Phase III – Construction Document	\$ 1,203,000
Phase IV - Construction Administration	\$ 821,000
Reimbursable Cost	\$ 150,000
Design Contingency	\$ 100,000
Total Contract Amount	\$ 4,366,000
Additional Services Amendment No. 1	\$ 120,000
Revised Total A/E fees	\$ 4,486,000

**RECOMMENDATION:** Administration recommends City Council adopt the attached resolution approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida ("City") and Associated Space Design, Inc. ("A/E) for additional design services for the New St. Petersburg Pier in the amount of \$120,000; authorizing the Mayor or his designee to execute the first amendment to the A/E Agreement; and providing an effective date

**COST/FUNDING INFORMATION:** Funds have been previously appropriated in the General Capital Improvement Fund (3001), Pier Visioning Project (11988).

**ATTACHMENTS:** Resolution

**APPROVALS:**

  
Administrative

  
Budget

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 13, 2015 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND ASSOCIATED SPACE DESIGN, INC. IN ASSOCIATION WITH ROGERS PARTNERS, FOR ADDITIONAL DESIGN SERVICES FOR THE NEW ST. PETERSBURG PIER PROJECT IN AN AMOUNT NOT TO EXCEED \$120,000, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED OF \$4,486,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 13, 2015, the City of St. Petersburg, Florida ("City") and Associated Space Design, Inc. executed an architect/engineering agreement for A/E to provide design and construction administration services related to the New St. Petersburg Pier project in the amount of \$4,366,000; and

WHEREAS, on April 7, 2016, City staff presented the Schematic Design Report to the City Council and received authorization to proceed with the balance of the design and construction administration phases; and

WHEREAS, the Schematic Design documents reflected refinements to the concept that could be constructed within the construction cost budget of \$33,600,000, which included an area known as the "Welcome Plaza" near the center of the site where the Pier and the Pier Approach projects intersect; and

WHEREAS, the additional services are required in order to revise the plans for the "Welcome Plaza" to include the design of a single pavilion shade structure with restrooms and a snack bar including civil engineering, landscaping, structural, mechanical and electrical engineering; and

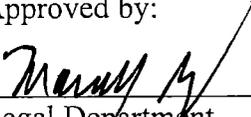
WHEREAS, Administration recommends approval of the First Amendment for additional design services for the new St. Petersburg Pier Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the First Amendment to the Architect/Engineering Agreement dated July 13, 2015, between the City of St. Petersburg, Florida and Associated Space Design, Inc. in association with Rogers Partners, for additional design services for the New St. Petersburg Pier Project in an amount not to exceed \$120,000, for a total contract amount not to exceed of \$4,486,000 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.

This Resolution shall become effective immediately upon its adoption.

Approved by:

  
\_\_\_\_\_  
Legal Department  
By: (City Attorney or Designee)

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of November 3, 2016

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

**SUBJECT:** A resolution acknowledging the selection of Advanced Engineering & Design, Inc.; AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Black & Veatch Corporation; Brown and Caldwell (Corporation); Carollo Engineers, Inc.; CH2M HILL Engineers, Inc.; George F. Young, Inc.; Greeley and Hansen LLC; Grissom Smith, LLC; Hazen & Sawyer, P.C.; HDR Engineering, Inc.; Land & Water Engineering Science, Inc.; McKim & Creed, Inc.; and Reiss Engineering, Inc. to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water 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 September 16, 2016, the Selection Committee selected the firms of Advanced Engineering & Design, Inc.; AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Black & Veatch Corporation; Brown and Caldwell (Corporation); Carollo Engineers, Inc.; CH2M HILL Engineers, Inc.; George F. Young, Inc.; Greeley and Hansen LLC; Grissom Smith, LLC; Hazen & Sawyer, P.C.; HDR Engineering, Inc.; Land & Water Engineering Science, Inc.; McKim & Creed, Inc.; and Reiss Engineering, Inc. to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water Projects.

Professional architectural/engineering services under the A/E Agreements will provide for evaluation and studies, preparation of specifications and design documents, bidding phase, construction phase, and other related services.

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 Advanced Engineering & Design, Inc.; AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Black & Veatch Corporation; Brown and Caldwell (Corporation); Carollo Engineers, Inc.; CH2M HILL Engineers, Inc.; George F. Young, Inc.; Greeley and Hansen LLC; Grissom Smith, LLC; Hazen & Sawyer, P.C.; HDR Engineering, Inc.; Land & Water Engineering Science, Inc.; McKim & Creed, Inc.; and Reiss Engineering, Inc. to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water 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.

CB-8

**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 *B*

*Sharon McKee*  
Budget

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION ACKNOWLEDGING THE SELECTION OF ADVANCED ENGINEERING & DESIGN, INC.; AECOM TECHNICAL SERVICES, INC.; ARCADIS U.S., INC.; BLACK & VEATCH CORPORATION; BROWN AND CALDWELL (CORPORATION); CAROLLO ENGINEERS, INC.; CH2M HILL ENGINEERS, INC.; GEORGE F. YOUNG, INC.; GREELEY AND HANSEN LLC; GRISSOM SMITH, LLC; HAZEN & SAWYER, P.C.; HDR ENGINEERING, INC.; LAND & WATER ENGINEERING SCIENCE, INC.; MCKIM & CREED, INC.; AND REISS ENGINEERING, INC. TO PROVIDE MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER 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 Potable Water, Wastewater and Reclaimed Water Projects for the City of St. Petersburg ("City"); and

**WHEREAS**, the Selection Committee selected Advanced Engineering & Design, Inc.; AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Black & Veatch Corporation; Brown and Caldwell (Corporation); Carollo Engineers, Inc.; CH2M HILL Engineers, Inc.; George F. Young, Inc.; Greeley and Hansen LLC; Grissom Smith, LLC; Hazen & Sawyer, P.C.; HDR Engineering, Inc.; Land & Water Engineering Science, Inc.; McKim & Creed, Inc.; and Reiss Engineering, 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**, Advanced Engineering & Design, Inc.; AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Black & Veatch Corporation; Brown and Caldwell (Corporation); Carollo Engineers, Inc.; CH2M HILL Engineers, Inc.; George F. Young, Inc.; Greeley and Hansen LLC; Grissom Smith, LLC; Hazen & Sawyer, P.C.; HDR Engineering, Inc.; Land & Water Engineering Science, Inc.; McKim & Creed, Inc.; and Reiss Engineering, Inc. have agreed to the terms and conditions set forth in the A/E Agreement; and

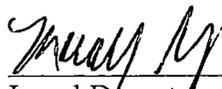
**WHEREAS**, from time to time the City issues task orders to such firms to perform miscellaneous professional services in accordance with the A/E Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida, that the selection of Advanced Engineering & Design, Inc.; AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Black & Veatch Corporation; Brown and Caldwell (Corporation); Carollo Engineers, Inc.; CH2M HILL Engineers, Inc.; George F. Young, Inc.; Greeley and Hansen LLC; Grissom Smith, LLC; Hazen & Sawyer, P.C.; HDR Engineering, Inc.; Land & Water Engineering Science, Inc.; McKim & Creed, Inc.; and Reiss Engineering, Inc. to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water 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.

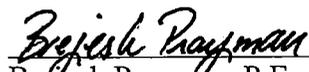
This resolution shall become effective immediately upon its adoption.

Approved by:



Legal Department  
By: (City Attorney or Designee)

Approved by:



Breesh Prayman, P.E.  
Interim Engineering Director

**ST. PETERSBURG CITY COUNCIL**

**Meeting of November 3, 2016**

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

**SUBJECT:** ORDINANCE \_\_\_\_-H, approving and adopting a Development Agreement with the University of South Florida Board of Trustees.

**REQUEST:** It is requested that the Development Agreement associated with the University of South Florida St. Petersburg (USFSP) Campus Master Plan Update be approved. Analysis is provided in the attached staff report.

**RECOMMENDATION:**

Administration: The Administration recommends APPROVAL of the attached, proposed ordinance.

Public Input: The Planning & Economic Development Department received no phone calls and emails regarding this matter.

Community Planning & Preservation Commission (CPPC): On October 11, 2016 the CPPC conducted a public hearing and voted unanimously 7 to 0 to recommend approval to the City Council.

Recommended City Council Action:

- 1) CONDUCT the first reading of the attached, proposed ordinance; and
- 2) SET the second reading and public hearing for November 21, 2016.

Attachments: Ordinance,  
Development Agreement,  
Draft CPPC Minutes, and  
Staff Report

ORDINANCE NO. \_\_\_\_ H

AN ORDINANCE APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT WITH THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES RELATING TO THE DEVELOPMENT OF THE UNIVERSITY OF SOUTH FLORIDA ST. PETERSBURG CAMPUS PROPERTY GENERALLY LOCATED BETWEEN 1<sup>ST</sup> STREET SOUTH AND 4<sup>TH</sup> STREET SOUTH AND BETWEEN 5<sup>TH</sup> AVENUE SOUTH AND BAYBORO HARBOR; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Development Agreement between the City of St. Petersburg and the University of South Florida Board of Trustees, a copy of which is attached hereto and incorporated herein as Exhibit "A," is hereby approved and adopted.

SECTION 2. The Mayor, or his designee, is authorized to execute the Development Agreement on behalf of the City.

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective on the fifth (5<sup>th</sup>) business day after adoption. If the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, 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:

USFSP-2016

	10-21-16
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT	DATE
	10/20/16
ASSISTANT CITY ATTORNEY	DATE

**2016**  
**CAMPUS DEVELOPMENT AGREEMENT**  
**BETWEEN THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**  
**AND THE CITY OF ST. PETERSBURG**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **CITY OF ST. PETERSBURG** (herein referred to as the “City”), a municipal corporation of the State of Florida, and the **UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES** (hereinafter referred to as the “BOT”), a public body corporate of the State of Florida, acting for and on behalf of the **UNIVERSITY OF SOUTH FLORIDA ST. PETERSBURG**, (hereinafter referred to as “USFSP”).

**WITNESSETH:**

**WHEREAS**, the USFSP is a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to the City, and

**WHEREAS**, in recognition of this unique relationship between campuses of the State Universities and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise, and

**WHEREAS**, the BOT/USFSP has prepared and adopted a 2015 – 2025 Campus Master Plan Update for the USF St Petersburg Campus (hereinafter referred to as the Campus Master Plan Update) in compliance with the requirements set forth in Subsections 1013.30(3)-(6), Florida Statutes, and

**WHEREAS**, upon adoption of the Campus Master Plan Update by the BOT, the BOT and City are required to enter into a campus development agreement, and

**WHEREAS**, the campus development agreement determines the impacts of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including sanitary sewer, solid waste, drainage/stormwater management, potable water, and parks and recreation, and

**WHEREAS**, the campus development agreement identifies any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute, and

**WHEREAS**, the campus development agreement identifies all improvements to facilities or services which are necessary to eliminate these deficiencies, and

**WHEREAS**, the campus development agreement identifies the BOT’s “fair share” of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies.

**NOW, THEREFORE**, in consideration of the covenants contained herein and the performance thereof, the parties do hereby agree as follows:

## **1.0 RECITATIONS**

The foregoing recitals are true and correct and are incorporated herein by reference.

## **2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT**

- 2.1 The term “affected person” shall have the meaning given to it in Subsection 1013.30(2)(b), Florida Statutes, as amended.
- 2.2 The term “aggrieved or adversely affected person” means any person or local government that will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, and environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but must exceed in degree the general interest in community good shared by all persons.
- 2.3 The term “campus master plan” means a plan that meets the requirements of Subsections 1013.30(3) through (6), Florida Statutes, as amended.
- 2.4 The term “comprehensive plan” means a plan that meets the requirements of Chapter 163, Part II, Florida Statutes, as amended.
- 2.5 The term “concurrency” means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.6 The term “development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
- 2.7 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.
- 2.8 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.
- 2.9 The term “force majeure event” means acts of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, terrorist activities, malicious mischief, insurrection, riots, landslides, or explosions capable of destroying all or a portion of a project reserving capacity pursuant to this Agreement.

- 2.10 The term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, and parks and recreation.
- 2.11 The term “state land planning agency” means the Department of Economic Opportunity, Division of Community Planning.

### **3.0 INTENT AND PURPOSE**

- 3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsection 1013.30(10)-(14), Florida Statutes. It is the intent of the BOT/USFSP and City to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, and parks and recreation are available consistent with the level of service standards for these facilities as adopted in the City’s comprehensive plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including sanitary sewer, solid waste, drainage/stormwater management, potable water, and parks and recreation.

### **4.0 GENERAL CONDITIONS**

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement and Ordinance H-\_\_\_\_\_ shall be legally binding and strictly adhered to by the BOT/USFSP and the City.
- 4.2 The BOT/USFSP represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of the BOT/USFSP.
- 4.3 The City represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the City represents that this Agreement has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City having been previously approved by an ordinance adopted by the City and has been the subject of one or more duly noticed public hearings as required by law.
- 4.4 Federal, state, regional, and local environmental laws, regulations and program requirements, including permits, shall remain applicable, together with any amendments or changes to them which may be made from time to time.
- 4.5 In the event that all or a portion of a project reserving capacity pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure event, the BOT/USFSP, its grantees, successors and assigns, shall have the right to rebuild and/or repair such project, consistent with the adopted Campus Master Plan Update and with this Agreement.
- 4.6 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that

there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. This Agreement shall not affect any other written agreement between the City and the BOT/USFSP.

- 4.7 Upon execution of this Agreement, all campus development identified in the adopted USFSP Campus Master Plan Update and Exhibit "A" may proceed without further review by the City if it is consistent with the terms of this Agreement and the adopted Campus Master Plan Update.
- 4.8 If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.
- 4.9 The BOT/USFSP agrees that any proposed street narrowings, closings, or vacations of right-of-way, as identified in the Campus Master Plan Update, shall be done in strict compliance with the City's review process and procedures for street closings and vacating rights-of-ways, as established by City ordinance.
- 4.10 The BOT/USFSP agrees that any existing use of the City's submerged land in Bayboro Harbor shall be done in strict compliance with license agreement(s) entered into between the University and the City. The BOT/USFSP agrees that any proposed use of the City's submerged land in Bayboro Harbor shall be done in strict compliance with license agreement(s) to be entered into between the University and City prior to the University's use of the City's submerged land.

## **5.0 DURATION OF AGREEMENT**

This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2021, unless extended by the mutual consent of the BOT/USFSP and the City, in accordance with Section 15.0 of this Agreement.

## **6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT**

The real property subject to this Agreement and included within is identified in Exhibit "B," attached hereto and incorporated herein by this reference (less the City's Poynter Park property and road right-of-way).

## **7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES**

The following public facilities and services are available to support development authorized under the terms of this Agreement.

- 7.1 Private stormwater management service to the USFSP Campus is provided by 15 retention ponds. Outfall for these retention ponds is provided to Bayboro Harbor via connection to the City's stormwater management system. A 24-inch stormwater line extends south along the eastern right-of-way line of First Street South with its outfall via a box culvert located between the existing Florida

Wildlife Research Institute (FWRI) buildings. The City also has an additional double nine feet by four feet box culvert extending through the Campus in the 2<sup>nd</sup> Street right-of-way and within a utility easement in the former 2<sup>nd</sup> Street right-of-way between Bayboro Hall and Davis Hall, which provides stormwater outfall for a larger drainage basin within the City.

- 7.2 Potable water service to the USFSP Campus is provided by the City. The City maintains a network of distribution lines within City rights-of-way. A 12-inch and 6-inch potable water main exist within Sixth Avenue South; a 6-inch line runs within a 50-foot utility easement which is the extension of Seventh Avenue South; a 12-inch and a 6-inch main exist within 1<sup>st</sup> Street South; and an 8- and a 12-inch main exist within 3<sup>rd</sup> Street South. The rest of the campus is serviced by a network of metered 6- and 8-inch distribution lines.
- 7.3 Sanitary sewer service to the USFSP Campus is provided by the City. There is a 48” gravity trunk main that traverses the campus from the intersection of 4<sup>th</sup> Street South and 11<sup>th</sup> Avenue South, running east one half block, then turning north in an easement to a manhole halfway between 6<sup>th</sup> and 7<sup>th</sup> Avenues South, then east to 1st Street South. Connecting to this gravity trunk line are smaller lines that provide sanitary sewer service to much of the USFSP campus. These lines include both 18” and 8” gravity mains and 8” service lines. There is also a 30” force main pipe that runs through the campus along the following route: entering the campus from the east at 1<sup>st</sup> Street South, midway between 6<sup>th</sup> and 7<sup>th</sup> Avenues, running west to 3<sup>rd</sup> Street where it turns south and continues to 11<sup>th</sup> Avenue South. At 11<sup>th</sup> Avenue South, the force main turns west and continues beyond the campus boundary at 4<sup>th</sup> Street South.
- 7.4 The City provides solid waste collection and disposal service to the USFSP Campus. Located on the campus are nine (9) solid waste receptacles with a total capacity of 55 cubic yards. Solid waste is collected three times weekly and separated. Burnable solid waste is transported to the Pinellas County refuse-to-energy incinerator facility located in Pinellas Park. Non-burnable, but unrecyclable, solid waste is transported to the Pinellas County landfill.
- 7.5 Existing open space and recreation facilities on the USFSP Campus include the Campus Activities Center, the outdoor swimming pool, the recreation field, and the watercraft recreation area. Located within an approximate two-mile radius of the campus are six community parks and recreation areas.
- 7.6 Roadways providing service to the USFSP Campus include local and major roads. First Street South and Fourth Street South generally form the east and west boundaries of the campus, respectively. Fifth Avenue South and Bayboro Harbor generally form the north and south boundaries of the campus, respectively. Sixth Avenue South and Third Street South cross through the campus. Second Street South, now also known as University Way South, enters the campus area from the north, terminating at Sixth Avenue South. Three Pinellas Suncoast Transit Authority (“PSTA”) routes (32, 14 and 4) provide service to the campus.

## **8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE CITY**

- 8.1 The City has established the following level of service standard for stormwater management:

- a) Due to the back log of stormwater improvement needs and the time needed to implement improvements to the municipal drainage system, existing conditions will be adopted as the level of service.
- b) Construction of new, and improvements to existing, surface water management systems requires permits from the Southwest Florida Water Management District (SWFWMD), except for projects specifically exempt. As a condition of municipal development approval, new development and redevelopment within the City which requires a SWFWMD permit according to Rules 40D-4 and 40D-40, shall be required to obtain a SWFWMD permit and meet SWFWMD water quality and water quantity design standards. Development which is exempt from SWFWMD permitting requirements shall be required to obtain a letter of exemption.
- c) Construction of new, and improvements to existing, surface water management systems will be required to meet design standards outlined in the Drainage Ordinance, Section 16.40.030, as amended, St. Petersburg City Code, using a minimum design storm of 10-year return frequency 1-hour duration, rainfall intensity curve Zone VI, Florida Department of Transportation. Improvements to the municipal drainage system will be designed to convey the runoff from a 10-year, 1-hour storm event.

8.2 The City has established the following level of service standard for potable water:

- a) The following level of service standard for average day demand is hereby adopted to determine the availability of facility capacity prior to a land use plan change or annexation: 125 gallons per capita per day (gpcd). The maximum day to average day ratio will be 1.25.
- b) The level of service for the peak hour rates are 210 percent of the total annual average day rates.
- c) The City shall adopt a level of service standard for minimum pressure of 20 psig at curbside.
- d) The City shall adopt a level of service standard for storage capacities which equals at least 50 percent of average day demand.

8.3 The City has established the following level of service standards for sanitary sewer:

- a) Average day demand

<u>Facility</u>	<u>Gallons per person per day</u>
Northeast wastewater service area	173
Albert Whitted wastewater service area*	166
Southwest wastewater service area	161
Northwest wastewater service area	170

\* This service area has been combined with the Southwest wastewater service area. Additional data is needed to establish revised gallons per person per day.

- 8.4 The City has established a level of service standard for solid waste of 1.3 tons per capita per year.
- 8.5 The City has established a level of service standard for recreation and open space of 9 land acres of usable recreation and open space acreage per 1,000 population.
- 8.6 In 2016, the City eliminated transportation concurrency policies and code provisions, as well as level of service standards for roads and mass transit. Transportation management plans, and in some cases traffic studies, will be required for large development projects (51 new peak hour trips or more) that impact a deficient roadway (LOS E or F, and/or a volume-to-capacity ratio of 0.90 or higher with no mitigating improvements scheduled within three years).

**9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT/USFSP AND SERVICE PROVIDERS**

The BOT/USFSP has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the USFSP campus:

- 9.1 The BOT/USFSP has arranged to pay a monthly charge for the provision of stormwater management facilities or service to the campus. This charge, as may be adjusted by the City from time to time, is payable to the City.
- 9.2 The BOT/USFSP has arranged to pay a metered charge for the provision of potable water facilities or service to the campus. This charge, as may be adjusted by the City from time to time, is payable to the City.
- 9.3 The BOT/USFSP has arranged to pay a metered charge, based on water consumption, for the provision of sanitary sewer facilities or service to the campus. This charge, as may be adjusted by the City from time to time, is payable to the City.
- 9.4 The BOT/USFSP has arranged to pay a monthly charge to the City for solid waste collection and removal services for the USFSP campus. This charge, as may be adjusted by the City from time to time, is payable to the City.
- 9.5 There are no financial arrangements between BOT/USFSP and the City or any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 There are no financial arrangements between BOT/USFSP and the City for roadways and the provision of mass transit. There is a U-Pass financial arrangement with PSTA to provide mass transit for USFSP faculty, students and staff.
- 9.7 The BOT/USFSP has arranged to pay monthly charge, based on the current rates established by City ordinance, as amended, for the provision of reclaimed water service to the campus. This charge, as may be adjusted by the City from time to time, is payable to the City.

9.8 The BOT/USFSP has arranged to pay a monthly charge, based on the current pre-treatment permit, plus a metered charge for the provision of strong waste (lab waste) service to the campus. This charge, as may be adjusted by the City from time to time, is payable to the City.

#### **10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES**

10.1 The BOT/USFSP and City agree that development proposed in the adopted Campus Master Plan Update should not degrade the operating conditions for off-campus public stormwater management facilities below the level of service standards adopted by the City.

10.2 The BOT/USFSP and City agree that development proposed in the adopted Campus Master Plan Update should not degrade the operating conditions for off-campus public potable water facilities below the level of service standards adopted by the City.

10.3 The BOT/USFSP and City agree that development proposed in the adopted Campus Master Plan Update should not degrade the operating conditions for off-campus public sanitary sewer facilities below the level of service standards adopted by the City.

10.4 The BOT/USFSP and City agree that development proposed in the adopted Campus Master Plan Update should not degrade the operating conditions for off-campus public solid waste facilities below the level of service standards adopted by the City.

10.5 The BOT/USFSP and City agree that development proposed in the adopted Campus Master Plan Update should not degrade the operating conditions for off-campus public open space and recreation facilities below the level of service standards adopted by the City.

10.6 The BOT/USFSP and City agree that, pursuant to Paragraph 8.6 of this Agreement, development proposed in the adopted Campus Master Plan Update may require a transportation management plan, and in some cases a traffic study, for large development projects that impact a deficient roadway.

#### **11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE**

In order to meet the City's concurrency requirements, the construction of the following off-campus improvements shall be required.

11.1 The BOT/USFSP and City agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan Update and Exhibit "A," and to meet the future needs of USFSP for the duration of this Agreement. The BOT/USFSP and City further agree that no off-campus stormwater management improvements need be provided to maintain the City's adopted level of service standard for stormwater management.

11.2 The BOT/USFSP and City agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan Update and Exhibit "A," and to meet the future needs of USFSP for the duration of this Agreement. The BOT/USFSP and City further agree that no off-campus potable water improvements need be provided to maintain the City's adopted level of service standard for potable water.

- 11.3 The BOT/USFSP and City agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan Update and Exhibit "A," and to meet the future needs of USFSP for the duration of this Agreement. The BOT/USFSP and City further agree that no off-campus sanitary sewer improvements need be provided to maintain the City's adopted level of service standard for sanitary sewer. The City currently has adequate dry weather capacity for the proposed improvements and is in the process of increasing the system's dry and wet weather capacity at the Southwest Water Reclamation Facility. In addition, the City is undertaking a significant City-wide program to reduce wet weather infiltration and inflow into the wastewater collection system.
- 11.4 The BOT/USFSP and City agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan Update and Exhibit "A," and to meet the future needs of USFSP for the duration of this Agreement. The BOT/USFSP and City further agree that no off-campus solid waste improvements need be provided to maintain the City's adopted level of service standard for solid waste.
- 11.5 The BOT/USFSP and City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan Update and Exhibit "A," and to meet the future needs of USFSP for the duration of this Agreement. The BOT/USFSP and City further agree that no off-campus open space and recreation improvements need be provided to maintain the City's adopted level of service standard for recreation and open space.

## **12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES**

The following financial assurances are provided by the BOT/USFSP to guarantee the BOT/USFSP's fair share of the costs of improvements to public facilities and services necessary to support development identified in the adopted Campus Master Plan Update and Exhibit "A":

- 12.1 The BOT/USFSP and City agree that no off-campus stormwater management improvements need be assured by the BOT/USFSP in order to meet the City's concurrency requirements.
- 12.2 The BOT/USFSP and City agree that no off-campus potable water improvements need be assured by the BOT/USFSP in order to meet the City's concurrency requirements.
- 12.3 The BOT/USFSP and City agree that no off-campus sanitary sewer improvements need be assured by the BOT/USFSP in order to meet the City's concurrency requirements.
- 12.4 The BOT/USFSP and City agree that no off-campus solid waste improvements need be assured by the BOT/USFSP in order to meet the City's concurrency requirements.
- 12.5 The BOT/USFSP and City agree that no off-campus parks and recreation improvements need be assured by the BOT/USFSP in order to meet the City's concurrency requirements.

12.6 Nothing in this Section shall exempt the BOT/USFSP from the fees for services identified in Section 9.0.

### **13.0 CONCURRENCY VESTING FOR DEVELOPMENT**

13.1 The development being vested from concurrency is identified in the Capital Improvements Element of the Campus Master Plan Update, adopted on December 3, 2015, and is attached hereto as Exhibit "A," and incorporated herein by this reference. Any extension to this Agreement or subsequent campus development agreement shall recognize that any development identified in the adopted Campus Master Plan Update and Exhibit "A" which has not been built shall remain vested from the City's concurrency requirements.

13.2 The uses, maximum densities, intensities and building heights for development identified in Exhibit "A" shall be those established in the Future Land Use Element, Academic Facilities Element, Support Facilities Element, Urban Design Element and the Housing Element of the Campus Master Plan Update, adopted on December 3, 2015.

13.3 The City agrees to vest from its concurrency requirements the development identified in Exhibit "A" and located completely within the geographic boundaries of the USF St. Petersburg Campus, indicated on Exhibit "B" for the duration of this Agreement. The BOT/USFSP shall comply with all the terms and conditions of this Agreement and to provide financial assurances as set forth in Section 12.0 of this Agreement.

### **14.0 APPLICABLE LAWS**

14.1 The state government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement.

14.2 If state or federal laws are enacted after execution of this Agreement, which are applicable to or preclude either party's compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

### **15.0 AMENDMENT**

15.1 This Agreement may be amended in conjunction with any amendment to the adopted Campus Master Plan which, alone or in conjunction with other amendments: increases density or intensity of use of land on the campus by more than 10 percent; decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent; or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a public facility or service provided or maintained by the state, the City, or any affected local government.

15.2 This Agreement may be amended if either party delays by more than 12 months the construction of a capital improvement identified in this Agreement.

- 15.3 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.
- 15.4 In the event of a dispute arising from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

#### **16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLAN**

The City finds that this Agreement and the proposed development and capacity reservations provided for herein are consistent with the City's Comprehensive Plan.

#### **17.0 ENFORCEMENT**

- 17.1 Pursuant to Subsection 1013.30(20), Florida Statutes, any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the City is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an aggrieved or adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.
- 17.2 Should the language in Subsection 1013.30(20), Florida Statutes, be amended in the future, the amended language will supersede the requirements of this Section.

#### **18.0 DISPUTE RESOLUTION**

- 18.1 Pursuant to Subsection 1013.30(17), Florida Statutes, in the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators selected by the parties shall select a neutral, third mediator to complete the mediation panel.
- 18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving disputes pursuant to this Agreement.
- 18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute.
- 18.4 Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 18.5 If either the BOT/USFSP or City rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(16), Florida Statutes, has 60 days to hold informal hearings, if necessary. The parties understand that, in deciding upon a proper resolution, the state land planning agency shall consider

the nature of the issues in dispute, the compliance of the parties with this section, the extent of the conflict between the parties, the comparative hardships, and the public interest involved. The parties further understand that, in resolving the matter, the state land planning agency may prescribe, by order, the contents of this Agreement.

- 18.6 Should the language in Subsections 1013.30(16) - (17), Florida Statutes, be amended in the future, the amended language will supersede the requirements of this Section.

## **19.0 MONITORING AND OVERSIGHT**

- 19.1 The City may inspect activity on the USFSP Campus to verify that the terms of this Agreement are satisfied. Not less than once every 12 months, USFSP shall provide to the City project information which demonstrates good faith compliance with the terms of this Agreement. Required project information shall consist of a statement of compliance with this Agreement; the total, structure square footage completed for each land use for the reporting year; and the cumulative square footage totals over the life of this Agreement.

- 19.2 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

- 19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.

## **20.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

## **21.0 TRANSMITTAL OF THIS AGREEMENT**

A copy of the executed Agreement shall be forwarded to the state land planning agency by the BOT/USFSP within 14 days after the date of execution.

## **22.0 NOTICES**

- 22.1 All notices, demands, and replies to requests provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;

By registered or certified mail;

By deposit with an overnight express delivery service.

- 22.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

For the purpose of notice, the address of the City shall be:

The Honorable Mayor  
City of St. Petersburg  
Post Office Box 2842  
St. Petersburg, Florida 33731-8902

With copies to:

City Development Administrator  
City of St. Petersburg  
Post Office Box 2842  
St. Petersburg, Florida 33731-8902

Planning & Economic Development Director  
City of St. Petersburg  
Post Office Box 2842  
St. Petersburg, Florida 33731-8902

City Attorney  
City of St. Petersburg  
Post Office Box 2842  
St. Petersburg, Florida 33731-8902

The address of the BOT shall be:

Board of Trustees Chair  
University of South Florida  
Office of the Board of Trustees Operations  
4202 E. Fowler Avenue, CGS 401  
Tampa, FL 33620

With copies to:

Vice President for Business & Finance  
University of South Florida  
4202 E. Fowler Avenue, CGS 401  
Tampa, Florida 33620

Regional Vice Chancellor, Administrative and Financial Services  
University of South Florida St. Petersburg

140 7<sup>th</sup> Ave. S., BAY 219  
St. Petersburg, Florida 33701

Office of the General Counsel  
University of South Florida  
4202 E. Fowler Avenue, CGS 301  
Tampa, Florida 33620

### **23.0 EXHIBITS AND SCHEDULES**

The Exhibits and Schedules to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement:

Exhibit "A" --- Development Authorized by the Agreement and Vested from the City's Concurrency Requirements

Exhibit "B" --- Geographic Area Covered by the Agreement

**IN WITNESS THEREOF**, the parties have set their hands and seals on the day and year indicated.  
Signed, sealed and delivered in the presence of:

BY: \_\_\_\_\_  
Sophia Wisniewska, Regional Chancellor  
acting for and on behalf of the  
University of South Florida St. Petersburg

Date: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Genshaft, President  
University of South Florida Board of Trustees,  
a public body corporate of the State of Florida,  
acting for and on behalf of the  
University of South Florida St. Petersburg

\_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Judy Genshaft, President of the University of South Florida, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be her free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public

(Notary Seal)

My Commission expires: \_\_\_\_\_

On \_\_\_\_\_, 20\_\_, the Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by the President of the University of South Florida.

**APPROVED** by the City Council on \_\_\_\_\_, 20\_\_.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA

\_\_\_\_\_  
Chandrasasa Srinivasa, City Clerk

BY: \_\_\_\_\_  
(Name/Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL CORRECTNESS:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

**DEVELOPMENT AUTHORIZED BY THE AGREEMENT**

**PHASES 1 & 2: 2004 - 05 THROUGH 2010 -2011**

<u>Space Type</u>		<u>GSF</u>
Academic/Research:		325,000
Support Facilities:		468,000
Parking Structure (Phase I – 1160 cars)	375,000 GSF	
	<b>TOTAL</b>	<b>793,000 GSF</b>

**CONSTRUCTION COMPLETED BETWEEN 2004 - 2016**

<u>Space Type</u>		<u>GSF</u>
Academic/Research:		102,872
Support Facilities:		217,767
Parking Structure (Phase I – 1160 cars)	375,000 GSF	
	<b>TOTAL CONSTRUCTED</b>	<b>320,639 GSF</b>

**CONSTRUCTION PROPOSED BETWEEN 2016 - 2025**

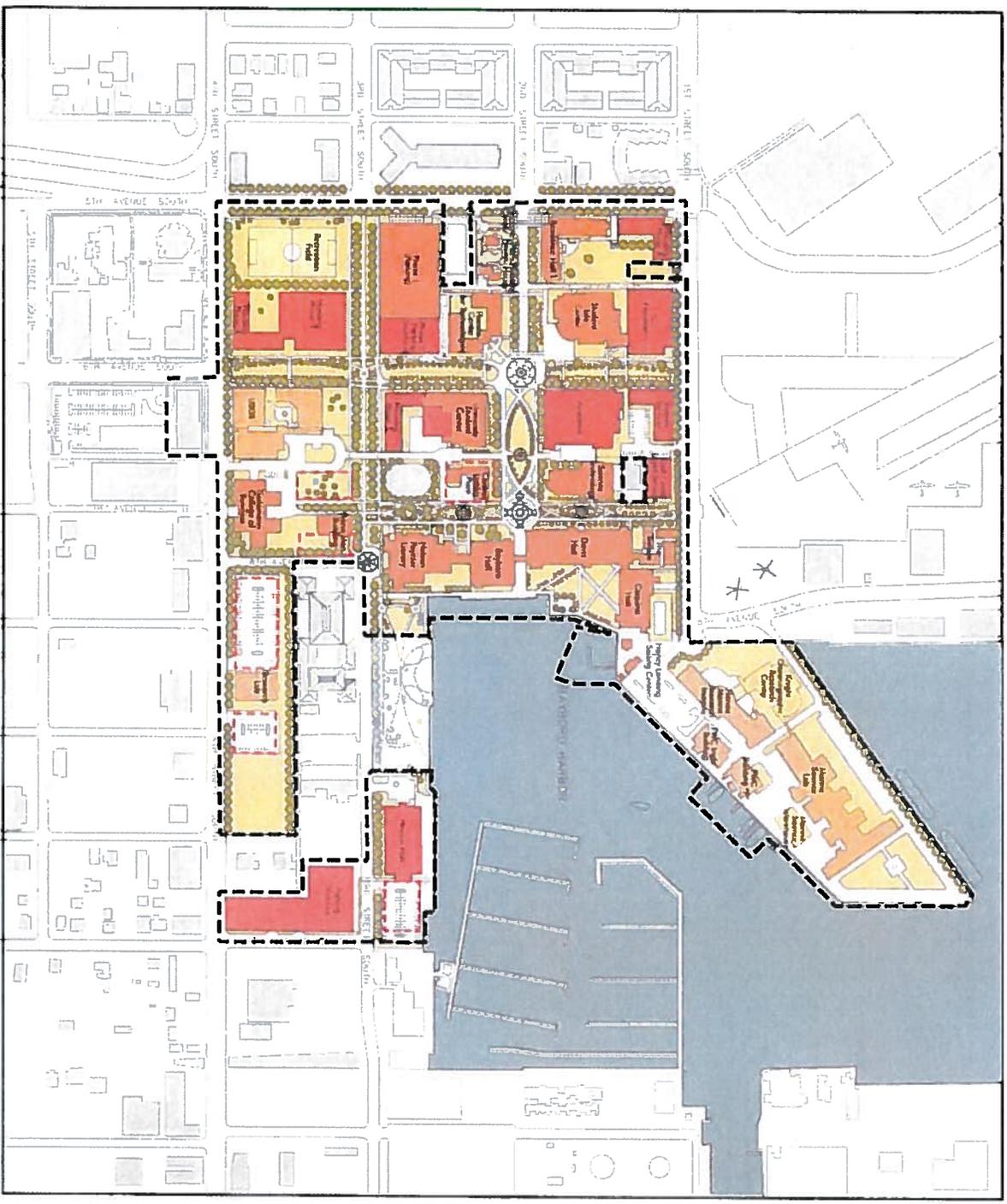
<u>Space Type</u>		<u>GSF</u>
Academic/Research:		52,800
Support Facilities:		449,400
Parking Structure (Phase II – 450 Cars)	140,000 GSF	
SW Parking Structure (1,000 cars)	350,000 GSF	
	<b>TOTAL PROPOSED</b>	<b>502,200 GSF</b>

**EXHIBIT "B"**  
**GEOGRAPHIC AREA COVERED BY THE AGREEMENT**

Exhibit "B"  
(Figure 2-d)

University of South Florida  
St. Petersburg  
Comprehensive  
Master Plan

Urban Design  
Illustrative Plan  
10 Year Plan



**Legend**

- Existing - USF St. Petersburg
- Existing - USF Tampa
- Existing - Related Agencies
- Proposed
- Existing - Ponds
- Openspace
- Alternative/Future Building Site
- Planning Area

October 2015



**CITY OF ST. PETERSBURG  
COMMUNITY PLANNING & PRESERVATION COMMISSION  
PUBLIC HEARING  
October 11, 2016**

**PUBLIC HEARING**

**B. City File USFSP-2016**

**Contact Person: Derek Kilborn, 893-7872**

**Location:** The estimated 63.4 acre University of South Florida St. Petersburg (USFSP) Campus is generally located between 1<sup>st</sup> Street South and 4<sup>th</sup> Street South and between 5<sup>th</sup> Avenue South and Bayboro Harbor.

**Request:** Approval of a proposed Campus Development Agreement between the University of South Florida Board of Trustees and the City of St. Petersburg.

**Staff Presentation**

Derek Kilborn gave a presentation based on the staff report.

**Applicant Presentation**

Ms. Levine and Mr. Dickerson with the University of South Florida, declined to speak but were present to answer questions.

**Public Hearing**

No speakers present.

**Executive Session**

Commissioner Rogo asked about the wastewater treatment level of service (LOS) accommodating the needs of this growth. Mr. Kilborn stated that in anticipation of this question he had talked with the Director of Public Works, Claude Tankersley, inquiring about some of the actions currently being taken. Based on their conversation, one of the things that is importation for the CPPC to consider with this review is that all of the LOS was looked at in the review and adoption of the 2015 Campus Master Plan. The City expects some procedural changes as well as changes in how the data is evaluated going forward. Based on the timing of this particular item, it is certainly expected that this will be looked at and updated as part of the next five-year update; however, City staff is comfortable proceeding at this time based on the analysis done on the 2015 Campus Master Plan.

Commissioner Michaels asked, as a follow up, if the current LOS standard needs to be re-looked at in view of the recent incidences. Mr. Kilborn stated, it does and will require a two-part evaluation; one part involves new calculations in formula for determining local population numbers and the second part relates to the data coming from the Water Resources Dept. and the changes will be reflected in future concurrency updates as well as in the future Campus Master Plans.

Commissioner Michaels asked about the Innovation District mixed-use town center concept reflected in the staff report. Mr. Kilborn stated that the timing of the Innovation District Master Plan is a little premature and there was some reservation about adding specific language regarding a District Plan that only exists in concept. Because the Innovation District Plan has not been fully realized yet, the expectation is that with the future update, with that Plan in place at that time, those changes may be worked in and was included today for a general comment.

Commissioner Michaels asked about the vacating of streets. Mr. Kilborn stated that they thought it is was important to emphasize in the initial presentation that any request to vacate a street or public right-of-way does not come under the exemption of the Development Agreement but still needs to go through the normal procedures. The City does not typically support vacation of public streets or rights-of-way as shown on the Campus Master Plan but for a long-term goal, the campus would still like to pursue those ideas. The City has expressed their position in writing and has been acknowledged by USFSP.

**MOTION:** *Commissioner Reese moved and Commissioner Michaels seconded a motion approving the proposed Campus Development Agreement between the University of South Florida Board of Trustees and the City of St. Petersburg, in accordance with the staff report.*

**VOTE:** *YES – Bell, Burke, Michaels, Reese, Rogo, Whiteman, Carter*  
*NO – None*

*Motion passed by a vote of 7 to 0.*



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

For Public Hearing and Executive Action on October 11, 2016  
at 3:00 p.m., in the City Council Chambers, City Hall,  
175 Fifth Street North, St. Petersburg, Florida.

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**City File #USFSP-2016**  
Agenda Item IV-B

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**SUBJECT:** Proposed Campus Development Agreement between the University of South Florida Board of Trustees and the City of St. Petersburg.

**PROPERTY OWNER:** University of South Florida St. Petersburg as Lessee from the State of Florida, (Board of Trustees for the Internal Improvement Trust Fund)  
140 - 7<sup>th</sup> Avenue South  
St. Petersburg, FL 33701

**REPRESENTATIVE:** Jim Grant, Construction Project Manager  
Facilities Services  
University of South Florida St. Petersburg  
140 - 7<sup>th</sup> Avenue South, TER 100  
St. Petersburg, FL 33701

**LOCATION:** The estimated 62.4 acre University of South Florida St. Petersburg (USFSP) Campus is generally located between 1<sup>st</sup> Street South and 4<sup>th</sup> Street South and between 5<sup>th</sup> Avenue South and Bayboro Harbor.

**STAFF ANALYSIS:**

The City of St. Petersburg is the host local government for the University of South Florida St. Petersburg (USFSP). All State University System institutions are required under Section 1013.30, Florida Statutes, to prepare a campus master plan that identifies the expected academic

and physical campus development activities for a ten year period. These plans are to be updated every five (5) years. As it relates to the “host” local government, a primary purpose of a master plan is to identify impacts on public infrastructure systems and adopted level of service (LOS) standards. In addition, a campus master plan is required to be consistent with the host local government’s Comprehensive Plan. The master plan for the USFSP campus was adopted in 1995, amended in 1998, and updated in 2002, 2004, 2009 and 2011. The master plan was most recently updated in 2015 to address USFSP’s future enrollment and facility needs between 2015 and 2025.

Florida Statutes also provides for State University System institutions to enter into development agreements with the host local government. Once approved, development agreements allow universities to proceed with campus development activities without further site plan or building permit review by the host community as long as the development is consistent with the adopted Campus Master Plan and the Development Agreement. Work in easements and rights-of-way and the vacation of easements and rights-of-way are excluded from this exemption.

The City of St. Petersburg and other external review agencies are authorized to review the 2015-2025 Campus Master Plan Update and provide written comments back to the USFSP Board of Trustees. After hosting meetings with USFSP officials and their consultants in April and August 2015, City staff prepared the attached table of comments and recommendations, which were approved by the City Council in November 2015. (*Responses from USFSP are included in the table.*)

#### USFSP 2015-2025 Master Plan Update: Overview

The 550-page USFSP Master Plan Update is comprised of an Evaluation & Appraisal Report, Five-Year Strategic Plan, as well as Goals, Objectives and Policies and Data & Analysis for the following elements: Academic; Future Land Use and Urban Design; Transportation; Housing and Student Support Services; Infrastructure and Utilities; Conservation and Coastal Management; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements and Academic Facilities. The document also includes multiple appendices.

The estimated 62.4 acre campus includes the recent acquisitions of the Gulf Coast Legal Services Building and property owned by the Poynter Institute.

- Through the 2014-15 Academic Year, USFSP offered 24 undergraduate degrees and 17 masters degrees (with an 18<sup>th</sup> degree, M.S. in Biology, currently pending).
- In the 2014-15 Academic Year, the total number of students was estimated to be 6,774 (including full- and part-time undergraduate and graduate students and non-degree seeking students). USFSP’s goal is to achieve 10,000 students at the end of the 10 year planning period (2015 to 2025).
- The 67,000 sq. ft. Kate Tiedemann College of Business is currently under construction and will open sometime in 2016.

Total proposed construction activity over the 2015 to 2025 planning period is estimated to be 953,284 gross square feet (GSF), which includes one academic building (Science and Technology, Phase II) and several support facilities, as follows:

- Science and Technology, Phase II 52,800 GSF
- Student Living Center Expansion 38,400 GSF
- New Freshman Housing 258,000 GSF (700 total beds)
- Dining Facility 30,000 GSF
- New Upper Division Housing 80,000 GSF (200 beds)
- University Student Center (USC) Expansion 20,000 GSF
- Existing Parking Structure, Phase II\* 140,000 GSF (450 spaces)
- Southwest Parking Structure\* 350,000 GSF (1,000 spaces)
- Support Services Building 20,000 GSF (replaces existing 8,916 GSF building)
- East Chiller Plant 3,000 GSF  
962,200 GSF

\*Exempt from floor area calculations.

#### Development Agreement

As previously stated, once approved, development agreements allow universities to proceed with campus development activities without further site plan or building permit review by the host community as long as the development is consistent with the adopted Campus Master Plan and the Development Agreement.

1. The purpose of the campus development agreement is to:
  - Identify the geographic area of the campus and local government covered by the development agreement.
  - Establish the duration, which must be at least 5 years and not more than 10 years.
  - Address public facilities and services including roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation and public transportation.
  - Identify the level of service standard established by the local government for each of the facilities and services addressed.
  - Determine the impact of existing and proposed development on each service or facility and determine whether any deficiency will be created.

- Be consistent with the adopted campus master plan and local government comprehensive plan.
2. The agreement must identify all improvements to facilities and services which are necessary to eliminate the deficiencies, if any, previously identified.
  3. The agreement must state the board of trustees fair share cost of the measures previously identified to correct deficiencies.
  4. Capital projects included in the campus development agreement may be used by the local government for concurrency management purposes.
  5. A campus development agreement may not address or include any standards or requirements for on-site development, including environmental management requirements or requirements for site preparation.

The current Campus Development Agreement between the USF Board of Trustees and the City (executed September 2013) is based on the master plan as updated in 2011, and authorizes development through 2015-2016. The current agreement expires on December 31, 2016.

The new (proposed) Campus Development Agreement (attached) addresses the five purpose statements described above and concludes that the proposed USFSP development will not have a significant negative impact upon the City's adopted Level of Service (LOS) standards for public services and facilities including potable water, sanitary sewer, roads, solid waste, parks and recreation, public transportation and drainage.

#### Development Agreement: Concurrency

The City has adopted LOS standards for the following public facilities and services: potable water, sanitary sewer, solid waste, drainage, roadways, mass transit, and recreation and open space. The following narrative addresses these facilities and services. In summary, there is sufficient capacity to accommodate the proposed development on the USFSP Campus.

#### Potable Water

The City has a sufficient potable water supply to serve increased demands resulting from the development of the USFSP Campus.

Under the existing interlocal agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit to TBW, on or before February 1 of each year, the anticipated water demand for the following water year (October 1 through September 30). The projected need for 2015-16 water year is 28.8 mgd.

While the City's adopted LOS standard for potable water is 125 gallons per capita per day (gpcd), based on the actual water usage for the 2014-15 water year (latest available data), the actual gross consumption for the functional population of the City's water service area was 81 gpcd. Reasons why St. Petersburg's average day demand and gross per capita consumption of potable water are not increasing, and actually decreasing in some water years, is the success of the City's ongoing water conservation program, use of reclaimed water and the increased cost of alternative water supplies from the regional water supplier. The City continues to operate well within projected needs.

#### Sanitary Sewer

The City has sufficient sanitary sewer service to serve increased demands resulting from the development of the USFSP Campus. The Campus is served by the Southwest Water Reclamation Facility (WRF). The City's adopted LOS standard for the Southwest WRF service area is 161 gallons per person, per day. In 2015, the per capita demand for wastewater service was 128 gallons per day, while the average daily flow was approximately 18.71 million gallons. The facility has a capacity of 20 mgd, leaving an average day surplus of approximately 1.29 million gallons. The City is undergoing a wet weather overflow mitigation evaluation and final conclusions will be reported later this year.

#### Solid Waste

Solid waste collection is the responsibility of the City. Approval of the development agreement will not affect the City's ability to provide collection services. All solid waste disposal is the responsibility of Pinellas County. The County and the City have the same designated level of service of 1.3 tons per year per person, while there is no generation rate for nonresidential uses. The City's demand for solid waste service is approximately 1.2 tons per year per person.

The Pinellas County Waste-to-Energy Plant and the Bridgeway Acres Sanitary Landfill are the responsibility of Pinellas County Utilities, Department of Solid Waste Operations; however, they are operated and maintained under contract by two private companies. The Waste-to-Energy Plant continues to operate below its design capacity of incinerating 985,500 tons of solid waste per year. In 2015, approximately 868,083 tons of solid waste were incinerated at the plant, well below the design capacity, while 141,047 tons were disposed of at Bridgeway Acres. The continuation of successful recycling efforts and the efficient operation of the Waste-to-Energy Plant have helped to extend the life span of Bridgeway Acres. The landfill has approximately 30 years remaining, based on the current design (grading) and disposal rate.

### Drainage/Stormwater

The City's drainage LOS identifies a minimum criterion for existing and future conditions of drainage facilities. Drainage capacity can be expressed as a "design storm" which specifies the duration and return frequency of a storm with an identified rainfall amount. The level of service standard is implemented by the City through review of drainage plans for new development and redevelopment. Due to the backlog of stormwater improvement needs and the time to implement improvements to the municipal drainage system, *existing conditions have been adopted as the level of service (LOS) standard.*

The City's Stormwater Management Master Plan (SMMP) identifies the USFSP Campus as lying in Drainage Basin A, Sub-Basin A-5 and Basin B, Sub-Basin B-18. The dividing line between the two drainage basins roughly follows 2<sup>nd</sup> Street South to Bayboro Harbor. The SMMP does not identify any flood improvement projects in Sub-Basin A-5 which would be necessary to bring the stormwater system in Basin A into compliance with the City's adopted level of service and eliminate flooding in flood-prone areas. The SMMP identifies one project in Sub-Basin (#B-18-1) to improve drainage at 5<sup>th</sup> Avenue South and 3<sup>rd</sup> Street. This project has already been completed. No further stormwater improvement projects are proposed in the campus area and level of service standards have been met as provided for in the Comprehensive Plan.

The City's commitment to upgrading the capacity of storm water management systems is demonstrated by the continuing implementation of the Stormwater Management Master Plan, the Storm Water Utility Fee, and capital improvement budgeting for needed improvements.

### Transportation: Roadways

As was stated previously, the USFSP Campus is generally located between 1<sup>st</sup> Street South and 4<sup>th</sup> Street South and between 5<sup>th</sup> Avenue South and Bayboro Harbor.

On May 1, 2016 the Pinellas County Multimodal Impact Fee (MIF) Ordinance became effective, replacing the previous Transportation Impact Fee (TIF) Ordinance. The new MIF Ordinance principally resulted from the implementation of the Pinellas County Mobility Plan and elimination of transportation concurrency requirements, countywide. Transportation management plans, and in some cases traffic studies, will be required for large development projects (those creating 51 new peak hour trips or more) that impact a deficient roadway (LOS E or F, and/or a volume-to-capacity ratio of 0.90 or higher with no mitigating improvements scheduled within three years). The City's *only* deficient roadways are 1) 22<sup>nd</sup> Avenue North from 34<sup>th</sup> Street to 22<sup>nd</sup> Street, 2) 38<sup>th</sup> Avenue North from 49<sup>th</sup> Street to 34<sup>th</sup> Street, 3) Gandy Boulevard from US 19 to I-275, 4) Gandy Boulevard from 4th Street to Brighton Bay Boulevard NE, and 5) I-275 from Gandy Boulevard to I-175.

The USFSP Campus is not located anywhere near the City's deficient roadways. There is adequate roadway capacity to accommodate any new daily or p.m. peak hour trips resulting from development on the campus.

Transportation: Mass Transit

The Citywide LOS for mass transit will not be affected by the proposed development agreement. The Pinellas Suncoast Transit Authority (PSTA) has three local routes that serve the USFSP Campus vicinity. Route 4 serves the 4<sup>th</sup> Street corridor, but also provides service to 6<sup>th</sup> Avenue South, 1<sup>st</sup> Street, 4<sup>th</sup> Avenue South, 5<sup>th</sup> Avenue South and 3<sup>rd</sup> and 4<sup>th</sup> Streets in the vicinity of USFSP. Route 32 provides service to 6<sup>th</sup> Avenue South and 3<sup>rd</sup> Street. Route 14 provides service to 6<sup>th</sup> Avenue South, 4<sup>th</sup> Street South and 3<sup>rd</sup> Street South. These are all local service routes in that they provide service all day long. Routes 4 and 14 provide service seven days a week and holidays. Route 32 only provides service from Monday to Saturday and has no Sunday or holiday service. Route 4 has 15 minute headways and Route 14 has 30-minute headways. Route 32 is the Downtown St. Petersburg Circulator and it typically has a headway of 35 minutes.

Recreation & Open Space

The City's adopted LOS for recreational acreage, which is 9 acres per 1,000 population, will not be impacted by the proposed development agreement. The actual LOS citywide is 20.3 acres per 1,000 population increasing to 26.3 acres per thousand with the inclusion of County parks.

Conclusion

There is sufficient capacity in the City's public facilities and services to accommodate the proposed development on the USFSP Campus.

Development Agreement: Exhibit A

Exhibit A of the proposed Development Agreement summarizes the authorized development (construction activity) that has occurred on the USFSP Campus between 2004 and 2016. Proposed construction for the years 2016 to 2025 is also identified, i.e., approximately 502,200 sq. ft. of academic/research and support facility space. In addition, two parking structures are proposed totaling 490,000 sq. ft., but it should be noted that the floor area for parking structures is exempt. City staff can confirm that the Campus Master Plan Update supports the gross square footage identified in Exhibit A for proposed construction between 2016 and 2025. Moreover, City staff has concluded that the construction activity that will be authorized upon approval and adoption of the attached Development Agreement will not have a significant impact on the City's public facilities and adopted level of service standards, i.e., there is sufficient capacity to serve the USFSP Campus.

**COMPLIANCE WITH THE COMPREHENSIVE PLAN:**

City staff finds that the proposed development agreement is consistent with the City's Comprehensive Plan. The relevant policies are as follows:

- LU2.1 To facilitate compact urban development the City shall adopt the following activity centers as part of this Land Use Plan:
  - 2. Intown
- LU2.2 The City shall concentrate growth in the designated Activity Centers and prioritize infrastructure improvements to service demand in those areas.
- LU3.4 The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.
- LU5.3 The Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.
- IC3.7 The City shall coordinate with the University of South Florida (USF) St. Petersburg campus on campus master plan amendments to assure compatibility with the Comprehensive Plan and Chapter 1013, F.S. Conflicts that may arise from the coordination of these plans will be resolved using the dispute resolution process outlined in Section 1013, F.S., as amended, or other appropriate dispute resolution process.

**RECOMMENDATION:** City staff recommends APPROVAL of the proposed Campus Development Agreement, based on consistency with the 2015 to 2025 Campus Master Plan Update and the goals, objectives and policies of the City's Comprehensive Plan:

Attachments: City Comments & Recommendations and USFSP Responses Pertaining to the 2015 to 2025 Master Plan Update, New Campus Development Agreement, Proposed Ordinance.

**ATTACHMENT**

**CITY COMMENTS & RECOMMENDATIONS and USFSP RESPONSES  
PERTAINING TO THE *2015 TO 2025 MASTER PLAN UPDATE***

**USFSP Master Plan Update 2015 -- Comments**

Page No.	Location	Type	Comment	Status from 6/17/16 Meeting	Follow-Up
1-16	Figure 1-a	Comment	Area Nos. 1 and 2 shown as within the USFSP planning area are located on City owned submerged lands and are on short term licenses with USFSP. <b>RESPONSE: This is understood by USFSP.</b>	Understood	N/A
		Comment	The City sold USFSP the property north of the 11 <sup>th</sup> Avenue South alignment and retained an access and public utility easement over the 11 <sup>th</sup> Avenue South right of way east of 3 <sup>rd</sup> Street South to the harbor (Area No. 3). While USFSP owns the property currently being used as a parking lot in that area, the vacated right of way was retained as an easement to allow the City future access to Bayboro Harbor. <b>RESPONSE: This is understood by USFSP. Drawing has been revised accordingly.</b>	Addressed	N/A
4-2	Land Use Changes	Map labeling	"The site east of The Tavern previously designated for acquisition has been acquired by the University." None of the map figures contain a building labeled "The Tavern." <b>RESPONSE: The Tavern and Grind will be labeled on the Illustrative Plan.</b>	Addressed	N/A
4-2	Off-Campus Development	Substantive	This section could explicitly reference the "Innovation District" which appears to be what it is describing. Such a reference would strengthen the connection between USFSP and the adjoining Innovation District. <b>RESPONSE: "Off-Campus" paragraph has been modified to include reference to and support of the "Innovation District".</b>	Addressed	N/A
4-3	Land Use/Density Districts	Map labeling	"District 3, west of Fourth Street South, is designated as an "Academic" area, recognizing its linkage with other institutions to the west of the campus." Figure 4-d actually calls area 3 "Related Agencies" and not "Academic." <b>RESPONSE: Figure 4-d will be revised to label area 3 as "Research" in lieu of Academic.</b>	Addressed	N/A

4-4	Plan Framework for Land Use	Substantive	<p>"The land use pattern proposed for the campus is oriented in no small part to the urban context and uses that adjoin the campus, to be sure that the University reinforces (and is being reinforced by) its position in east-central St. Petersburg, close to the downtown." This paragraph would be a good location to discuss the larger planning framework the urban campus exists within (City's Comprehensive Plan, <u>DWMP</u>, Innovation District, etc.).</p> <p><b>RESPONSE:</b> The paragraph has been modified to include reference to the comprehensive plan and innovation district as well as reinforcement of the City grid.</p>	Addressed	N/A
-	Figure 4-b	Organization	<p>Why is the first figure that appears in Element 4 labeled Figure 4-b and not Figure 4-a? <b>RESPONSE:</b> Added figure 4-a Comprehensive Plan.</p>	Follow-up needed	Derek/Cate looking into what comp plan map this is, Intown? Ensure correct map is being used. They did use the Intown Activity Center map (Map 4 in comp plan).
-	Figure 4-b	Map labeling	<p>The term "Studebaker Building" appears over the 4th St S ROW and not a building. <b>RESPONSE:</b> The text has a leader to the building. Drawing has been modified to make clear.</p>	Addressed	N/A
-	Figure 4-b	Map labeling	<p>The term "Related agencies" on this map appears on a different location than on Figure 4-d. <b>RESPONSE:</b> Figure 4-d is a broad district map.</p>	Understood	N/A
-	Urban Design Element	Comment	<p>Urban design principles should be implemented in future projects, thereby considering how articulation, transparency, and building scale influence the pedestrian experience. <b>RESPONSE:</b> Added the above text at the end of the first paragraph.</p>	Addressed	N/A
-	Urban Design Element	Comment	<p>City staff recommends creation of a policy acknowledging the following, "Consideration of St. Petersburg's Innovation District mixed-use town center concept (2015 Innovation District Visioning Summary) on the block bounded by 3rd and 4th Streets South and 5th and 6th Avenues South as a potential option for future development." <b>RESPONSE:</b> The University prefers not to add this at this time. The master plan is reinforcing undergraduate housing.</p>	Understood	N/A

4A-1	Urban Design Element	Substantive	<p>While the City agrees with the need to prioritize the non-motorized modes along streets within the campus, we don't agree that the proposed right-of-way vacations listed for 3<sup>rd</sup> Street and 6<sup>th</sup> Avenue South are the most appropriate mechanism to accomplish this goal. There are many examples of shared street concepts, which could be explored toward preserving the area's existing grid pattern. <b>RESPONSE: The University understands the City's position on this issue. At this time preference is to maintain the document as currently written.</b></p>	Understood	N/A
			<p>Request that several illustrations within the document be revised to reflect that the proposed closures are not supported by the City. Below are a few sections of text that will need to be updated to show that the streets will remain public:</p> <ul style="list-style-type: none"> <li>• Page 4-9, Objective 4.5 - "minimize off-campus constraints to campus development"</li> <li>• Pages 4-11&amp;12, Objective 4.10-24 "avoid building construction on the street corridors currently traversing the campus"</li> <li>• Page 4A-1: "street corridors are converted to pedestrian concourses"</li> <li>• Page 4A-3, Objective 4A.1 - street closures</li> <li>• Section 5 is focused on the street closures; Policy 5.12.3 specifically calls for the vacation of certain existing roadways</li> </ul> <p>Furthermore, concepts proposed within the Transportation Element are inconsistent with the suggested right-of-way vacations, such as the addition for bike lanes on several streets and bikeways on 4<sup>th</sup> Street. It may be beneficial for the document to suggest that the University coordinate with the City on its forthcoming Complete Streets Implementation Plan that will consider all modes, with the corresponding land-use context, on roadways adjacent and through the campus. <b>RESPONSE: The University understands the City's position on this issue. At this time preference is to maintain the document as currently written. The transportation element Policy 5.4.6 will be modified to coordinate with the city on its forthcoming Complete Streets Implementation Plan.</b></p>	Follow-up needed?	Can't recall if Tom and Cheryl were OK with this one.

4A-1	Context	Substantive	Opportunity to talk about the Innovation District. <b>RESPONSE: Included text within the Context paragraph describing the innovation district.</b>	Addressed	N/A
4A-4	Policy 4A.4.2	Figures	Where is Figure 4A-a mentioned in this policy? I did not find it anywhere in the document. <b>RESPONSE: Figure reference was changed to 2-a which references the illustrative plan. Added a reference to Figure 4A-c in Objective 4A.4.</b>	Addressed	N/A
4A-4 4A-5	Policy 4A.4.3 Policy 4A.8.1	Figures	These policies reference Figures 3-a and 3-b. Have these Figures been renumbered and included since the old Element 3 (Urban Design Element) is now included in Element 4 (Land Use Element)? <b>RESPONSE: Figure reference in Policy 4A.4.3 was changed to Figures 5-a and 5-b. Figure reference in Policy 4A-8.1 was changed to 2-a.</b>	Addressed	N/A
4A-5	Policy 4A.6.1	Clarification	"Policy 4A.6.1 USFSP has enhanced the open space adjacent to the bayfront and its connections with areas to the south and north through the development of an esplanade walk along the seawall edge from Poynter Park to the campus boathouse." This policy reads as an accomplishment, but not as a policy (i.e., an action to take)...wordsmith to clarify the action here: maintain the esplanade? Enhance the esplanade? <b>RESPONSE: Modified the wording of this paragraph to an action.</b>	Addressed	N/A
4A-5	Objective 4A.8	Substantive	Opportunity to talk about the Innovation District. <b>RESPONSE: Added text referencing the Innovation District.</b>	Addressed	N/A
5-1	Traffic, Circulation, and Parking Sub-Element	Comment	The Master Plan should include references to Bike Share, as it's currently contemplated that the City will initiate a bike share program in 2016. It could lend itself well for many of the transportation goals as well as some sustainability goals. Furthermore, it may also reduce/eliminate the need for the planned campus shuttle and off-campus park & ride that's proposed. <b>RESPONSE: Added reference to the potential bike share program in Policy 5.4.3.</b>	Wordsmithed language in meeting to recognize bike share is happening Fall 2016: "and the Bike Share program"	N/A
5-1	Policy 5.5.2	Update	It should be stated that Fourth Street South has been converted from one-way to two-way operation from Fourth Avenue South to Sixth Avenue South (please make this change in two places, including page B5-17). <b>RESPONSE: Text has been corrected in both locations.</b>	Addressed	N/A

5-4	Policy 5.4.6	Clarification	<p>"Policy 5.4.6 USFSP shall coordinate with the City of St. Petersburg and Pinellas County to evaluate other options and strategies for reducing the dependence on the personal automobile. If any of these proves to be economically feasible and practical, USFSP shall amend the adopted campus master plan to incorporate these strategies onto the overall transportation plan."</p> <p>This policy should say coordinate with the City of St. Petersburg, PSTA, TBARTA and the Pinellas County Metropolitan Planning Organization (MPO); Pinellas County isn't the responsible agency in the City of St. Petersburg for reducing dependence on the personal auto. <b>RESPONSE: The additional agencies have been added to Policy 5.4.6.</b></p>	<p>Addressed but the heads up was given that while the MPO will always be a MPO (Federal law) it has rebranded itself as "Forward Pinellas" to recognize the joining of land use and transportation planning (MPO + PPC)</p>	N/A
5-4	Policy 5.5.2	Update	<p>Include support for the I-175 additional access ramp at 4th Street as an additional project to be coordinated with the City. The road closures suggested by USFSP would have a significant impact on traffic movements related to this item; pages 5-4 &amp; 5-5 state that USFSP has already addressed all of the traffic concerns related to the suggested roadway closures. <b>RESPONSE: Support and coordination for the I-175 access ramp with the City has been added to the policy.</b></p>	Addressed	N/A
5-5	Objective 5-6	Substantive	<p>For the proposed parking structures, please consider incorporation of ground level retail or other uses that would support a more pedestrian-friendly environment. It should also reference accommodation for transfer to other modes such as transit and Bike Share. <b>RESPONSE: Policy 5.6.1 and 5.6.2 have been modified to incorporate the above comments.</b></p>	Addressed	N/A
5-6	Policy 5.7.2	Substantive	<p>The document should reference USFSP's participation in the U-pass program when describing its goal of encouraging use of mass transit systems. <b>RESPONSE: The U-pass program has been included in the mass transit goal.</b></p>	Follow-up needed	Tom recommended that the language should be further updated to reflect that U-pass is a free bus pass provided to students, faculty and staff by PSTA.

5-7 +	-	Comment	If possible, consider revising the title "Pedestrian and Non-Vehicular Circulation Sub-Element" to reflect that bicycles are vehicles; a large portion of the sub-element relates to bicycle transportation. <b>RESPONSE: The title has been changed to "Pedestrian and Non-Motorized Vehicular circulation."</b>	Addressed	N/A
5-8	Plan Framework for Pedestrian and Non-Vehicular Circulation	Substantive	"The Bayboro Harbor Redevelopment Plan identifies the route along Third Street from Eighth Avenue north to Poynter Park and east along the campus waterfront to Harbor Hall, north to the Progress Energy Center for the Arts – Mahaffey Theater and continuing north along the waterfront as a major pedestrian route to be developed. Other pedestrian/park links proposed in Roser Neighborhood Park Plan and Bayboro Harbor Plan include connections from the campus southwest to Woodbrook and Roser Parks via Booker Creek to Bartlett Park via Salt Creek and southeast to Lassing Park." A good place to mention the pedestrian connections outlined in the DWMP (see pages 40-41 and 74-83 of the <a href="#">DWMP</a> ). <b>RESPONSE: Reference has been included to the DWMP.</b>	Addressed	Some of us learned something new: Woodbrook is a small City park between 8th St. and Dr. MLK Jr. St.
5-9	Goal	Substantive	Add policy for educational opportunities coordinated with the Transportation Management Organization (TMO) for improvements to promote safety of the off-campus bicycle routes. <b>RESPONSE: Added policy 5.9.3 for coordination with the TMO</b>	Addressed	N/A
5-10	Policy 5.10.4	Comment	Although not required, City staff recommends consideration be given to providing more detail about long-term bicycle storage in the commuter centers description for parking garages. The list of bicycle commuter facilities should include repair stations as a potential piece of infrastructure. It is worth noting that changes to the City's requirements for long-term and short-term bicycle parking are currently proposed, which will eliminate the option for "wave" racks that are currently located on the campus. <b>RESPONSE: Policy 5.10.4 has been modified to include repair stations.</b>	Addressed	N/A

5-11	Policy 5.12.3	Substantive	Contains statements about vacating portions of 2 <sup>nd</sup> Street So., 3 <sup>rd</sup> Street So., and 6 <sup>th</sup> Avenue So. As previously stated and at this time, the City does not support vacation of identified public rights-of-way. The City requests that these statements be deleted. <b>RESPONSE: The University understands the City's position on this issue but at this time will not be modifying the master plan document.</b>	Understood	N/A
5-15	Figure 5-c	Comment and Clarification	The Campus Transit Plan as shown in Figure 5-c is likely to be outdated soon with the proposed redesign of routes by PSTA that will likely become operational in February 2016. It may not be appropriate to change the illustration, though it could be noted that the transit circulation is currently under review. It should probably include more than two stops when revised with consideration given for Bike Share. The Figure also identifies a "Bart Bus Stop" without defining what Bart means. <b>RESPONSE: Exhibit will be updated in a future amendment. The current exhibit will be modified to remove reference to BART.</b>	Follow-up needed	Chery/Tom pointed out that the bus routes have changed (Feb. 2016) since this last draft and should be further updated.
5-17	Figure 5-e	Comment	Shows a pedestrian circulation plan, though no bicycle circulation plan has been provided. <b>RESPONSE: Title of exhibit will be changed to "Pedestrian / Non-Vehicular" Circulation</b>	Addressed	N/A
7-7	Summary of Objectives and Policies	Comment	WRD uses 1,000 gpm as a minimum requirement for fire hydrant flows when designing water system upgrades and expansions. <b>RESPONSE: Acknowledged.</b>	Addressed	N/A
7-10	Plan Framework for Sanitary Sewer	Update	"Two 48-inch mains expand to 54 inches as they run to the east and terminate at the City of St. Petersburg's Albert Whitted Water Reclamation Facility (AWWRF). Note the AWWRF is scheduled for decommissioning. Flow to the plant will be pumped to the City's Southwest Water Reclamation Facility (SWWRF)." AWWRF is shut down, flows now go to the SWWRF; language needs to be updated. <b>RESPONSE: Text has been updated to reflect new route.</b>	Addressed	N/A

8-1	Plan Framework for Conservation	Update	<p>"The City of St. Petersburg Building Code mandates base floor elevations to be 1' above base flood elevations."  As of August 2015, the City of St. Petersburg Building Code mandates base floor elevations to be 2' (two feet) above base flood elevations; language needs to be updated. <b>RESPONSE: The text has been changed from 1' to 2' above base flood elevations.</b></p>	Follow-up needed	Derek/Cate will look at exact language in LDRs to ensure consistency. When measuring height in the SFHA, the LDRs use the phrase: "from the required design flood elevation line as measured to the finished floor to the beginning of the roofline or roof peak"
8A-1	Plan Framework for Coastal Management	Update	<p>"City of St. Petersburg Building Code has defined the minimum base floor elevation as 1' above base flood elevation."  As of August 2015, the City of St. Petersburg Building Code mandates base floor elevations to be 2' (two feet) above base flood elevations; language needs to be updated. <b>RESPONSE: The text has been changed from 1' to 2' above the base flood elevations.</b></p>	Follow-up needed	Derek/Cate will look at exact language in LDRs to ensure consistency. When measuring height in the SFHA, the LDRs use the phrase: "from the required design flood elevation line as measured to the finished floor to the beginning of the roofline or roof peak"
8A-1	Plan Framework for Coastal Management	Substantive	<p>The first paragraph, which talks about Poynter Park, is a good place to mention the greenway access along the waterfront outlined in the DWMP (see pages 74-83 of the <b>DWMP</b>). <b>RESPONSE: Reference and additional text has been included regarding the DWMP and Poynter park.</b></p>	Addressed	N/A
-	Figure 8-a Figure 8A-a	Organization	<p>These figures appear to be the exact same. <b>RESPONSE: Figure 8-a will be revised to indicate reclaimed water.</b></p>	Addressed	N/A
9-3	Objective 9.1	Update	<p>References to improvements in Poynter Park and the need to upgrade the sidewalks. Parks and Recreation Department believes that many of these improvements have already occurred with upgraded lighting, emergency call-boxes and wider, more direct sidewalks through the park. <b>RESPONSE: The 6th bullet on page 9-1 has been modified to reference the improvement made by parks and Recreation.</b></p>	Addressed	N/A

11-1	Introduction	Update	<p>"Table 11-a lists USFSP's needs in priority order for academic, infrastructure, and support needs through the year 2015." The Source listed under Table 11-a, says "USFSP CIP 2, 2012- 13 through 2016-17." It appears that "2015" in the quoted sentence should be updated to 2017. <b>RESPONSE: The introduction has been revised to reference the period 2016 through 2021. Table 11-a has also been updated to reference the source as CIP 2016 - 2021.</b></p>	Addressed	N/A
Appendix B		Update	<p>References to street lighting should include upcoming LED conversion. Also the distinction between pedestrian and vehicular lighting environments should probably be related to the height of the light and not necessarily the height of the pole. Finally, references to Wayfinding should note coordination with the City and FDOT for improved access to the campus. <b>RESPONSE: It is unclear where this comment is referenced from.</b></p>	Follow-up needed	Cheryl will follow-up to pinpoint the origin of the comment
B4-11	Table III 4-a	Substantive	<p>Table III 4-a appears to be a two-part table, which is confusing (maybe relabel 4-a and 4-b). Most important, the gross square footage in the proposed 10-year building program (Projected 2025) appears to include square footage of buildings constructed between 2010 and 2015 (it is unclear). <b>RESPONSE: The "projected" table has been changed to III 4-b. The square footages have been checked and are believed to be accurate.</b></p>	Follow-up needed	Derek/Cate/Rick need to double check this
B5-5	6C-21.205(1) (1)(C)	Update	<p>Regarding table "On-Campus and Context Area Accidents..." the City's Transportation and Parking Management Department previously provided updated crash data for the intersections shown. Please update data and also change the word "accidents" to "crashes." <b>RESPONSE: The table has been updated with information received from the City of St. Petersburg. The text "accidents" has been changed to "crashes"</b></p>	Addressed	N/A
B5-8	6C-21.205(1) (1)(H)	Update	<p>The current edition of the Trip Generation Manual is the 9th edition, which may require a change to the daily trip generation. This may impact the daily and PM peak hour trips on page B5-17 as well. <b>RESPONSE: The Trip Generation Manual has been changed to the 9th edition.</b></p>	Addressed	N/A

B5-9	6C-21.205(1) (1)(U)	Update	PSTA has a more recent system map than 2011. More recent Downtown Looper data is available. This information should be updated accordingly. <b>RESPONSE: The PSTA map has been updated.</b>	Follow-up needed	Cheryl/Tom pointed out that the bus routes have changed (Feb. 2016) since this last draft and should be further updated.
B7-5	6C-21.207(4) (4)(B)	Update	There is no moratorium on the extension of reclaim water main. <b>RESPONSE: The text has been changed to reflect NO moratorium on the extension of reclaim water.</b>	Addressed	N/A
B7-9	6C-21.207(7) (7)(A)	Update	The City of St. Petersburg owns and operates the sanitary collection system and provides treatment at the Albert Whitted Water Reclamation Facility (AWWRF). <del>The AWWRF is to be decommissioned. Sewer flow to the facility will be intercepted and pumped by a 30" force main generally in 6th Ave. S. to the Southwest Water Reclamation Facility (SWWRF).</del> Dames & Moore completed a Campus Sanitary Sewer Assessment Study, and based on the information addressed in this study, the sanitary sewer system is adequate to provide the required level of service for the campus over the study period. <b>RESPONSE: Text has been modified per the above.</b>	Addressed	N/A
B7-9	6C-21.207(7) (7)(B)	Update	All campus-discharged wastes are conveyed by the City's collection system to the <del>nearby AWWRF or in the future to the SWWRF.</del> Those lines existing within the rights-of-way are owned and maintained by the City... <b>RESPONSE: Text has been modified per the above.</b>	Addressed	N/A
B7-11	6C-21.207(8) (8)(B)	Update	The <del>AWWRF SWWRF</del> has a permitted capacity of <del>12.4-20</del> MGD and can adequately handle future developments at USFSP. <del>The City of St. Petersburg has indicated transfer of flow to the AWWRF to the Southwest WRF is pending.</del> The City has established the following level of service standards for sanitary sewer: <del>AWWRF 166 gallons per person per day SWWRF 161 gallons per person per day.</del> <b>RESPONSE: Text has been modified per the above.</b>	Addressed	N/A
B7-11	6C-21.207(8) (8)(D)	Update	The <del>AWWRF and the SWWRF</del> are <u>regulated</u> by the FDEP... <b>RESPONSE: Text has been modified per the above.</b>	Addressed	N/A

Table includes review comments from the following:

- Parks and Recreation Department

## COUNCIL AGENDA NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **October 5, 2016**

COUNCIL DATE: ~~October 20, 2016~~ November 3, 2016 (carried over from 10/20/16)

RE: ***Changes to City of St. Petersburg Administrative Policy #090504  
Adding Additional Council Oversight to Selecting and Contracting for  
Architectural, Engineering, or Land Surveying Professional Services***

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### **ACTION DESIRED:**

Would like to respectfully refer to relevant upcoming scheduled Committee of the Whole (COW) meeting to add additional and more clearly delineated City Council oversight to approve any City staff entering negotiations with chosen contractors for architectural, engineering, and land surveying professional services. Currently, the City Council does not have clear and transparent review of the information pertaining to the final selection process, which more often than not is placed without context and without adequate explanation onto a Consent Agenda.

### **RATIONALE:**

My proposal would require that we adopt a process that is consonant with similar amounts that trigger the State of Florida's Consultants Competitive Negotiation Act practices. Namely, City Council would have to approve entering into final negotiations with any contractor whose study is valued over \$200k and any design work that results in a built project valued over \$2 million. These same amounts trigger the Consultants' Competitive Negotiation Act, and should therefore trigger similar transparent review and approval by City Council.

As a starting point to our discussions, the information the Council would need to review in order to approve entering negotiations with chosen firms would be based upon, but not limited to, a consistently formatted report that clearly shows: 1) the names of the three firms considered, 2) the dates, times, and members of selection committee meetings, 3) minutes of those meeting, 4) the numerical rankings, 5) firms' histories with City, including task and work order changes related to previous projects, as well as any public information related to lawsuits, nonpayment for work owed, or violations of permits.

While some of this information may be publically available by request, this policy would make the process more transparent, as well as making final Council approval a requirement to enter negotiations.

Darden Rice, Council Vice Chair  
District 4

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

**TO: Members of City Council**

**DATE: October 12, 2016**

**COUNCIL DATE: ~~October 20, 2016~~ November 3, 2016 (carried over from 10/20/16)**

**RE: *Referral to the Public Services & Infrastructure Committee  
Potential Weeki Wachee Funding for a Skate Rink***

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**ACTION DESIRED:**

Respectfully requesting City Council refer to the Public Services and Infrastructure Committee a request to add to the list for potential Weeki Wachee funding a discussion of creating a skating rink in south St. Petersburg.

Steve Kornell, Council Member  
District 5

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: ~~October 12, 2016~~ November 3, 2016 (carried over from 10/20/16)

COUNCIL DATE: **October 20, 2016**

RE: ***Mosquito (Zika) update***

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**ACTION DESIRED:**

Respectively request a presentation to City Council from Administration and Pinellas County on Mosquito/Zika control and genetically modified mosquitoes.

Jim Kennedy, Council Member  
District 2

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **October 12, 2016**

COUNCIL DATE: ~~October 20, 2016~~ November 3, 2016 (carried over from 10/20/16)

RE: ***Update on Public Schools within the City of St. Petersburg***

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**ACTION DESIRED:**

Respectively request a status update to City Council from Administration and Pinellas County School Board on Public Schools within the City of St. Petersburg.

Jim Kennedy, Council Member  
District 2

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **October 14, 2016**

COUNCIL DATE: ~~October 20, 2016~~ November 3, 2016 (carried over from 10/20/16)

RE: ***Revision to City Council Policy & Procedures Manual***

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**ACTION DESIRED:**

Respectfully requesting City Council approval for revisions to the *City Council Policy & Procedures Manual (Amended and Restated April 7, 2016) Chapter Two Section 1B(1)* limiting the number of awards or presentations placed on the agenda at each mini-meeting to a cumulative total of no more than 4 awards or presentations per mini-meeting from Administration or City Staff.

**RATIONALE:**

The original intent of the City Council mini-meeting was for procedural purposes, City Council members are limited to two items per member per mini-meeting. Due to the high volume of items on regular meetings, Council has been putting business, legal and time sensitive items onto the mini meeting to help lessen the burden on the regular business meetings.

Amy Foster  
Council Chair  
District 8

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **October 12, 2016**

COUNCIL DATE: ~~October 20, 2016~~ November 3, 2016 (carried over from 10/20/16)

RE: ***Referral to BF&T***

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**ACTION DESIRED:**

Respectfully requesting a referral to the BF&T Committee to remove the Childs Park Lake Project from the Weeki Wachee Project List.

Lisa Wheeler-Bowman, Council Member  
District 7

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

TO: **Members of City Council**

DATE: **October 21, 2016**

COUNCIL DATE: **November 3, 2016**

RE: ***Prohibition of Vaping Inside Buildings***

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**ACTION DESIRED:**

Respectfully requesting a referral to the ENRS Committee to consider what action the City can take to limit the use of vaping in public buildings and space.

**RATIONALE:**

Florida has a clean indoor air act which prohibits smoking in many categories of publicly used buildings. Vaping is the latest effort of the tobacco industry to encourage addiction to nicotine. Our City attorneys believe we have some ability to regulate this activity.

Karl Nurse  
Council Member

**COUNCIL AGENDA  
NEW BUSINESS ITEM**

**TO: Members of City Council**

**DATE: October 26, 2016**

**COUNCIL DATE: November 3, 2016**

**RE: *DEP Notification of violations***

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**ACTION DESIRED:**

Respectfully requesting that Administration notify City Council whenever the Florida Department of Environmental Protection (FDEP) is notified of any violations of the City of St. Petersburg's permits or any applicable laws.

Amy Foster  
Council Chair  
District 8

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

**Minutes**

**October 13, 2016**

**8:00 am. – City Hall – Room 100**

**Present:** Committee Members - Chair James R. “Jim” Kennedy, Jr., Vice-Chair Karl Nurse Charles Gerdes, Darden Rice, and Ed Montanari (alternate).

**Absent:** None.

**Also:** City Council Chair Amy Foster; Council Member Steve Kornell; Council Member Lisa Wheeler-Bowman; Chief Assistant City Attorney Jeannine Williams; City Administrator Gary Cornwell; City Auditor Bradley Scott; Parks and Recreation Manager Linda Seufert; Assistant Fire Division Chief Dean Adamides; and Sr. Deputy City Clerk Cathy E. Davis

**A. Call to Order**

Chair Kennedy called the meeting to order with the above persons present.

**B. Approval of Agenda**

In connection with the approval of the meeting agenda, Council Member Gerdes motioned that the agenda be approved. All were in favor of the motion.

**C. Approval of Minutes**

**1. September 8, 2016**

In connection with the approval of the September 8 meeting minutes, Council Member Gerdes motioned that the minutes be approved. All were in favor of the motion.

**D. New/Deferred Business**

**1. October 13, 2016**

**a. 2016 Management Evaluation**

Council Member Kennedy explained that the charter requires Council to consider if a Management Evaluation is needed. It is not required. There is \$50,000 allocated in the budget for the study. No study was done in 2016, so the funds need to be allocated to the 2017 Management Evaluation or left to fall back in the General Fund cleanup. Brad Scott has provided two draft scope of works, one for the Procurement and Supply Management Department and one for the Water Resources Department.

Mr. Scott explained that at the October 8, 2015 BF&T meeting, the committee discussed the possibility of a Management Evaluation of the Water Resources

Department, and he began working on the scope of work after that meeting. Then, at the April 28, 2016 BF&T meeting, the committee discussed a potential Management Evaluation of the Procurement and Supply Management Department. A draft scope of work was developed related to this potential Management Evaluation area. This is the reason why there are two draft scopes of work. It is up to BF&T to decide what department, if any, should be evaluated.

Council Member Nurse supports an evaluation of the Water Resources Department and that the focus should be staffing, restructuring, technical skill level of staff, and qualification of staff.

Council Member Rice asked where in the scope are the concerns for water quality, testing, and posting of signage and communication issues addressed. She also asked about the process in putting together an RFP. Mr. Scott explained that the specifics have not been added yet but would be as part of the process moving forward. Mr. Scott will provide a chart on the process of an RFP for a Management Evaluation to the committee and also took time to explain the process.

Council Member Kornell would like the study to look at ways to use current staff and their expertise, look at training needs and how to better manage purchases.

Council Member Gerdes agrees with the Management Evaluation for the Water Resources Department, especially the areas of staffing, skill sets, and expertise. Council Member Gerdes explained that he has a practical business concern. The department is currently undergoing investigations by the City, D.E.P. and possibly by the E.P.A. Also, the department is being asked to expedite projects. By adding an evaluation, it may affect the ability of the department to do what is being asked of them.

Council Member Foster brought up the culture issue with inclusion and empowerment with the staff and agrees with the concerns mentioned by Council Member Gerdes that staff is under a lot of pressure and a lot is being asked of them.

Council Member Montanari shares in the concerns stated. He mentioned his concern for the people working in this department. There are a lot of good people, they are under a lot of pressure, and a lot is being asked of them. The study should include a way that staff can give feedback, similar to the staff survey done back in 2003. Staff should be able to express their concerns in a confidential level.

Council Member Wheeler-Bowman agrees with the comments made. Her concern is access to training and growth opportunities and that the training and opportunities are fair across the board.

Council Member Kennedy asked, if during an audit, the succession planning is reviewed. Mr. Scott stated that they currently do not. Gary Cornwell explained that it is talked about frequently with the directors, but there is not a formalized plan and that successional planning is being looked at citywide.

Council Member Kennedy brought up the concern that with the other investigations happening, what might be learned from those that would direct the Management Evaluation. He stated that a decision on a Management Evaluation does not need to be made today, but some direction on the 2016 funding should be made.

Additional discussion occurred on the extent of the evaluation: if the scope can be separated into different areas; move forward areas that would benefit staff; areas that may not be very difficult to obtain; and areas the current city investigation may be able to cover better during the investigation.

It was also suggested to have online surveys for employees, so as not to interfere too much with their work schedules. It was also discussed if the surveys can be confidential, or at least the employee name kept confidential but the content public record. Mr. Scott stated that the past survey was done by the consultant and it was confidential.

Council Member Kornell commented that the administrator has only been on the job for approximately six months and, as he learns the system and people, will probably have changes he would like to make. He should be given some more time to make changes he feels appropriate.

Concern also was expressed by Council Member Kornell about the biosolid project because the same administrator, director and consultant were on the biosolid project as well as the water resources report. Council Member Kornell would like to have an updated on the project.

Council Member Gerdes motioned that Internal Audit bring back to BF&T a revised scope of work for a Water Resource Department Management Evaluation study given the comments from Council today. All were in favor of the motion. Ayes: Kennedy, Nurse, Gerdes, and Rice. Nays: None.

Council Member Gerdes motioned that the 2016 funds for a Management Evaluation be rolled over to the 2017 budget to be used for the 2017 Management Evaluation. All were in favor of the motion. Ayes: Kennedy, Nurse, Gerdes, and Rice. Nays: None

## **E. Continued Business**

## **F. Upcoming Meetings Agenda and Tentative Issues**

### **1. October 27, 2016**

- a. Resiliency Partnership & the Integrated Sustainability Action Plan (Wright)
- b. Jordan Park Development Partners, Ltd, (Dove)

### **2. November 10, 2016**

- a. Quarterly Financial Report (Fritz)
- b. Quarterly Grant Reports (Ojah-Maharaj)

## **G. New Business Item Referrals**

Council Member Kennedy asked to add to the referral list the following items:

- Establish a procedure for grants greater than \$100K that would potentially require ongoing additional expenditures after the grant is completed.
- Changes to purchasing requirements and modification to code including life cycle costs.
- Use of TIF money for Water Resources projects.

Council Member Kennedy requested to add the Youth Sports Field at Thurgood Marshall Middle School to the Weeki Wachee project list.

Council Member Kennedy asked that the Mangrove Golf Course Improvements be removed from the Weeki Wachee project list.

## **H. Adjournment**

There being no further business, the meeting was adjourned at 8:58 am.

City of St. Petersburg  
**Public Services & Infrastructure Committee**  
Meeting of October 13, 2016 – 9:15 a.m.  
City Hall, Room 100

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**Members and Alternates:** Chair Steve Kornell, Vice-Chair Ed Montanari, Councilmembers Charlie Gerdes, Amy Foster and Jim Kennedy.

**Others present:** Mayor Rick Kriseman, Support Staff : John C. Norris, Stormwater, Pavement and Traffic Operations Director, Nina Mahmoudi, Manager of Creative Services, Jeannine Williams, Chief Assistant City Attorney, Heather Judd, Assistant City Attorney & Pat Beneby, City Clerk

- 1) Call to Order 9:15 A.M.
- 2) Approval of Agenda
  - a) Motion for approval - Motion for approval by CM Kennedy. Unanimously Passed: 4-0.
- 3) Approval of Minutes
  - a) September 22, 2016 – Motion for approval by CM Gerdes. Unanimously Passed: 4-0
- 4) New Business
  - a) Continue discussion of Vehicle for Hire Ordinance - Legal - Judd
    - i. Heather Judd opened with explaining the change that was made on the proposed ordinance version 21. The change was on page three where there was a strike through of some language about an excess umbrella policy. She also stated that when it goes to first reading that strike through will not be there.
    - ii. Mayor Kriseman explained that we were originally looking at two different versions. One was to take our existing regulations and try to work into it dealing with TNC's. The second option was significant deregulation only focusing on what we thought the public was most concerned with like the driver of the vehicle bring safe with background checks and insurance coverage. Mayor Kriseman referred to the change in the ordinance on page 3 and how it was removed because adding that coverage would be cost prohibitive. The other question that was asked previously was regarding the optional certificate and what we were trying to accomplish there. He explained that it's not something that weather it's TNC or a taxi company that they have to do. It is optional. If you do choose to do it there will be a number of things you are required to do. One of which is to make sure each driver has insurance limits 125/250/50 policy. Under the policy in the main section on page 3 for TNC vehicle they are required to carry the FL state minimum which does not require 125/250/50.

If they decide they want to get the optional certificate they can go ahead and purchase that additional coverage. It does not impact what the corporate entity is required to do under the main section or under the optional. It only impacts the individual driver.

- iii. CM Kennedy clarified his understanding that under 28-2 it states all public vehicle companies must have the \$1,000,000.00 commercial general liability insurance. Mayor Kriseman responded yes, as well as \$1,000,000.00 in auto or they can carry a livery policy. CM Gerdes then stated that in addition to the requirements of 28-2 if you want to get the optional certificate you would have to have an additional 125/250/50 policy to the \$1,000,000.00 requirement. Mayor Kriseman answered not in addition, but you would have to carry that coverage. If you're an individual driver for Uber you may not have that 125/250/50 coverage, but if you want that optional certificate you would then have to purchase that 125/250/50 policy. Under 28-2 it states each individual driver is required to carry the FL state minimum. The company is required to carry different coverage. The company is providing each driver with 125/250/50.
- iv. Heather Judd responded that each vehicle has that coverage. She added that in the certified section some companies may already have coverage on their cars that meet the limits, but under the main part of the ordinance they are not required to give the VIN number of each car. Under the certified we would have a complete list of every car, because that certification will be tied to one specific vehicle. So that vehicle is guaranteed to have 125/250/50, whether it's a taxi or an individual driver.
- v. CM Kennedy stated that if it's not a commercial policy and it's just a policy that goes with the vehicle what does that provide us? Because they're going to deny coverage due to commercial undertaking. Mayor Kriseman answered that there are policies being specifically written at the TNC level. CM Kennedy said that in order to mean anything it needs to somehow be commercial in nature or something that the insurance can validly object to. When they are selling an individual policy they are specifically excluding commercial ventures, so unless that's addressed he doesn't see what benefit that extra coverage has because it will never fall to the passenger of the vehicle. Mayor Kriseman said that you can buy insurance specifically for TNC drivers. CM Kennedy inquired about the cost of those types of policies, but there isn't any solid information on the cost currently.
- vi. CM Gerdes asked if they have run the traps through the statutes to see if the statutory obligations get you to CM Kennedy's answer. Heather Judd answered that she would assume so. CM Gerdes also mentioned that he had previously asked for some language to be added to the ordinance that says that policy coverage "shall" or "must" begin at the time the ride is accepted until the rider reaches the destination. Judd said she checked to see what was already in there about when it kicks in, lapses, or fails to provide coverage or denied whether the \$1,000,000.00 policy would cover all the time. Some of the TNC policies have different "kick in" points but because not all vehicles have that so as long as we have the general coverage on the company that's overlapped with what they are already required to have. CM Gerdes stated how the

language still needs to be in the ordinance stating when the coverage exactly starts and ends.

- vii. CM Kennedy discussed the requirement for a valid driver license and questioned why not a valid “Florida” driver license, because they work in Florida. Judd responded that she was told to take out Florida license due to the possibility of a military person needing to work and it is already stated in Florida Statutes.
- viii. Mayor Kriseman suggested that on page 8 adding language like “buy an insurance policy compliant with 324-032 or a business ride share policy or endorsement”. CM Kennedy stated that made sense to him.
- ix. Guest speaker, Carol Vallee, representing the taxi industry stated that she has been a Bay area Taxi Service operator for 35 years. The biggest issue they have are the fees. They have been paying the \$65 Business Tax per car and \$200 administration fees annually and TNC has not been paying and should be paying. If you’re going to charge the Taxi Services then charge the TNC as well.
- x. Guest speaker, Cesar Fernandez, representing Uber Technologies. Uber supports the Ordinance. He stated that it provides a level of playing field. He said that any taxi company has the two path option. He addressed the insurance and supported the background check standards. They oppose any per vehicle fee but support an annual flat fee.
- xi. CM Kennedy had a question for legal on the new ordinance and the business tax fee. Judd answered that a new fee is not contemplated. If we want to do any changes on the \$65 per car fee there would have to be an equity study done in order to change the classification. CM Kennedy asked if under the new ordinance would the fees be the same for all public vehicles taxi or TNC and Judd confirmed that was correct.
- xii. Heather Judd stated that if for any reason if the drivers insurance does not work the company insurance has to cover up \$1,000,000.00.
- xiii. CM Kennedy made a motion to move forward to first reading at full Council. CM Gerdes seconded the motion. All were in favor of the motion.

## 5) Upcoming Meetings

### a) October 27, 2016

- i. A revision to the sign ordinance to allow advertisement on bus shelters that are constructed with private sector funds – Legal
- ii. A recommendation to strengthen wage theft ordinance enforceability – Eve Epstein

### b) November 10, 2016

i. To Be Determined

6) Adjournment 10:27 A.M.

## **Report of the LAIR Committee**

**October 20, 2016**

In attendance: Committee Chair Rice, Committee Vice-Chair Montanari, Committee Members Gerdes and Kennedy Jr.

Committee Chair Darden Rice opened the meeting by reviewing the discussion from the last LAIR meeting in August including Mayor Kriseman's priorities with the highest priority issue being funding for storm/wastewater system improvement. Councilmembers' topics discussed at the last meeting included Amendment 1 funds for urban land, civil citations, and many others.

Chair Rice also reviewed the dates for the 2017 Legislative Session and the incoming legislative leadership.

Sally Everett reported to the Committee that the City's contract for state lobbying services with Peebles and Smith expired September 30, and that an RFP for lobbying for the City of St. Petersburg was issued on October 12 with responses due by November 12. Five firms, including the incumbent and others who have expressed interest in representing the city. The new contract will be for 3 years, with the possibility of a 2 year extension. The possibility of hiring a lobbyist at the federal level will be reviewed after the November election and the selection of the state firm.

At the last LAIR meeting, committee members requested a list of the issues and appropriation projects that organizations throughout St. Petersburg are requesting of the Legislature in 2017. That list was distributed and discussed. That list is updated and attached.

The next LAIR meeting will be held on January 19, 2017 at 10:30 a.m. with approval of a final Legislative Program for 2017 and introduction of the new lobbying team.

## Community Partners' Legislative Priorities

### Preliminary Listing

Corrected as of 10/27/16

- **Warehouse Arts District**
  - \$ 500,000 for construction
- **St. Petersburg Tech Garage/Center for Innovation**
  - \$ 400,000 for operations and new programs, plus
  - \$ 6 Million County Request
- **Juvenile Welfare Board**
  - Legislative Priorities in Formation
- **USF St. Pete (draft)**
  - \$2.5 Million for Marine Science Coastal Health Initiative
  - \$400,000 for Debbie Sembler Student Success Center programs – tutoring, mentoring
  - \$ 2.5 Million Allied Health STEM programs
- **St. Petersburg College**
  - \$ 10 Million 2<sup>nd</sup> year funding for replacement Student Services building, Gibbs Campus
- **Mahaffey Theater/Florida Orchestra**
  - \$ 1.5 Million Phase 2 renovation funding
- **Pinellas County (still in draft)**
  - \$ 6 Million for Small Business Incubator (Innovation Center) in St. Petersburg
  - Tierra Verde Bayway bridge replacement
  - Transportation Projects
- **Treasure Island**
  - ~~\$800,000~~ 400,000 for Central Avenue bridge repairs
- **AMSkills**
  - Joint apprenticeship program with City and Pinellas Tech. College. Amount TBD
- **Johns Hopkins/All Childrens' Hospital**
  - Funding for expanded in-hospital teachers for patients
- **St. Petesburg Chamber of Commerce**
  - Legislative Program in formation



## **CITY OF ST. PETERSBURG**

Energy, Natural Resources and Sustainability Committee

Thursday, October 20, 2016 9 a.m.

**PRESENT:** Chair Darden Rice and Councilmembers Karl Nurse, Ed Montanari, and Lisa Wheeler-Bowman (alt).

**ABSENT:** Councilmember Steve Kornell

**ALSO:** Assistant City Attorney Michael Dema, Sustainability Manager Sharon Wright, Lisa Glover-Henderson, Senior Energy Efficiency Engineer, Carlos Frey, Sr. Professional Engineer, and Office Systems Specialist Paul Traci

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

**Approval of Agenda:** Passed 3-0 (Councilmember Nurse ran late.)

**Approval of September, 2016 Minutes:** Passed 3-0

### **Resiliency Planning Update**

Sharon Wright provided an update on how the city could work in partnership with the county and other regional partners for resiliency planning. The county is allocating \$300,000 of RESTORE Act funding toward a vulnerability assessment that includes the development of a decision support model and initiating analyses for critical infrastructure and economic strategies.

By the county allowing for supplemental scope items, regional partners including the city, will have options to expand on the county's work with a St. Petersburg focus as well as implement relevant early implementation resiliency projects when those opportunities result. The ENRS Committee September recommendation to allocate \$300,000 of the earmarked \$1 million for resiliency to use to partner with the county and expand and build upon the county's upcoming resiliency work will go to the Budget, Finance, and Taxation (BFT) Committee on Thursday, October 27, 2016.

Councilmember Montanari raised questions related to understanding better what the deliverables would be from spending resiliency dollars along with what questions would be answered and how the work would tie into other infrastructure work with the city, specifically water and wastewater work. A compelling public message is needed to explain to the community why this funding is being allocated and what the benefits to the city will be.

Chair Rice highlighted lessons learned for projects that occurred in cities like New Orleans and New Jersey after natural disasters. Those projects did not necessarily come from plans, and the city wants to be sure to have relevant, usable plans that lead to projects for adaptation and recovery.

Chair Rice suggested we have a "Modeling 101" to better understand what the vulnerability assessment will be. The committee agreed this would be helpful, and Sharon will set it up.

### **Urban Land Institute Resiliency Workshop**

Also, the Urban Land Institute (ULI) is planning a 2-day workshop with the city on Monday/Tuesday, December 5 & 6. ULI will be bringing a technical advisory panel (TAP) to work on key questions surrounding resiliency planning and equitable investments. A council workshop on December 6 in the afternoon is expected to be the format for the report out of the two days of work.

### **Integrated Sustainability Action Plan**

Sharon provided an overview for the draft scope of work for an Integrated Sustainability Action Plan that would incorporate a greenhouse gas emission inventory and reduction strategies as well as an operating and capital improvements plan that would result from working the STAR Communities objectives and outcomes with the community. In addition, county-led vulnerability assessment and CRS work would be incorporated.

Councilmember Nurse made a motion to recommend that \$250,000 of the \$1 million funding earmarked for an integrated sustainability action plan.

The motion passed 3-1 with Councilmember Montanari dissenting.

Councilmember Montanari inquired about the “TBD” under the scope tasks related to budget. Sharon explained that the idea is to leave those more open for consultants to propose specifics and with the intent for allowing consultant ideas and coming in under the total \$250,000 allocation.

### **Energy Efficiency Analysis, Strategy and Retrofit Projects**

The purpose of this scope of work is to implement early, the needed energy efficiency and retrofit projects early as part of resiliency planning and implementation. Data for city government facilities and infrastructure is available, but it varies in its recent relevance, organization, availability, and accuracy. This project would include continued data collection and analysis for city government facilities with a focus on buildings and related facilities. The analysis will organize data and prioritize energy efficiency and retrofit projects to be implemented through internal actions and external contracts and equipment as-needed.

Also, this work will support data collection for the upcoming greenhouse gas emission inventory, STAR Communities strategies, and approach to lifecycle cost analysis for projects and purchases, and code and policy reviews.

This project will be set up as an inter-department project with Engineering using Lisa Glover-Henderson, Sr. Energy Efficiency Engineer and likely in partnership with a USF class to bring students in to do energy audits and offer ideas.

Councilmember Nurse made a motion to recommend that \$250,000 be allocated for the energy analysis and retrofit work. Of the \$250,000, \$50,000 would be for 25-30% of Lisa’s time, and a contribution of \$10,000 - \$15,000 is anticipated to go toward paying a teaching assistant to manage the group of USF students. The balance would be reserved to move forward with projects understanding that status reports and options will be brought back to the committee before moving forward.

The motion passed 4-0.

## **Next Steps**

Committee ran out of time before completing the tree removal penalties discussion, so the topic will be continued to the Monday, November 21, 2016 meeting (10:30 a.m.).

The recommendation for the \$300,000 allocation toward resiliency planning will be discussed at the October 27, 2016 BFT Committee meeting before going to City Council, if approved.

As requested by City Council members, an overview of the three scopes of work (resiliency planning, integrated sustainability action plan, and energy efficiency analysis) will also be discussed at BFT to provide the whole picture to date on how the proposed allocations of the earmarked \$1 million would be used if approved and moved forward.

Sharon, in coordination with ENRS committee members, will set up a workshop or other broader venue to hear from local scientists on the latest updates and work related to sea level rise and climate change.

Sharon, in coordination with the ENRS committee members, will also set up a “modeling 101” discussion along with closely-related methods and analysis for a vulnerability assessment.

Next ENRS Committee meeting is scheduled for **Monday, November 21, 2016 at 10:30 a.m.**

ST. PETERSBURG CITY COUNCIL  
BUDGET, FINANCE & TAXATION COMMITTEE

Minutes

October 27, 2016  
8:00 – City Hall – Room 100

Present: Committee Members - Chair James R. “Jim” Kennedy, Jr., Vice-Chair Karl Nurse  
Charles Gerdes, Darden Rice, and Ed Montanari (alternate).

Absent: None.

Also: City Council Chair Amy Foster; Council Member Steve Kornell; Council Member Lisa  
Wheeler-Bowman; Chief Assistant City Attorney Jeannine Williams; Assistant City  
Attorney Brett Pettigrew; Assistant City Attorney Macall Dyer; City Administrator Gary  
Cornwell; Director Neighborhood Affairs Mike Dove; Sharon Wright Sustainability  
Manager; Manager Codes Compliance James Corbett; Parks and Recreation Manager  
Linda Seufert; Assistant Fire Division Chief Dean Adamides; and Sr. Deputy City Clerk  
Cathy E. Davis

**A. Call to Order**

Chair Kennedy called the meeting to order with the above persons present.

**B. Approval of Agenda**

In connection with the approval of the meeting agenda, Council Member Gerdes motioned that the agenda be approved. All were in favor of the motion.

**C. Approval of Minutes**

**1. October 13, 2016**

In connection with the approval of the October 13, meeting minutes, Council Member Gerdes motioned that the minutes be approved. All were in favor of the motion.

**D. New/Deferred Business**

**1. October 27, 2016**

**a. Resiliency Partnership & the Integrated Sustainability Action Plan (Wright)**

Sharon Wright stated there was three areas to review today. The first item is the countywide Vulnerability Assessment. The county has secured \$300,000 from RESTORE funds to do a vulnerability study and create a model. The study will look at one probable storm and three sea level rises scenarios. Sharon continued to explain how the model works and what questions could be answered using this model. Some of the examples of outputs that will be given include total acres impacted, impacts on assets, and critical facilities impacted.

Sharon continued to explain how partnering with the county, the city could enhance and build upon the scope of work the county has initiated. An additional line item, other optional services, has been added to the scope of work which would allow other partners

to add their own questions and scenarios. Some of those questions could include city economic impacts, vulnerable populations and impacts, and specific facilitates under varied scenarios.

Sharon explained how this assessment can work with other studies and plans such as the Stormwater Master Plan. Each study answers specific areas and, put together, will give a better overview not only citywide but countywide.

Funding requested is \$300,000 which matches what the county has allocated. The expenditures of the funds will not be given to the county but controlled by the city and used for city initiatives.

Discussion and questions covered type of scenarios, adaptation areas, long-term and short-term impacts on projects, how to protect habitats and preservation areas, budget and possible reoccurring costs, and how the agreement with the county would be set up.

Council Member Gerdes motioned and Council Member Rice seconded that \$300,000 be allocated for a more robust vulnerability assessment with the county. All were in favor of the motion. Ayes: Kennedy, Nurse, Gerdes, and Rice. Nays: None.

Discussion on topic two, allocating \$250,000 for an Integrated Sustainability Action Plan and topic three, \$250,000 for an Energy Efficiency Analysis. The Integrated Sustainability Action Plan will focus on baselining energy use for the city and community and strategies for reducing greenhouse gas emissions. The second part will use the STAR Communities baseline results to help prioritize items, city projects, and programs for the many other sustainability initiatives like natural systems and equity.

The Energy Efficiency Analysis would be completed by Sr. Energy Efficiency Engineer Lisa Glover-Henderson. The project would use approximately 25-30% of her time and she will look at data from Duke Energy and the city. This “energy audit” will provide information on what needs to be done and order of priority.

Council Member Nurse motioned that the Integrated Sustainability Action Plan be forwarded to Council. The motion passed. Ayes: Nurse, Gerdes, and Rice. Nays: Kennedy.

Council Member Nurse motioned that the Energy Efficiency Analysis be forwarded to Council. All were in favor of the motion. Ayes: Kennedy, Nurse, Gerdes, and Rice. Nays: None.

#### **b. Jordan Park Development Partners, Ltd, (Dove)**

Mr. Dove introduced Assistant City Attorney Brett Pettigrew for an oral report on the progress of negotiations with the Housing Authority. Brett explained that the Legal Department has been meeting with counsel for the Housing Authority to discuss the two agreements needed to transfer Jordan Park Apartments from the original developer, Jordan Park Development Partners, Ltd., to the Housing Authority. The first agreement is a termination agreement with the original developer that would terminate the original set of agreements between the original developer and the City and it would also forgive a \$3.1 million promissory note that was put in place in conjunction with CDBG money that was used to put in infrastructure improvements at Jordan Park that the City now owns. The second agreement is with the Housing Authority and would provide terms for the

operation of Jordan Park following acquisition by the Housing Authority. Discussion continued on the structure of the deal, internally with the Housing Authority, Codes Compliance, and counsel for the Housing Authority, including a very productive call on Monday. There are a few items that still need to be worked out, but Brett believes an agreement is close and should have a draft to consider in the next week.

One of the significant issues to be resolved is who will actually own Jordan Park. In order to find funding for repairs and improvements, the Housing Authority will require the creation of a new corporate entity. It is likely that this entity would include the Housing Authority, a contractor to do the improvements, and one or more investors that would provide funding for the improvements, possibly with tax credits. This entity does not exist yet, and to address the fact that this entity does not exist yet, the City's agreement with the Housing Authority will require any such ownership entity to execute an agreement to be bound by all the terms imposed upon the Housing Authority by the agreement currently being negotiated with the Housing Authority.

So far, the City and the Housing Authority have agreed to guarantee no retaliation against tenants who bring issues to Codes or members of Council, and that guarantee will be built into the lease with the tenants. Codes can continue to go into Jordan Park to investigate any complaints, following standard procedures. In addition, any management company would have an obligation to treat their records as public record and agree to non-interference with Codes.

There is discussion with the Housing Authority on some sort of voluntary inspection protocol, either in conjunction with the Housing Authority's regular monthly inspections or at unit turnover. Also proposed is a renovation plan that would be a road map of the improvements to Jordan Park. The Housing Authority would have some time after the signed agreement to turn in the plan and update as the information becomes available. Details are still being worked out on this item.

Brett stated that he is hopeful that an agreement will be done in the next week and a draft will be put together shortly after to review and bring for final approval to Council in December.

Sandy McClemon and Melinda Perry spoke on behalf of the Housing Authority and explained concerns on funding for repairs, options for subsidies available to them through HUD, and that the Housing Authority, which has a long history of managing complexes such as this, would be the management company.

Council Member Montanari asked for a brief history of Jordan Park and how we got here. Brett stated he would meet with him to answer any questions.

Council Member Kornell expressed his desire to leverage this to include as many developments as possible and inquired as to the status of the new business items regarding an audit and acquisition of the museum property at no cost. Brett explained that HUD regulations normally require property to be sold at a fair market value but that an exception is available for a "commensurate public benefit." This term is not well explained, and Legal is waiting for clarification from HUD as to what this means. Representatives from the Housing Authority noted that conveying the museum for free would remove the sale price of approximately \$600,000 from the funds available for improvements to Jordan Park.

Council Member Kennedy was concerned that it appeared that the Housing Authority's plan was driven by funding, rather than need. Brett explained that the goal of the renovation plan proposed by Legal was that it would require compliance with HUD standards for low-income housing and would not allow the Housing Authority to fall short, merely for lack of funding.

Brett explained that the City has the following options in order to move forward: continue working out agreements to facilitate the transfer to the Housing Authority; try to find a different, private buyer and negotiate a similar set of agreements to unwind the current arrangement with Jordan Park Development Partners; or enforce the current set of documents. The current documents state that the City has the right to make repairs and improvements needed and bill the developer. The City could also notify the developer that it is in default, give them 30 days to cure that default, and if they do not, the City can accelerate the mortgage and demand repayment or seek foreclosure and ultimately step into the shoes of the developer by owning and operating Jordan Park.

Council Member Nurse stated that the Housing Committee could meet on November 21 at 9 a.m. to continue discussion of this item.

#### **E. Continued Business**

#### **F. Upcoming Meetings Agendas -Tentative Issues**

1. November 10, 2016

a. Quarterly Financial Report (Fritz)

b. Quarterly Grant Reports (Ojah-Maharaj)

2. December 8, 2016

a. 2017 Health Insurance Renewal (Guella)

#### **G. New Business Item Referrals**

#### **H. Adjournment**

There being no further business, the meeting was adjourned at 9:32 a.m.

BFT Committee  
October 27, 2016



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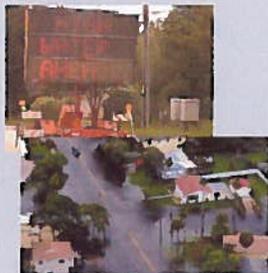
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Countywide Vulnerability Assessment

\$300k RESTORE Act grant to assess the vulnerability of our critical infrastructure to sea level rise & storm surge, and resulting flooding

Project Partners: Tampa Bay Regional Planning Council, Forward Pinellas, and Pinellas Municipalities



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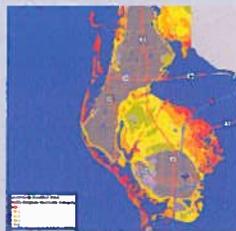
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Vulnerability Assessment  
Project Goals & Outcomes (Draft)

1. Develop countywide, whole system approach to analyzing infrastructure vulnerabilities
2. Incorporate economic analysis
3. Identify "Adaptation Areas"
4. Evaluate vulnerable populations and various communities
5. Collaborate with regional partners to develop mitigation and adaptation solutions



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### “Adaptation Areas”

Section 163.3164(1), Florida Statutes **Adaptation Action Area** or “adaptation area” means a designation in the coastal management element of a local government’s **comprehensive plan** which identifies one or more areas that experience coastal flooding due to **extreme high tides** and **storm surge**, and that are vulnerable to the related impacts of **rising sea levels** for the purpose of **prioritizing funding for infrastructure needs** and **adaptation planning**.

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### Vulnerability Output Examples

Types of outputs generated for various sea level rise, storm surge, and other event scenarios

- Total acres impacted
- Taxable value of property
- Impact on assets
- Miles of road by FDOT category
- Miles of pipe impacted
- Critical facilities impacted
- Critical habitat by category (mangroves, wetlands, etc.)
- Future Land Use categories by acre
- Mitigation strategies for various assets (1 asset funded currently)

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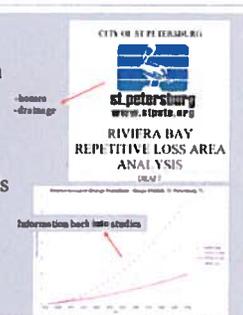
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### Recent & Upcoming Studies

- Northeast Sanitary Sewer Overflow Control Evaluation Study
- Wet Weather Mitigation Overflow Studies
- Repetitive Loss Area Analysis
- Stormwater Master Plan
- Wastewater Master Plan



The diagram shows the City of St. Petersburg logo and the Riviera Bay Repetitive Loss Area Analysis (RLAA) logo. A red arrow points from the RLAA logo to the text 'Information back into studies'. Another red arrow points from the RLAA logo to the text 'homes - drainage'.

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### City Partnership – What questions can city ask

- Specific facilities under varied scenarios
- City economic impacts
- CRA, Innovation District – special area economic impacts
- Identify adaptation areas for priority funding
- Vulnerable populations - impacts
- Plug in tools
- Confirm/revise city system-wide plans (stormwater)
- City data development & refinement
- Support for specific mitigation and adaption strategies

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### Integrated Sustainability Action Plan

#### Umbrella Document for 3 Main Pieces

**1. Energy use baseline – city government & community-wide**

- Resulting GHG emission
- GHG emission reduction strategies
- Roadmap to 100% Clean Energy

**2. STAR Communities**

- Use results to prioritize policies, programs & projects

**3. Resiliency**

- Incorporate vulnerability assessment
- Use STAR and other efforts to ask better questions

Cost Estimates & community Engagement Throughout




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Table of STAR Goals and Objectives

Goal	Objective	Measure	Indicator	Target	Responsible Agency	Timeline
Artistic Value & Light	Climate Resilience	Resilience & Adaptation	Art & Culture	City Engagement	Artistic Living	Green, Safe & Smart
Community Water Systems	Water Resilience	Water Resilience	Community Engagement	City & Partner Policy	Community Health & Social Justice	Artistic Spirit
Corporate & Campus Communities	Greening the Built Supply	Low Carbon	Strategic Opportunity & Challenge	Environmental Justice	Regulatory Processes & Engagement	Future of Urban Resilience
Energy Affordability	Industrial Sector Energy Efficiency	Quality Jobs & Living Wages	Industry Responsibility	Equitable Investment & Access	Food Access & Nutrition	Outdoor Air Quality
Health & Residential	Resilient Schools Buildings	Top grade School Development	Social Capital & Quality	Market Services	Water Air Quality	Water in the Environment
Public Space	Resilient Shared Public Spaces	Workforce Resilience		Energy Resilience & Adaptation	Water & Human Health	Working Land
Resilient Urban Districts	Water Resilience				Soil Conservation	

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ISAP – suggested add

- Task more specific to reviewing (within reason) related studies (LMS, CRS/Repetitive Loss) to outline a city resiliency approach and refine vulnerability assessment questions
- No cost added

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Energy Efficiency Analysis & Retrofits

- Data collection, analysis, and system tracking development
- Qualify potential energy efficiency and GHG emission reduction strategies
- Measure & verify
- Internal coordination & collaboration
- USF Audit Team – Dr. Goswami, USF Clean Energy Research Center
- Implement projects

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Urban Land Institute (ULI) Technical Assistance

- Purpose: Identify economic development strategies that improve the City of St. Petersburg's resiliency.
  - Economic & equity framework
- Mon/Tues, December 5&6
  - 2-day workshop
  - Stakeholder interaction
    - City/county staff
    - Community & business groups
- City Council Workshop – Tuesday afternoon
- Report writing

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## Discussion



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## Back Pocket Slides



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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

- Geothermal
- Solar thermal
- District heating
- Building design for natural ventilation
- Tree planting & care
- Local food production
- Water conservation
- Green roofs
- Infrastructure upgrades: sewers & culverts
- Residential programs: sewer backflow & downspout disconnection
- Health programs: West Nile, Lyme disease, Shade Policy, cooling centers, smog alerts, Air Quality Health Index
- Emergency & business continuity planning
- Help for vulnerable people

**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 – Thanks WRI Consulting

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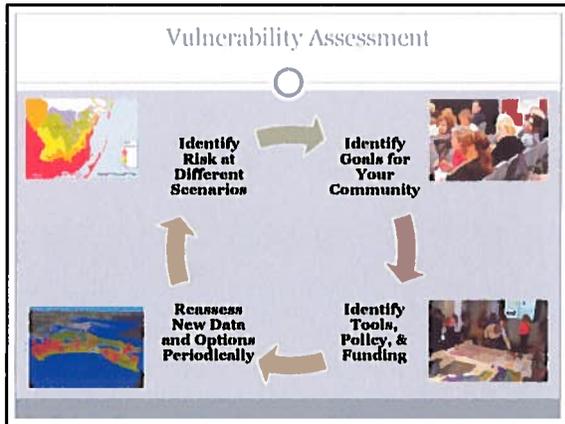
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- ### Recent/Current Efforts
- Downtown Waterfront Master Plan
  - Stormwater Master Plan
  - Maximo Sewer Study
  - Northeast Sanitary Sewer Overflow Control Evaluation Study
  - Wet Weather Mitigation Overflow Studies
  - Water conservation/reclaimed water
  - STAR Communities
  - Projects: low impact development/pervious reviews

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Recent/Current Efforts

- **Tampa Bay Estuary/Restoration**
- **CRS & Local Mitigation & Adaptation Strategies**
  - Pinellas County Local Mitigation Strategy (LMS) reviewed as part of CRS submission
  - Elevation
  - Environmental restoration
  - Conservation easements + More
- **Disaster & Emergency Preparedness**
- **Zoning/Code Reviews**

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Recent/Current Efforts

- **Upcoming Pinellas County Vulnerability Assessment**
  - Critical Infrastructure
  - GIS decision-support
  - Pending Federal Treasury review - anticipated start < 1 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 being out of business
  - Cost of doing nothing
- **USFSP & SPC Programs**

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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."

Source: Recommended Projection of Sea Level Rise in the Tampa Bay Region, August 2015

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City of St. Petersburg  
**Public Services & Infrastructure Committee**  
Meeting of October 27, 2016 – 9:15 a.m.  
City Hall, Room 100

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**Members and Alternates:** Chair Steve Kornell, Vice-Chair Ed Montanari, Councilmembers Charlie Gerdes, Darden Rice, Karl Nurse and Jim Kennedy.

**Others present:** Support Staff : John C. Norris, Stormwater, Pavement and Traffic Operations Director, Nina Mahmoudi, Manager of Creative Services, Gary Cornwell, City Administrator, Jeannine Williams, Chief Assistant City Attorney, Eve Epstein, Wage & Hour Compliance Coordinator, Mark Winn, Assistant City Attorney, Chris Guella, Human resources Director & Pat Beneby, City Clerk

- 1) Call to Order 9:41 A.M.
- 2) Approval of Agenda
  - a) Motion for approval - Motion for approval by CM Kennedy. Unanimously Passed: 4-0.
- 3) Approval of Minutes
  - a) October 13, 2016 – Motion for approval by CM Kennedy. Unanimously Passed: 4-0
- 4) New Business
  - a) An agreement to allow advertisement on bus shelters that are constructed with private sector funds.- Legal – Mark Winn
    - i. Mark Winn opened with an update. He has not received an agreement from PSTA so a negotiation has not been started and no action is required from the committee at this point.
    - ii. Darden Rice commented that when this idea was brought to her as Chair of PSTA it was under a very specific proposals of two or three different bus shelters. Somehow when it came back to council it was altered to a proposal of changing our entire sign ordinance. She stated that PSTA is not interested in having anything to do with starting a confrontation. Initially it sounded like a great project and now it has changed.
    - iii. Winn explained that you cannot pick a single business to have their bus shelters with advertisement for a profit and not offer it to more businesses. He also stated that PSTA has always wanted to defray their cost so now it is up for discussion.

- iv. CM Nurse asked if we could allow signs on shelters that were paid for by private funds. His goals were to get more shelters paid for by private funds.
- v. Winn explained that there are other shelters that have been paid for with private funds. He has not seen their agreement or written response from PSTA.
- vi. Chair Kornell stated his vote is still no and he does not expect that vote to change.
- vii. Mark Winn requested that the agenda and Pending and Continued Referral List be revised changing “Revision to Sign Ordinance to all advertisement on bus shelters that are constructed with private sector funds.” to say “Agreement to allow advertisement on bus shelters that are constructed with private sector funds”.

## 5) New Business

- a) A Recommendation to Strengthen Wage Theft Ordinance Enforceability – Human Resources – Eve Epstein
  - i. Eve Epstein opened with a status update regarding the program.
  - ii. Kyle Lindskog took over the discussion on the draft ordinance. He assisted Eve with drafting the modifications to the ordinance. He reviewed the second to last item on the ordinance and discussed the strike through language that was altered.
  - iii. He explained item number 5, the issue of business tax receipts. He stated that he didn’t feel it is within the city of St. Petersburg’s power to revoke or modify business tax receipts as our current ordinance is set up. Currently it is non regulatory, which means that the issuing of a business license is not for the purpose of controlling the behavior of businesses, it is for someone who owns a business and pays their fee.
  - iv. CM Gerdes asked if we had a business that was committing fraud day after day to people we would not be able to revoke their business tax receipt? Jeannine Williams replied no. Not through the business tax receipt structure, but that there are other means available. CM Gerdes asked if we could publish a list on the city website or another place that shows the names of businesses that have a judgment against them for wage theft.
  - v. CM Rice asked if we were creating a situation where it’s easier to get away with not paying for it in St. Petersburg then it is in other parts of the county. Jeannine Williams replied that the county does not have a business tax scheme so they would not have enforcement authority to go after St. Petersburg businesses who have not paid the tax. We would do that through the municipal ordinance violation structure, because the county doesn’t have a county wide business tax receipt.

- vi. CM Montanari asked if we were driving businesses outside of St. Petersburg in a small way so that they did not have to comply. He stated that they would just get over the city limits and would not have to comply with this ordinance. Jeannine Williams did say that that could be a possibility but they would have to leave the county because the county does currently have a wage theft ordinance as well.
- vii. CM Rice added that the ordinance is written well because it is written to drive people to mediation. There is a difference between a mistake and a crime and it has always been designed to get people to the mediation table to work out any issues. The down side to the City is that when things get worked out in mediation we don't collect any of the treble damages. Eve commented that we never collect treble damages. In a mediation we do not collect administrative fees, but we do collect them if a matter goes to a hearing and the employee prevails.
- viii. CM Montanari asked what businesses this wage theft ordinance applies to. Kyle Lindskog replied that it applies to any and all operating businesses.
- ix. Chair Kornell questioned the retaliation portion of the ordinance and how hard it would be as the manager to prove a termination was justified and not retaliation. Lindskog responded that he would have to provide clear and convincing evidence that the action was taken for other permissible reasons to a hearing officer. Eve also added that if you have proper documentation it isn't hard to prove that it was not retaliation.
- x. CM Montanari wants to know why we're not shifting this to the county and is that in the plan. CM Rice replied that this was written with the idea of merging with the county. She stated that she has met with commissioners and they want to merge with the program. We are making some tweaks as to how we can make it a collection of the judgments and tightening everything up before we merge. CM Montanari asked for a tentative timeline and CM Rice responded maybe a couple of months.
- xi. Jeannine Williams stated that the implementation of the ordinance is up to staff. Eve stated that her recommendation would be to say it would be implemented 90 days from the selection of the outreach group.
- xii. CM Gerdes made a motion to move to approval. 3-1 in favor. CM Montanari opposed.

## 6) Upcoming Meetings

- a) November 10, 2016 – **CANCELED**
- b) December 8, 2016
  - i. TBD

7) Adjournment 10:33 A.M.

**ST. PETERSBURG CITY COUNCIL**  
**Housing Services Committee Report**  
**Council Meeting of November 3, 2016**

**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 October 27, 2016

**New Business:**

**Presentation of the City's new Local Housing Assistance Plan with Pinellas County Housing Finance Authority, Lynn Gilbert, Housing Development Coordinator**

Lynn Gilbert, the Housing Development Coordinator of the Housing and Community Development Department discussed that in FY 2006-2007, FY 2007-2008, and FY 2008-2009 received a total of \$4,144,188 in funding from Pinellas County for the preservation and construction of affordable housing. She discussed that the City had to prepare a three year plan to be able to receive funding, and currently is required to prepare a three year plan to be able to expend funding that is derived from program income that resulted from the use of prior funding. She discussed that the City has \$94,000 in program income that is available to assist with a development, but the City has an approved plan in order to use the funding, and that the City has until the end of November 2016 to submit an approved plan to the Pinellas County Housing Finance Agency (HFA) for approval.

Chair Nurse asked whether Campbell Landings and Urban Lands were affordable units. Mr. Johnson responded that Campbell landings were all senior units below 60% of area median income (AMI). He also replied that Urban Landings/Harbors Edge is a mixed income development which has a few market rate units, with the majority of units below 60% of AMI.

Chair Nurse asked what is the minimum number of units eligible to receive tax credits? Ms. Lampe responded that the minimum number of units is 75.

Councilmember Gerdes asked if there is any meaningful difference between the first three-year plan and this three year plan in how we operate and what is required? Mr. Johnson responded that the City is limited in what it can accomplish in that it no longer receives an allocation of funding from the County. The reason for the County originally allocating funding to the City was to assist with the provision of affordable housing prior to the housing bubble. The City only derives funding in the form of program income from prior funding that was allocated to produce some of the multi-family developments that were depicted in the handouts, prior to the start of today's meeting.

Councilmember Gerdes asked does the City still receive funding from the HFA? Mr. Johnson responded that the HFA utilizes its funding to acquire property for development to be placed in its land trust. Councilmember Gerdes asked does the City have a land trust? Mr. Mike Dove, the City's Neighborhood Affairs Administrator, responded that Bright Communities has a land trust. He also discussed that the City is in conversation with the County to purchase property in St. Petersburg to be placed in the land trust for affordable housing. Mr. Dove responded that the City does not have a land trust.

Councilmember Gerdes asked what does the next three year production of the multi-family affordable housing look like. Mr. Johnson responded that the City recently prepared its five-year Consolidated Plan and indicated in the plan that it should develop approximately 750 multi-family units.

Councilmember Gerdes asked whether staff has an understanding of the influx of people into the City of St. Petersburg and who will need affordable and market rate housing. Mr. Dove discussed that approximately five-months ago staff provided a discussion on the overall demand for affordable housing. We use that information to document the City's need for affordable housing.

**Motion:** A motion was made to move the item to Full Council for approval.

**Jamestown Apartments/Townhomes Renovation Update, Clay Smith, Director, Downtown Enterprise Facilities**

Mr. Smith began his presentation by providing information on the status of the current work that is ongoing at Jamestown and reminded that Don Crawford, Manager of Jamestown will provide a more in-depth overview of the work in progress and that he will return at the end of the presentation and discuss funding that is needed to complete the rehabilitation.

Mr. Crawford discussed that the presence of the police department between Jamestown and the St. Vincent de Paul site has made a significant difference. He thanked Staff of the Housing and Community Development Department for providing the initial funding that started the rehabilitation at Jamestown. He further thanked Mayor Kriseman for securing \$2 million in funding from Pinellas Penny Funds to continue the rehabilitation of the development.

Mr. Crawford began by discussing that in 2012 the first renovation was approved by City Council, which included water saving fixtures, updates and energy efficient appliances, repairs, etc. He further discussed that 16 units of the 55 units that needed to be rehabilitated have received substantial rehabilitation with HOME funding. Mr. Crawford discussed that 31 units remains to be renovated (they were units that were not fully renovated previously). He also discussed that by the end of next week, every air conditioning unit in the development would have been replaced.

Mr. Smith discussed that between now and March 18, 2017, the City needs to decide how it will address the completion of the development. He discussed that there is a \$1.8 million shortfall and that he sees several ways in which funding might be derived. It may be a bond issuance which would obligate the general fund for \$168,000 annually. Another option would be the possibility of using additional grant funding, the downside of which would result in more restrictive units at the development. The final alternative would be to apply for Penny for Pinellas funding, the downside of this option would be that funding is not available until 2019.

Chair Nurse asked if the Housing Department can bridge the gap until additional funding is available. Mr. Johnson responded that the Housing Department does not have large sums of funding available as the funding on hand is only able to assist multi-family developments with the \$120,000 contribution from the City that enables them to secure tax credit funding for the development.

Councilmember Gerdes said that he is taken aback at the cost per unit. The City has received bids from builders to build a house from the ground up for \$120,000. Could staff of Jamestown help him to understand the cost. Mr. Raul Quintana, City Architect responded that in 2015 units averaged \$90,000. The units currently underway are averaging \$79,000, which is inclusive of inspections. He believes that Mr. Smith used the \$95,000 figure to arrive at the \$1.8 million figure needed to complete the renovations.

Chair Nurse discussed that it appears the City's best interest is to issue a bond to complete the project. He also asked staff to talk to the contractors about different ways of assembling packages (renovating between 4-12 units).

**Action:** No action taken.

### **Discussion of Permitting Fees, Chair Nurse**

Chair Nurse began the discussion by disclosing that the Building Official, Mr. Rick Dunn was schedule to discuss permitting but had to remain on the job to conduct business. Mr. Dunn provided a spreadsheet that reflected a Proposed Permit Fee Revision.

Chair Nurse discussed the spreadsheet that show permitting fees being reduced overall by 26% and the amendment that is not on the spreadsheet is for new construction to use a flat fee for square footage of less than 1400 square feet for \$250. This lowers the cost of producing affordable housing by \$700, which aids non-profits like Habitat for Humanity, and other non-profits to construct new units.

**Motion:** A motion was moved to move the proposed strategy to Full Council for approval.

### **Discussion of reducing "design" requirements in the South St. Petersburg Community Redevelopment Area**

Chair Nurse began the discussion by saying that when the last area of a neighborhood gets rezoned you move from (Traditional Neighborhoods to Neighborhood Suburban). Neighborhood Traditional areas has a series of design criteria that Neighborhood Suburban do not have. This conversation began with Habitat. He wants to let people to know the discussion is going on instead of coming up with a design of the Land Development Regulations that Ms. Abernethy has been working on. Should we look in the CRA area at cutting back some of the design criteria.

Chair Nurse discussed that over 900 homes were built in the City during the last 10 years at an average size of 2900 square feet and \$450,000. The City has to find a way to open up those markets. The average home the City built with NSP cost between \$130-\$135 thousand dollars.

Ms. Abernethy discussed that staff has been conducting an analysis of the land development codes and will bring them forward on January 19, 2017. They will help to balance design requirements to reduce costs looking at how to balance the code while not allowing an affordable home to be easily identified from the other homes being built.

Chair Nurse discussed that the face of the home should require ample design, but that the rear of the home may not need to be as restrictive. Councilmember Gerdes discussed that it was helpful in discussing the Monticello Neighborhood recently. He discussed implicit bias and how when he discuss ways in doing things differently in the CRA community, what it seems to be met with is "you are gentrifying my neighborhood and you are reducing the requirements". He believes that the best thing to do is to obtain the community's input and opinion for any recommended changes.

Chair Nurse discussed that the goal is for the market to build homes on the 1000 vacant lots in the area.

Ms. Abernethy discussed that her staff is analyzing all of the homes that have been built and will discuss their findings at a later date.

**Motion:** No action taken.

Chair Nurse discussed the Vacant and Boarded spreadsheet and how the City has made quite a dramatic progress on reducing the amount of properties on the list. He thanked Mr. Dove and his staff for the work that they are doing.

**Next meeting:** The next meeting to be held on November 21, 2016 beginning at 10:30 a.m.

**Topics:**

Affordable Housing Projects

Committee Members

Karl Nurse, Chair

Darden Rice, Vice-Chair

Charlie Gerdes, Council Chair

Lisa Wheeler-Bowman, Council Member

Ed Montanari, Council Member

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of November 3, 2016

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

**SUBJECT:** Approving an amendment to the contract between the City of St. Petersburg, Florida and Hubbard Construction Company to extend the term and increase the contract price in an amount not to exceed \$4,085,000 for a total contract price not to exceed \$8,225,000; authorizing the mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

**EXPLANATION:** On December 3, 2015 City Council approved a contract with Hubbard Construction Company in the amount of \$4,140,000 for the City Wide Street Milling and Resurfacing FY16 Project. The work consisted of furnishing all labor, material and equipment necessary to perform street milling, street and alley resurfacing, city facility parking lot resurfacing, and all related operations at various locations throughout the City. Streets were resurfaced with asphaltic concrete, in accordance with City specifications. City manhole rings were adjusted and traffic signal detector loops were restored. All work was completed satisfactorily in September 2016.

The bid documents allow Administration, pursuant to City Council Award, to extend the contract for a one hundred eight (180) day renewal, beyond the current initial term, with contract unit prices subject to renegotiation based upon negotiation based upon the Bituminous Material Payment Adjustment Index published monthly by FDOT. This negotiation resulted in a \$1.00/ton decrease in the unit price for all asphalt to be placed (approximately 37,000 tons).

The original contract amount was \$4,140,000. This extension will increase the contract amount to \$8,225,000 and extend the contract time an additional one hundred and eighty (180) days.

The contract renewal will benefit the City by reducing project expenses for bidding the work. Price comparisons with Pinellas County, Hillsborough County, Manatee County, City of Tampa and City of Clearwater, revealed neither a lower price for work of an equal or better quality nor a willingness to travel to St. Petersburg without sufficient cost increases to negate any cost differences. Additionally, renewing the contract allows the resurfacing work to be started more quickly. Furthermore, Hubbard Construction Company has demonstrated the ability to work in accordance with the contract terms and conditions. Hubbard Construction Company is located in Winter Park, Florida. The principals of the firm are Alan Cahill, President and P. Frederick O'Dea, Jr., Vice President.

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute a one hundred and eighty (180) day contract extension with Hubbard Construction Company and an increase to the contract in the amount of \$4,085,000.

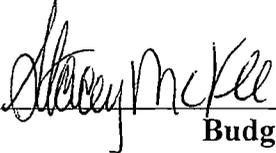
**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Neighborhood and Citywide Infrastructure Improvement Fund (3027) Street and Road Improvement FY17 Project (15624), Recreation & Culture Capital Improvement Fund (3029) Parking Lot Imps FY17 Project (15659), and Weeki Wachee Capital Projects Fund (3041) Mangrove Bay Renovation WW Project (15764).

**ATTACHMENT:** Resolution

**APPROVALS:**



Administrative



Budget

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HUBBARD CONSTRUCTION COMPANY TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE IN AN AMOUNT NOT TO EXCEED \$4,085,000 FOR A TOTAL CONTRACT PRICE NOT TO EXCEED \$8,225,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 17, 2016, the City of St. Petersburg, Florida ("City") and Hubbard Construction Company ("Hubbard") executed a contract for Citywide Street Milling and Resurfacing FY 16 with an option to extend beyond the initial term; and

WHEREAS, pursuant to the contract, Hubbard furnished labor, materials and equipment necessary to perform street milling, street and alley resurfacing, city facility parking lot resurfacing at various locations throughout the City in accordance with the notice to proceed issued by the City during the initial term; and

WHEREAS, Hubbard has agreed to extend the contract with a negotiated decrease in the unit price; and

WHEREAS, if approved by City Council, the City and Hubbard will execute an amendment to contract and following execution of such amendment, the City will issue Hubbard a notice to proceed to perform work in an amount not to exceed \$4,085,000 for a total contract price not to exceed \$8,225,000; and

WHEREAS, Administration recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an amendment to the contract between the City of St. Petersburg, Florida and Hubbard Construction Company to extend the term and increase the contract price in an amount not to exceed \$4,085,000 for a total contract price not to exceed \$8,225,000 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

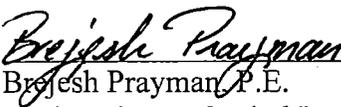
This resolution shall become effective immediately upon its adoption.

Approved by:

  
\_\_\_\_\_  
Legal Department

By: (City Attorney or Designee)

Approved by:

  
\_\_\_\_\_  
Brijesh Prayman, P.E.  
Engineering & Capital Improvements  
Interim Director

**SAINT PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of November 3, 2016**

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

**Subject:** Awarding a three-year blanket purchase agreement to Windstream Communications, Inc. for telecommunication services for the Technology Services Department for a total contract amount of \$210,000.

**Explanation:** This purchase is being made from Seminole County School Board Bid No. 14150057B-RS.

The vendor will provide voice and data services via T-1 circuits that will connect the Enoch Davis Center and the Main Library to the City's telecommunications network, as well as voice-over-internet-protocol (VoIP) services for those two locations. The vendor will also provide ISDN/PRI services for the City's internal telephone system (PBX). This service provides high-volume incoming call access to the City's telecommunications network for City Hall and the Police and Water Resources departments. These circuits also provide the connectivity for all phone and fax services from the City into the Public Switched Telephone Network (PSTN).

The Procurement Department recommends for award utilizing Seminole County School Board Bid No. 14150057B-RS:

Windstream Communications, Inc. .... \$210,000  
3 years @ \$70,000

The vendor has met the specifications, terms and conditions of Bid No. 14150057B-RS dated January 21, 2015. This purchase is made in accordance with Section 256(2) of the Procurement Code which authorizes the Mayor or his designee to utilize competitively bid contracts of other governmental entities.

**Cost/Funding/Assessment Information:** Funds are available in the Technology Services Fund (5011-850).

**Attachments:** Resolution

**Approvals:**

  
**Administrative**

  
**Budget**

A RESOLUTION APPROVING THE AWARD OF A THREE-YEAR AGREEMENT (BLANKET AGREEMENT) FOR TELECOMMUNICATION SERVICES FOR THE DEPARTMENT OF TECHNOLOGY SERVICES FROM WINDSTREAM COMMUNICATIONS, LLC. AT AN ESTIMATED ANNUAL COST NOT TO EXCEED \$70,000 FOR A THREE-YEAR CONTRACT AMOUNT NOT TO EXCEED \$210,000 UTILIZING SEMINOLE COUNTY SCHOOL BOARD BID NO. 14150057B-RS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase telecommunication services that will enhance the City's voice and data technology network from Windstream Communications, LLC; and

WHEREAS, pursuant to Section 256(2) of the City Code, the Mayor or the Mayor's designee is authorized to utilize competitively bid contracts of other government entities; and

WHEREAS, Windstream Communications, LLC has met the terms and conditions of Seminole County School Board Bid No. 14150057B-RS; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a three-year agreement (Blanket Agreement) for the purchase of telecommunication services from Windstream Communications, LLC at an estimated annual cost not to exceed \$70,000 for a three-year contract amount not to exceed \$210,000 is hereby approved; authorizing the Mayor or Mayor's designee 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)

**SAINT PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of November 3, 2016**

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

**Subject:** Awarding a contract to Hodge Management LLC in the amount of \$87,698 for the renovation of the Master Fire Station dormitory (Oracle Project Nos. 15060 & 15669).

**Explanation:** The Procurement Department received four bids for dormitory renovation. The work consists of furnishing all labor, materials, tools, equipment and services necessary to fully renovate the rescue dormitory, restroom and office area, located on the first floor of the downtown Master Fire Station. The work includes demolition and removal of interior casework and toilet partitions, interior dormitory area partitions and lay-in acoustical ceiling, resilient tile flooring and ceramic tile flooring. The contractor will install new resilient laminate flooring, toilet partitions, epoxy resin flooring, lay-in acoustical ceiling, and casework, including a new storage cabinet in the engine bay area. In addition, the contractor will construct new interior dormitory area partitions including new doors and frames. They will also clean the wall and wall base tile grout and paint all new and existing wall surfaces.

The Master Fire Station is located at 455 8<sup>th</sup> St. South and was constructed in 1985. The station houses 15 firefighters and eight vehicles, to include two advanced life support (ALS) rescue units each with a crew of two. The four rescue personnel utilize a space on the first floor referred to as the "rescue dormitory" This space includes sleeping quarters and lockers to utilize while on duty. The space also includes a data entry office and supply and equipment storage space as well as a full restroom facility. The crews are on duty for 24 hours and occupy the dormitory at various times throughout the shift when not on an assignment or rescue call.

The contractor will begin work approximately ten calendar days from written Notice to Proceed and is scheduled to complete the work within 90 consecutive calendar days thereafter.

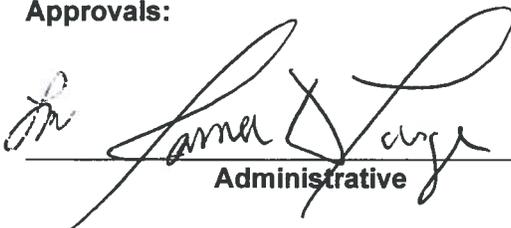
<u>Bidder</u>	<u>Total</u>
Hodge Management LLC (Seminole, FL)	\$87,698.00
Zeal Development, LLC (Clearwater, FL)	97,978.00
R. Krueger Construction, Inc. (Oldsmar, FL)	106,000.00
Bayside Building Services, Inc. (Clearwater, FL)	111,098.10

Hodge Management LLC, the lowest responsible bidder, has met the terms and conditions of IFB No.6139; Renovation of Master Fire Station Dormitory. They have satisfactorily completed similar work for the City. The principals are Jessica Hodge, Manager/President and Donald Reynolds, Manager/Vice President. This project was sheltered for certified SBE's.

**Cost/Funding/Assessment Information:** Funding is available in the City Facilities Capital Improvement Fund (3031), Fire Major Improvements FY 16 Project (15060) and Fire Major Improvements FY17 Project (15669).

**Attachments:** Resolution

**Approvals:**

  
\_\_\_\_\_  
Administrative

  
\_\_\_\_\_  
Budget

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO HODGE MANAGEMENT, LLC IN AN AMOUNT NOT TO EXCEED \$87,698 FOR THE RENOVATION OF THE MASTER FIRE STATION DORMITORY; 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 renovation of the Master Fire Station dormitory pursuant to IFB No. 6139, dated August 17, 2016; and

WHEREAS, Hodge Management, LLC has met the specifications, terms and conditions of IFB No. 6139; 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 Hodge Management, LLC in an amount not to exceed \$87,698 for the renovation of the Master Fire Station Dormitory 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:

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City Attorney (Designee)

**SAINT PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of November 3, 2016**

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

**Subject:** Renewing a blanket purchase agreement with Emergency Communications Network LLC, for an emergency notification system and related support services for the Police Department in an annual amount of \$24,900 for a total contract amount not to exceed \$75,900.

**Explanation:** On September 12, 2013, the City awarded a three-year agreement with two one-year renewal options for an emergency notification system and related support services. At the time of the original award, City Council approval was not required for agreements under \$100,000. Therefore approval is requested for this first renewal option.

On December 22, 2014, FirstCall Network, Inc. sold its business to Emergency Communications Network, LLC (ENC). The City then entered into a three party agreement with ENC and FirstCall in which ENC agreed to assume all the duties and responsibilities of FirstCall related to the agreement.

The vendor provides emergency notification and related support services for emergency responder coordination and public notification. The system has the ability to deliver both pre-recorded messages and messages on the fly telephonically to a City created call list or by pulling phone numbers from a central database. The vendor provides all maintenance and support, system upgrades and 24/7/365 support throughout the City.

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

Emergency Communications Network LLC ..... \$75,900

Initial Agreement	\$51,000
Renewal	<u>24,900</u>
Total Agreement	\$75,900

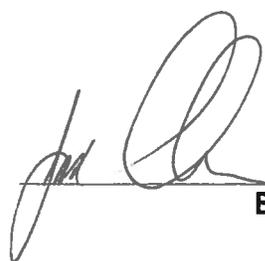
The vendor has agreed to hold prices firm under Pinellas County Contract No. 112-0264, dated July 30, 2013. Administration recommends renewal of this agreement based upon the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through September 30, 2017.

**Cost/Funding/Assessment Information:** Funds have been appropriated in the General Fund (0001), Police Department (140-1381).

**Attachments:** Resolution

**Approvals:**

  
\_\_\_\_\_ **Administrative**

  
\_\_\_\_\_ **Budget**

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION OF THE AGREEMENT WITH EMERGENCY COMMUNICATIONS NETWORK, LLC FOR AN EMERGENCY NOTIFICATION SYSTEM AND RELATED SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED \$24,900 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$75,900; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 12, 2013, the City of St. Petersburg, Florida ("City") entered into a three-year agreement with two one-year renewal options with FirstCall Network, Inc. ("FirstCall") for an emergency notification system and related support services at an annual amount of \$17,000 ("Agreement"); and

WHEREAS, after FirstCall sold its business to Emergency Communications Network, LLC ("ECN"), the City entered into a three-party agreement with ECN and FirstCall in which ECN agreed to assume all duties, obligations, liabilities, and responsibilities of FirstCall related to the Agreement; and

WHEREAS, the City desires to exercise its first annual renewal option of the Agreement; and

WHEREAS, ECN will provide the City with all of the services it has been providing under the Agreement as well as an additional data integration service at an annual amount not to exceed \$24,900 for the first annual renewal term; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the St. Petersburg Police Department, recommends approval of this renewal.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first one-year renewal option of the agreement with Emergency Communications Network, LLC for an emergency notification system and related support services in an amount not to exceed \$24,900 for a total contract amount not to exceed \$75,900 is hereby approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall take effect immediately upon its adoption.

Approvals:

  
\_\_\_\_\_  
Legal  
00289914

  
\_\_\_\_\_  
Administration

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of November 3, 2016**

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

**SUBJECT:** A resolution authorizing the Mayor, or his Designee, to execute a First Amendment to the Lease Agreement with West Florida Helicopters, Inc., a Florida corporation, to reduce its premises in Hangar No. 1 located at 107 – 8<sup>th</sup> Avenue S.E., St. Petersburg, within Albert Whitted Airport; and to execute all documents necessary to effectuate same; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

**EXPLANATION:** On July 12, 2012, City Council approved Resolution No. 2012-314 authorizing the execution of a five (5) year Lease Agreement ("Lease") with West Florida Helicopters, Inc., ("West Florida") for the use of ±4,350 square feet of space in Hangar No. 1 ("Premises-A") and ±7,000 square feet of space in Hangar No. 4 ("Premises-B") (collectively, "Premises"), for maintaining and storing company/client-owned aircraft, conducting flight training, sight-seeing tours, charter flights, aircraft sales, and performing aerial photography services at Albert Whitted Airport ("Airport") located at 107 Eighth Avenue Southeast, St. Petersburg.

On August 19, 2016, the Real Estate & Property Management Department ("Real Estate") received through the City's Airport Manager, notice from Randy York, President, West Florida ("Tenant"), that the space previously approved for the Tenant's use in Premises-A is no longer needed for the Tenant's business operations. Accordingly, the Tenant has asked the City for a reduction of Premises-A and corresponding adjustment to rent for use of the Premises. The Airport Manager has agreed to reduce Premises-A to ±783 square feet of storage space for the Tenant's use.

The Tenant has executed a First Amendment to Lease Agreement which amends Premises-A from ±4,350 square feet to ±783 square feet, subject to City Council approval with all of the terms and conditions contained in the Lease remaining full force and effect. Effective December 1, 2016, the Tenant will commence paying the City rent in the adjusted amount of \$39,864.00 annually (\$3,322.00 monthly), plus any applicable taxes, for use of the Premises.

The Lease is in compliance with Section 1.02(c)(4)A.1, of the City Charter, which permits the leasing of property at the Airport for a term not to exceed twenty-five (25) years with an affirmative vote of at least six (6) members of City Council. This property is zoned IT (Industrial Traditional).

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a First Amendment to the Lease Agreement with West Florida Helicopters, Inc., a Florida corporation, to reduce its premises in Hangar No. 1 located at 107 – 8<sup>th</sup> Avenue S.E., St. Petersburg, within Albert Whitted Airport; and to execute all documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Illustrations and Resolution

**APPROVALS:** Administration: Joseph J. Zucchi <sup>cdh</sup> <sub>BB</sub>

Budget: N/A

Legal: [Signature]

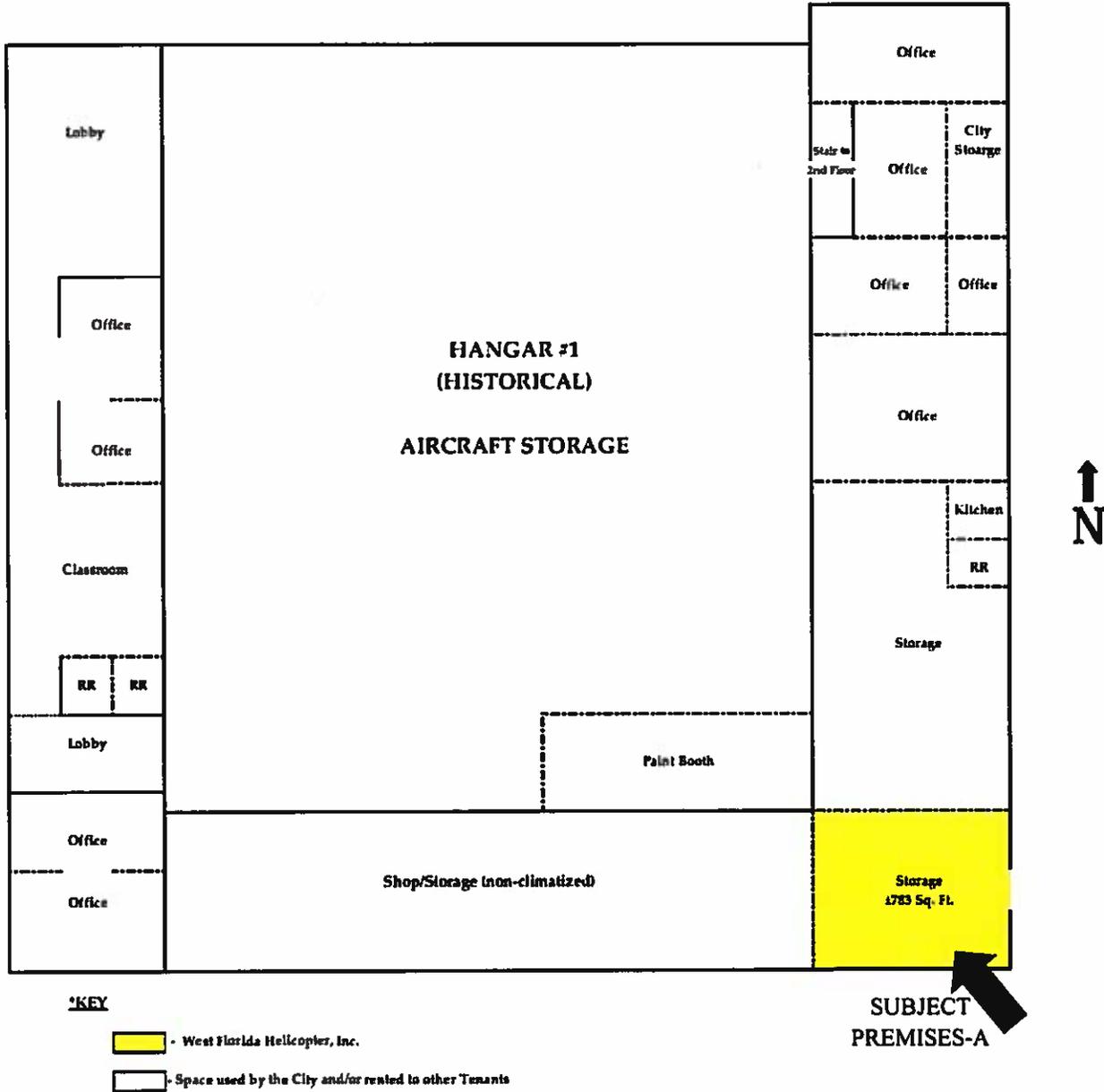
(As to consistency w/attached legal documents)

Legal: 00292617.doc V. 1

**ILLUSTRATION**  
**Hangar No. 1**  
*(Premises-A Location)*



**ILLUSTRATION**  
**Hangar No. 1**  
*(Premises-A)*



A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH WEST FLORIDA HELICOPTERS, INC., A FLORIDA CORPORATION, TO REDUCE ITS PREMISES IN HANGAR NO. 1 LOCATED AT 107 – 8<sup>TH</sup> AVENUE S.E., ST. PETERSBURG, WITHIN ALBERT WHITTED AIRPORT; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 12, 2012, City Council approved Resolution No. 2012-314 authorizing the execution of a five (5) year Lease Agreement ("Lease") with West Florida Helicopters, Inc., ("West Florida") for the use of ±4,350 square feet of space in Hangar No. 1 ("Premises-A") and ±7,000 square feet of space in Hangar No. 4 ("Premises-B") (collectively, "Premises"), for maintaining and storing company/client-owned aircraft, conducting flight training, sight-seeing tours, charter flights, aircraft sales, and performing aerial photography services at Albert Whitted Airport ("Airport") located at 107 Eighth Avenue Southeast, St. Petersburg; and

WHEREAS, on August 19, 2016, the Real Estate & Property Management Department ("Real Estate") received through the City's Airport Manager, notice from Randy York, President, West Florida ("Tenant"), that the space previously approved for the Tenant's use in Premises-A is no longer needed for the Tenant's business operations; and

WHEREAS, accordingly, the Tenant has asked the City for a reduction of Premises-A and corresponding adjustment to rent for use of the Premises; and

WHEREAS, the Airport Manager has agreed to reduce Premises-A to ±783 square feet of storage space for the Tenant's use; and

WHEREAS, the Tenant has executed a First Amendment to Lease Agreement which amends Premises-A from ±4,350 square feet to ±783 square feet, subject to City Council approval with all of the terms and conditions contained in the Lease remaining full force and effect; and

WHEREAS, effective December 1, 2016, the Tenant will commence paying the City adjusted rent in the amount of \$39,864.00 annually (\$3,322.00 monthly), plus any applicable taxes, for use of the Premises; and

WHEREAS, the Lease is in compliance with Section 1.02(c)(4)A.1, of the City Charter, which permits the leasing of property at the Airport for a term not to exceed twenty-five (25) years with an affirmative vote of at least six (6) members of City Council.

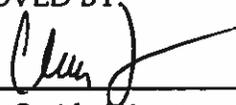
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a First Amendment to the Lease Agreement with West Florida Helicopters, Inc., a Florida corporation, to reduce its premises in Hangar No. 1 located at 107 – 8<sup>th</sup> Avenue S.E., St. Petersburg, within Albert Whitted Airport; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
City Attorney (Designee)  
Legal: 00292617.doc V. 1

APPROVED BY:

  
\_\_\_\_\_  
Clay D. Smith, Director  
Downtown Enterprise Facilities

APPROVED BY:

  
\_\_\_\_\_  
Bruce E. Grimes, Director  
Real Estate & Property Management

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of November 3, 2016**

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

**SUBJECT:** A resolution authorizing the Mayor, or his Designee, to execute a five (5) year Parking Lot License Agreement with Madico, Inc., a Florida corporation ("Licensee"), for the use of City-owned vacant property located at approximately 2615 Fairfield Avenue South, St. Petersburg, as a parking lot for the Licensee's employees and visitors; and to execute all documents necessary to effectuate same; and providing an effective date.

**EXPLANATION:** The City of St. Petersburg ("City") and Solamatrix, Inc., d/b/a Madico Window Films ("Solamatrix") entered into a parking lot license agreement for use of City-owned vacant property located along the northwest corner of 26<sup>th</sup> Street South and Fairfield Avenue South ("Premises") to improve as a parking lot to accommodate approximately twenty (20) parking spaces for employee and visitor use for a term of five (5) years on October 27, 2011 ("2011 Agreement"). The 2011 Agreement provided that Solamatrix improve the Premises as an employee parking lot to accommodate approximately twenty (20) parking spaces for employee and visitor use. In accordance with the 2011 Agreement, Solamatrix submitted an estimated cost of \$13,450 to improve the Premises as a parking lot. The 2011 Agreement provided that Solamatrix pay a fee of \$300 per month, which would be increased annually over the term by three percent (3%), being offset by a credit of the estimated cost ("Offset") which would be applied monthly until the balance had been exhausted. Once the Offset was exhausted, Solamatrix commenced payment of the fee in June 2015.

Real Estate and Property Management received a request from Madico, Inc., a Florida corporation, successor by merger to Solamatrix, Inc. ("Licensee") to renew the license agreement with the City for another five (5) year term to continue use of the Premises as a parking lot for the Licensee's employees and visitors. The Licensee's growing business operations are within the Dome Industrial Park and located at 2630 Fairfield Avenue South which is situated to the south of the Premises. The Planning & Economic Development department supports the Licensee's request to renew the agreement for an additional five (5) year term.

The Licensee has executed a Parking Lot License Agreement ("Agreement") for a term of five (5) years ("Term"), subject to City Council approval. The Term may be renewed for an additional five (5) year period at the end of the Term. The Licensee will continue to solely operate and maintain the Premises as an employee parking lot for the exclusive use of employees and visitors of the Licensee and for no other purpose. The fee will be \$347.78 per month ("License Fee"), plus applicable sales tax. The License Fee will be increased annually by three percent (3%) on the anniversary of the Commencement Date of the Term. The Agreement reserves the right for the City to unilaterally terminate the Agreement with not less than ninety (90) days notice.

Additionally, the Licensee shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims that may arise or be claimed on account of the Licensee's use of the Premises. The Licensee shall maintain the Premises at its own cost and expense, and deliver up the Premises in good condition, clean and clear of trash and other debris at the expiration of this Agreement. The subject property is zoned Industrial Traditional (IT).

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a five (5) year Parking Lot License Agreement with Madico, Inc., a Florida corporation ("Licensee"), for the use of City-owned vacant property located at approximately 2615 Fairfield Avenue South, St. Petersburg, as a parking lot for the Licensee's employees and visitors; and to execute all documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Illustration and Resolution

**APPROVALS:** Administration:

A handwritten signature in blue ink, appearing to read "Alan P. ...", is written over a horizontal line.

Budget:

\_\_\_\_\_ N/A \_\_\_\_\_

Legal:

\_\_\_\_\_ *AS* \_\_\_\_\_

(As to consistency w/attached legal documents)

Legal: 00292971.doc V. 1



A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIVE (5) YEAR PARKING LOT LICENSE AGREEMENT WITH MADICO, INC., A FLORIDA CORPORATION ("LICENSEE"), FOR THE USE OF CITY-OWNED VACANT PROPERTY LOCATED AT APPROXIMATELY 2615 FAIRFIELD AVENUE SOUTH, ST. PETERSBURG, AS A PARKING LOT FOR THE LICENSEE'S EMPLOYEES AND VISITORS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") and Solamatrix, Inc., d/b/a Madico Window Films ("Solamatrix") entered into a parking lot license agreement for use of City-owned vacant property located along the northwest corner of 26<sup>th</sup> Street South and Fairfield Avenue South ("Premises") to improve as a parking lot to accommodate approximately twenty (20) parking spaces for employee and visitor use for a term of five (5) years on October 27, 2011 ("2011 Agreement"); and

WHEREAS, in accordance with the 2011 Agreement, Solamatrix submitted an estimated cost of \$13,450 to improve the Premises as a parking lot; and

WHEREAS, the 2011 Agreement provided that Solamatrix pay a fee of \$300 per month, which would be increased annually over the term by three percent (3%), being offset by a credit of the estimated cost ("Offset") which would be applied monthly until the balance had been exhausted; and

WHEREAS, once the Offset was exhausted, Solamatrix commenced payment of the fee in June 2015; and

WHEREAS, Real Estate and Property Management received a request from Madico, Inc., a Florida corporation, successor by merger to Solamatrix, Inc. ("Licensee"), to renew the License Agreement with the City for another five (5) year term to continue use of the Premises as a parking lot for the Licensee's employees and visitors; and

WHEREAS, the Licensee's growing business operations are within the Dome Industrial Park and located at 2630 Fairfield Avenue South which is situated to the south of the Premises; and

WHEREAS, the Planning & Economic Development department supports the Licensee's request to renew the agreement for an additional five (5) year term; and

WHEREAS, the Licensee has executed a Parking Lot License Agreement ("Agreement") for a term of five (5) years ("Term"), subject to City Council approval, which may be renewed for an additional five (5) year period at the end of the Term; and

WHEREAS, the Licensee will continue to solely operate and maintain the Premises as an employee parking lot for the exclusive use of employees and visitors of the Licensee and for no other purpose; and

WHEREAS, the fee will be \$347.78 per month ("License Fee"), plus applicable sales tax; and

WHEREAS, the License Fee will be increased annually by three percent (3%) on the anniversary of the Commencement Date of the Term; and

WHEREAS, the Agreement provides that the Licensee shall be responsible for all applicable costs (including installation, deposits, and usage) for utilities associated with the Licensee's use of the Premises; and

WHEREAS, the Agreement reserves the right for the City to unilaterally terminate the Agreement with not less than ninety (90) days notice; and

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

WHEREAS, the Licensee shall maintain the Premises at its own cost and expense, and deliver up the Premises in good condition, clean and clear of trash and other debris at the expiration of the License; and

WHEREAS, the subject property is zoned Industrial Traditional (IT).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a five (5) year Parking Lot License Agreement with Madico, Inc., a Florida corporation ("Licensee"), for the use of City-owned vacant property located at approximately 2615 Fairfield Avenue South, St. Petersburg, as a parking lot for the Licensee's employees and visitors; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
City Attorney (Designee)  
Legal: 00292971.doc V. 1

APPROVED BY:

  
\_\_\_\_\_  
David S. Goodwin, Director  
Planning and Economic Development

APPROVED BY:

  
\_\_\_\_\_  
Bruce E. Grimes, Director  
Real Estate & Property Management

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of November 3, 2016**

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

**SUBJECT:** A resolution rescinding unencumbered appropriations in the amount of \$45,500 from the FY16 Infrastructure To Be Determined Project (15118) and \$70,455 from the FY15 Infrastructure To Be Determined Project (14667) from the Capital Facilities Improvement Fund (3031); approving a supplemental appropriation in the amount of \$115,955 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031) to The Greenhouse Buildout Project number (15866); and providing an effective date (Engineering & CID No. 17226-019).

**EXPLANATION:** The former City Hall Annex building, where The Greenhouse is located, was constructed in the early 1900's as the Tomlinson Industrial School and is designated as a local and national historic building. For some years this area was used as storage and then housed other city departments, including Housing. In 2003, the City Hall Annex was completely renovated with the first floor becoming a large training room and reception area with the second floor being designed as open work space with a single enclosed office and a small conference room. The Business Assistance Center functioned out of this space. In 2013, the City of St. Petersburg and St. Petersburg Area Chamber of Commerce entered into a formal partnership agreement which formed The Greenhouse concept creating an entrepreneurship and small business assistance center. The Greenhouse functions out of the entire footprint of the City Hall Annex building.

While The Greenhouse has flourished, it has become evident that the space configuration does not meet the needs of the program. This project would allow The Greenhouse staff to expand technical assistance, confidential counseling, provide appropriate work space configuration and reduce sound transmission. With these improvements, The Greenhouse will be able to meet the growing needs both now and into the future by creating a more functional space for employees and partners.

The scope of the project consists of interior modifications to the second floor of The Greenhouse to create a training room that accommodates up to sixteen (16) participants, provide ancillary private meeting room, provide two private offices for staff, include a visitors work area, reception/control area and purchase systems furniture to accommodate six staff positions in an open plan environment. The modifications will require selective demolition and removal of existing partitions, doors and frames, electrical outlets, pendant lights, air conditioning diffusers and other elements to allow for construction of new partitions, new interior storefront doors and windows, new electrical devices, lights and minor modifications to the HVAC distribution system.

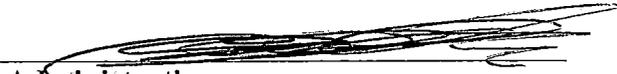
In order to commence the design services, the project was allocated the unencumbered balance of the FY15 Infrastructure To Be Determined Project (14667) or \$70,455. The amount of the transfer recommended from FY16 Infrastructure TBD is \$45,500 which will bring the total cost of the project to \$115,955. In order to have funding to continue the project as well as capture all of the funding previously allocated for this project (including costs which have been expended) into a single project, Administration recommends approval of a supplemental appropriation in the amount of \$115,955 and the creation of a new project entitled The Greenhouse Buildout Project.

**RECOMMENDATION:** Administration recommends rescinding unencumbered appropriations in the amount of \$45,500 from the FY16 Infrastructure To Be Determined Project (15118) and \$70,455 from the FY15 Infrastructure To Be Determined Project (14667) from the Capital Facilities Improvement Fund (3031); approving a supplemental appropriation in the amount of \$115,955 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031) to The Greenhouse Buildout Project number (15866); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Resources for this project will be available after rescinding unencumbered appropriations in the amount of \$45,500 from the FY16 Infrastructure To Be Determined Project (15118) and \$70,455 from the FY15 Infrastructure To Be Determined Project (14667) from the Capital Facilities Improvement Fund (3031); and the approval of a supplemental appropriation in the amount of \$115,955 from the unappropriated fund balance of the City Facilities Capital Improvement Fund (3031) resulting from these rescissions to The Greenhouse Buildout Project number (15866).

**Attachments:** Resolution

**Approvals:**

  
Administrative

  
Budget

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION RESCINDING UNENCUMBERED APPROPRIATIONS IN THE AMOUNT OF \$45,500 FROM THE FY16 INFRASTRUCTURE TO BE DETERMINED PROJECT (15118) AND \$70,455 FROM THE FY15 INFRASTRUCTURE TO BE DETERMINED PROJECT (14667) FROM THE CAPITAL FACILITIES IMPROVEMENT FUND (3031); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$115,955 FROM THE UNAPPROPRIATED FUND BALANCE OF THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031) RESULTING FROM THE ABOVE RESCISSIONS TO THE GREENHOUSE BUILDOUT PROJECT (15866); AND PROVIDING AN EFFECTIVE DATE (ENGINEERING & CID NO. 17226-019).

WHEREAS, in 2003, the City Hall Annex was completely renovated with the first floor becoming a large training room and reception area with the second floor being designed as open work space with a single enclosed office and a small conference room; and

WHEREAS, in 2013, the City of St. Petersburg, Florida and St. Petersburg Area Chamber of Commerce entered into an agreement which formed The Greenhouse, a concept creating an entrepreneurship and small business assistance center; and

WHEREAS, The Greenhouse functions out of the entire footprint of the City Hall Annex building; and

WHEREAS, while The Greenhouse has flourished, it has become evident that the space configuration does not meet the needs of the program; and

WHEREAS, the Greenhouse Buildout project will create a more functional space for employees and patrons to include more space for technical assistance, confidential counseling, better work space configuration and improvements to reduce sound transmission; and

WHEREAS, in order to have funding to continue the Greenhouse Buildout project as well as capture all of the funding previously allocated for this project (including cost which have been expended) into a single project, Administration requests that City Council rescind unencumbered appropriations in the amount of \$45,500 from the FY16 infrastructure to be determined project (15118) and \$70,455 from the FY15 infrastructure to be determined project (14667) from the Capital Facilities Improvement Fund (3031) and approve a supplemental appropriation in the amount of \$115,955 from the unappropriated fund balance of the City Facilities capital Improvement Fund (3031) resulting from the above rescissions to the Greenhouse Buildout Project (15866).

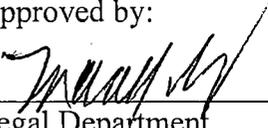
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the rescission of unencumbered appropriations in the \$45,500 from the FY 16 Infrastructure to be determined Project (15118) and \$70,455 from the FY 15 Infrastructure to be determined Project (14667) from the City Facilities Capital Improvement Fund (3031) is hereby approved.

BE IT FURTHER RESOLVED that the following supplemental appropriation in the amount of \$115,955 from the increase in the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from these rescissions, to the Greenhouse Buildout Project (15866):

<u>City Facilities Capital Improvement Fund (3031)</u>	
Greenhouse Buildout Project (15866)	\$115,955

This resolution shall become effective immediately upon its adoption.

Approved by:

  
\_\_\_\_\_  
Legal Department  
By: (City Attorney or Designee)

Approved by:

  
\_\_\_\_\_  
Brejesh Prayman, P.E.  
Engineering & Capital Improvements  
Interim Director

  
\_\_\_\_\_  
Tom Greene  
Budget Director  
V2 Nov 3 City Council

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of November 3, 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. 12-6-SC/T, as revised, to the Architect/Engineering Agreement dated July 9, 2014 between the City of St. Petersburg and Sprinkle Consulting, Inc., in an amount not to exceed \$19,000.00, for design services for the 1st Street South - Roadway Reconfiguration Project for a total Task Order amount not to exceed \$58,281.84. (Engineering Project No. 16064-112; Oracle No. 13283 & 15089)

**EXPLANATION:** On May 5, 2016, City Council approved a Master Agreement with the professional consulting engineering firm of Sprinkle Consulting, Inc. for Miscellaneous Professional Services for Traffic Calming, Bike/Pedestrian and Development of Regional Impact Projects. The term of the agreement is in accordance with Section 2.0 - Term of Agreement.

The 1st Street South – Roadway Reconfiguration project provided for updating pavement markings and signage during the milling and resurfacing process to accommodate the complete street design criteria along 1<sup>st</sup> Street between 1<sup>st</sup> Avenue S and 5<sup>th</sup> Avenue S.

On March 7, 2016, the City administratively authorized Sprinkle Consulting, Inc. to proceed with Task Order No. 12-6-SC/T in the amount of \$34,905.52, for design services to prepare geometric, striping, markings, and signage plans for 1st Street South from 6th Avenue to Central Avenue.

On April 12, 2016, the City authorized Sprinkle Consulting, Inc. to proceed with Task Order No. 12-6-SC/T - Revision No. 1 in the amount of \$4,376.32, for additional designs to reconfigure the roadway plans and to add an additional northbound lane along 1st Street South.

This Amendment No. 1 provides for design services for the development of structural and foundation design for RRFB assemblies along 1<sup>st</sup> Street. The implementation of complete street elements along 1<sup>st</sup> Street require the relocation of the RRFB assemblies from behind the curb to the buffer zone between the bi directional trail and vehicular traffic, to provide a safe and accessible crossing. The scope of work also includes development of specifications for crashworthy removable planters to be installed along the buffer zone to provide a vertical barrier between the trail and vehicular traffic. The new RRFB foundations and the planters have special design requirements to allow each to be removable and not adversely impact special events such as the St Pete Grand Prix.

**RECOMMENDATION:** Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 12-6-SC/T, as revised, to the Architect/Engineering Agreement dated July 9, 2014 between the City of St. Petersburg and Sprinkle Consulting, Inc., in an amount not to exceed \$19,000.00, for design services for the 1st Street South - Roadway Reconfiguration Project for a total Task Order amount not to exceed \$58,281.84. (Engineering Project No. 16064-112; Oracle No. 13283 & 15089)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Neighborhood & Citywide Infrastructure CIP Fund (3027) Bicycle Ped Facilities FY12 Project (13283) and the Transportation Impact Fees Capital Projects Fund (3071) Complete Streets FY16 Project (15089).

**ATTACHMENTS:** Resolution

**APPROVALS:**

zm

  
Administrative

  
Budget

Resolution No. 2016- \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 12-6-SC/T, AS REVISED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 9, 2014 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND SPRINKLE CONSULTING, INC., IN AN AMOUNT NOT TO EXCEED \$19,000.00, FOR DESIGN SERVICES FOR THE 1ST STREET SOUTH - ROADWAY RECONFIGURATION PROJECT FOR A TOTAL TASK ORDER AMOUNT NOT TO EXCEED \$58,281.84; AND PROVIDING AN EFFECTIVE DATE (ENGINEERING PROJECT NO. 16064-112; ORACLE NOS. 13283 AND 15089)

WHEREAS, on July 9, 2014, the City of St. Petersburg, Florida ("City") and Sprinkle Consulting, Inc. ("A/E") executed an architect/engineering agreement for A/E to provide Miscellaneous Professional Services for Traffic Calming, Bike/Pedestrian and Development of Regional Impact Projects; and

WHEREAS, on March 7, 2016, the City administratively approved Task Order No. 12-6-SC/T ("Task Order") in the amount of \$34,905.52, for A/E to provide design services to prepare geometric, striping, markings, and signage plans for 1st Street South from 6th Avenue to Central Avenue; and

WHEREAS, on April 12, 2016, the City approved Revision No. 1 to the Task Order in the amount of \$4,376.32, for A/E to provide additional designs to reconfigure the roadway plans and to add an additional northbound lane along 1st Street South; and

WHEREAS, Amendment No. 1 to the Task Order, as revised, provides for design services for the development of structural and foundation design for Rectangular Rapid Flashing Beacon (RRFB) assemblies along 1<sup>st</sup> Street; and

WHEREAS, the scope of work also includes development of specifications for crashworthy removable planters to be installed along the buffer zone to provide a vertical barrier between the trail and vehicular traffic; and

WHEREAS, the new RRFB foundations and the planters have special design requirements to allow each to be removable and not adversely impact special events such as the St Pete Grand Prix; and

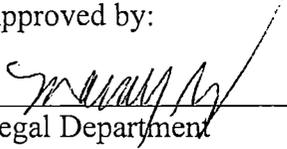
WHEREAS, Administration recommends approval of this resolution.

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. 1 to Task Order No. 12-6-SC/T, as revised, to the architect/engineering agreement dated July 9, 2014, between the

City of St. Petersburg, Florida and Sprinkle Consulting, Inc., in an amount not to exceed \$19,000.00, for design services for the 1st Street South - Roadway Reconfiguration Project for a total Task Order amount not to exceed \$58,281.84 (Engineering Project No. 16064-112; Oracle Nos. 13283 and 15089).

This Resolution shall become effective immediately upon its adoption.

Approved by:

  
\_\_\_\_\_  
Legal Department

By: (City Attorney or Designee)

Approved by:

  
\_\_\_\_\_  
Brijesh Prayman, P.E.  
Engineering & Capital Improvements  
Interim Director

St. Petersburg City Council  
Consent Agenda  
Meeting of November 3, 2016

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept \$123,739.50 from Pinellas County (“County”) as the City’s share of the FY2016 Edward Byrne Memorial Justice Assistance Grant (“JAG”) to continue funding of law enforcement initiatives as set forth in the County’s grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$123,739.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2016 Project (TBD); and providing an effective date.

EXPLANATION: The City and Pinellas County (“County”) are Bureau of Justice Statistics (“BJS”) designated units of local government eligible to apply for Edward Byrne Memorial Justice Assistance Grant (“JAG”) funds. Because BJS determined that the City and the County had a disparate allocation of JAG funds, the City and County were required to evenly divide funds available to the two entities. The City of St. Petersburg and the Pinellas County Board of County Commissioners (“BOCC”) entered into a Memorandum of Understanding agreeing to allocate \$123,739.50 of the \$247,479.00 FY2016 Edward Byrne Memorial Justice Assistance Grant (“JAG”) to each entity’s law enforcement agency. The County will serve as the grant applicant and fiscal agent. The City will submit expenditure documentation to the County for reimbursement of eligible costs. The grant requires no local matching funds.

The City’s \$123,739.50 will be used to continue funding for a number of law enforcement and crime prevention initiatives which were started under the Local Law Enforcement Block Grant Program. These initiatives include supplemental support for Community Resource Centers, Select and Targeted Media Initiatives, Volunteer Programs, Rental Vehicles for Special Investigations Crime Prevention copier/printer costs, and Law Enforcement Overtime for crime prevention and the recruitment of new Officers.

RECOMMENDATION: The administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept \$123,739.50 from Pinellas County (“County”) as the City’s share of the FY2016 Edward Byrne Memorial Justice Assistance Grant (“JAG”) to continue funding of law enforcement initiatives as set out in the County’s grant application, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$123,739.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2016 Project (TBD) and providing an effective date.

COST/FUNDING Information: The grant will fund law enforcement and crime prevention initiatives effective October 1, 2015 through September 30, 2019. A supplemental appropriation in the amount of \$123,739.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to Police, Fiscal Support (140-1389), JAG 2016 Project (TBD) is required.

Approvals:

Administration: \_\_\_\_\_ Budget: \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT \$123,739.50 FROM PINELLAS COUNTY (“COUNTY”) AS THE CITY’S SHARE OF THE FY2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (“JAG”) TO CONTINUE FUNDING OF LAW ENFORCEMENT INITIATIVES AS SET FORTH IN THE COUNTY’S GRANT APPLICATION, AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$123,739.50 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE POLICE GRANT FUND (1702), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE POLICE DEPARTMENT, FISCAL SUPPORT (140-1389) JAG 2016 PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Pinellas County (“County”) are Bureau of Justice Statistics (“BJS”) designated units of local government eligible to apply for Edward Byrne Memorial Justice Assistance Grant (“JAG”) funds; and

WHEREAS, because BJS determined that the City and the County had a disparate allocation of the JAG funds, the City and County were required to evenly divide the funds available to the two entities; and

WHEREAS, the City and the County have entered into a Memorandum of Understanding (“MOU”) stipulating that the FY2016 JAG Award of \$247,479.00 will be allocated evenly between the parties (\$123,739.50 to each entity); and

WHEREAS, pursuant to the MOU, the County applied for the JAG funds and was designated as the grant applicant and fiscal agent for distribution of the funds; and

WHEREAS, the City will submit expenditure documentation to the County for reimbursement of eligible costs; and

WHEREAS, the JAG Grant requires no matching funds; and

WHEREAS, the City’s \$123,739.50 will be used to continue funding for a number of law enforcement and crime prevention initiatives which were started under the Local Law Enforcement Block Grant Program, including a supplemental support for Community Resource Centers, Select and Targeted Media Initiatives, Volunteer Programs, Rental Vehicles for Special Investigations, Crime Prevention Copier/ Printer Costs, and Law Enforcement Overtime for crime prevention and the recruitment of Officers; and

WHEREAS, a supplemental appropriation in the amount of \$123,739.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, to the Police Department, Fiscal Support (140-1389), JAG 2016 Project (TBD) is required.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept \$123,739.50 from Pinellas County (“County”) as the City’s share of the FY2016 Edward Byrne Memorial Justice Assistance Grant (“JAG”) to continue funding law enforcement initiatives as set out in the County’s grant application, and to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional revenues, the following supplemental appropriation for FY2016:

Police Grant Fund (1702))

Police Department, Fiscal Support (1401389), JAG 2016 Project (TBD)    \$123,739.50

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: \_\_\_\_\_ Administration: \_\_\_\_\_

Budget: \_\_\_\_\_

Legal: 00292377.doc V. 1



CITY OF ST. PETERSBURG

**ST. PETERSBURG CITY COUNCIL**  
**Meeting of November 3, 2016**  
**Consent B**

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

**SUBJECT:** Approving First Amendment to the Agreement between the City and Big 3 Entertainment, LLC ("Manager") for the Management and Operation of Al Lang Stadium ("Facility") and authorizing the Mayor or his designee to execute the First Amendment.

**EXPLANATION:** The City and Manager entered into an Agreement on October 2, 2014 which provided the Manager operational control over the Facility for a term commencing on October 3, 2014 and terminating on November 30, 2018. The Facility has been used by the Manager for the primary purpose of providing the home field for the Tampa Bay Rowdies, a professional soccer team.

The Manager recently approached the City to request changes to the Agreement:

**Term** (Paragraph 2) – extend the term end date from November 30, 2018 to November 30, 2020, providing the Manager an additional two years of operational control over the Facility.

**Permitted Uses** (Paragraph 7A.) – remove the reference to the North American Soccer League. The Rowdies have announced that they will be moving to the United Soccer League at the start of the 2017 season.

**Termination** (Paragraph 15.C.) – add the United Soccer League to the list of approved professional soccer leagues that the Rowdies may be a member of under the Agreement.

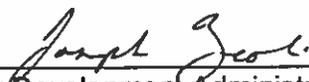
**Public Records** (Paragraph 51) – revises language based on recent changes to the law regarding Public Records.

**RECOMMENDATION:** City Administration recommends approval of the First Amendment with Big 3 Entertainment, LLC for the management and operation of Al Lang Stadium.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Resolution  
First Amendment

**APPROVALS:**

  
\_\_\_\_\_  
City Development Administration

N/A  
\_\_\_\_\_  
Budget & Management

RESOLUTION NO. 2016-\_\_\_

**APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND BIG 3 ENTERTAINMENT, LLC DATED OCTOBER 2, 2014; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of St. Petersburg, Florida (“City”) and Big 3 Entertainment, LLC (“Manager”) entered into an agreement on October 2, 2014 (“Agreement”), for Manager to manage and operation of Al Lang Stadium; and

**WHEREAS**, the parties desire to amend the Agreement to extend the term, modify the permitted uses, and make changes to the termination and public records paragraphs; and

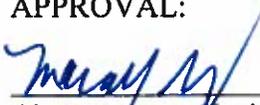
**WHEREAS**, Manager has agreed to the terms and conditions set forth in the First Amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida that the First Amendment to the Agreement between the City of St. Petersburg, Florida, and Big 3 Entertainment, LLC dated October 2, 2014, is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor or his designee is authorized to execute the First Amendment.

This resolution shall become effective immediately upon its adoption.

APPROVAL:

  
\_\_\_\_\_  
City Attorney (designee)

## **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT** (“First Amendment”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of St. Petersburg, Florida, a municipal corporation (“City”) and Big 3 Entertainment, LLC, a Florida limited liability company (“Manager”) (collectively, “Parties”).

**WHEREAS**, the City and Manager entered into an agreement on October 2, 2014 (“Agreement”), for Manager to manage and operation of Al Lang Stadium; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term, modify the permitted uses, and make changes to the termination and public records paragraph; and

**WHEREAS**, Manager has agreed to the terms and conditions set forth in the First Amendment.

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

1. Paragraph 2 of the Agreement is amended as follows:

**Term.** The initial term of this Agreement commenced on October 3, 2014, and was scheduled to terminate on November 30, 2018. On November 3, 2016, City Council agreed to extend the term so that this Agreement shall now terminate on November 30, 2020, unless this Agreement is earlier terminated pursuant to this Agreement or further extended upon mutual written agreement of the Parties. Any extension is subject to the length of the term limitations of the City Charter. References in this Agreement to “Term” shall include the initial term and all extensions thereof.

2. Paragraph 7.A. of the Agreement is amended as follows:

A. The Facility shall be occupied, maintained, and used by Contractor for the primary purpose of providing the home field for the Tampa Bay Rowdies (“Rowdies”), a professional soccer team, and for other sports, leagues, teams, tournaments, camps, clinics, lessons, practices, games, strength and conditioning, rehabilitation and training, sports related retail sales, and schools for umpires, coaches, players and agronomy.

3. Paragraph 15.C. of the Agreement is amended as follows:

C. The City may terminate this Agreement upon written notice to Contractor in the event the Rowdies are no longer a member of the North American Soccer League, United Soccer League or Major League Soccer, or if the Rowdies voluntarily relocate any home game from the Facility without the

City's prior written approval, unless such relocation is temporary and due to circumstances beyond the control of Contractor or the Rowdies.

4. Paragraph 51. of the Agreement is amended as follows:

**Public Records.**

- A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) 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's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor'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 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 Contractor'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 Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor 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 Contractor shall be provided to the City in a format approved by the City.
- B. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'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](mailto:CITY.CLERK@STPETE.ORG), OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
- C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply

with all other applicable Laws and to maintain books and records pursuant to this Agreement.

5. Any and all provisions of the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment made the day and year first above written.

**CITY OF ST. PETERSBURG, FLORIDA:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

(SEAL)

\_\_\_\_\_  
City Clerk

**BIG 3 ENTERTAINMENT, LLC:**

**WITNESSES (for Manager)**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name)  
\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
Print: \_\_\_\_\_

Provisions of Contract Approved:

Approved as to Form and Content:

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
City Attorney (Designee)