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

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.

2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.

3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.

4. Please do not pass notes to Council during the meeting.

5. Please be courteous to other members of the audience by keeping side conversations to a minimum.

6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.

7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

GENERAL AGENDA INFORMATION

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

If you are deaf/hard of hearing and require the services of an interpreter, please call our TDD number, 892-5259, or the Florida Relay Service at 711 as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, and every effort will be made to provide that service for you. If you are a person with a disability who needs an accommodation in order to participate in this/these proceedings or have any questions, please contact the City Clerk’s Office at 893-7448.
A. Meeting Called to Order and Roll Call.

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

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

E. Reports

1. Homeless Leadership Board - (Oral) (Chair Foster)

2. Tampa Bay Regional Planning Council - (Oral) (Vice-Chair Rice)

3. Sewer Update

4. Tampa Bay Estuary Program - (Oral) (Councilmember Kornell)

5. Climate Action & Resiliency Scopes of Work & Budget Allocation

(a) A Resolution of the St. Petersburg City Council approving a supplemental appropriation in the amount of $250,000 from the unappropriated balance of the General Fund (0001), derived of settlement funds from the 2010 Deepwater Horizon Oil Spill (BP Settlement), to the Mayor's Office (0001-020) to develop an Integrated Sustainability Action Plan (ISAP).

(b) Approving the recommendation of the Energy, Natural Resources, and Sustainability Committee to make a supplemental appropriation of $300,000 from the unappropriated balance of the General Fund (0001), derived of settlement funds from the 2010 Deepwater Horizon Oil Spill (BP Settlement), to the Mayor's Office (0001-020) for the vulnerability assessment and resiliency planning partnership project with
Pinellas County from $1,000,000 of BP Settlement funds previously reserved to develop and establish a climate action and resiliency plan.

(c) Approving a supplemental appropriation in the amount of $250,000 from the unappropriated balance of the General Fund (0001), derived of Settlement Funds from the 2010 Deepwater Horizon Oil Spill (BP Settlement), to the Mayor's Office (0001-020) for preliminary studies to conduct an energy efficiency analysis & retrofits analysis.

6. A resolution requiring submission of campaign finance reports through an electronic filing system; establishing requirements for the system; establishing requirements for system access and usage; describing applicable exemptions from public records law; and authorizing the City Clerk to promulgate rules and other guidance related to the system.

7. Gulf Coast Legal Services - Response to Audit Findings

8. Approving the agreement between the Society of St. Vincent de Paul South Pinellas, Inc. (“Agency”), and the City of St. Petersburg, Florida dated October 1, 2016 to provide funding for the St. Vincent de Paul CARE Center for the period of October 1, 2016 through September 30, 2017; authorizing the Mayor or his designee to execute the agreement.

F. New Business

1. Referring to the Committee of the Whole to consider a Targeted Private Lateral Repair Program and that administration be prepared to react to the idea. (Councilmember Nurse)

2. Referring to the Budget, Finance & Taxation Committee a request to provide $50,000 of one time funding from the remaining BP settlement funds for My Sistah’s Place, a home for young women aging out of foster care. (Councilmember Kornell)

3. Requesting that additional Biosolids information be included in the Sewage Report at the City Council meeting on November 21, 2016. (Councilmember Kornell)

4. Referring to a Committee of the Whole or a Public Services & Infrastructure committee a discussion on zoning for marijuana dispensaries in city limits. (Vice-Chair Rice)

G. Council Committee Reports

1. Budget, Finance & Taxation Committee (11/10/16)

   (a) Approving the recommendation of the Budget, Finance and Taxation Committee to perform a management evaluation of the Water Resources Department for Fiscal Year 2017.

2. Youth Services Committee (11/10/16)

H. Legal

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

Public Hearings

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

1. **Confirming the preliminary assessment for Lot Clearing Number(s): LCA 1571.**
2. **Confirming the preliminary assessment for Building Securing Number(s) SEC 1217.**
3. **Confirming the preliminary assessment for Building Demolition Number(s) DMO 443.**
4. **Ordinance 248-H approving a Campus Development Agreement between the University of South Florida Board of Trustees and the City of St. Petersburg. (City File USFSP-2016)**
5. **Ordinance 249-H enacting year-end appropriation adjustments for Fiscal Year 2016 for the operating budget and capital improvement program budget and adjustments to the Fiscal Year 2017 budget.**
6. **Ordinance 250-H of the City of St. Petersburg, repealing Chapter 28 in its entirety, and replacing it with a new Chapter 28, Public Vehicles; regulating all aspects of any kind for the operation of transportation for hire; amending categories relating to fees for public vehicles in section 12-6(9); amending Chapter 26 to remove references to taxi or taxicab stands and replace with certified public vehicle stands.**
7. **Ordinance 251-H amending Chapter 15, Article III of the St. Petersburg City Code; modifying the definitions of employer and independent contractor; adding a new section to require that employers provide employees written notice of certain job-related information upon hire; providing for a presumption of retaliation under certain circumstances and increasing the scope of activities deemed retaliatory; revising the scope of City-funded contracted services.**

J. **Open Forum**

K. **Adjournment**
Consent Agenda A  
November 21, 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. Renewing annual service agreements with Oracle America, Inc., a sole source supplier for the Oracle eBusiness Suite and related software, at a cost of $690,419.29.
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 contract to Highway Safety Devices, Inc. for the Engineering Project No. 16046-112; (Oracle Nos. 15091 and 15637) in the amount of $400,870.

2. Renewing an annual software maintenance agreement with SunGard Public Sector Inc., a sole source supplier, for the Department of Technology Services, at a total amount of $222,196.35.

3. Renewing a blanket purchase agreement with Bay Area Heating and Cooling Inc. for HVAC installation, maintenance and repair services for the Downtown Enterprise Facilities, at an estimated renewal cost of $25,000 and a total contract amount of $176,000.

4. Awarding a three-year blanket purchase agreement to Joseph Bryant Landscaping and Site Work Event Planning, LLC for grading and drainage services for the Engineering & Capital Improvements Department and Parks & Recreation Department, at an amount not to exceed $150,000.

5. Renewing a blanket purchase agreement with Clada Productions, LLC for video broadcasting system maintenance, for an estimated renewal amount of $82,000 and a total contract amount of $117,000.

6. Renewing a blanket purchase agreement with Eco-Land Design, LLC for outdoor water conservation irrigation evaluation services for the Water Resources Department, for an amount not to exceed $162,590.

7. Awarding a blanket purchase agreement to Cal Tech Testing, Inc. for grouting of manholes and sewer pumps for the Water Resources Department at an amount not to exceed $75,000.

8. Accepting a proposal from MUSCO Sports Lighting, LLC, a sole source supplier, to furnish and install LED lighting at North Shore Park tennis courts for the Engineering and Capital Improvements Department, at a total cost of $64,789.

(City Development)

9. Authorizing the Mayor, or his Designee, to accept a Deed in Lieu of Paying Special Assessments on an unimproved parcel located at approximately 4043 – 15th Avenue
South, St. Petersburg, from Stormy Enterprises, LLC, a Nevada Limited Liability Company.

10. **Authorizing the Mayor, or his Designee, to execute a five (5) year Agreement with the St. Petersburg Yacht Club to operate the St. Petersburg Sailing Center located at 250 Second Avenue Southeast, St. Petersburg; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires an affirmative vote of at least six (6) members of City Council).**

11. **Authorizing the Mayor, or his Designee, to execute a First Amendment to the License Agreement with TFTSP Youth Golf Council St. Petersburg, Florida, Inc., a Florida not-for-profit corporation, to extend the expiration date of the term to November 30, 2018 at an aggregate rent of $24.00 for the extended term. (Requires an affirmative vote of at least six (6) members of City Council)**

12. **Authorizing the Mayor, or his Designee, to execute a First Amendment to the Lease and Development Agreement with Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida not-for-profit corporation, for use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South.**

13. **A resolution approving a one (1) year agreement (“Agreement”) with the Dome District Business Association, Inc. d/b/a EDGE Business District Association in the amount of $50,000 to operate a Main Street program, and all other documents necessary to effectuate the Agreement; and providing an effective date.**

14. **A resolution approving a one (1) year agreement (“Agreement”) with the Skyway Marina District, Inc. in the amount of $50,000 to operate a Main Street program, and all other documents necessary to effectuate the Agreement; and providing an effective date.**

15. **A resolution approving the plat of Liv 233 Townhomes, generally located on the north side of 4th Avenue North between 2nd Street North and 3rd Street North; setting forth conditions for approval; and providing an effective date. (City File 16-20000002)**

(Leisure Services)

16. **Authorizing the Mayor or his designee to execute an agreement between the City and the School Board of Pinellas County, Florida, to allow for the shared use of facilities from December 6, 2016 through December 5, 2021.**

(Appointments)

17. **Confirming the appointment of Ann Vickstrom as a regular member to the Development Review Commission to serve an unexpired three-year term ending September 30, 2017.**

(Miscellaneous)

18. **Approval of an agreement between the City of St. Petersburg, Florida ("City") and Embodied Energy Studio, LLC ("Artist") for the purchase of the "Current Collections" sculpture, created by Artist and located in Poynter Park, in the amount of $45,370.00.**
19. **Resolution approving amendments to the City Council Policy and Procedures Manual related to mini-meetings and the presence of a quorum at Committee of the Whole meetings.**

20. **Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order Number 13-07-MN/MMP to the Master Agreement between the City of St. Petersburg and Moffatt and Nichol, Inc., which was awarded by City Council on July 21, 2014, for engineering services related to Miscellaneous Professional Services to Municipal Marina and Port Projects. Amendment No. 1 seeks the lump sum amount of $44,450.00 for professional engineering services related to conducting structural and utility inspection and evaluation services of the Municipal Marina Central and South Basin Docks. (City Project Number 16111-119; Oracle Project Number 14680 & 15618).**
Note: An abbreviated listing of upcoming City Council meetings.

**Budget, Finance & Taxation 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**
*Thursday, November 10, 2016, 1:30 p.m., Room 100*

**Housing Services Committee**
*Monday, November 21, 2016, 9:00 a.m., Room 100*

**Energy, Natural Resources & Sustainability Committee**
*Monday, November 21, 2016, 10:30 a.m., Room 100*

**CRA / Agenda Review**
*Monday, November 21, 2016, 1:30 p.m., Room 100*

**City Council Meeting: 2nd Reading Budget Cleanup Ordinance**
*Monday, November 21, 2016, 3:00 p.m., Council Chamber*

**City Council Meeting**
*Thursday, December 1, 2016, 8:30 a.m., Council Chamber*

**Committee of the Whole: South St. Petersburg CRA Grant Program; TIF Sunshine and Accountability Ordinance**
*Thursday, December 1, 2016, 3:00 p.m. or immediately following City Council, Room 100*
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 more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
MEMORANDUM
City of St. Petersburg City Council
Meeting of November 21, 2016

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

Date: November 2, 2016

Subject: A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $250,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), DERIVED OF SETTLEMENT FUNDS FROM THE 2010 DEEPWATER HORIZON OIL SPILL (BP SETTLEMENT), TO THE MAYOR’S OFFICE (0001-020) TO DEVELOP AN INTEGRATED SUSTAINABILITY ACTION PLAN (ISAP); AND PROVIDING AN EFFECTIVE DATE

AND

A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA APPROVING THE RECOMMENDATION OF THE ENERGY, NATURAL RESOURCES, AND SUSTAINABILITY COMMITTEE TO MAKE A SUPPLEMENTAL APPROPRIATION OF $300,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), DERIVED OF SETTLEMENT FUNDS FROM THE 2010 DEEPWATER HORIZON OIL SPILL (BP SETTLEMENT), TO THE MAYOR’S OFFICE (0001-020) FOR THE VULNERABILITY ASSESSMENT AND RESILIENCY PLANNING PARTNERSHIP PROJECT WITH PINELLAS COUNTY FROM $1,000,000 OF BP SETTLEMENT FUNDS PREVIOUSLY RESERVED TO DEVELOP AND ESTABLISH A CLIMATE ACTION AND RESILIENCY PLAN; AND PROVIDING AN EFFECTIVE DATE.

AND

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $250,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), DERIVED OF SETTLEMENT FUNDS FROM THE 2010 DEEPWATER HORIZON OIL SPILL (BP SETTLEMENT), TO THE MAYOR’S OFFICE (0001-020) FOR PRELIMINARY STUDIES TO CONDUCT AN ENERGY EFFICIENCY ANALYSIS & RETROFITS ANALYSIS; AND PROVIDING AN EFFECTIVE DATE.
**Background**
In July 2016, $1 million of the BP Settlement was earmarked for climate action and resiliency/adaptation planning. After Budget, Finance, and Taxation (BFT) Committee forwarded the recommendation to City Council for the ENRS Committee to discuss the related scopes of work in more detail. Since that time, there has been work and collaboration with city staff, regional partners, and community members to develop scopes of work to better explain how the $1 million reserve might be used for resiliency and climate action planning. The scopes of work were discussed during the September and October ENRS Committee meetings and the October BFT meeting resulting in three scopes of work being forwarded to City Council for review and approval as part of the BFT & ENRS Committee Reports.

The following paragraphs summarize the three scopes of work and related resolutions to allocate funding attached with this memorandum:

**Integrated Sustainability Action Plan (ISAP)**
This scope of work was drafted for a city RFP process for an Integrated Sustainability Action Plan (ISAP). The ISAP will focus on the city’s greenhouse gas (GHG) emissions and reduction strategies along with local projects, programs, and policies that are prioritized from the STAR Communities results and community collaboration. The final deliverable will include cost estimates as part of a final implementation plan so that the city can seek and request funding, establish partnerships, and other efforts to complete projects and implement programs.

Including climate action and mitigation (GHG emission inventory and reduction strategies) and sustainability initiatives based on the STAR Communities process, along with folding in regional resiliency and adaption efforts makes this more than a plan, but an integrated tool for implementation of projects. The ISAP work will be completed in a way that regional partners may use the format and methodology as they can do the work, with the intent of bringing all of these efforts into comprehensive regional strategies.

**County Vulnerability Assessment (RESTORE Act)**
The county’s scope of work was developed to use in the County’s RFP process to solicit proposals from consultants. The scope outlines first steps in resiliency planning which include setting up a model for vulnerability assessment and initiating analyses from the inputs and results of the model. Pinellas County has allocated $300,000 to initiate resiliency planning with this effort. This is a county RFP and county-led project.

Proposed matching funds of $300,000 from the city would be used to enhance and build upon the work the county has initiated. The city would like to serve as a leader and key partner in regional resiliency planning. Many of the city’s current efforts could inform the regional model, and in turn, the regional model can focus in on the city’s critical infrastructure to further inform long-term infrastructure upgrades.

The ongoing inputs and results for this county partnership project would be folded into the city’s proposed Integrated Sustainability Action Plan (ISAP) as it will address related issues like CRS and flooding, transportation and other infrastructure improvements, resiliency, and more.
Energy Efficiency Analysis, Strategy and Retrofit Projects
The scope of work is intended to provide funding resources that will set up a project that can be billed by the Engineering Department ($50,000). The work is to be completed by a city senior energy efficiency engineer. The additional funding ($200,000) would be to design/implement/procure the retrofit projects. The intent would be to allocate the funding for the purpose of the projects. Project proposals and progress would be reported to committee(s) and City Council before final purchase or procurement per the administrative policy.

Cc: Mayor Rick Kriseman
Kevin King
Gary Cornwell
Tom Greene
Michael Dema
Chan Srinivasa
A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $250,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), DERIVED OF SETTLEMENT FUNDS FROM THE 2010 DEEPWATER HORIZON OIL SPILL (BP SETTLEMENT), TO THE MAYOR’S OFFICE (0001-020) TO DEVELOP AN INTEGRATED SUSTAINABILITY ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sustainability Vision of the City of St. Petersburg (City) is a city with the capacity to endure by finding the balance between environmental stewardship, economic vitality and social equity; and

WHEREAS, the City’s Sustainability Mission Statement is to make St. Petersburg the city to work, live and play through innovative and collaborative sustainability practices; and

WHEREAS, the City’s Sustainability Core Values are community collaboration and partnerships, creativity and quality outcomes, cost effective economics, environmental stewardship, and leadership in innovation; and

WHEREAS, our Sustainability Goals are net zero energy, zero waste, protection and enhancement of natural systems, the protection and promulgation of shade, and green space, sustainable built environment practices, safe and efficient multimodal transportation networks, improvement of our local economy, and a healthier community; and

WHEREAS, Mayor Kriseman’s Executive Order, effective August 18, 205 outlines actions that support sustainability goals including using STAR Communities as a community standard, development of a climate action plan, reduction of greenhouse gas emissions and increased energy efficiency, continue to pursue existing directives on social equity contracting, and to achieve healthier communities through city and neighborhood planning for a balance of compact centers, affordable housing, and walkability, food access and nutrition programs, education and outreach, and encouraging partnerships and collaboration; and
WHEREAS, the Integrated Sustainability Action Plan (ISAP) project components include project management, community, business, and stakeholder engagement, development of methodology and tools for a greenhouse gas emission inventory by collecting data on fuel and energy use along with other emission sources, data collection on city government and community-wide energy use, review of related sustainability and resiliency/adaptation efforts, and support and use of the STAR Communities process to prioritize projects, estimate costs, and deliver an implementation plan; and

WHEREAS, the outcomes of the ISAP will guide implementation of climate action and mitigation as well as guide implementation of STAR Communities priorities that cross departments and disciplines including natural systems, built environment, transportation choices, equity and empowerment, civic engagement, and health and safety; and

WHEREAS, the Inter-Governmental Panel on Climate Change (IPCC), the international community’s most respected assemblage of scientists, has found that climate change disruption is a reality and that human activities are largely responsible for increasing concentrations of global warming pollution; and

WHEREAS, on November 1, 2013, President Obama issued an Executive Order creating an interagency Council on Climate Preparedness and Resilience ("Council") and directing federal agencies to support climate-related investments and plan for climate risk; and

WHEREAS, in June 2013, President Obama released his Climate Action Plan, an important step forward in the development of a national policy to curb carbon pollution, cope with climate impacts in the United States, and lead international efforts to combat climate change and adapt to its effects; and

WHEREAS, the President's Climate Action Plan includes many components consistent with the proposed ISAP and STAR Communities tenets including: a more diverse, resilient, and modernized energy system; improved transportation options; investments in energy efficiency that reduce energy costs for consumers, businesses, and government; support for climate-resilient investments in infrastructure; including transportation, water management, conservation, and post-disaster relief; and support for conserving land and water resources; and

WHEREAS, state and local governments throughout the United States are adopting greenhouse gas emission reduction targets that are reducing global warming pollutants through projects and programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices, and economic development and job creation through energy conservation and new energy technologies; and
WHEREAS, climate change has had noticeable, negative impacts that are expected to worsen in every region of the United States and its territories, including, among other significant weather events and environmental disruptions, longer and hotter heat waves, more severe storms, worsening flood and drought cycles, growing invasive species and insect problems, threatened native plant and wildlife populations, and rising sea levels;

WHEREAS, the Tampa Bay metro area is one of the most vulnerable in the nation to storm surge caused by a ‘100-year storm’ and is one of the areas in the United States most vulnerable to the effects of climate change, especially sea level rise; and

WHEREAS, the city recognizes that planning for climate change requires the dual approach of emissions reductions to reduce the extent of future climate impacts and building climate adaptation to lessen the disruptions and economic losses of severe weather events and sea level rise; and

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

WHEREAS, on October 20, 2016, the Energy, Natural Resources and Sustainability Committee voted to recommend approval of a supplemental appropriation of $250,000 of BP Settlement funds from the unappropriated balance of the General Fund to the City Council of St. Petersburg, Florida for the purpose of establishing and implementing an Integrated Sustainability Action Plan; and

WHEREAS, on October 27, 2016, the Budget, Finance, and Taxation Committee voted to forward the ENRS committee recommendation for supplemental appropriation of $250,000 of BP Settlement funds from the unappropriated balance of the General Fund to the City Council of St. Petersburg, Florida for the purpose of establishing and implementing an Integrated Sustainability Action Plan; and

WHEREAS, The Office of Sustainability, under the Mayor’s Office shall be the lead department in the establishment and implementation the Integrated Sustainability Action Plan; and

NOW THEREFORE BE IT RESOLVED by the City Council of St. Petersburg, Florida that there is hereby approved the following supplemental appropriation from the unappropriated fund balance for fiscal year 2016:

<table>
<thead>
<tr>
<th>General Fund (0001)</th>
<th>$250,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor’s Office (0001-020)</td>
<td>$250,000</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED that this $250,000 appropriation shall be used exclusively for the development and implementation of the Integrated Sustainability Action Plan; and

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

______________________________    ______________________________
City Attorney (Designee)                      Budget & Management Director

____________________________________
Administration
I. PURPOSE

To develop an Integrated Sustainability Action Plan (ISAP) to advance the city’s sustainability initiatives, including 100% clean energy goals and regional resiliency planning efforts. The ISAP will serve as a blueprint for the city’s new Sustainability Office and initiatives. The ISAP will be an implementable, living document that can be used to:

- Highlight and demonstrate the city’s commitment to sustainability
- Collaborate with the community
- Provide transparency to the community
- Educate and inform the community
- Outline a methodology and use appropriate tool(s) for measuring and tracking emissions
- Establish a baseline for the city’s GHG emissions and goals for GHG emission reduction strategies
- Incorporate the STAR Communities assessment to prioritize projects, policies, and strategies
- Integrate local and regional climate resiliency planning and adaptation projects (including critical infrastructure improvements)
- Create a detailed 5-yr implementation program and long-term outlook with needed policies and projects for achieving GHG emission reduction goals, implementing sustainability programs, and improving community resiliency
  - Develop costs with 5-yr program
  - Summarize funding mechanisms and strategies

II. PROJECT DESCRIPTION

The City of St. Petersburg, for the first time, is setting out to develop and implement city sustainability initiatives, climate mitigation and adaptation, and resiliency planning and projects in a comprehensive way. Moving forward with these efforts concurrently offers the opportunity to minimize overlap and integrate these elements under one sustainability action plan and to integrate information across disciplines and city departments.

To make informed decisions with the community related to improvements in sustainability and resiliency, the city will establish measured baseline information, develop goals and strategies based on data collected and community and stakeholder input, use STAR Communities to prioritize policies and projects, and develop costs that will inform a 5-yr implementation plan along with long-term outlook and strategies. The
data collection, strategy development and community input will result in an ISAP.

It is a challenging and unique opportunity to pull together these efforts into one foundational ISAP. The ISAP development and adoption process is expected to last about one year. Availability and organization of energy data could shorten or lengthen the anticipated timeline. However, policies and project work that can be proposed and completed concurrently will not necessarily wait for final adoption because of the many known current needs, studies, and projects in progress.

Development of the ISAP will include an ongoing community, business, and stakeholder engagement plan that will inform methodologies and data collection early on and inform final costs and strategies for implementation at adoption. It is also expected that there will be technical advisory and executive groups that guide the final direction of the ISAP.

III. PROJECT TASKS
The tasks outlined below will result in a comprehensive and integrated sustainability action plan. The tasks include overlap and iterative items and are expected to be performed concurrently where applicable and not necessarily in a linear method.

Task 1. Project Management
Effective project management will include clear communication and organization for a complex first effort for the city. Tasks will include:

- Project kickoff and closeout
- Team and client management
- Scope, schedule, budget management
- Deliverable and QA/QC management

*Deliverable(s): Organization chart, communication plan, schedule and budget*

*Schedule: duration of project; kickoff within 30 days of NTP*

*Budget: TBD*

Task 2. Community, Business, and Stakeholder Engagement
The community engagement process is expected to include various formats for input and outreach. Public meetings, interactive open house formats, and online information will be included. Engagement will be mindful of community diversity, equitable investments, and culturally appropriate resources.

Stakeholder groups that include individuals and organizations that focus on economic, social, and environmental challenges within the community will be included. Technical advisory group(s) that include staff and other experts in energy, transportation, land use, building design, urban forestry, urban agriculture and food availability, healthy communities, economic development, coastal resiliency and others will be formed and included. An “executive commission” of elected officials, department directors, and university and business leaders will be formed for final reviews and recommendations.
Deliverable(s): Outreach plan, outreach materials, support and attend outreach events
Schedule: duration of project
Budget: TBD

Task 3. Methodology Development
Review ICLEI, CDP, EnergyStar, and other relevant, leading tools for GHG emission inventory and analysis methodology and reporting. The City of St. Petersburg expects to disclose and track GHG emissions and other sustainability information with the international community of cities and other jurisdictions addressing similar issues. A methodology that makes sense within city government and for tracking and reporting on a comparable, national scale will be important to successfully meeting goals. With the goal of full disclosure, the city also needs to balance staff and financial resources with the many organizations, memberships, and reporting tools available. The Compact of Mayors and the CDP organization for disclosure will be considered.

Deliverable(s): Draft methodology including summary level review of tools, disclosure, ongoing use, and adaptability to regional partners
Schedule: 60 days after NTP
Budget: TBD

Task 4. Data Collection – Community-Wide and Operational GHG Emission Inventory
Collect data for a determined baseline year for GHG emission inventory. Also identify data gaps and solutions for filling those gaps.
- Electric, natural gas, propane
- Waste resources
- Transportation/fleet
- Water
- Wastewater
- Built environment
- Other city government operations and community-wide within St. Pete boundaries

Deliverable(s): Organized directory and files for data collection; tool inputs, summary report or memorandum on data collection efforts and gaps; additional deliverables TBD
Schedule: Milestones for disciplines; all complete within 6 months of NTP
Budget: TBD

Task 5. Data Collection/Coordination – Sustainability Initiatives and Resiliency Planning
Collect and review relevant plans and policies including but not limited to the following:
- Comprehensive Plan
- Complete Streets
- Stormwater master planning
- CRS information
- Grow Smarter
- 2020 & Southside-related plans
- STAR Communities assessment
- Regional sea level rise projections
- County vulnerability assessment and related studies
- Tampa Bay Regional Planning Council Florida Energy Resilience Strategy
- Tampa Bay Estuary Program Charting the Course Management Plan
- Select resiliency examples outside region

Review Pinellas County/City partnership for resiliency planning including vulnerability assessment and include available information and priorities and note where future results will inform updates and fill gaps.

**Deliverable(s):** Draft summary of opportunities for integration, overlap and minimizing program and project costs, and any gaps or barriers in policies
**Schedule:** 90 days after NTP
**Budget:** TBD

**Task 6. Draft Strategy Development**
Based on data collection, increased knowledge of city operations, community planning and economic development goals, and community collaboration, strategies for increasing energy efficiency and reducing GHG emissions will be developed. Develop a roadmap to 100% Clean Energy. Overlap with other sustainability initiatives is anticipated and coordination will result in integrated strategy development.

City staff will lead the task of using the STAR Communities assessment to prioritize projects and policies with the community and local business. With coordination and support from the consultant team, the results of this task will be integrated as part of the overall ISAP.

**Deliverable(s):** Draft chapters compiling other task summaries, analysis and results, and STAR Communities prioritization work
**Schedule:** Within 9 months of NTP
**Budget:** TBD

**Task 7. Final Implementation Strategy & Cost Estimates for Program**
Based on the draft strategy, cost estimates for projects, policies, where applicable, will be developed to inform a final implementation strategy that will support a 5-year program with some rough estimates for long-term implementation.

Potential partnerships (public and private), city government, and external funding sources will also be identified for implementation.

**Deliverable(s):** Draft integrated sustainability action plan with cost estimates and implementation program
**Schedule:** Within 10 months of NTP
**Budget:** TBD
Task 8. Report Writing, Website and Graphic Design Support
Draft and final ISAP is expected to include all necessary technical information as well as serve as a transparent and engaging tool for public information. Engaging graphic design for the report as well as for a website will be developed as part of information and monitoring of progress. Draft information should be technically edited by an experienced technical editor for excellence in writing and consistency throughout the plan.

Deliverable(s): Final integrated sustainability action plan – comprehensive report, summary, and web graphics
Schedule: Within 12 months of NTP
Budget:

Task 9. QA/QC
The scope, budget, and schedule will include time for quality assurance and quality control reviews of data collection, calculations, and reviews of memorandums, reports technical information, and other interim, draft, and final deliverables. QA/QC will be conducted by experienced staff that are not part of the core team. Evidence of QA/QC in the form of simple logs or signatures should be included with all deliverables.

Deliverable(s): Log sheets for technical and editorial reviews by senior professionals outside of core team
Schedule: Duration of project
Budget: TBD

IV. Scope, Budget, Schedule Summary

<table>
<thead>
<tr>
<th>#</th>
<th>Task</th>
<th>Budget</th>
<th>Schedule</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management</td>
<td></td>
<td>Ongoing</td>
</tr>
<tr>
<td>2</td>
<td>Community, Business, &amp; Stakeholder Engagement</td>
<td></td>
<td>Ongoing</td>
</tr>
<tr>
<td>3</td>
<td>Methodology Development</td>
<td></td>
<td>60 days</td>
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<tr>
<td>4</td>
<td>Data Collection – GHG Emission Inventory</td>
<td></td>
<td>6 months</td>
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<tr>
<td>5</td>
<td>Data Collection – Sustainability &amp; Resiliency Planning</td>
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<td>90 days</td>
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<tr>
<td>6</td>
<td>Draft Strategy Development</td>
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<td>9 months</td>
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<td>7</td>
<td>Final Implementation and Cost Estimates</td>
<td></td>
<td>10 months</td>
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<tr>
<td>8</td>
<td>Report Writing, Website, &amp; Graphic Design Support</td>
<td></td>
<td>12 months</td>
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<tr>
<td>9</td>
<td>QA/QC</td>
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<td>Ongoing</td>
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<tr>
<th></th>
<th>Total Cost</th>
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</table>

Total Cost TBD
A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA APPROVING THE RECOMMENDATION OF THE ENERGY, NATURAL RESOURCES, AND SUSTAINABILITY COMMITTEE TO MAKE A SUPPLEMENTAL APPROPRIATION OF $300,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), DERIVED OF SETTLEMENT FUNDS FROM THE 2010 DEEPWATER HORIZON OIL SPILL (BP SETTLEMENT), TO THE MAYOR’S OFFICE (0001-020) FOR THE VULNERABILITY ASSESSMENT AND RESILIENCY PLANNING PARTNERSHIP PROJECT WITH PINELLAS COUNTY FROM $1,000,000 OF BP SETTLEMENT FUNDS PREVIOUSLY RESERVED TO DEVELOP AND ESTABLISH A CLIMATE ACTION AND RESILIENCY PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is the recipient of funds in settlement of the 2010 Deepwater Horizon oil spill in the Gulf of Mexico (BP Settlement), the net amount of which after fees and costs is approximately $6.5 million; and

WHEREAS, the Budget, Finance and Taxation Committee met on July 14, 2016, and recommended reserving $1,000,000 of the BP Settlement funds to develop and establish a Climate Action and Resiliency Plan for the City; and

WHEREAS, on September 15, 2016, the Energy, Natural Resources and Sustainability Committee voted to recommend to the City Council of St. Petersburg, Florida approval of a supplemental appropriation of $300,000 of the reserved $1 million BP Settlement funds from the unappropriated balance of the General Fund for the purpose of partnering with Pinellas County on vulnerability assessment modeling and resiliency planning; and

WHEREAS, resiliency planning focuses on addressing infrastructure, vulnerable populations, and environmental vulnerabilities to current and future climate change effects such as extreme weather events and continued increases in sea level rise and storm surge; and

WHEREAS, initiating climate action and resiliency planning at the same time provides the City the opportunity to think about unique and efficient approaches to combine efforts; and
WHEREAS, the countywide vulnerability assessment will include project kickoff and coordination, data collection and analysis, critical infrastructure and vulnerable population identification, sea level rise and storm surge scenario planning, initial economic analysis, and strategy development: and

WHEREAS, the City’s partnership contribution will add the flexibility to request analyses on St. Petersburg facilities, communities, and environment that are not covered by the current county funding and to move forward with early implementation projects in communications, engagement, green infrastructure, and infrastructure improvements;

WHEREAS, the Office of Sustainability, under the Mayor’s Office shall be the lead department in the Pinellas County partnership project, but shall enlist Engineering & Capital Improvements, Water Resources, Planning & Economic Development, Building, Fire Department, and other city departments in achievement of the goals of improved resiliency, including, but not limited to, data sharing, outreach, cost development, and strategies for improvements.

NOW THEREFORE BE IT RESOLVED by the City Council of St. Petersburg, Florida that there is hereby approved the following supplemental appropriation from the unappropriated fund balance for fiscal year 2016:

| General Fund (0001) | Mayor’s Office (0001-020) | $300,000 |

BE IT FURTHER RESOLVED that this $300,000 appropriation shall be used exclusively for the establishment and implementation of the Vulnerability Assessment and Resiliency Planning Partnership Project with Pinellas County; and

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

_________________________________________  __________________________________________
City Attorney (Designee)  Budget & Management Director
0029463

_________________________________________
Administration
**PHASE 1 - PROJECT KICKOFF: est. 6 month duration**
- The objective of this Phase is to initiate the project and on-board the consultant, as well as confirm the project goals and objectives. Key tasks include:
  - Task 1.1: Release Request for Proposals; retain technical consultant services; convene lead project team and identify key collaborators/subject matter experts
  - Task 1.2: Confirm project goals and objectives with project partners and identify/establish planning teams(s)

**PHASE 2 – DATA COLLECTION AND ANALYSIS (countywide): est. 8 month duration**
- The objective of this phase of the project is to identify and synthesize existing sea level rise data, studies, and findings relevant to this project and as necessary, to generate supplementary data to facilitate the assessment of vulnerabilities. The Consultant will work with the lead team to perform the following tasks:
  - Task 2.1: Determine climate and sea level methodology to be used for the analysis
  - Task 2.2: Identify other relevant data (topographic, environmental, etc.); identify data gaps
  - Task 2.3: Decide upon/collect/assess/verify asset inventory (at a minimum, transportation and utilities); includes relevant infrastructure data from county, municipal as well as non-municipal and county providers if feasible.
  - Task 2.4: Initiate GIS database design and development

**PHASE 3 - DATA ANALYSIS: est. 12 month duration**
- The objective of this Phase is to identify and verify critical infrastructure for further analysis. Once the infrastructure subsets are identified, detailed analysis will be undertaken to better assess specific vulnerabilities, to refine data, verify assumptions and findings, and begin to test scenarios and strategies. For the critical infrastructure assets identified for detailed analysis, the potential fiscal impact of specific facility threats and inundation will be initiated using, among other methods, the REMI model. Key tasks include:
  - Task 3.1: Identify critical infrastructure
  - Task 3.2: GIS-based scenario planning/vulnerability assessments on identified critical assets
  - Task 3.3: Consider relationships/opportunities presented via interplay between the natural and built environment
  - Task 3.4: Initiate economic analysis [e.g., TBRPC’s Regional Economic Model (REMI) tool and analysis]

**PHASE 4 – STRATEGY DEVELOPMENT: est. 10 month duration**
- The objective of this task is to assess Phase 3 results and begin to apply mitigation and adaptation scenarios/strategies to the critical assets. The consultant will identify and develop effective, feasible, and cost-sensitive adaptation strategies for impacted assets identified in Task 4.2. Primary emphasis will be placed on orienting strategies to coincide with regular asset renewal cycles. Adaptation alternatives will be developed through guided stakeholder outreach, supported by a customized decision-making matrix and expert
guidance from the consultant, planners, scientists, and engineers. For a selection of preferred alternatives (e.g., for the 10-20 assets identified in Task 4.2), order of magnitude costs will be developed to facilitate consideration by the lead team. Key tasks include:

- **Task 4.1**: Identification and testing of mitigation and adaptation strategies, alternatives and scenarios
- **Task 4.2**: Decision and long range planning tools for assessing cost-benefit of adaptation and/or mitigation proposals for critical infrastructure; includes estimates of economic impact and economic damage where feasible for integration into the decision making/prioritization approach, as appropriate.
- **Task 4.3**: Draft final report, including summary economic analysis, key infrastructure vulnerabilities and opportunities, as well as policy recommendations, priority recommendations and a recommended action plan. The final report will, at a minimum:
  - Document the screening process for prioritizing critical infrastructure including a GIS geodatabase and tabular inventory of selected asset types
  - Document the potential climate vulnerabilities and risks due to sea level rise (and related effects such as storm surge, flooding, etc.)
  - Identify candidate adaptation projects, including rationales and justifications (economic and otherwise) for inclusion in local government capital planning and programming
  - Recommendations for further development of the GIS decision-support tool
  - Recommendations for the future advancement of regional climate resiliency activities for infrastructure
  - An executive summary and web content, summarizing the science, results and recommendations.
A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $250,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), DERIVED OF SETTLEMENT FUNDS FROM THE 2010 DEEPWATER HORIZON OIL SPILL (BP SETTLEMENT), TO THE MAYOR’S OFFICE (0001-020) FOR PRELIMINARY STUDIES TO CONDUCT AN ENERGY EFFICIENCY ANALYSIS & RETROФITS ANALYSIS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sustainability Vision of the City of St. Petersburg (City) is a city with the capacity to endure by finding the balance between environmental stewardship, economic vitality and social equity; and

WHEREAS, the City’s Sustainability Mission Statement is to make St. Petersburg the city to work, live and play through innovative and collaborative sustainability practices; and

WHEREAS, our Sustainability Goals include net zero energy and zero waste; and

WHEREAS, the City has signed on to partner with the Sierra Club 100% Clean Energy campaign Ready for 100%) which is a national campaign to shift the energy system paradigm from one that relies solely on fossil fuels to an energy system that harnesses energy from the air, water, and sun to take steps to accelerate a just and equitable transition to renewable resources; and

WHEREAS, Mayor Kriseman’s Executive Order, effective August 18, 205 outlines actions that support sustainability goals including reduction of greenhouse gas emissions and increase in energy efficiencies; additionally, to include listing retrofits, water resource pumping and process, facility, space planning and transportation retrofits and improvements, and to utilize renewable energy sources like solar power, biosolids, and geothermal technology to contribute to the City’s net zero energy goal; and

WHEREAS, the Project components include data collection, analysis, system tracking development, potential energy efficiency and GHG emission reduction strategies, measurement and verification of pilot project performance, and internal collaboration related to
STAR Communities and lifecycle costs analyses as-needed, and a working partnership with USF students for data collection and energy audits; and

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

WHEREAS, on October 20, 2016, the Energy, Natural Resources and Sustainability Committee voted to recommend approval of a supplemental appropriation of $250,000 of BP Settlement funds from the unappropriated balance of the General Fund to the City Council of St. Petersburg, Florida for the purpose of establishing and implementing the Project; and

WHEREAS, on October 27, 2016, the Budget, Taxation, and Finance Committee voted to recommend approval of a supplemental appropriation of $250,000 of BP Settlement funds from the unappropriated balance of the General Fund to the City Council of St. Petersburg, Florida for the purpose of establishing and implementing the Project; and

WHEREAS, The Office of Sustainability, under the Mayor’s Office shall be the lead department in the establishment and implementation Project; and

NOW THEREFORE BE IT RESOLVED by the City Council of St. Petersburg, Florida that there is hereby approved the following supplemental appropriation from the unappropriated fund balance for fiscal year 2017:

General Fund (0001)
Mayor’s Office (0001-020) $250,000

BE IT FURTHER RESOLVED that this $250,000 appropriation shall be used exclusively for the development and implementation of an Energy Efficiency & Retrofits Analysis; and

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

___________________________  _______________________
City Attorney (Designee)  Administration

Budget & Management Director
I. **BACKGROUND & PURPOSE**

The city is on a path to becoming more energy efficient, and therefore more sustainable and resilient. The city has even partnered with the Sierra Club as part of a 100% Clean Energy campaign to inspire and lead the community to be more energy efficient, incorporate renewable energy as a significant part of community energy solutions, and to collaborate with the city's energy provider to evolve for current and future needs.

In recent years, the city has spent on the order of magnitude of $10 million on energy (electric, natural gas, propane). Experience with energy efficiency programs show that, in general, 10%-15% of that can be cut by implementing simple, available projects like adding efficiency enhancers and repairs. Another 20-30% of the bill can be reduced with proven technologies like LED lights, optimization, and retro-commissioning. Further reductions can be made with bigger innovations like biomass, central heating/cooling plants, and district energy.

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 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.

In addition, 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.

II. **PROJECT COMPONENTS**

**Task 1: Data Collection, Analysis, and System Tracking Development**

Review existing city government energy data (electric, natural gas, and propane), collect additional data as available, and compile for analysis. Sketch out an energy efficiency strategy and identify data gaps and needs (Duke, City accounting, and additional performance grade audits). Part of this task will also be developing an overview of the various data and accounting systems so that the city can set up a system to track things more universally and uniformly.

**Deliverable(s):** Data inventory, systems inventory and flow chart, and summary of city facility energy use including highest energy use and priority projects.

**Schedule:** 45 days from NTP
Task 2: Qualify Potential Energy Efficiency and GHG Emission Reduction Strategies

Technically review and qualify products, software and services for pilot projects with a focus on “simple repairs, replacements, and product enhancements for energy efficiency. Develop business cases for qualified ideas and include pilot project ideas to test and verify. Develop programs to expand successful pilots into policies, procedures, and projects and specifications. Procure equipment and services for pilot projects and improvements as appropriate from review.

Deliverable: Technical review of products and services with lifecycle cost analysis and projected benefits.

Schedule: Draft technical review and recommendations 90 days from NTP; additional work ASAP through procurement.

Task 3: Measure and Verify

Monitor, measure and verify pilot project performance. Incorporate data into overall data collection efforts for system-wide tracking moving forward.

Deliverable: Performance results and summary report(s) as appropriate.

Schedule: TBD

Task 4: Internal Coordination & Collaboration (STAR Communities, LCCA, as-needed)

The work completed in this scope is directly related to the greenhouse gas emission inventory, the Integrated Sustainability Action Plan, city infrastructure projects, and codes and policy review. This task will allow appropriate time dedicated to the support of those efforts as-needed.

Deliverable(s): Support and documentation as-needed.

Schedule: Ongoing through Oct 2017 (end of fiscal year)

III. BUDGET

Sr. Energy Engineer staff time and materials (25-30%): $50,000
Possible USF Audit Team $10-15,000
Energy efficiency & retrofit projects: $185,000

Total: $250,000
RESOLUTION NO. 2016-_______

A RESOLUTION REQUIRING SUBMISSION OF CAMPAIGN FINANCE REPORTS THROUGH AN ELECTRONIC FILING SYSTEM; ESTABLISHING REQUIREMENTS FOR THE SYSTEM; ESTABLISHING REQUIREMENTS FOR SYSTEM ACCESS AND USAGE; DESCRIBING APPLICABLE EXEMPTIONS FROM PUBLIC RECORDS LAW; AUTHORIZING THE CITY CLERK TO PROMULGATE RULES AND OTHER GUIDANCE RELATED TO THE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes chapter 106 requires candidates for statewide office to file certain campaign finance reports electronically; and

WHEREAS, Florida Statutes section 106.07(2)(a)2 authorizes the City of St. Petersburg (the “City”) to impose electronic filing requirements upon candidates for Mayor and City Council that are not in conflict with Florida Statutes section 106.0705; and

WHEREAS, Florida Statutes section 106.07(3) requires that the campaign finance reports of political committees registered with the City Clerk in accordance with Florida Statutes section 106.03(3) be subject to the same filing conditions as the campaign finance reports of candidates; and

WHEREAS, the City believes that electronic filing of campaign finance reports by candidates and political committees will promote accuracy, efficiency, and transparency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that all candidates and political committees must file campaign finance reports electronically, in accordance with the following:

1. Definitions: For purposes of this resolution, the following definitions apply:

(a) “Campaign” means the campaign of a person seeking elective office within the City that is required by law to file a Report.

(b) “Committee” means a political committee that is required by law to file a Report.

(c) “Report” means a report of campaign finance activity that must be filed with the City Clerk pursuant to Florida Statutes chapter 106.
(d) “System” means the Internet-based system established by the City for recording and reporting campaign finance activity in accordance with this resolution.

2. **Requirement to File Electronically:** Unless an alternative filing procedure has been authorized by the City Clerk in accordance with section 7, each Report must be filed with the City Clerk through the System before midnight at the end of the applicable due date.

3. **System Requirements:** At all times, the System must comply with applicable provisions of federal, state, and local law, including Florida Statutes section 106.0705(5) and provisions of Florida law regarding public records.

4. **Access to System:** The City Clerk is responsible for administering the credentials through which each user securely accesses the System, which may consist of a username, password, PIN, digital certificate, or other industry-standard authentication factor (generally, “Credentials”).

5. **Usage Requirements:** Each person who uses System is subject to the following requirements:

   (a) Credentials are approved on an individual basis and may not be shared—even with members of the same Campaign or Committee. Each user who is approved for Credentials is responsible for protecting those Credentials from disclosure or compromise. Once Credentials have been approved for a user, that user is deemed responsible for every Report filed using those Credentials until such time as the City Clerk is notified of disclosure or compromise of those Credentials.

   (b) By filing a Report through the System, a person (i) is deemed to have electronically signed the Report under oath and to have certified the correctness of the Report in accordance with applicable law; (ii) is responsible for the accuracy and veracity of the Report; and (iii) is deemed to have committed a criminal act by certifying a Report that is known to be incorrect, false, or incomplete.

6. **Public Records:** Information used to authenticate a user and Credentials approved for a user are confidential and exempt from disclosure. Information entered into the System for purposes filing a Report is exempt from disclosure until the Report has been filed, at which point the filed Report becomes a public record.

7. **Implementation:** The City Clerk is authorized to promulgate any rules, forms, procedures, or other guidance needed to give full effect to this resolution. At a minimum, the City Clerk shall provide alternate filing procedures to be used (i) in the event that the System is temporarily unavailable and (ii) to the extent required by the Americans with Disabilities Act of 1990 or other applicable law.
This resolution will become effective five calendar days after adoption.

Approved as to form and content:

________________________________
City Attorney (Designee)
St. Petersburg City Council

Meeting of November 21, 2016

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

SUBJECT: Gulf Coast Legal Services-Response to Audit Findings

EXPLANATION: At the October 6, 2016 City Council meeting, City Council approved the recommendations from the Social Services Allocation Committee for Social Action Funding in the amount of $477,000 for FY 2017 (Resolution 2016-458). Authorization was given to the Mayor or his designee to execute the grant agreements with the approved agencies, with the exception of Gulfcoast Legal Services, due to recent audit findings this agency had from the Office of Inspector General, U. S. Department of Justice. City Council directed staff to return at a later date to provide a report from Gulfcoast Legal Services on their corrective action plan for addressing the deficiencies identified in the audit. At this meeting, City Council will consider the agency’s planned action steps and decide whether to approve the recommended funding of $20,000 to the agency, and if so, authorize the Mayor or his designee to execute a grant agreement through the Social Action Funding Program in FY 2017.

The Office of the Inspector General conducted an audit on two federal grants received by Gulfcoast Legal Services: Office on Violence Against Women (grant period: October 1-September 30 2015), and Office for Victims of Crime (grant period October 1, 2013-September 30, 2018). The awards totaled $1,417,890. There were 4 significant findings in the audit, and the corrective action plan for each is outlined below:

<table>
<thead>
<tr>
<th>Finding</th>
<th>Corrective Action Plan</th>
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<tbody>
<tr>
<td>A required Single Audit for FY 2014 was not completed.</td>
<td>Agency completed the audit, it was accepted and this finding was closed based on the audit results.</td>
</tr>
<tr>
<td>Agency did not properly track staff time to ensure time spent on federally funded projects is allocated to the appropriate project. Agency submitted $101,507 in unsupported personnel costs.</td>
<td>All GLS staff time is now recorded in the Legal Server client database to track time and activity for each employee. This system ensures the time allotted to a funding source is allocable and allowable. Supervisors must review, approve and sign certified timesheets for all staff.</td>
</tr>
<tr>
<td>Agency submitted inaccurate federal financial reports.</td>
<td>Agency submitted the corrected reports. They also switched from QuickBooks accounting software to Financial Edge, a more sophisticated accounting system, which allows tracking of multiple projects, budgets and fiscal years. In addition, agency implemented a team review process to ensure reports are accurate before submission.</td>
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<tr>
<td>Agency submitted $1,296 in duplicate costs for reimbursement.</td>
<td>Agency repaid this amount and implemented improved accounting policies and procedures to ensure accounting records are reviewed for duplicate entries prior to submission for reimbursement.</td>
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</table>
RECOMMENDATIONS: Gulfcoast Legal Services has addressed the deficiencies and implemented tightened internal controls in response to the Office of Inspector General Audit Report of July 6, 2016. If City Council approves the corrective action plan taken by Gulfcoast Legal Services, administration recommends approval of the funding recommendation made by the Social Services Allocation Committee in the amount of $20,000 to Gulfcoast Legal Services for FY 2017. Subject to such approval, further recommend authorizing the Mayor or his designee to execute the City’s form grant agreement and all other documents necessary to effectuate these transactions and authorizing the City Attorney or her designee to make non-substantive changes to the City’s form grant agreement.

COST/FUNDING/ASSESSMENT INFORMATION: The $20,000 was appropriated under the Social Action Funding Program and is available in the Veterans, Social and Homeless Services Budget (0001-080-2327).

ATTACHMENTS: Resolution

APPROVALS:

[Signature]
Administrative

[Signature]
Budget 11-3-16

Dennis L. Fuller
Resolution No. 2016-____

A RESOLUTION APPROVING FUNDING FOR GULFCOAST LEGAL SERVICES, INC. ("GULFCOAST") IN THE AMOUNT OF $20,000 FOR THE PERIOD OF OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017 ON THE RECOMMENDATION OF THE SOCIAL SERVICES ALLOCATIONS COMMITTEE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT WITH GULFCOAST AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg authorizes financial assistance to social service agencies in the community; and

WHEREAS, the Social Service Allocations Committee ("Committee") reviewed all eligible agencies and presented its recommendations to City Council on October 6, 2016;

WHEREAS, the Committee recommended funding for various eligible agencies, including funding for Gulfcoast Legal Services, Inc. ("Gulfcoast") as specified below; and

WHEREAS, on October 6, 2016, City Council approved funding for the other eligible agencies in accordance with the Committee’s recommendations, but requested the opportunity to review Gulfcoast’s plan to address the negative findings of its most recent federal audit prior to City Council approving funding for Gulfcoast; and

WHEREAS, City Council has reviewed that plan.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the recommendation of the Social Services Allocations Committee, Gulfcoast Legal Services, Inc. ("Gulfcoast") be funded, as set forth below, for the period of October 1, 2016 through September 30, 2017:
<table>
<thead>
<tr>
<th>Agency</th>
<th>Program</th>
<th>Amount</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulfcoast Legal Services, Inc.</td>
<td>Homeless Advocacy Project-legal assistance in obtaining public benefits (SSI, Food Stamps, medical care), also legal advice for veterans, seniors, unaccompanied youth</td>
<td>$20,000</td>
<td>Salary: Homeless Prevention &amp; Outreach Attorney and Paralegal staff</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the form grant agreement with Gulfcoast and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

LEGAL:  
City Attorney (Designee)  
ADMINISTRATION:  

City Attorney (Designee)  
00295020
St. Petersburg City Council
Meeting of November 21, 2016

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

SUBJECT: A resolution approving the agreement between the Society of St. Vincent de Paul South Pinellas, Inc. ("Agency"), and the City of St. Petersburg, Florida dated October 1, 2016 to provide funding for the St. Vincent de Paul CARE Center for the period of October 1, 2016 through September 30, 2017; authorizing the Mayor or his designee to execute the agreement; and providing an effective date.

EXPLANATION: The City has expressed a desire to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County. The Society of St. Vincent de Paul South Pinellas, Inc. ("Agency") is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose. This resolution authorizes funding in the amount of $148,633 for the St. Vincent de Paul CARE Center for the period of October 1, 2016 through September 30, 2017. The St. Vincent de Paul CARE Center is a 24/7 program that provides night shelter for up to 70 people per night, a day services program that provides case management, showers, restrooms, computers, clothing, assistance in applying for benefits, and other supportive services to assist the homeless in working towards self-sufficiency.

To more effectively serve the needs of their clients, and to lessen the impact on the surrounding neighborhoods, St. Vincent de Paul South Pinellas, Inc. (SVdPSP), has implemented a number of changes to their Night Shelter/CARE Center program. Beginning October 3, 2016, the total number of clients served on a daily basis is limited to a maximum of 120 people. Guests who wish to use the night shelter (maximum capacity 70 people), the adjacent courtyard (maximum capacity 50 people) and the CARE Center Day Services Program (maximum capacity 120 people), must register as a SVdPSP CARE Center client and agree to the following terms:

- Completion of a VI/SPDAT assessment (Vulnerability Index/Service Prioritization Decision Assistance Tool) to determine their level of vulnerability and assess their health and social needs.
- Work with a SVdPSP CARE Center Navigator on developing an individualized goal plan to achieve self-sufficiency/permanent housing.

Arm bands are issued monthly to each registered CARE Center participant. These arm bands must be worn to utilize the night shelter, courtyard and day services programs. The color of the arm bands changes monthly, and are utilized to identify the people registered as CARE Center clients. To continue receiving services, CARE Center clients must be recertified for the following month. To qualify for recertification, clients must demonstrate adequate progress in achieving the goals agreed to in their individual goal plan.
Effective December 1, 2016, SVdP has established the following goals for their CARE Center Program in FY 2017:

- A minimum of 90% of the people who remain in the program for a minimum of 14 days will have a VI/SPDAT assessment completed.
- A minimum of 90% of the clients who remain in the program for a minimum of 14 days will have a goal plan for achieving self-sufficiency/permanent housing completed by the end of the month. These goal plans will be updated monthly for clients who wish to remain in the program.
- A minimum of 20% of the clients who remain in the program for a minimum of 14 days will be placed in permanent, transitional or permanent supportive housing by the end of FY 2017 (September 30, 2017).

In Fiscal Year 2016, the City approved funding of $148,633 for the CARE Center. The $148,633 in funding for FY 2017 will be utilized by the Agency for salaries/fringe benefits and operational costs of the program.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funding for the St. Vincent de Paul CARE Center was appropriated and is available in the Veterans, Social and Homeless Services Budget (0001-080-2327).

**ATTACHMENTS:** Resolution

**APPROVALS:**

[Signature]  
Administrative

[Signature]  
Devis L. Fuller 11-3-16  
Budget
Resolution No. 2017-_______

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED $148,633 FOR THE SOCIETY OF ST. VINCENT DE PAUL, SOUTH PINELLAS, INC. TO OPERATE THE ST. VINCENT DE PAUL CARE CENTER FOR THE PERIOD COMMENCING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY’S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, the Society of St. Vincent de Paul, South Pinellas, Inc. is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, the St. Vincent de Paul CARE Center ("CARE Center") is a 24/7 program that provides night shelter for up to 70 people per night, and a day services program that provides case management, rest rooms and showers, and supportive services to assist the homeless in achieving self-sufficiency; and

WHEREAS, the City has previously supported the CARE Center and desires to continue supporting the CARE Center; and

WHEREAS, funding in the amount of $148,633 for the CARE Center is available in the Fiscal Year 2017, Veterans, Social and Homeless Services Department budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, funding in an amount not to exceed $148,633 for the Society of St. Vincent de Paul, South Pinellas, Inc. to operate the St. Vincent de Paul CARE Center for the period commencing October 1, 2016 and ending September 30, 2017 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City’s form grant agreement and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

APPROVED:

Legal Department
00289021
COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council

DATE: November 9, 2016

COUNCIL DATE: November 21, 2016

RE: Targeted Private Lateral Repair Program

ACTION DESIRED:

Respectfully requesting a referral to the Committee of the Whole to consider the referenced proposal and that administration be prepared to react to the idea.

RATIONALE:

The City's consultants estimate that 30-70% of the infiltration in our sewer system is caused by lateral pipes between the home or business and the city's main lines. We currently have no inspection process for either the public or private portion of the laterals. Cost estimates of repairs to private laterals range between $2,000 and $5,000. There is no incentive for private property owners to stop their leaking pipes until they no longer work. The City has to build sewer plants up to 7 times larger than needed to handle the infiltration at a capital and continuing costs of up to 100 million over 25 years. If we could identify the worst pipes, and get them fixed in an organized manner, all taxpayers would benefit from lower capital and operating costs.

Proposed program:

- Target the basins with the worst I&I.
- Target the worst basins that are served by the sewer plants most at risk.
- The City develop a program to inspect the laterals, public and private, in those basins.
- The City share the results with the property owners. Disclose at time of sale. Identify the problem laterals.
- The City do a bulk bid for lateral replacement - public and private. The City replace public laterals in targeted basins. The City offer customer the option of the City arranging for private lateral replacement by a City contractor or citizen may hire a private contractor.
- The City offer zero interest financing for up to ten years. The payment ideally is on tax bill as part of a special taxing district.
- The City enact an up-charge on the property tax bill after one year to property owners with identified bad laterals who choose to not repair the laterals. Funds would go toward the sewer system repairs. By putting it on the tax bill, the property owner rather than the tenant is responsible for the cost.

Karl Nurse
Council Member
TO: Members of City Council

DATE: November 10, 2016

COUNCIL DATE: November 21, 2016

RE: Referral to the Budget, Finance & Taxation Committee
My Sistah’s Place Funding

ACTION DESIRED:

Respectfully request to refer to the Budget, Finance & Taxation Committee a request to provide $50,000 of one time funding from the remaining BP settlement funds for My Sistah’s Place, a home for young women aging out of foster care. Attached is a letter of support from Commissioner Ken Welch and an itemized budget.

Steve Kornell, Council Member
District 5
## GOLDEN GENERATIONS, INC. - MY SISTAH’S PLACE
CITY OF ST. PETERSBURG PROGRAM BUDGET REQUEST

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<th>LINE ITEM</th>
<th>CITY OF ST. PETE REQUEST</th>
<th>DESCRIPTION</th>
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<td>Transportation</td>
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<td>Communications</td>
<td>$2,000,000</td>
<td>Office Phone system and four (4) cell phones for</td>
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<tr>
<td>Equipment</td>
<td>$4,000.00</td>
<td>Four (4) laptops w/software</td>
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<td>Professional Development Training</td>
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<td>CPR, First Aide, etc.</td>
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<td>Marketing Materials</td>
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<td>Home Furnishings</td>
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<td>Livingroom, dining room, and bedroom furnishings, kitchen essentials, bathroom essentials</td>
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<td>Home Renovations</td>
<td>$4,500.00</td>
<td>Purchase ten (10) windows plus Installation</td>
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<tr>
<td>Security System</td>
<td>$2,300.00</td>
<td>Installation of indoor/outdoor security system</td>
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<tr>
<td>Fencing</td>
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<td>Remove existing and install new fencing</td>
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<tr>
<td>Backyard Renovation/Furnishings</td>
<td>$6,500.00</td>
<td>Remodel and furnish backyard for events and quiet reflection space</td>
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**TOTAL CITY OF ST. PETERSBURG BUDGET REQUEST** $50,000.00
November 10, 2016

Council Member Steve Kornell
P. O. Box 2842
St Petersburg, FL 33731

Dear Council Member Kornell:

I am writing today to express my support for Golden Generation’s My Sistah’s Place program, a program that will provide transitional housing for young ladies aging out of foster care in an effort to enhance their life skills and prepare them for transition into adulthood.

The Pinellas Board of County Commissioners approved a grant in the amount of $100,000 to purchase the home that will house Golden Generation’s My Sistah’s Place Program.

With over 300 young adults in Pinellas County aging out of state run institutions every year, it is vital for these individuals to have access to important resources such as those provided by My Sistah’s Place program. By providing housing, promoting education, developing leadership skills, and increasing employability, the program will give young women in Pinellas County a better chance at a successful future.

I truly believe that this program will play a crucial role in the betterment of our youth in Pinellas County. I urge your support for this great community project.

Sincerely,

Kenneth T. Welch

KENNETH T. WELCH
Pinellas Board of County Commissioner
TO: Members of City Council

DATE: November 10, 2016

COUNCIL DATE: November 21, 2016

RE: Sewage Report Information Request

ACTION DESIRED:

Respectfully requesting that the attached information be included in the Sewage Report at the City Council meeting on November 21, 2016.

Steve Kornell, Council Member
District 5
MEMORANDUM
Office of City Council

TO: Mayor Rick Kriseman and Members of City Council
FROM: Steve Kornell, Council Member, District 5
SUBJECT: Biosolids Project Concerns
DATE: November 10, 2016

I have some concerns regarding the Biosolids project and the plan that was presented at the Committee of the Whole meeting on October 27, 2016 to bypass the headworks at the SW plant, and increasing the size of the soon-to-be installed splitter box, in order to avoid unauthorized sewage discharges during above-average rain events. At the time I asked how skipping the filtering that happens at the headworks would affect the rest of the plant and was assured it would be fine because this procedure would only happen during above-average rain events. I was also assured that the issues that the debris would create for other parts of the plant would be minimal because this procedure would only happen during an above-average rain event, which is not often. This made me feel comfortable enough to move the project forward.

I recently reviewed item B-4 from the June 2, 2016 City Council meeting. This item was to rehabilitate a filter in the headworks at the NE plant. The following paragraph is directly from the backup material provided to City Council at the time.

”The barscreen removes foreign materials and debris from the wastewater entering the plant through the influent channel protecting the influent pumps, piping, headwork’s equipment, fine barscreen and other downstream equipment. If not removed, large chunks of debris can damage pumps and equipment or hinder the treatment process in the Water Reclamation Facility which can be costly in repairs and downtime.”

It is obvious that what was presented to City Council on June 2 is very different than what was said in answer to my questions at the Committee of the Whole on October 27, 2016. I would like further clarification.

- Could the resultant debris cause a shutdown at a plant that necessitates a discharge during a weather event?
• Could debris that travels farther into the plant, because of bypassing the headworks, cause equipment to jam, necessitating a sewer discharge?

• Is there a way of filtering the flow further downstream during times when we bypass the headworks, to still remove the large debris?

I fully recognize this problem is multi-faceted and complex and that there is a need for urgency to protect our environment. I would just like a little more consideration of this point as there seems to be two different statements on the issue.

Thank you.

c: Kanika Tomalin, Deputy Mayor
   Gary Cornwell, City Administrator
   Kevin King, Chief of Staff
   Claude Tankersley, Public Works Administrator
TO:   Members of City Council  
DATE:   November 14, 2016  
COUNCIL DATE:   November 21, 2016  
RE:   Marijuana Dispensaries Zoning Decisions  

ACTION DESIRED:  
Respectfully request to refer to a Committee of the Whole or a Public Services & Infrastructure committee a discussion on zoning for marijuana dispensaries in city limits.  

RATIONAL:  
On November 8, 2016, Florida voters passed the medical marijuana state constitutional Amendment 2 with 71% approval. The amendment takes effect January 3, 2017. County and local jurisdictions like the City of St. Petersburg need to discuss determination of allowable sites for dispensing facilities. 

The state has full regulation over dispensing facilities, although local governments may determine number, location, and permitting that does not conflict with state law. A moratorium may be in order until Pinellas County and city jurisdictions settle on zoning regulations regarding location and number of marijuana dispensaries. 

Citrus County, for example, recently passed an ordinance anticipating passage of Amendment 2. Citrus County zoning allows dispensaries in industrial zones, and as a conditional use in commercial and light industry zoning areas. Marijuana dispensing facilities cannot be within 1000 feet of a school, church, day care, or park. Many counties ruled that marijuana dispensing facilities need to be at least a mile apart from each other. Miami Dade prohibits dispensaries from operating with 500 feet of a residential area. 

St. Petersburg also needs to discuss such zoning considerations and coordinate with the county on emerging recommendations.  

Darden Rice, Council Vice Chair  
District 4
RESOLUTION NO. ___

A RESOLUTION APPROVING THE RECOMMENDATION OF THE BUDGET, FINANCE AND TAXATION COMMITTEE TO PERFORM A MANAGEMENT EVALUATION OF THE WATER RESOURCES DEPARTMENT FOR FISCAL YEAR 2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.05(b) of the City Charter requires that at least once every two years the City Council shall discuss and make a decision as to whether or not a management evaluation is needed; and

WHEREAS, the Budget, Finance and Taxation Committee, during several meetings, discussed the possibility of a management evaluation of the Purchasing and Materials Management Department or the Water Resources Department; and

WHEREAS, on November 10, 2016, the Budget, Finance and Taxation Committee discussed the need to perform and voted to perform a management evaluation of the Water Resources Department in an amount not to exceed $75,000; and

WHEREAS, upon approval by City Council, staff will bring a scope of the management evaluation to the Budget, Finance and Taxation Committee and begin the process for request for proposals for a management evaluation of the Water Resources Department.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that a management evaluation of the Water Resources Department in an amount not to exceed $75,000 is hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVAL:

__________________________________  
City Attorney  

00296467
City of St. Petersburg
Youth Services Committee Report
Thursday, November 10, 2016
10:30 a.m.

Room 100

Members and Alternates: Council Members Amy Foster (Chair), Lisa Wheeler-Bowman (Vice-Chair), Charlie Gerdes, and Karl Nurse; Alternate – Darden Rice

Support Staff: Mike Jefferis, Parks and Recreation Director

A. Call to Order and Roll Call – Council Member Amy Foster, Committee Chair
The meeting was called to order by Chair Foster. Council members in attendance were Amy Foster, Charlie Gerdes, Karl Nurse, Darden Rice, and Lisa Wheeler-Bowman.

B. Approval of minutes for Youth Services Committee – August 11, 2016
The minutes for the meeting of August 11, 2016 were approved as submitted.

C. Agenda Items

1. Rev. Kenny Irby, Community Intervention Director with the St. Petersburg Police Department appeared before the Youth Services Committee and led the discussion regarding the Cohort of Champions program, an offshoot of My Brother’s and Sister’s Keeper citywide initiative. Accompanying Rev. Irby were Mr. Erik Smith, MBSK Subcommittee Chair, Ms. Leah McRae, Education and Community Engagement Director, and Ms. Nikki Gaskin-Capehart, Urban Affairs Director.

The Cohort of Champions youth training platform was devised to provide high-risk boys and young men educational, career readiness, and personal development opportunities. This first year pilot program is aimed at reaching those populations between the ages of 12 to 24. Presently, applications are being accepted for admittance into the program, and 100 participants will be selected to take part in the initiative which is scheduled to begin in January, 2017.

D. Next Meeting Date – Thursday, December 8, 2016

E. Adjournment – Meeting was adjourned at 11:59 a.m.
ST. PETERSBURG CITY COUNCIL

MEETING OF: November 21, 2016

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1571

EXPLANATION: The Sanitation Department has cleared the following number of properties under Chapter 16 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

LCA: 1571
NUMBER OF STRUCTURES: 145
ASSESSABLE AMOUNT: $28,859.87

According to the City Code, these assessments constitute a Lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $28,859.87 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ________________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: __________________________ AGENDA NO. ___________
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**City of St. Petersburg**
Special Assessments Division
FINAL ASSESSMENT ROLL
11-21-2016

**ASSESSMENT NUMBER** | **OWNER NAME** | **MAILING ADDRESS** | **PARCEL ID** | **LEGAL DESCRIPTION** | **PROPERTY ADDRESS** | **ORIGINAL ASSESSMENT**
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LCA 1571 71286 | MYERS, DORIS I | 1323 ASTURIA WAY S | 01 32 16 49392 063 0420 | LAKewood ESTATes SEC A BLK 63, LOT 42 | 1323 ASTURIA WAY S | 184.38
LCA 1571 71287 | GREGORY, PAUL | 2034 CAESAR WAY S | 01 32 16 49428 070 0080 | LAKewood ESTATes SEC B BLK 70, LOT 6 | 2034 CAESAR WAY S | 184.38
LCA 1571 71288 | PROPERTY TENDERS LLC | 3384 US HIGHWAY 9 | 02 32 16 49482 106 0080 | LAKewood ESTATes SEC D BLK 106, LOT 5 & NE'LY 1/2 OF LOT 4 & ALL OF LOT 6 | 2633 COLUMBUS WAY S | 184.38
LCA 1571 71289 | GADDY, MARION | 2525 MADRID WAY S | 02 32 16 49662 004 0120 | LAKewood ESTATes TRACTS 10-11 BLK 4, LOT 12 | 2525 MADRID WAY S | 184.38
LCA 1571 71290 | NAAR, ANSELMO | 500 56TH AVE S | 02 32 16 49740 000 0140 | LAKewood RANCH ESTATes SUB LOT 14 | 2636 BETHEL CT S | 184.38
LCA 1571 71291 | NEELEY, DOROTHY A | PO BOX 531403 | 27 31 16 49879 006 0090 | LANE'S, PAT RESUB BLK 6, LOT 9 | 3811 14TH AVE S | 184.38
LCA 1571 71292 | ROLFE, LAKEYCIA S | PO BOX 17452 | 30 31 17 50400 010 0100 | LAUGHNER'S EXTENSION OF KERR ADD | 1742 7TH ST S | 184.38

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**Total Number of Assessments:** 145

**Total Assessment Amount:** 28,859.87
LOT CLEARING NUMBER 1571
COST / FUNDING / ASSESSMENT INFORMATION

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A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1571; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1571 have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council did meet at the time and place specified in the notice and heard any and all complaints that any person affected by said proposed assessments wished to offer; and

WHEREAS, City Council has corrected any and all mistakes or errors appearing on said preliminary assessment rolls.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the preliminary assessment rolls for Lot Clearing No. 1571 are approved; and

BE IT FURTHER RESOLVED that the principal amount of all assessment liens levied and assessed herein shall bear interest at the rate of 12% per annum from the date of this resolution.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
ST. PETERSBURG CITY COUNCIL

MEETING OF: November 21, 2016

TO:
COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT:
Confirming Preliminary Assessment for Building Securing Number SEC 1217

EXPLANATION:
Codes Compliance Assistance has secured the attached structures which were found to be unfit or unsafe under Chapter 8 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

SEC: 1217
NUMBER OF STRUCTURES 18
ASSESSABLE AMOUNT: $3,094.75

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $3,094.75 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:

COUNCIL ACTION:

FOLLOW-UP: AGENDA NO.
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>OWNER NAME</th>
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<tr>
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<td>BOWEN, SCOTT T</td>
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TOTAL NUMBER OF ASSESSMENTS:  18  
TOTAL ASSESSMENT AMOUNT:  3,094.75
# BUILDING SECURING NUMBER SEC 1217

## COST/FUNDING/ASSESSMENT INFORMATION

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<th>CATEGORY</th>
<th>AMOUNT TO BE ASSESSED</th>
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<td>SECURING COST</td>
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<td>MATERIAL COST</td>
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<td>LEGAL AD</td>
<td>$ 469.75</td>
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<tr>
<td>ADMIN. FEE</td>
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TOTAL: $ 3,094.75
A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1217 ("SEC 1217") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to secure certain properties; and

WHEREAS, the structures so secured are listed on Securing Building No. 1217 ("SEC 1217"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such securing against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on November 21, 2016, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1217 ("SEC 1217") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

\[Signature\]

City Attorney (Designee)
TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number DMO 443

EXPLANATION: The privately owned structures on the attached list were condemned by the City in response to unfit or unsafe conditions as authorized under Chapter 8 of the St. Petersburg City Code. The City's Codes Compliance Assistance Department incurred costs of condemnation/secure/appeal/abatement/demolition and under the provisions of City Code Section 8-270, these costs are to be assessed to the property. The interest rate is 12% per annum on the unpaid balance.

DMO: 443
NUMBER OF STRUCTURES: 1
ASSESSABLE AMOUNT: $16,690.00

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $16,690.00 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: __________________________

COUNCIL ACTION: _______________________

FOLLOW-UP: _________________________ AGENDA NO. ____________
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<th>ASSESSMENT NUMBER</th>
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TOTAL NUMBER OF ASSESSMENTS: 1

TOTAL ASSESSMENT AMOUNT: 16,690.00
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<td><strong>TOTAL:</strong></td>
<td><strong>$16,690.00</strong></td>
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A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 443 ("DMO NO. 443") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to demolish certain properties; and

WHEREAS, the structures so demolished are listed on Building Demolition No. 443 ("DMO No. 443"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such demolition against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on November 21, 2016, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 443 ("DMO No. 443") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
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 xxx phone calls and xx 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.

City Council Action: On November 3, 2016 the City Council conducted the first reading of the attached proposed ordinance, and set the second reading and public hearing for November 21, 2016.

Recommended City Council Action: 1) CONDUCT the second reading and public hearing; AND 2) ADOPT the ordinance.

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 1ST STREET SOUTH AND 4TH STREET SOUTH AND BETWEEN 5TH 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 (5th) 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

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT DATE 10-21-16

ASSISTANT CITY ATTORNEY DATE 10-20-16
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 supersedes 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 2nd Street right-of-way and within a utility easement in the former 2nd 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-feet utility easement which is the extension of Seventh Avenue South; a 12-inch and a 6-inch main exist within 1st Street South; and an 8- and a 12-inch main exist within 3rd 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 4th Street South and 11th Avenue South, running east one half block, then turning north in an easement to a manhole halfway between 6th and 7th 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 1st Street South, midway between 6th and 7th Avenues, running west to 3rd Street where it turns south and continues to 11th Avenue South. At 11th Avenue South, the force main turns west and continues beyond the campus boundary at 4th 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 backlog 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

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<thead>
<tr>
<th>Facility</th>
<th>Gallons per person per day</th>
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</thead>
<tbody>
<tr>
<td>Northeast wastewater service area</td>
<td>173</td>
</tr>
<tr>
<td>Albert Whitted wastewater service area*</td>
<td>166</td>
</tr>
<tr>
<td>Southwest wastewater service area</td>
<td>161</td>
</tr>
<tr>
<td>Northwest wastewater service area</td>
<td>170</td>
</tr>
</tbody>
</table>

* 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
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  

______________________________  

Chandrahasa Srinivasa, City Clerk  

______________________________  

(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**

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<th>Space Type</th>
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<td>Parking Structure (Phase I – 1160 cars)</td>
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</table>

**CONSTRUCTION COMPLETED BETWEEN 2004 - 2016**

<table>
<thead>
<tr>
<th>Space Type</th>
<th>GSF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic/Research:</td>
<td>102,872</td>
</tr>
<tr>
<td>Support Facilities:</td>
<td>217,767</td>
</tr>
<tr>
<td>Parking Structure (Phase I – 1160 cars)</td>
<td>375,000 GSF</td>
</tr>
<tr>
<td><strong>TOTAL CONSTRUCTED</strong></td>
<td><strong>320,639 GSF</strong></td>
</tr>
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</table>

**CONSTRUCTION PROPOSED BETWEEN 2016 - 2025**

<table>
<thead>
<tr>
<th>Space Type</th>
<th>GSF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic/Research:</td>
<td>52,800</td>
</tr>
<tr>
<td>Support Facilities:</td>
<td>449,400</td>
</tr>
<tr>
<td>Parking Structure (Phase II – 450 Cars)</td>
<td>140,000 GSF</td>
</tr>
<tr>
<td>SW Parking Structure (1,000 cars)</td>
<td>350,000 GSF</td>
</tr>
<tr>
<td><strong>TOTAL PROPOSED</strong></td>
<td><strong>502,200 GSF</strong></td>
</tr>
</tbody>
</table>
EXHIBIT "B"
GEOGRAPHIC AREA COVERED BY THE AGREEMENT
Legend

10 Year Plan
Illustrative Plan
Urban Design

Exhibit B
(Figure 2-a)
University of South Florida
St. Petersburg
Comprehensive Master Plan
Urban Design
Illustrative Plan

Legend

Exhibit B
PUBLIC HEARING

B. City File USFSP-2016

Location: The estimated 63.4 acre University of South Florida St. Petersburg (USFSP) Campus is generally located between 1st Street South and 4th Street South and between 5th 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.

City File #USFSP-2016
Agenda Item IV-B

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 - 7th Avenue South
St. Petersburg, FL 33701

REPRESENTATIVE: Jim Grant, Construction Project Manager
Facilities Services
University of South Florida St. Petersburg
140 - 7th 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 1st Street South and 4th Street South and between 5th 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 18th 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

*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 2nd 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 5th Avenue South and 3rd 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 1st Street South and 4th Street South and between 5th 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) 22nd Avenue North from 34th Street to 22nd Street, 2) 38th Avenue North from 49th Street to 34th 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 4th Street corridor, but also provides service to 6th Avenue South, 1st Street, 4th Avenue South, 5th Avenue South and 3rd and 4th Streets in the vicinity of USFSP. Route 32 provides service to 6th Avenue South and 3rd Street. Route 14 provides service to 6th Avenue South, 4th Street South and 3rd 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.
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
<table>
<thead>
<tr>
<th>Page No.</th>
<th>Location</th>
<th>Type</th>
<th>Comment</th>
<th>Status from 6/17/16 Meeting</th>
<th>Follow-Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-16</td>
<td>Figure 1-a</td>
<td>Comment</td>
<td>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. RESPONSE: This is understood by USFSP.</td>
<td>Understood</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Comment</td>
<td>The City sold USFSP the property north of the 11th Avenue South alignment and retained an access and public utility easement over the 11th Avenue South right of way east of 3rd 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. RESPONSE: This is understood by USFSP. Drawing has been revised accordingly.</td>
<td>Addressed</td>
<td>N/A</td>
</tr>
<tr>
<td>4-2</td>
<td>Land Use Changes</td>
<td>Map labeling</td>
<td>“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.” RESPONSE: The Tavern and Grind will be labeled on the Illustrative Plan.</td>
<td>Addressed</td>
<td>N/A</td>
</tr>
<tr>
<td>4-2</td>
<td>Off-Campus Development</td>
<td>Substantive</td>
<td>This section could explicitly reference the &quot;Innovation District&quot; which appears to be what it is describing. Such a reference would strengthen the connection between USFSP and the adjoining Innovation District. RESPONSE: &quot;Off-Campus&quot; paragraph has been modified to include reference to and support of the &quot;Innovation District&quot;.</td>
<td>Addressed</td>
<td>N/A</td>
</tr>
<tr>
<td>4-3</td>
<td>Land Use/Density Districts</td>
<td>Map labeling</td>
<td>&quot;District 3, west of Fourth Street South, is designated as an &quot;Academic&quot; area, recognizing its linkage with other institutions to the west of the campus.&quot; Figure 4-d actually calls area 3 &quot;Related Agencies&quot; and not &quot;Academic.&quot; RESPONSE: Figure 4-d will be revised to label area 3 as &quot;Research&quot; in lieu of Academic.</td>
<td>Addressed</td>
<td>N/A</td>
</tr>
<tr>
<td>4-4</td>
<td>Plan Framework for Land Use</td>
<td>Substantive</td>
<td>&quot;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, DWMP, Innovation District, etc.). RESPONSE: The paragraph has been modified to include reference to the comprehensive plan and innovation district as well a reinforcement of the City grid.</td>
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<td>Figure 4-b Organization</td>
<td>Why is the first figure that appears in Element 4 labeled Figure 4-b and not Figure 4-a? RESPONSE: Added figure 4-a Comprehensive Plan.</td>
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<td>Figure 4-b Map labeling</td>
<td>The term &quot;Studebaker Building&quot; appears over the 4th St S ROW and not a building. RESPONSE: The text has a leader to the building. Drawing has been modified to make clear.</td>
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<td>Figure 4-b Map labeling</td>
<td>The term &quot;Related agencies&quot; on this map appears on a different location than on Figure 4-d. RESPONSE: Figure 4-d is a broad district map.</td>
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<td>Urban Design Element Comment</td>
<td>Urban design principles should be implemented in future projects, thereby considering how articulation, transparency, and building scale influence the pedestrian experience. RESPONSE: Added the above text at the end of the first paragraph.</td>
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<td>Urban Design Element Comment</td>
<td>City staff recommends creation of a policy acknowledging the following, &quot;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.&quot; RESPONSE: The University prefers not to add this at this time. The master plan is reinforcing undergraduate housing.</td>
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<td>4A-1</td>
<td>Urban Design Element</td>
<td>Substantive</td>
<td></td>
<td>Understood</td>
<td>N/A</td>
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<td>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 3rd Street and 6th 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. RESPONSE: The University understands the City’s position on this issue. At this time preference is to maintain the document as currently written.</td>
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| | | 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:  
- Page 4-9, Objective 4.5 - “minimize off-campus constraints to campus development”  
- Pages 4-11&12, Objective 4.10-24 “avoid building construction on the street corridors currently traversing the campus”  
- Page 4A-1: “street corridors are converted to pedestrian concourses”  
- Page 4A-3, Objective 4A.1 - street closures  
- Section 5 is focused on the street closures; Policy 5.12.3 specifically calls for the vacation of certain existing roadways  
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 4th 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. 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. | | Can't recall if Tom and Cheryl were OK with this one. |
<p>| 4A-1 | Context | Substantive | Opportunity to talk about the Innovation District. RESPONSE: Included text within the Context paragraph describing the Innovation district. | 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. RESPONSE: Figure reference was changed to 2-a which references the illustrative plan. Added a reference to Figure 4A-c in Objective 4A.4. | Addressed | N/A |
| 4A-4 | Policy 4A.4.3 | 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) in now included in Element 4 (Land Use Element)? 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. | Addressed | N/A |
| 4A-5 | Policy 4A.6.1 | Clarification | &quot;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.&quot; 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? RESPONSE: Modified the wording of this paragraph to an action. | Addressed | N/A |
| 4A-5 | Objective 4A.8 | Substantive | Opportunity to talk about the Innovation District. RESPONSE: Added text referencing the Innovation District. | Addressed | N/A |
| S-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 &amp; ride that’s proposed. RESPONSE: Added reference to the potential bike share program in Policy 5.4.3. | Wordsmithed language in meeting to recognize bike share is happening Fall 2016: &quot;and the Bike Share program&quot; | N/A |
| S-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). RESPONSE: Text has been corrected in both locations. | Addressed | N/A |</p>
<table>
<thead>
<tr>
<th>Page</th>
<th>Section</th>
<th>Type</th>
<th>Description</th>
<th>Response</th>
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</thead>
<tbody>
<tr>
<td>5-4</td>
<td>Policy 5.4.6</td>
<td>Clarification</td>
<td>“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.” 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. <strong>RESPONSE: The additional agencies have been added to Policy 5.4.6.</strong></td>
<td>Addressed but the heads up was given that while the MPO will always be a MPO (Federal law) it has rebranded itself as &quot;Forward Pinellas&quot; to recognize the joining of land use and transportation planning (MPO + PPC)</td>
</tr>
<tr>
<td>5-4</td>
<td>Policy 5.5.2</td>
<td>Update</td>
<td>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. <strong>RESPONSE: Support and coordination for the I-175 access ramp with the City has been added to the policy.</strong></td>
<td>Addressed</td>
</tr>
<tr>
<td>5-5</td>
<td>Objective 5-6</td>
<td>Substantive</td>
<td>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. <strong>RESPONSE: Policy 5.6.1 and 5.6.2 have been modified to incorporate the above comments.</strong></td>
<td>Addressed</td>
</tr>
<tr>
<td>5-6</td>
<td>Policy 5.7.2</td>
<td>Substantive</td>
<td>The document should reference USFSP’s participation in the U-pass program when describing its goal of encouraging use of mass transit systems. <strong>RESPONSE: The U-pass program has been included in the mass transit goal.</strong></td>
<td>Follow-up needed</td>
</tr>
<tr>
<td>5-7</td>
<td>Comment</td>
<td>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. RESPONSE: The title has been changed to “Pedestrian and Non-Motorized Vehicular Circulation.”</td>
<td>Addressed</td>
<td>N/A</td>
</tr>
<tr>
<td>5-8</td>
<td>Plan Framework for Pedestrian and Non-Vehicular Circulation</td>
<td>Substantive</td>
<td>“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 DWMP). RESPONSE: Reference has been included to the DWMP.</td>
<td>Addressed</td>
</tr>
<tr>
<td>5-9</td>
<td>Goal</td>
<td>Substantive</td>
<td>Add policy for educational opportunities coordinated with the Transportation Management Organization (TMO) for improvements to promote safety of the off-campus bicycle routes. RESPONSE: Added policy 5.9.3 for coordination with the TMO</td>
<td>Addressed</td>
</tr>
<tr>
<td>5-10</td>
<td>Policy 5.10.4</td>
<td>Comment</td>
<td>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. RESPONSE: Policy 5.10.4 has been modified to include repair stations.</td>
<td>Addressed</td>
</tr>
<tr>
<td>5-11</td>
<td>Policy 5.12.3</td>
<td>Substantive</td>
<td>Contains statements about vacating portions of 2nd Street So., 3rd Street So., and 6th 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. RESPONSE: The University understands the City's position on this issue but at this time will not be modifying the master plan document.</td>
<td>Understood</td>
</tr>
<tr>
<td>5-15</td>
<td>Figure 5-c</td>
<td>Comment and Clarification</td>
<td>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 &quot;Bart Bus Stop&quot; without defining what Bart means. RESPONSE: Exhibit will be updated in a future amendment. The current exhibit will be modified to remove reference to BART.</td>
<td>Follow-up needed</td>
</tr>
<tr>
<td>5-17</td>
<td>Figure 5-e</td>
<td>Comment</td>
<td>Shows a pedestrian circulation plan, though no bicycle circulation plan has been provided. RESPONSE: Title of exhibit will be changed to &quot;Pedestrian / Non-Vehicular&quot; Circulation</td>
<td>Addressed</td>
</tr>
<tr>
<td>7-7</td>
<td>Summary of Objectives and Policies</td>
<td>Comment</td>
<td>WRD uses 1,000 gpm as a minimum requirement for fire hydrant flows when designing water system upgrades and expansions. RESPONSE: Acknowledged.</td>
<td>Addressed</td>
</tr>
<tr>
<td>7-10</td>
<td>Plan Framework for Sanitary Sewer</td>
<td>Update</td>
<td>&quot;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).&quot; AWWRF is shut down, flows now go to the SWWRF; language needs to be updated. RESPONSE: Text has been updated to reflect new route.</td>
<td>Addressed</td>
</tr>
<tr>
<td>8-1</td>
<td>Plan Framework for Conservation</td>
<td>Update</td>
<td>&quot;The City of St. Petersburg Building Code mandates base floor elevations to be 1' above base flood elevations.&quot; 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. RESPONSE: The text has been changed from 1' to 2 above base flood elevations.</td>
<td>Follow-up needed</td>
</tr>
<tr>
<td>8A-1</td>
<td>Plan Framework for Coastal Management</td>
<td>Update</td>
<td>&quot;City of St. Petersburg Building Code has defined the minimum base floor elevation as 1' above base flood elevation.&quot; 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. RESPONSE: The text has been changed from 1' to 2' above the base flood elevations.</td>
<td>Follow-up needed</td>
</tr>
<tr>
<td>8A-1</td>
<td>Plan Framework for Coastal Management</td>
<td>Substantive</td>
<td>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 DWMP). RESPONSE: Reference and additional text has been included regarding the DWMP and Poynter park.</td>
<td>Addressed</td>
</tr>
<tr>
<td>8A-1</td>
<td>Plan Framework for Coastal Management</td>
<td>Organization</td>
<td>These figures appear to be the exact same. RESPONSE: Figure 8-a will be revised to indicate reclaimed water.</td>
<td>Addressed</td>
</tr>
<tr>
<td>9-3</td>
<td>Objective 9.1</td>
<td>Update</td>
<td>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. RESPONSE: The 6th bullet on page 9-1 has been modified to reference the improvement made by parks and Recreation.</td>
<td>Addressed</td>
</tr>
<tr>
<td>Tab</td>
<td>Column 1</td>
<td>Column 2</td>
<td>Column 3</td>
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<tr>
<td>11-1</td>
<td>Introduction</td>
<td>Update</td>
<td>“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. 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.</td>
<td>Addressed</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Update</td>
<td>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. RESPONSE: It is unclear where this comment is referenced from.</td>
<td>Follow-up needed</td>
<td>Cheryl will follow-up to pinpoint the origin of the comment</td>
</tr>
<tr>
<td>B4-11</td>
<td>Table III 4-a</td>
<td>Substantive</td>
<td>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). RESPONSE: The &quot;projected&quot; table has been changed to III 4-b. The square footages have been checked and believed to be accurate.</td>
<td>Follow-up needed</td>
</tr>
<tr>
<td>B5-5</td>
<td>6C-21.205(1)(C)</td>
<td>Update</td>
<td>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.” RESPONSE: The table has been updated with information received from the City of St. Petersburg. The text &quot;accidents&quot; has been changed to &quot;crashes&quot;</td>
<td>Addressed</td>
</tr>
<tr>
<td>B5-8</td>
<td>6C-21.205(1)(H)</td>
<td>Update</td>
<td>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. RESPONSE: The Trip Generation Manual has been changed to the 9th edition.</td>
<td>Addressed</td>
</tr>
<tr>
<td>85-9 6C-21.205(1) (1)(J)</td>
<td>Update</td>
<td>PSTA has a more recent system map than 2011. More recent Downtown Looper data is available. This information should be updated accordingly. RESPONSE: The PSTA map has been updated.</td>
<td>Follow-up needed</td>
<td>Cheryl/Tom pointed out that the bus routes have changed (Feb. 2016) since this last draft and should be further updated.</td>
</tr>
<tr>
<td>B7-5 6C-21.207(4) (4)(B)</td>
<td>Update</td>
<td>There is no moratorium on the extension of reclaim water main. RESPONSE: The text has been changed to reflect NO moratorium on the extension of reclaim water.</td>
<td>Addressed N/A</td>
<td></td>
</tr>
<tr>
<td>B7-9 6C-21.207(7) (7)(A)</td>
<td>Update</td>
<td>The City of St. Petersburg owns and operates the sanitary collection system and provides treatment at the Albert-Whitted Water Reclamation Facility (AWWRF). The AWWRF is to be decommissioned. Sewer flow to the facility will be intercepted and repurposed by a 30&quot; force main generally in 6th Ave. S. to the Southwest Water Reclamation Facility (SWWRF). Dames &amp; 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. RESPONSE: Text has been modified per the above.</td>
<td>Addressed N/A</td>
<td></td>
</tr>
<tr>
<td>B7-9 6C-21.207(7) (7)(B)</td>
<td>Update</td>
<td>All campus-discharged wastes are conveyed by the City's collection system to the nearby AWWRF or in the future to the SWWRF. Those lines existing within the rights-of-way are owned and maintained by the City... RESPONSE: Text has been modified per the above.</td>
<td>Addressed N/A</td>
<td></td>
</tr>
<tr>
<td>B7-11 6C-21.207(8) (8)(B)</td>
<td>Update</td>
<td>The AWWRF has a permitted capacity of 12-42 MG/D and can adequately handle future developments at USFSP. The City of St. Petersburg has indicated to the transfer of flow to the AWWRF to the Southwest WRF is pending. The City has established the following level of service standards for sanitary sewer: AWWRF 166 gallons per person per day, SWWRF 161 gallons per person per day. RESPONSE: Text has been modified per the above.</td>
<td>Addressed N/A</td>
<td></td>
</tr>
<tr>
<td>B7-11 6C-21.207(8) (8)(D)</td>
<td>Update</td>
<td>The AWWRF and the SWWRF are regulated by the FDEP... RESPONSE: Text has been modified per the above.</td>
<td>Addressed N/A</td>
<td></td>
</tr>
</tbody>
</table>

Table includes review comments from the following:
- Parks and Recreation Department
Item I-5 backup will be available at a later date.

Ordinance 249-H enacting year-end appropriation adjustments for Fiscal Year 2016 for the operating budget and capital improvement program budget and adjustments to the Fiscal Year 2017 budget.
MEMORANDUM
Council Meeting of November 21, 2016

TO: City Council Chair and Members of City Council

FROM: Heather K. Judd, Assistant City Attorney

RE: An Ordinance to repeal Chapter 28 and Replace with a new Chapter 28, Vehicles for Hire

Please see attached for public hearing an Ordinance which proposes repealing Chapter 28 of the St. Petersburg City Code and replacing with a new Chapter 28, Vehicles for Hire. The issue was first discussed at a Council workshop in February 2015. The proposed ordinance was discussed at the Public Services and Infrastructure meetings of September 22 and October 13, 2016. At the October 13th meeting, the committee voted to move the ordinance to first reading with certain changes. Those changes were incorporated into the attached proposed ordinance draft. Please note administration continues to discuss the business tax component with the industry and may propose changes to this draft before your consideration. Please contact me if you have any questions about the attached ordinance.

The first reading of this proposed ordinance was on November 10, 2016.

Attachments: Ordinance
AN ORDINANCE OF THE CITY OF ST. PETERSBURG, REPEALING CHAPTER 28 IN ITS ENTIRETY, AND REPLACING IT WITH A NEW CHAPTER 28, PUBLIC VEHICLES; REGULATING ALL ASPECTS OF ANY KIND FOR THE OPERATION OF TRANSPORTATION FOR HIRE; AMENDING CATEGORIES RELATING TO FEES FOR PUBLIC VEHICLES IN SECTION 12-6(9); AMENDING CHAPTER 26 TO REMOVE REFERENCES TO TAXI OR TAXICAB STANDS AND REPLACE WITH CERTIFIED PUBLIC VEHICLE STANDS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1: Chapter 28 of the St. Petersburg City Code is hereby repealed in its entirety and is replaced with a new Chapter 28 to read as follows:

Chapter 28 – Public Vehicles

28-1 Definitions

As used in this chapter the following terms shall have the meanings ascribed to them:

Car service means any motor vehicle, which provides seating accommodations for not more than 29 passengers, including the driver, not including exempt vehicles, which is operated for compensation.

Certified means a vehicle or company that has completed and received Optional Certification by the City.

Driver means an individual who operates or is in actual physical control of a public vehicle.

Exempt vehicles means one of the following:

(1) Motor vehicles used exclusively in transporting children to and from schools under contract with school officials.

(2) Hearses and ambulances when operated by licensed embalmers, morticians, or ambulance service companies or their agents or employees in this State.

(3) Motor vehicles designed, constructed, reconstructed or operated for the transportation of persons with nonemergency conditions where no medical assistance is needed or anticipated en route; or for persons who are unable to comfortably use a standard means of conveyance; or for persons who cannot enter, occupy or exit a vehicle without extensive assistance; or where specialized equipment is used for wheelchair or stretcher
service; and where the driver serves as both a driver and attendant to assist in door-to-door or bed-to-bed service. No emergency equipment other than a fire extinguisher may be carried. The use of the term "ambulance" or "ambulatory service" may not be used and no representations may be made that any medical service is available.

(4) Motor vehicles operated by a governmental agency.

(5) Public sector buses which are used for the transportation of persons for compensation and which are owned, leased, operated or controlled by a municipal, county or state government, school board or a governmentaly owned or managed nonprofit corporation.

(6) Exclusive ride-sharing vehicles as defined in F.S. § 341.031.

(7) Shuttle services owned and operated directly by a hotel or motel for transportation limited to registered guests thereof.

(8) Vehicles used exclusively in transporting persons in a sight-seeing capacity with its primary purpose for tours of landmarks.

In service means the time period that a vehicle is being operated as a public vehicle. The term in service includes all times when a vehicle is actively accepting new fares, either by telephone, digital application, or some other means of hailing passengers in addition to the actual transportation for hire of passengers.

Low speed vehicle means a low speed vehicle as defined under Florida Statutes governing motor vehicle licenses.

Motor vehicle means a vehicle that is motorized or self-propelled by power other than muscular power or by animals. The term "motor vehicle" does not include traction engines, road rollers, bicycles, mopeds, or motorcycles.

New fares means picking up any passenger from a location within the City.

Non-motorized vehicle means a vehicle designed to be propelled by humans or animals and which may or may not also have helper engines or motors installed so long as the helper engines or motors do not exceed the non-motorized vehicle speed of over 20 miles per hour on level ground.

Non-public sector bus means any motor vehicle with a capacity for no more than 29 passengers, including the driver but does not include public sector buses, school buses, and buses that transport passengers between a common carrier terminal station, or other exempt vehicles.

Operator means any person owning, leasing, contracting with a driver of, or controlling a public vehicle. An operator may or may not be a driver.

Optional Certification means a process by which a public vehicle owner, operator, or public vehicle company may submit an application to the POD which demonstrates that the public vehicle meets requirements above the minimum required for public vehicles under this chapter.
Pedal bus means a non-motorized vehicle with a seating configuration similar to that of a dinner table, seating on each side, and solely powered by humans using pedals.

Public street means any of the public streets, boulevards, avenues, drives, or alleys within the City.

Public vehicle means non-public sector buses, car services, and any other motorized and non-motorized vehicles, including vessels, for the transportation for hire of passengers where new fares begin within the City and includes low speed vehicles which operate in the same manner as transportation for hire but may or may not charge a fee to new fares.

Public vehicle company means any company which owns, operates, or contracts with the drivers of two or more public vehicles within the City. Public vehicle companies include those companies which use digital networks to connect passengers to drivers who are employees or independent contractors operating public vehicles.

Vessel means any boat or watercraft designed for water travel, including, but not limited to, any kayak, canoe, boat, motorboat, air boat, or watercraft being propelled or powered by machinery, air or human power and designed for water travel and includes personal watercraft such as, but not limited to, jet skis, waverunners, wavejammers, and other similar vessels being propelled or powered by machinery, air or human power which transports passengers for compensation similar to a taxicab or other public vehicles. This definition does not include seaplanes or vessels rented for recreational purposes.

28-2 Public Vehicle Insurance Requirements

(a) The driver of each public vehicle, except for low speed vehicles and non-motorized vehicles, must be covered at all times by an insurance policy which meets the minimum standards required by Florida Statutes. A public vehicle company must be covered by a commercial general liability insurance policy of at least $1,000,000 per occurrence and automobile liability insurance policy of at least $1,000,000, or alternatively, may carry a livery policy which is compliant with Florida Statute 324.032. Such policies shall be effective when the public vehicle is in service as defined by this chapter.

(b) In every instance in which insurance maintained to fulfill the insurance requirements of this chapter by a public vehicle driver who is employed by or contracted with a public vehicle company has lapsed, failed to provide the required coverage, denied a claim for required coverage, or otherwise ceased to exist, insurance maintained by the public vehicle company shall provide the coverage required by this chapter beginning with the first dollar of a claim.

(c) Each public vehicle driver, operator, or public vehicle company must obtain and file with the POD a certificate or certificates of insurance demonstrating compliance with the requirements of this section. Proof of insurance as required by subsections (a) and (b) shall be provided through a certificate that names each vehicle or company insured thereunder or through a blanket policy or endorsement. Each company and driver shall provide, upon demand, to any authorized law enforcement officer, digital or written proof of the insurance policies required by this section.

VFH v. 24 3
(b) Low speed vehicles and non-motorized vehicles, except pedal buses, shall be required to obtain general liability insurance in the amount of $300,000.00 per occurrence, and the City shall be named as an additional insured on the insurance certificate. The policy of insurance shall provide that notice for the cancellation thereof shall be given not less than ten days in advance of the effective date of such cancellation to the POD. The insurance policy shall provide that the City shall receive all notices of any kind (termination, cancellation, renewal, nonrenewal, rate increase, etc.) which shall be sent to the POD.

28-3 Driver Background Safety Checks

On an annual basis, all public vehicle drivers must provide proof to the POD that the driver has undergone a background check that includes:

(a) a Level 1 background screen in accordance with Florida Statutes Section 435.03; or

(b) a local and national criminal background screen and driving history review by a third party provider, who is accredited by the National Association of Professional Background Screeners, for each applicant that shall include a review of:
   1. a multi-state/multi-jurisdiction criminal records locator or other similar commercial nationwide database with validation by primary source search, which shall include a social security trace or other similar identification check;
   2. U.S. Department of Justice National Sex Offender Public Website; and
   3. A driving history research report.

Proof required under this section may be provided by affidavit from an individual driver or the public vehicle company that contracts with or employs the driver. A public vehicle company may provide the POD with a single affidavit attesting to the fact that all drivers employed by or who contract with the public vehicle company have undergone a background check in compliance with this section. A driver is prohibited from operating a public vehicle and a public vehicle company is prohibited from allowing a driver to drive a public vehicle if any of the following conditions are present:

1. The driver has had more than three moving violations in the preceding 3-year period or one major violation in the preceding 3-year period. A major violation is:
   a. Fleeing or attempting to elude a law enforcement officer;
   b. Reckless driving; or
   c. Driving with a suspended or revoked license;

2. The driver has been convicted, within the past 7 years, of driving under the influence of drugs or alcohol, fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage or theft, acts of violence, or acts of terror;
3. The driver has been convicted, within the past 7 years, of any offense listed in the level 2 screening standards in s. 435.04(2) or (3), or a substantially similar law of another state or federal law;

4. The driver is a match in the Dru Sjodin National Sex Offender Public Website;

5. The driver does not possess a valid Florida driver’s license, or qualify for an exemption pursuant to Florida Statutes (currently F.S. 322.031);

6. The driver does not possess proof of registration for the vehicle, if applicable;

7. The driver, if such driver is the owner of the vehicle to be used as a public vehicle, does not possess proof of liability insurance for the vehicle used to provide public vehicle services; or

8. The driver has not attained the age of 19 years.

28-4 Non-Motorized Vehicles

Non-motorized vehicles are required to comply with the following:

(1) Non-motorized vehicles shall be equipped with:
   a. All safety equipment required for vehicles including horn, lights, reflectors and seatbelts, where applicable;
   b. A signaling device, which may be human powered such as a whistle;
   c. A clean, sanitary interior, free from torn upholstery or floor covering and from damaged or broken seats;
   d. Doors which operate easily and close securely and door hinges and latches in good mechanical working order, if the vehicle is designed to have doors; and
   e. Tires of the size appropriate for the vehicle, with no mismatched "sized" tires.

(2) Non-motorized vehicles may not be operated on any City sidewalk.

(3) Non-motorized vehicles shall comply with posted regulations for stopping and standing. Non-motorized vehicles may not stop or stand in on-street spaces reserved for bus stops and trolley stops.

(4) Non-motorized vehicles may use available public parking spaces for stopping or standing but shall comply with posted time requirements and are subject to ticketing for failure to comply with such requirement.

(5) Non-motorized vehicles with passengers, except for pedal buses and horse carriages, may only operate between 9th Avenue South and 9th Avenue North and between 32nd Street and Tampa Bay.
(6) Non-motorized vehicles shall enter into a license agreement with the City prior to transporting passengers.

(7) For pedal buses, the following additional requirements shall be met:

a. No alcoholic beverages other than beer, wine, hard cider or malt based beverages below 19 percent alcohol may be consumed by passengers on the pedal bus. No persons under the age of 21 are allowed on the pedal bus during a ride where alcohol is or is planned on being consumed.

b. All pedal buses shall require passengers to execute a waiver, approved by the City, prior to boarding the pedal bus. Pedal bus operators shall make available for inspection such executed waivers upon the City's request.

c. A pedal bus shall require all passengers under age 16 to wear helmets and offer helmets for all other passengers, regardless of age, at no cost.

d. All pedal buses may only be used on public streets designated with a speed limit of 35 miles per hour or less subject to the following exceptions:

   1. *Special events.* Pedal buses shall not operate within half a mile of any boundary of any event declared to be a special event by a resolution adopted by the City Council during the event and for two hours prior to and two hours after the event. The resolution shall delineate the boundaries within which the special event declaration is to be effective.

   2. The pedal bus shall not operate on December 31 and July 4 between and including 5th Avenue North to 5th Avenue South from Tampa Bay to Interstate I-275 after 5:00 p.m. The POD may increase or decrease the distance and time limitations as determined necessary to have unobstructed pedestrian and vehicular access.

   3. *Tropicana Field Events.* Pedal buses shall not operate between and including 6th Street and 20th Street and Central Avenue to 5th Avenue South for 1.0 hour prior to and 1.0 hour after an event held at Tropicana Field.

   4. *Crossing streets.* Pedal buses are allowed on streets designated with a speed limit of over 35 miles per hour for the sole purpose of crossing such portion where a 35 miles per hour or less speed zone is designated on both sides of the street. The pedal bus shall obey all State laws with regards to road crossings and travelling upon State and county roads.

   5. *Street closures.* Pedal buses are not allowed on streets which have been closed except that if such closure is in association with a parade permit and the pedal bus is an authorized participant in such parade.

e. A pedal bus shall carry the following insurance at its own expense:

   1. Commercial general liability insurance in an amount of at least $5,000,000.00 per occurrence, with $5,000,000.00 aggregate, and $5,000.00 medical
payments coverage. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) participant and passenger liability; (iii) contractual liability under this agreement, and (iv) customers who bring alcohol on the pedal bus.

2. Automobile liability insurance of $1,000,000.00 combined single limit.

3. Workers' compensation insurance as required by Florida law and employers' liability insurance in an amount of at least $100,000.00 each accident, $100,000.00 per employee, and $500,000.00 for all diseases.

f. Pedal buses shall obey all traffic laws and shall not obstruct pedestrian traffic.

g. No glassware of any kind shall be allowed on the serving area of a pedal bus including but not limited to bottles, receptacles or drinking glasses. Glassware may be allowed to be stored on a pedal bus as long as the glassware is empty, securely stored so as to be inaccessible while the vehicle is in motion, and wrapped in paper, padding, or some other covering to prevent breakage.

28-5 Low Speed Vehicles

Low speed vehicles are required to comply with the following:

1. Low speed vehicles shall conform to all Federal and State regulations (currently Title CFR Part 571.500 and F.S. ch. 316).

2. Low speed vehicles shall have a clean, sanitary interior, free from torn upholstery or floor covering and from damaged or broken seats.

3. Low speed vehicles shall have the exterior parts free from cracks, breaks and dents.

4. Low speed vehicles shall be structurally sound and operate with a minimum of noise and vibration.

5. Low speed vehicles shall comply with posted regulations for stopping and standing and shall not stop or stand in on-street spaces reserved for, or marked as, bus stops and trolley stops.

6. Low speed vehicles may use available public parking spaces for stopping or standing but shall comply with posted time requirements and meter charges and are subject to ticketing for failure to comply with such requirements.

7. Low speed vehicles shall comply with all traffic regulations and shall not be allowed on any sidewalk.

8. Notwithstanding the foregoing, City employees shall be allowed to operate low speed vehicles on any sidewalk or in any park provided such operation is necessary in carrying out their official duties.

28-6 Vessels
Vessels are required to comply with the following:

(1) Each vessel must display a registration number, and be registered as a commercial vessel if required to be so registered by the Florida Department of Highway Safety and Motor Vehicles.

(2) All operators must be at least 18 years old.

(3) All vessels shall carry and maintain all safety equipment required by the United States Coast Guard safety requirements.

(4) All vessels under 26 feet in length shall require all passengers under the age of six to wear a Coast Guard approved personal floatation device.

(5) All vessels over 14 feet in length must carry a life ring or other equivalent floatation device.

(6) All vessels are required to have working navigation lighting.

28-7 Optional City Certification

In addition to meeting the requirements of this chapter, any driver, owner, operator, or public vehicle company may have its respective public vehicles individually Certified by the City by completing an application on a form provided by the POD and pay the certification fee. To be Certified by the City, a public vehicle must meet and comply with all of the requirements of this section. Upon Optional Certification by the City each vehicle shall receive a registration number and a sticker certificate for display upon the vehicle.

(a) To qualify for Optional Certification by the City, all public vehicles, except nonmotorized vehicles and low speed vehicles, shall be equipped with the following:

(1) A rear view mirror and a side view mirror on the driver's side;

(2) A speedometer properly installed, in good working order;

(3) Clean, sanitary interior, free from torn upholstery or floor covering and from damaged or broken seats;

(4) Door hinges and latches in good mechanical working order and doors which operate easily and close securely;

(5) Body, fenders, doors, trim and grill reasonably free from cracks, breaks, and dents that would impair the safety or appearance of the public vehicle;

(6) Glass in the windshield and windows that shall be approved safety non-shatterable glass;

(7) Tires of the size appropriate for the public vehicle and with no mismatched "sized" tires. There shall be no cuts into the tire cord or sidewall area or localized worn spots that expose the ply;
(8) An operational horn with the activating button mounted in the location designated by the vehicle designed and assembled by the vehicle manufacturer;

(9) Seat belts that are available for passengers in all seats except jump seats, spaces designed to accommodate wheelchairs or where the seat belts are not required by law. Seat belts in operating condition and easily accessible by all passengers. For the purpose of this section, seat belts which are placed under the seat or between the lower and upper portions of the seat are deemed not easily accessible;

(10) Standard, operational windshield wipers for the entire front windshield which shall be controlled electronically or by vacuum and operated from the interior of the public vehicle. The wiper blades shall be in such a condition as to make firm contact with the windshield when operational, and shall not be torn or badly worn;

(11) An operational parking brake and an operational primary brake system which acts on all of the vehicle's axles; and

(12) An adequately operating air conditioning/heating system and windshield defrost or defogging system, which controls the temperature of the interior of the vehicle between 68 degrees Fahrenheit to 78 degrees Fahrenheit.

(b) A public vehicle company or a driver shall have each public vehicle inspected by an automobile mechanic certified by the National Institute for Automotive Service Excellence (ASE) or a person supervised by an ASE certified mechanic. Such inspection shall, at a minimum, evaluate and confirm the working condition of the vehicle's brake system, lights, steering, suspension, tires, and seat belts, along with all items noted in subsection (a) of this section. The company or driver shall maintain complete documentation of the current inspection in the public vehicle at all times and shall provide a copy of such documentation to the POD or a law enforcement officer upon request.

(c) To be Certified, each public vehicle must be covered by a commercial insurance policy compliant with Florida Statute 324.032 or a business ride share policy or endorsement providing minimum limits of $125,000/$250,000/$50,000. Each applicant for Optional Certification must obtain and file with the POD a certificate or certificates of insurance demonstrating compliance with the requirements of this section. The applicant for Optional Certification shall provide a schedule issued by the insurance carrier of all vehicles covered by the certificate of insurance. A change of the certificate of insurance shall be provided to the POD from the authorized insurance representative when public vehicles are added or deleted from the policy. The City shall be named as a certificate holder on the insurance certificate of all insurance policies maintained to satisfy the requirements of this section.

(d) The POD has the authority to revoke or suspend Optional Certification if the vehicle is deemed unsafe or hazardous, until an automobile mechanic certified by the National Institute for Automotive Service Excellence (ASE) or a person supervised by an ASE
certified mechanic has corrected the unsafe or hazardous conditions and completed a safety inspection, or upon failure by the driver, owner or company to maintain the insurance requirements of this section.

(e) To be Certified as a public vehicle company, in addition to meeting the requirements of this section, all company vehicles must display a uniform color scheme and/or logo throughout all vehicles at all times while operating as a public vehicle. Magnetic or other removable signage is acceptable. The logo shall be sufficiently large and color contrasted so that it is readable during daylight hours at a distance of at least 50 feet; and reflective, illuminated or otherwise patently visible so as to be seen sufficiently at all times from a distance of at least 50 feet.

(f) For each new public vehicle Optional Certification issued between October 1 and March 31, the full amount of the certification shall be paid. For each new Optional Certification issued on or after April 1, one-half of the total amount of the certification shall be paid.

(g) All Optional Certification fees for renewals shall be paid on or before September 30 of each fiscal year. If September 30 falls on a weekend or holiday, the renewal fee is due and payable on or before the first business day following September 30.

(h) Certified public vehicles displaying the Certified public vehicle sticker for the current year may utilize public vehicle stands. The Certified public vehicle sticker must be affixed on the rear left side of the outside of the vehicle so that it is plainly visible to the public.

28-8 Signage

In addition to any vehicle signs allowed by the sign section of the land development regulations:

(a) All car services shall be allowed one triangular or one two-sided sign on the roof of the vehicle which shall not exceed two feet in height (as measured from the roof) or one one-sided sign which shall be attached to the trunk or bumper and directed toward vehicles following the public vehicle. No sign face shall extend beyond any side of the vehicle and no sign face shall exceed five feet in length. If vehicle or window wraps are used, the trade dress insignia logos, and City issued public vehicle stickers must still be readily visible to the public.

(b) A non-motorized vehicle shall have no more than one sign on each side of the vehicle, each not more than two square feet and one sign on the rear of the vehicle not more than four square feet.

(c) Low speed vehicles are allowed to have both of the signs allowed for car services and any sign on the roof of the vehicle may have sign faces up to five feet in length. If vehicle or window wraps are used, the trade dress insignia logos and City issued public vehicle stickers must still be readily visible to the public.
28-9 Discrimination Prohibited

(a) All public vehicle drivers shall comply with all applicable laws regarding non-discrimination against passengers or potential passengers on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity.

(b) All public vehicle drivers shall comply with all applicable laws relating to accommodation of service animals.

(c) There shall be no additional charges for providing services to persons with disabilities because of those disabilities.

(d) Public vehicle drivers shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a driver cannot arrange a wheelchair-accessible service, the driver shall direct the passenger to an alternate provider of wheelchair-accessible public vehicle services.

28-10 Business Tax Sticker

(a) It shall be unlawful to operate any public vehicle which picks up a new fare within the City limits without a valid business tax sticker which is affixed on the rear left side of the outside of the vehicle so that it is plainly visible to the public. There shall be a rebuttable presumption that a public vehicle which does not have a valid sticker affixed to the vehicle is violating this chapter.

(b) All business taxes for renewals for public vehicles, shall be paid on or before September 30 of each fiscal year. If September 30 falls on a weekend or holiday, the renewal is due and payable on or before the first business day following September 30. Each sticker shall expire on September 30 and may be renewed upon payment of the prescribed tax prior to expiration.

28-11 Penalty for violation.

Every officer, agent, or employee of any corporation, and every other person, including a driver, who violates or fails to comply with or who procures, aids, or abets in the violation of any provision of this article shall be guilty of a municipal ordinance violation and may have a penalty enforced upon said person.
Section 2. The “Public vehicle certificate” and “Public vehicle driver background check” categories in Section 12-6(9) of the St. Petersburg City Code are hereby amended to read as follows:

Public vehicle certificate Optional Certification ..... 200.00
Public vehicle driver background check ..... 90.00

Section 3. Section 26-1 of the St. Petersburg City Code is hereby amended to read as follows:

Taxi Certified public vehicle stand or taxi cab stand means a fixed area in the roadway parallel and adjacent to the curb set aside for taxi cabs City Certified public vehicles to stand or wait for passengers.

Section 4. The “Taxi stand” category of Section 26-167(a)(4) of the St. Petersburg City Code is hereby amended as follows:

Taxi Certified public vehicle stand ..... 30.00

Section 5. Section 26-146 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 26-146. - Stopping, standing or parking of buses and Certified public vehicles taxi cabs; use of bus stops and taxi cab Certified public vehicle stands.

(a) The operator of a taxi cab shall not stop, stand or park upon any street in any business district at any place or at any time other than at a taxi cab stand except that this subsection shall not prevent the operator of any such vehicle from temporarily stopping in accordance with other stopping, standing or parking regulations at any place for the purpose of and while engaged in the expeditious unloading or loading of passengers.

(ba) No person shall stop, stand or park a vehicle other than a public bus in a public bus stop or other than a Certified public vehicle taxi cab in a taxi cab Certified public vehicle stand when the bus stop or taxi cab Certified public vehicle stand has been appropriately signed; however, the driver of a passenger vehicle may temporarily stop therein for the purpose of, and while actually engaged in, the expeditious loading or unloading of passengers when the stopping does not interfere with any bus or taxi cab Certified public vehicle waiting to enter or about to enter the zone.
(b) To use a Certified public vehicle stand, a public vehicle must have the Certified public vehicle sticker for the current year permanently affixed to the outside rear left hand side of the vehicle.

(c) The provisions of subsections (a) and (b) of this section prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a Police Officer or official traffic-control device.

Section 6. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 7. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 8. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

[Signature]

City Attorney or Designee
AN ORDINANCE AMENDING CHAPTER 15, ARTICLE III OF THE ST. PETERSBURG CITY CODE; MODIFYING THE DEFINITIONS OF EMPLOYER AND INDEPENDENT CONTRACTOR; ADDING A NEW SECTION TO REQUIRE THAT EMPLOYERS PROVIDE EMPLOYEES WRITTEN NOTICE OF CERTAIN JOB-RELATED INFORMATION UPON HIRE; PROVIDING FOR A PRESUMPTION OF RETALIATION UNDER CERTAIN CIRCUMSTANCES AND INCREASING THE SCOPE OF ACTIVITIES DEEMED RETALIATORY; REVISING THE SCOPE OF CITY-FUNDED CONTRACTED SERVICES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section one. The definitions of ‘employee or complainant employee’ and ‘independent contractor’ in Section 15-41 of the St. Petersburg City Code are hereby amended to read as follows:

Sec. 15-41. – Definitions

Employee or complainant employee shall mean a natural person who, while being employed by an employer, performs work within the geographic boundaries of the City while being employed by an employer, that benefits an employer located within the City even though the employee may have performed work outside the geographic boundaries of the City, but shall not include any bona fide independent contractor. ‘Employee’ may also include a person who performs work that benefits an employer located within the City even though the employee may have performed work outside of the City.

Independent contractor shall have the same meaning as in the Internal Revenue Code, Fair Labor Standards Act, and implementing federal regulations, administrative interpretations and guidance.

Section two. The St. Petersburg City Code is hereby amended by adding a new section 15-44 to read as follows. The existing Sections 15-44, 15-45 and 15-46 shall be re-numbered to follow sequentially.

Sec. 15-44. – Written notice provided to employees at time of hiring; contents; notification of changes to information.

(a) At the time of hiring, an employer shall provide to each employee a written notice, to be signed and dated by the employer and employee, containing the following information:
(1) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable;
(2) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances;
(3) The regular payday designated by the employer;
(4) The name of the employer, including any “doing business as” names used by the employer;
(5) The physical address of the employer’s main office or principal place of business, and a mailing address, if different;
(6) The employer’s telephone number; and
(7) A template summary, available from the City, summarizing the protections and rights of employees pursuant to this article.

(b) An employer must retain, for a period of three years following an employee’s date of hire, a copy of the signed and dated written notice required by subsection (a).

(c) In addition to providing the written notice required by subsection (a), employers must place in a location accessible to all employees a poster, available from the City, summarizing the protections and rights of employees pursuant to this article.

(d) An employer shall notify his or her employees in writing of any changes to the information set forth in the notice required by subsection (a) within seven (7) calendar days after the time of the changes.

(e) An employer’s failure to adhere to any part of this section shall be a municipal ordinance violation not to exceed $500.00 per violation.

Section three. The re-numbered Section 15-46 of the St. Petersburg City Code is hereby amended to read as follows:

**Sec. 15-46. – Retaliation Prohibited**

(a) Employers are prohibited from threatening, intimidating, or taking other adverse action against employees in retaliation for asserting any claim to wages pursuant to this article, and any such actions are violations of this article, any employee or person because the employee or person has:

1. Made a complaint to his or her employer that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this article;
2. Initiated a proceeding under this article;
3. Provided information to the POD or any other person regarding a violation, investigation, or proceeding under this article;
4. Testified in an investigation or proceeding under this article; or
5. Otherwise exercised rights protected under this article.
Adverse actions include, but are not limited to, communicating to the employee, whether directly or indirectly, explicitly or implicitly, the willingness to inform a government employee that the employee is not lawfully in the United States.

(b) Where such retaliation resulted in any loss of the employee's wages, upon a finding by a hearing officer that an employer retaliated against an employee in violation of this article, the employee is entitled to receive quantifiable wages and liquidated damages.

(c) An employee complaint or other communication need not make explicit reference to this article or to any other provision of law to trigger the protections of this article. The employer, or any person acting on behalf of the employer, taking adverse action against an employee within ninety (90) days of an employee or other person’s engagement in the activities set forth in subsection (a) of this section shall raise a presumption that such action is retaliation, which may be rebutted by clear and convincing evidence that such action was taken for other permissible reasons.

(d) Violations of the retaliation prohibition shall be determined under the same procedures as wage theft complaints, and in the same proceeding as any related wage theft complaint. The City shall order any employer who has been found to have violated the retaliation prohibition to pay to the City the actual administrative processing costs and costs of the hearing, regardless of the findings on any related wage theft claim.

Section four. The re-numbered section 15-47(a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 15-47 Community engagement and proactive investigation.

(a) It is the policy of the City to engage community-based organizations to implement the purposes of this article. The POD may coordinate implementation of City-funded community outreach efforts, including developing appropriate guidelines or rules, and contracting with community-based organizations to provide such services. Contracted services may include, but are not limited to, educating employers regarding their obligations under this article, assisting employers with compliance, educating employees on their rights, assisting employees who wish to file complaints, and assisting employees who wish to record as a lien or otherwise pursue enforcement of any order issued by a hearing officer.

Section five. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.
Section six. The provisions of this ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

Section seven. The requirements of Section 15-44 will not become applicable to employers until ninety (90) days after a community-based organization has been selected for the purpose of facilitating implementation of this ordinance.

Section eight. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

_____________________________
City Attorney or designee
To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Renewing annual service agreements with Oracle America, Inc., a sole source supplier for the Oracle eBusiness Suite and related software, at a cost of $690,419.29.

Explanation: The City received a proposal to renew annual service agreements for the following software applications: Oracle eBusiness Suite; Oracle Work and Asset Management (WAM); Oracle Spatial; Oracle WebCenter; and other Oracle and Solaris technology products.

The service agreement provides 24 hours a day, seven days a week telephone support access to the Oracle support database (My Oracle Support). Service also includes application and technology upgrades, program fixes and issue escalation management for all Oracle and Solaris products.

The City utilizes Oracle eBusiness Suite application software to manage and operate such functions as human resources, finance, payroll, budget, projects, grants, property management, housing loans, billing and collections, purchasing and inventory.

The Water Resources, Stormwater, Pavement and Traffic Operations departments use the Work and Asset Management (WAM) application to manage and operate functions in those operations.

In addition, the Engineering Department is the primary user of the Spatial/GIS applications. The Solaris products support the operating systems for the eBusiness and Spatial/GIS applications.

The Procurement Department, in cooperation with the Department of Technology Services, recommends for renewal:

Oracle America, Inc.................................................. $690,419.29

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement of the City Code, which authorizes City Council to approve the purchase of a supply or service over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

The service agreements will be effective from January 1, 2017, through December 31, 2017.

Cost/Funding/Assessment Information: Funds have been appropriated in the Technology Services Operating Fund (5011), and Oracle eBusiness Solutions Division (850-2559).

Attachments: Software Update License & Support Services (18 pages)

Sole Source
Resolution

Approvals:

[Signatures]

Administrative  Budget
### GENERAL INFORMATION

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<td>E-mail: <a href="mailto:choua.vang@oracle.com">choua.vang@oracle.com</a></td>
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**CUSTOMER: City of St. Petersburg**

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<tr>
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<tr>
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<td>E-mail: <a href="mailto:ap@stpete.org">ap@stpete.org</a></td>
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"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 2405723, to Your Oracle Support Sales Representative identified in the table above.
## SERVICE DETAILS

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Program Technical Support Fees: USD 129,463.36

Total Price: USD 129,463.36

Plus applicable tax

Please note the following:

- If you have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact your Oracle Support Sales Representative identified on the first page of this ordering document.

- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If you would like to purchase extended support please contact your Oracle Support number.
**GENERAL INFORMATION**

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<td></td>
<td>Telephone: 3032727883</td>
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<td>Fax: 7197571301</td>
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<td>E-mail: <a href="mailto:choua.vang@oracle.com">choua.vang@oracle.com</a></td>
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**CUSTOMER: City of St. Petersburg**

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<tr>
<td><a href="mailto:Christine.West@stpete.org">Christine.West@stpete.org</a></td>
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"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that you receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 1727261, to Your Oracle Support Sales Representative identified in the table above.
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### Program Technical Support Services

**Service Level:** Software Update License & Support

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**Program Technical Support Fees:** USD 360,573.36

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### Program Technical Support Services

**Service Level:** Software Update License & Support

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**Program Technical Support Fees:** USD 11,424.52

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### Program Technical Support Services

**Service Level:** Software Update License & Support

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**Program Technical Support Fees:** USD 10,043.73

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### Program Technical Support Services

**Service Level:** Software Update License & Support

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Page 5 of 10  
Support Service Number: 1727261  
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### Program Technical Support Services

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**Program Technical Support Fees:** USD 72,354.01

**Total Price:** USD 454,395.62

Plus applicable tax

Please note the following:

- If you have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
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- If Oracle accepts your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/or hardware.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply.
for the applicable programs and/or hardware for which You are purchasing technical support services.
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<td>Representative:</td>
</tr>
<tr>
<td>13-Dec-16</td>
<td>Choua Vang</td>
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<th>CUSTOMER: City of St. Petersburg</th>
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<tr>
<th>CUSTOMER QUOTE TO</th>
<th>CUSTOMER BILL TO</th>
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</thead>
<tbody>
<tr>
<td>Account Contact:</td>
<td>Account Contact:</td>
</tr>
<tr>
<td>Christine West</td>
<td>Accounts Payable</td>
</tr>
<tr>
<td>Account Name:</td>
<td>Account Name:</td>
</tr>
<tr>
<td>City of St. Petersburg</td>
<td>City of St. Petersburg</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>One 4th St. North, St Petersburg, FL 33701, United States</td>
<td>FINANCE DEPARTMENT ACCOUNTS PAYABLE PO BOX 1257, Saint Petersburg, FL 33731, United States</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>727 892-5186</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td>E-mail:</td>
</tr>
<tr>
<td><a href="mailto:Christine.West@stpete.org">Christine.West@stpete.org</a></td>
<td><a href="mailto:ap@stpete.org">ap@stpete.org</a></td>
</tr>
</tbody>
</table>

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 5707582, to Your Oracle Support Sales Representative identified in the table above.
## SERVICE DETAILS

### Hardware Technical Support Services

**Service Level:** Oracle Premier Support for Systems

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Serial Number</th>
<th>CSI #</th>
<th>Qty</th>
<th>Start Date</th>
<th>End Date</th>
<th>Price</th>
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<tbody>
<tr>
<td>Installed At: City of St. Petersburg - ONE 4TH ST N - 2ND FLR _ SAINT PETERSBURG PINELLAS FL 33701-3804 United States</td>
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<tr>
<td>10GbE SR XFP Transceiver pluggable</td>
<td>18774283</td>
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<td></td>
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<td>31-Dec-17</td>
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**Hardware Technical Support Fees:** USD 109.32

### Hardware Technical Support Services

**Service Level:** Oracle Premier Support for Systems

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<tr>
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<th>Qty</th>
<th>Start Date</th>
<th>End Date</th>
<th>Price</th>
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<tbody>
<tr>
<td>Installed At: City of St. Petersburg - ONE 4TH ST N - 2ND FLR _ SAINT PETERSBURG PINELLAS FL 33701-3804 United States</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>SPARC Enterprise M4000 server</td>
<td>18774283</td>
<td>1</td>
<td></td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>0.00</td>
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<td>10GbE SR XFP Transceiver pluggable</td>
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<td></td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>109.32</td>
</tr>
<tr>
<td>2 SPARC VII+ 4-core 2.66 GHz processors (for factory installation)</td>
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<td></td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>3,228.60</td>
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<td>DAT option filler panel (for factory installation)</td>
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<td>1-Jan-17</td>
<td>31-Dec-17</td>
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<tr>
<td>Four 2 GB DDR2-667 DIMMs for non-EU countries (for factory installation)</td>
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<td>1</td>
<td></td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>243.25</td>
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<td>Memory option filler panel (for factory installation)</td>
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<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>1.01</td>
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<tr>
<td>One 600 GB 10000 rpm 2.5-inch SAS-2 HDD with mounting bracket (for factory installation)</td>
<td>18774283</td>
<td>2</td>
<td></td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>105.72</td>
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<td>Power cord: Global jumper, straight plug-connector, 1.5 meters, IEC60320-2-2 shawl I (C20) plug, IEC60320-C19 connector, 20 A (for factory installation)</td>
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<td>2</td>
<td></td>
<td>1-Jan-17</td>
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<td>31-Dec-17</td>
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<td>StorageTek 8 Gb Fibre Channel PCIe HBA dual port Qlogic (for factory installation)</td>
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<td>18774283</td>
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<td>31-Dec-17</td>
<td>109.32</td>
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**Hardware Technical Support Fees:** USD 6,989.56

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**Page 3 of 9**

**Support Service Number:** 5707582

**RL_Public_Sector_Federal_Specified_Agreement_v010S15**
### Hardware Technical Support Services

**Service Level:** Oracle Premier Support for Systems

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<thead>
<tr>
<th>Product Description</th>
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<th>End Date</th>
<th>Price</th>
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<tbody>
<tr>
<td>Sun 10 GigE Fiber XFP Low Profile Adapter</td>
<td>18774283</td>
<td>1</td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>108.99</td>
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**Hardware Technical Support Fees:** USD 108.99

### Hardware Technical Support Services

**Service Level:** Oracle Premier Support for Operating Systems

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<th>Qty</th>
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<th>End Date</th>
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</thead>
<tbody>
<tr>
<td>SE M4009 2.4GHz 4P32GB 2HDD</td>
<td>16917964</td>
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<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>3,617.24</td>
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<tr>
<td>ASY,FF1,2X2CPUMJ,32G 2X8X2/1GB</td>
<td>16917964</td>
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<td>1-Jan-17</td>
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<td>0.93</td>
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**Hardware Technical Support Fees:** USD 3,617.24

### Hardware Technical Support Services

**Service Level:** Oracle Premier Support for Systems

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<th>End Date</th>
<th>Price</th>
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<tr>
<td>Fujitsu M10-1 server: model family</td>
<td>19866547</td>
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<td>0.00</td>
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<td>P231512047</td>
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<td>31-Dec-17</td>
<td>0.00</td>
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<tr>
<td>2 Sun Storage 16 GB FC short wave</td>
<td>19866547</td>
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<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>149.00</td>
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<tr>
<td>optical, Qlogic (for factory</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>installation)</td>
<td></td>
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<tr>
<td>Four 16 GB DDR3-1600 registered DIMMs</td>
<td>19866547</td>
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<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>855.73</td>
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<td>(for factory installation)</td>
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<tr>
<td>Fujitsu M10-1 server: activation</td>
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<td>permit for 2 processor cores (for</td>
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<td>factory installation)</td>
<td></td>
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<tr>
<td>Fujitsu M10-1 server: base with 1</td>
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<td>1</td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>967.11</td>
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<td>deactivated SPARC64 X+ 16-core</td>
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<tr>
<td>3.2 GHz processor (for factory</td>
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<td>activation permit required</td>
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<td>One 500 GB 10000 rpm 2.5-inch</td>
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<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>373.00</td>
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<td>SAS, 2 HHD with Fujitsu M10 Serios</td>
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<tr>
<td>bracket (for factory installation)</td>
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<td></td>
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<tr>
<td>Oracle Solaris and Oracle VM Server</td>
<td>19866547</td>
<td>1</td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>0.03</td>
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<tr>
<td>for SPARC preinstall (for factory</td>
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<td>installation)</td>
<td></td>
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<tr>
<td>Power cord: North America and</td>
<td>19866547</td>
<td>2</td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>4.97</td>
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</tr>
<tr>
<td>Asia, 3 meters, NEMA 5-15P plug.</td>
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<td>C13 connector, 10 A (for factory</td>
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<td>installation)</td>
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**Hardware Technical Support Fees:** USD 0.00

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Page 4 of 9

Support Service Number: 5707592

RL_Public_Sector_Federal_Specified_Agreement_v010915
## Hardware Technical Support Services

### Service Level: Oracle Premier Support for Systems

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<th>Qty</th>
<th>Start Date</th>
<th>End Date</th>
<th>Price</th>
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<tbody>
<tr>
<td>Sun 10Gbps Dual Rate SFP+ SR</td>
<td>19366547</td>
<td>2</td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>130.37</td>
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</tr>
<tr>
<td>Sun Dual 10GbE SFP+ PCIe Low Profile Adapter</td>
<td>19866547</td>
<td>1</td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>122.61</td>
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</tr>
<tr>
<td>Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Qlogic (for factory installation)</td>
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<td>2</td>
<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>263.24</td>
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**Hardware Technical Support Fees:** USD 3,633.32

## Hardware Technical Support Services

### Service Level: Oracle Premier Support for Systems

<table>
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<th>Serial Number</th>
<th>CSI #</th>
<th>Qty</th>
<th>Start Date</th>
<th>End Date</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fujitsu M10-1 server: model family</td>
<td>PZ31548018</td>
<td>20369747</td>
<td>1</td>
<td>14-Dec-16</td>
<td>31-Dec-17</td>
<td>0.00</td>
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<tr>
<td>Fujitsu M10-1 server: model family</td>
<td>PZ31548018</td>
<td>20369747</td>
<td>1</td>
<td>14-Dec-16</td>
<td>31-Dec-17</td>
<td>0.00</td>
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</tr>
<tr>
<td>Four 8 GB DDR3-1866 registered DIMMs (for factory installation)</td>
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<td>1</td>
<td>14-Dec-16</td>
<td>31-Dec-17</td>
<td>100.56</td>
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<tr>
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<td>23369747</td>
<td>2</td>
<td>14-Dec-16</td>
<td>31-Dec-17</td>
<td>215.64</td>
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<tr>
<td>Fujitsu M10-1 server: base with 1 deactivated SPARC64 X 16-core 2.8 GHz processor (for factory installation). Separately priced activation permit required</td>
<td></td>
<td>20369747</td>
<td>1</td>
<td>14-Dec-16</td>
<td>31-Dec-17</td>
<td>612.30</td>
<td></td>
</tr>
<tr>
<td>One 900 GB 10K rpm 2.5-inch SAS-2 HDD with Fujitsu M10 Series bracket (for factory installation)</td>
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<td>20369747</td>
<td>4</td>
<td>14-Dec-16</td>
<td>31-Dec-17</td>
<td>287.64</td>
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<tr>
<td>Oracle Solaris and Oracle VM Server for SPARC procinst (for factory installation)</td>
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<td>20369747</td>
<td>1</td>
<td>14-Dec-16</td>
<td>31-Dec-17</td>
<td>0.09</td>
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<tr>
<td>Power cord: North America and Asia, 1 meter, NEMA 5-15P plug, C13 connector, 10 A (for factory installation)</td>
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<td>20369747</td>
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<td>14-Dec-16</td>
<td>31-Dec-17</td>
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</table>

**Hardware Technical Support Fees:** USD 1,222.16

**Total Price:** USD 15,680.59

*Plus applicable tax*

Please note the following:
- If you have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified.
## GENERAL INFORMATION

<table>
<thead>
<tr>
<th>OFFER EXPIRATION</th>
<th>ORACLE: Oracle America, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Service Number: 2939011</td>
<td>Oracle Support Sales Representative: Sarah Vlach</td>
</tr>
<tr>
<td>Offer Expires: 31-Dec-16</td>
<td>Telephone:</td>
</tr>
<tr>
<td></td>
<td>Fax:</td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:sarah.vlach@oracle.com">sarah.vlach@oracle.com</a></td>
</tr>
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<table>
<thead>
<tr>
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</tr>
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<tbody>
<tr>
<td>CUSTOMER QUOTE TO</td>
</tr>
<tr>
<td>Account Contact: Christine West</td>
</tr>
<tr>
<td>Account Name: CITY OF SAINT PETERSBURG</td>
</tr>
<tr>
<td>Address: 2001 28TH STREET NORTH SAINT PETERSBURG BEACH FL 33715 United States</td>
</tr>
<tr>
<td>Telephone: 727 892-5186</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:christine.west@stpete.org">christine.west@stpete.org</a></td>
</tr>
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</table>

| CUSTOMER BILL TO |
| Account Contact: Christine West |
| Account Name: CITY OF SAINT PETERSBURG |
| Address: FINANCE DEPARTMENT ACCOUNTS PAYABLE PO BOX 1257 Saint Petersburg FL 33731 United States |
| Telephone: 727-892-5186 |
| Fax: |
| E-mail: christine.west@stpete.org |

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<table>
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<th>License Level / Type</th>
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<th>Price</th>
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<td>13489479</td>
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<td>1-Jan-17</td>
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<td>Change Management Pack - Processor Perpetual</td>
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<td>1</td>
<td></td>
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<td>E-Business Suite Employee User - Employee User Perpetual</td>
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<td>1-Jan-17</td>
<td>31-Dec-17</td>
<td>5,388.34</td>
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<tr>
<td>E-Business Suite Professional User - Professional User Perpetual</td>
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Program Technical Support Fees: USD 90,879.12
Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.
TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY OF SAINT PETERSBURG represents that Customer has authorized CITY OF SAINT PETERSBURG to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. CITY OF SAINT PETERSBURG agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY OF SAINT PETERSBURG agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and b) any failure of CITY OF SAINT PETERSBURG to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at http://www.oracle.com/us/support/policies/index.html.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-TSRAv100111-8466-02-NOV-2011 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.
City of St. Petersburg
Sole Source Request
Procurement & Supply Management

Department: Technology Services  Requisition No. 5359582
Check One: X Sole Source  Proprietary Specifications
Proposed Vendor: Oracle American, Inc.
Estimated Total Cost: $690,419.29

Description of Items (or Services) to be purchased:
Annual Maintenance, Support and Software Update agreements for Oracle eBusiness Suite, Oracle Work and Asset Management (WAM), Oracle WebCenter, Oracle Spatial, and other Oracle and Solaris technology products.

Purpose of Function of items:
Annual Maintenance, Support and Software Update agreements

Justification for Sole Source of Proprietary specification:
Oracle is a sole source provider of maintenance, support, and software updates of Oracle products.

Department Director

Administrator/Chief

Louis Moore, Director

Date

Rev (1/11), (6/15)
A RESOLUTION DECLARING ORACLE AMERICA, INC. TO BE A SOLE SOURCE SUPPLIER TO PROVIDE ANNUAL SERVICE AGREEMENTS FOR THE DEPARTMENT OF TECHNOLOGY SERVICES; APPROVING ANNUAL SERVICE AGREEMENTS WITH ORACLE AMERICA INC. FOR THE ORACLE EBUSINESS SUITE AND RELATED SOFTWARE AT A TOTAL COST NOT TO EXCEED $690,419.29; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City utilizes the Oracle eBusiness Suite application to manage and operate such functions as human resources, finance, payroll, budget, projects, grants, property management, housing loans, billing and collections, purchasing and inventory; and

WHEREAS, the City wishes to renew annual service agreements with Oracle America, Inc. ("Oracle") through December 31, 2017 at a cost of $690,419.29; and

WHEREAS, this purchase is being made in accordance with Section 2-249 of the City Code which authorizes City Council to approve the purchase of a supply or service over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source; and

WHEREAS, the Procurement Department, in cooperation with the Department of Technology Services, recommends renewing annual service agreements with Oracle; and

WHEREAS, the Mayor or Mayor's designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Oracle America, Inc. is a sole source supplier.

BE IT FURTHER RESOLVED that the award of annual service agreements with Oracle America, Inc. for the Oracle eBusiness Suite and related software at a total cost not to exceed $690,419.29 is hereby approved and that 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:

[Signature]

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

Subject: Awarding a contract to Highway Safety Devices, Inc. for the Engineering Project No. 16046-112; (Oracle Nos. 15091 and 15637) in the amount of $400,870.

Explanation: The Procurement Department received three bids for the Traffic Mast Arm Signal Projects (see below).

The contractor will furnish all labor, materials and equipment necessary to replace the span wire traffic signals and controller with wind resistant mast arm traffic signals at the intersection of Dr. Martin Luther King, Jr. Street North and 94th Avenue. The work consists of one (1) intersection new mast arm-signal with four (4) single arm poles; fifteen (15) linear feet of concrete curb and gutter; twenty-two (22) square yards of concrete sidewalks; sixteen (16) square foot detectable warning signals; one (1) electrical power service, eight (8) traffic signals - 3 sections; four (4) traffic signals - 4 sections; four (4) pedestrian signals 2-way; five (5) vehicle detection devices; eight (8) pedestrian detectors; one (1) controller; four (4) sign panels; four (4) internally illuminated signs; and new striping at three (3) crosswalks. This work also includes erosion control, traffic control and restoration of all disturbed areas.

The contractor will begin work approximately ten days from written notice to proceed and is scheduled to complete work within 60 consecutive calendar days thereafter. A maximum period of 120 days is considered for acquisition of mast arm traffic signals and equipment.

Bids were opened on September 8, 2016, and are tabulated as follows:

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<th>Bidder</th>
<th>Base Bid</th>
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<td>Highway Safety Devices, Inc.</td>
<td>$400,870.00</td>
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<td>(Tampa, FL)</td>
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<tr>
<td>Florida Safety Contractors, Inc. (Thonotosassa, FL)</td>
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<tr>
<td>American Lighting and Signalization, Inc. (Jacksonville, FL)</td>
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Highway Safety Devices, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 6170, dated September 8, 2016. They have satisfactorily performed similar projects for the City in the past. The principal of the firm is Gordon L. Johnson, President.

Recommendation: Administration recommends awarding this contract to Highway Safety Devices, Inc. for the Engineering Project No. 16046-112; (Oracle Nos. 15091 and 15637) in the amount of $400,870 and providing an effective date.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Transportation Impact Fee CIP Fund (3071), Traffic Signal Mast Arm FY16 Project (15091) and Neighborhood & Citywide Infrastructure CIP Fund (3027), Traffic Signal Mast Arm Signal- FY17 Project (15637).

Attachments: Resolution

Approvals:

Administrative: [Signature]

Budget: [Signature]
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO HIGHWAY SAFETY DEVICES, INC. FOR THE TRAFFIC MAST ARM SIGNAL PROJECT AT THE INTERSECTION OF DR. MARTIN LUTHER KING, JR. STREET NORTH AND 94TH AVENUE FOR THE ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT (ENGINEERING PROJECT NO. 16046-112; ORACLE NOS. 15091 AND 15637) AT A TOTAL COST NOT TO EXCEED $400,870; AUTHORIZING THE MAYOR OR MAYOR’S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received three bids for the Traffic Mast Arm Signal Project at the intersection of Dr. Martin Luther King, Jr. Street North and 94th Avenue pursuant to IFB No. 6170 dated September 8, 2016; and

WHEREAS, Highway Safety Devices, Inc. has met the requirements of IFB No. 6170; 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 is accepted and the award of an agreement to Highway Safety Devices, Inc. for the Traffic Mast Arm Signal Project at the intersection of Dr. Martin Luther King, Jr. Street North and 94th Avenue for the Engineering & Capital Improvements Department (Engineering Project No. 16046-112; Oracle Nos. 15091 and 15637) at a total cost not to exceed $400,870 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:

[Signature]
City Attorney (Designee)
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 21, 2016

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

Subject: Renewing an annual software maintenance agreement with SunGard Public Sector Inc., a sole source supplier, for the Department of Technology Services, at a total amount of $222,196.35.

Explanation: The City received a proposal to renew an annual service agreement for the SunGard suite of software.

The vendor provides 24 hours a day, seven days a week telephone and dial-in support. They also provide upgrades and patches for the SunGard suite of software that is used to produce utility bills, construction and building permits, code enforcement letters, occupational licenses, cash receipts, parking citation payments, land parcel management, work orders and facilities maintenance projects.

This software also integrates with the City's Imaging System, Interactive Voice Response System, Work and Asset Management (WAM) System, Oracle E-Business Suite, Open Counter, See Click Fix, and Looking Glass web-based business and GIS applications.

Due to the proprietary design of the SunGard land-based suite of applications, a sole source procurement is recommended.

The Procurement Department recommends renewal:

SunGard Public Sector Inc. .......................................................... $222,196.35

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement Code, which authorizes City Council to approve the purchase of a supply or service greater than $50,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Department of Technology Services Operating Fund (5011), Department of Technology Services, Systems Development Number (8502557).

Attachments: Sole Source Resolution

Approvals:

[Signatures]

Administrative
Budget

CB-2
City of St. Petersburg

Sole Source Request
Procurement & Supply Management

Department: DoTS
Requisition No. TBD

Check One: X Sole Source
Proprietary Specifications

Proposed Vendor: FIS SunGard Public Sector

Estimated Total Cost: $222,196.35

Description of Items (or Services) to be purchased:
Annual maintenance for the SunGard Public Sector suite of applications.

Purpose or Function of Items:
To provide 24/7 telephone and dial-in support on the City's land-based business applications including: Utility Accounts, Codes Enforcement, Billing and Collections, Work Orders, Occupational License, Land Management, Parking Tickets, Planning and Zoning, Building Permits, Cash Receipts, CRM, Click2Gov web, GTG Looking Glass, DMS, Cognos Analytics, Learning P.A.S.S., ePlan Review, 2-hour Window, Mobiles, Custom Program Modifications and Application Program Interfaces: Utility Bill Print, Property Appraiser Data Import to LX, Selectron Interactive Voice Response System, Questys, WAM, Autovue, Autocite.

Justification for Sole Source of Proprietary specification:
The SunGard Public Sector Land-based suite of applications is proprietary software. Support and maintenance is only provided by SunGard Public Sector.

__________________________
Department Director

__________________________
Administrator/Chief

__________________________
Louis Moore, Director
Procurement & Supply Management

10/21/16
Date

10/25/16
Date

10/27/16
Date

I hereby certify that in accordance with Section 2-249 of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand

Rev (1/11), (6/15)
A RESOLUTION DECLARING SUNGARD PUBLIC SECTOR LLC TO BE A SOLE SOURCE SUPPLIER TO PROVIDE SOFTWARE MAINTENANCE FOR THE DEPARTMENT OF TECHNOLOGY SERVICES; ACCEPTING A PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT WITH SUNGARD PUBLIC SECTOR LLC AT A TOTAL CONTRACT COST NOT TO EXCEED $222,196.35 FOR SOFTWARE MAINTENANCE; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, SunGard Public Sector LLC ("SunGard") provides 24 hour a day, 7 days a week telephone and dial-in support for SunGard software which is integrated with the City’s suite of network applications; and

WHEREAS, SunGard is the only source of 24-7 support and maintenance for the City’s SunGard land-based suite of applications; and

WHEREAS, Section 2-249 of the City Code authorizes City Council to approve the purchase of a supply or service greater than $50,000 without competitive bidding, if it has been determined that the supply or service is available from only one source; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Department of Technology Services, recommends approval of the award of an agreement with SunGard as a sole source supplier; and

WHEREAS, the Mayor or Mayor’s designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that SunGard Public Sector LLC is a sole source supplier to provide software maintenance for the Department of Technology Services.

BE IT FURTHER RESOLVED that the award of an agreement with SunGard Public Sector LLC at a total contract cost not to exceed $222,196.35 for software maintenance is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 21, 2016

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

Subject: Renewing a blanket purchase agreement with Bay Area Heating and Cooling Inc. for HVAC installation, maintenance and repair services for the Downtown Enterprise Facilities, at an estimated renewal cost of $25,000 and a total contract amount of $176,000.

Explanation: On January 8, 2013, the City awarded a one-year agreement for HVAC maintenance and repairs services through November 30, 2014. The agreement has three one-year renewal options. This is the final renewal option.

The vendor provides residential Heating, Ventilating and Air Conditioning (HVAC) maintenance, repairs and services at the Jamestown Apartments and Townhomes. These services include installation and maintenance of new Trane HVAC units. Many of the units were installed in 2008 and have reached the end of their useful life-cycle. The vendor will replace the units in several of the 76 residential apartments as determined by the apartment's management.

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.

The Procurement Department, in cooperation with Downtown Enterprise Facilities, recommends renewal:

Bay Area Heating and Cooling, Inc. ........................................... $176,000

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Initial Agreement</td>
<td>$25,000</td>
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<tr>
<td>1st Renewal</td>
<td>$55,000</td>
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<td>2nd Renewal</td>
<td>$15,000</td>
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<td>Admin Increase</td>
<td>$56,000</td>
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<td>Final Renewal</td>
<td>$25,000</td>
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<tr>
<td>Total Agreement</td>
<td>$176,000</td>
</tr>
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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 previously appropriated in the Jamestown Operating Fund (4081), Downtown Enterprise Facilities, Jamestown Complex (282-1113).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION APPROVING THE THIRD AND FINAL RENEWAL OPTION OF AN AGREEMENT (BLANKET AGREEMENT) WITH BAY AREA HEATING AND COOLING INC. FOR HVAC INSTALLATION, MAINTENANCE AND REPAIR SERVICES FOR THE DOWNTOWN ENTERPRISE FACILITIES DEPARTMENT AT AN ESTIMATED RENEWAL AMOUNT NOT TO EXCEED $25,000 FOR A TOTAL FOUR YEAR CONTRACT AMOUNT NOT TO EXCEED $176,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 8, 2013, City Council approved a one-year Agreement (Blanket Agreement) with Bay Area Heating and Cooling, Inc. (“Bay Area”) in the initial amount not to exceed $25,000 with three one-year renewal options for HVAC installation, maintenance and repair services for the Downtown Enterprise Facilities; and

WHEREAS, the first and second one-year renewal options including an administrative increase of $56,000 did not require City Council approval for agreements under $100,000; and

WHEREAS, the City desires to exercise the third and final renewal option of the Agreement in an amount not to exceed $25,000 for a total four year contract amount not to exceed $176,000; and

WHEREAS, the Procurement Department, in cooperation with the Downtown Enterprise Facilities Department, recommends this renewal; and

WHEREAS, Bay Area has agreed to hold prices firm under the terms and conditions of Pinellas County Contract No. 112-0264.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the third and final renewal option of an Agreement (Blanket Agreement) with Bay Area Heating and Cooling Inc. for HVAC installation, maintenance and repair services for the Downtown Enterprise Facilities Department at an estimated renewal amount not to exceed $25,000 for a total four year contract amount not to exceed $176,000 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 content:

[Signature]

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

Subject: Awarding a three-year blanket purchase agreement to Joseph Bryant Landscaping and Site Work Event Planning, LLC for grading and drainage services for the Engineering & Capital Improvements Department and Parks & Recreation Department, at an amount not to exceed $150,000.

Explanation: The Procurement Department received three bids for grading and drainage services.

The vendor will provide all labor and equipment necessary for rough and fine grading operations of simple to moderate complexity.

The services will be used for large grading projects when there are time constraints, or when city crew capacity is unavailable. The service also includes sod stripping and regrading large parks in preparation for re-sodding. The vendor has access to a wide range of equipment and can deploy its workforce on short notice to support City requirements.

The Procurement Department, in cooperation with the Engineering & Capital Improvements and Parks & Recreation departments, recommends for award:

Joseph Bryant Landscaping and Site Work Event Planning, LLC..................$150,000

Three years @$50,000 per year

Joseph Bryant Landscaping and Site Work Event Planning, LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 6110-2, dated September 9, 2016.

They are a privately held company based in Gulfport. They have satisfactorily performed similar services for the City in the past. A blanket purchase agreement will be issued and will be binding only for actual services rendered. The agreement will be effective from the date of award through November 20, 2019, with one two-year renewal option.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Capital Improvements Fund (3001), Capital Improvements Department (1302465) and Parks and Recreation General Fund (0001).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signatures]

Administrative

Budget
### Bid Calculation

**City of Petersburg**

**Procurement and Supply Management**

**Joseph Bryant Landscaping and Site Work Event Planning LLC**
- Gulfport, FL
- Terms: 2%/10, Net 30
- Delivery: 7 Days

**Advantage Environmental Services, Inc.**
- St. Petersburg, FL
- Terms: Net 30
- Delivery: 4 Hours

**Ajax Paving Industries of Florida, LLC**
- North Venice, FL
- Terms: Net 30
- Delivery: 365 Days

<table>
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<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Laborer: Shovel &amp; Lumber</td>
<td>6</td>
<td>Hr</td>
<td>$27.00</td>
<td>$162.00</td>
<td>45.00</td>
<td>$270.00</td>
<td>125.00</td>
<td>$750.00</td>
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<td>2</td>
<td>Skidsteer (Bobcat) &amp; Operator</td>
<td>6</td>
<td>Hr</td>
<td>70.00</td>
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<td>103.49</td>
<td>620.94</td>
<td>150.00</td>
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<td>3</td>
<td>Grading Tractor &amp; Operator</td>
<td>6</td>
<td>Hr</td>
<td>30.00</td>
<td>180.00</td>
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<td>1,800.00</td>
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<td>4</td>
<td>Payloader &amp; Operator</td>
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<td>Hr</td>
<td>60.00</td>
<td>420.00</td>
<td>373.27</td>
<td>2,239.62</td>
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<td>5</td>
<td>Riding Vibratory Roller &amp; Operator</td>
<td>6</td>
<td>Hr</td>
<td>70.00</td>
<td>420.00</td>
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<td>6</td>
<td>Dump Truck &amp; Operator</td>
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<td>Hr</td>
<td>75.00</td>
<td>450.00</td>
<td>131.45</td>
<td>788.70</td>
<td>125.00</td>
<td>750.00</td>
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<td>7</td>
<td>Pick-up Truck, Trailer &amp; Operator</td>
<td>6</td>
<td>Hr</td>
<td>50.00</td>
<td>300.00</td>
<td>72.93</td>
<td>437.58</td>
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<td>8</td>
<td>Plate Compactor &amp; Operator</td>
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<td>Hr</td>
<td>42.00</td>
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<td>103.49</td>
<td>620.94</td>
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<td>9</td>
<td>Grading &lt; 100sy</td>
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<td>10</td>
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<td>Dollar</td>
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<td>3.60</td>
<td>7,500.00</td>
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**Subtotal:** $3,091.60

**2%/10, Net 30 Discount:** $61.63

**Total:** $3,029.77

**Advantage Environmental Services, Inc.**

**Subtotal:** $7,854.28

**Total:** $7,854.28

**Ajax Paving Industries of Florida, LLC**

**Subtotal:** $23,550.00

**Total:** $23,550.00
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT (BLANKET AGREEMENT) WITH ONE TWO-YEAR RENEWAL OPTION TO JOSEPH BRYANT LANDSCAPING AND SITE WORK EVENT PLANNING”LLC” AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $50,000 FOR A TOTAL THREE-YEAR CONTRACT AMOUNT OF $150,0000 FOR GRADING AND DRAINAGE SERVICES FOR THE ENGINEERING & CAPITAL IMPROVEMENTS AND PARKS & RECREATION DEPARTMENTS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 9, 2016, the Purchasing Department received three bids for IFB No. 6110-2 for grading and drainage services for the Engineering & Capital Improvements and Parks and Recreation Departments (“Departments”); and

WHEREAS, Joseph Bryant Landscaping and Site Work Event Planning”LLC” has met the requirements for IFB No. 6110-2; and

WHEREAS, the Procurement Department, in cooperation with the Departments 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) with one two-year renewal option to Joseph Bryant Landscaping and Site Work Event Planning”LLC” at an estimated annual cost not to exceed $50,000 for a total three-year contract amount of $150,0000 for grading and drainage services for the Engineering & Capital Improvements and Parks & Recreation Departments 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 content:

[Signature]
City Attorney (designee)
To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Renewing a blanket purchase agreement with Clada Productions, LLC for video broadcasting system maintenance, for an estimated renewal amount of $82,000 and a total contract amount of $117,000.

Explanation: On December 1, 2015, administration approved a one-year agreement for video broadcasting system engineering and equipment. The agreement is effective through November 30, 2016. 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.

The vendor provides on-site video broadcasting system maintenance and engineering services. This service includes configurations, new equipment installation, troubleshooting, equipment system maintenance and repairs. They also provide related consulting services for all equipment owned and operated by St Pete TV and the City Council chambers.

The Procurement Department, in cooperation with the Marketing Department, recommends approval:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Original Agreement</td>
<td>$35,000</td>
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<tr>
<td>1st Renewal</td>
<td>$82,000</td>
</tr>
<tr>
<td>New Contract Amount</td>
<td>$117,000</td>
</tr>
</tbody>
</table>

The contractor has agreed to hold the terms and conditions of Bid No. 5913, dated November 3, 2015. Administration recommends renewal of the agreement based on the contractor's past satisfactory performance and demonstrated compliance with the terms and conditions of the agreement. The renewal will be effective from date of approval through November 30, 2018. This agreement is binding only for the actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Marketing Television (2301757).

Attachments: Bid Tabulation
Price History
Resolution

Approvals:

[Signatures]

Administrative
Budget

CB-5
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>EAU</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tr>
<td>1</td>
<td>Engineering Services (Engineer) for Video Broadcast Systems per manhour for normal response time requests.</td>
<td>510</td>
<td>HR</td>
<td>65.00</td>
<td>33150.00</td>
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<td>2</td>
<td>Engineering Services (Engineer) for Video Broadcast Systems per manhour for emergency response time requests.</td>
<td>20</td>
<td>HR</td>
<td>65.00</td>
<td>1300.00</td>
<td>125.00</td>
<td>2500.00</td>
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Sub Total: $34450.00  $52480.00
Payment Discount: $689.00  $0.00
SBE Discount: $0.00  $0.00
Total: $33761.00  $52480.00
## Price History

Engineering Services, Video Broadcast System

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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<th>FY17</th>
<th>% Change</th>
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<tr>
<td>1</td>
<td>Video Broadcast system engineering services, hourly fee</td>
<td>$65</td>
<td>$81</td>
<td>25%</td>
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</table>
A RESOLUTION APPROVING A TWO-YEAR RENEWAL OPTION OF AN AGREEMENT (BLANKET AGREEMENT) WITH CLADA PRODUCTIONS LLC FOR VIDEO BROADCASTING SYSTEM MAINTENANCE FOR THE MARKETING DEPARTMENT AT AN ESTIMATED RENEWAL AMOUNT NOT TO EXCEED $82,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $117,000; AUTHORIZING THE MAYOR OR MAYOR’S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 1, 2015, City Council approved a one-year Agreement (Blanket Agreement) with Clada Productions LLC “(Clada”) with the initial amount not to exceed $35,000 with one two-year renewal option for video broadcasting system maintenance for the Marketing Department; and

WHEREAS, the City desires to exercise the sole two-year renewal option of the Agreement in an amount not to exceed $82,000 for a total contract amount not to exceed $117,000; and

WHEREAS, the Purchasing Department, in cooperation with the Marketing Department, recommends this renewal.

WHEREAS, Clada has agreed to hold prices firm under the terms and conditions of Bid No. 5913.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that a two-year renewal option of an Agreement (Blanket Agreement) with Clada Productions LLC for video broadcasting system maintenance for the Marketing Department at an estimated renewal amount not to exceed $82,000 for a total contract amount not to exceed $117,000 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 content:

[Signature]
City Attorney (designee)
To: The Honorable Amy Foster, Chair, and Members of City Council

Subject: Renewing a blanket purchase agreement with Eco-Land Design, LLC for outdoor water conservation irrigation evaluation services for the Water Resources Department, for an amount not to exceed $162,590.

Explanation: On September 16, 2014, the City entered into a one-year agreement for outdoor water conservation irrigation evaluation services through October 31, 2015. The agreement has three one-year renewal options. On April 9, 2015, the first renewal option was executed. This is the second renewal option.

Because of the change in the approval threshold, City Council approval is now being requested. No additional allocation is being requested.

The vendor provides outdoor water conservation irrigation evaluation services for the City's Sensible Sprinkling Program (Program). The vendor provides in-ground irrigation evaluation to residential, multi-family, and commercial users of potable, private well, and reclaimed water.

The purpose of the program is to determine efficiency, make site-specific recommendations, detailing appropriate modifications to enhance efficiency. The program also installs rain sensor devices provided by the City, and completes follow-up evaluations to 10 percent of program participants to determine if suggested modifications were implemented.

The Procurement Department, in cooperation with the Water Resources Department, recommends approval:

<table>
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<tr>
<th>Original Agreement</th>
<th>$82,590</th>
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<tr>
<td>First Renewal Option</td>
<td>80,000</td>
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<td>Second Renewal Option</td>
<td>n/c</td>
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<tr>
<td>New Contract Total Amount</td>
<td>$162,590</td>
</tr>
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</table>

The contractor has agreed to hold prices firm under the terms and conditions of RFP No. 7727, dated August 1, 2014. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance, demonstrated ability to comply with the terms and conditions of the contract, and no requested increase in unit price. The renewal will be effective from the date of approval through October 31, 2017.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001), Water Conservation Administration (4202133).

Attachments: Resolution

Approvals:

[Signatures]

Administrative: [Signature]
Budget: [Signature]
A RESOLUTION APPROVING THE SECOND AND FINAL ONE-YEAR RENEWAL OPTION OF AN AGREEMENT (BLANKET AGREEMENT) WITH ECO-LAND DESIGN, LLC FOR OUTDOOR WATER CONSERVATION IRRIGATION EVALUATION SERVICES FOR THE SENSIBLE SPRINKLING PROGRAM FOR THE WATER RESOURCES DEPARTMENT FOR A TOTAL THREE-YEAR CONTRACT AMOUNT OF $162,590; AUTHORIZING THE MAYOR OR MAYOR’S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 16, 2014, the City entered into a one-year Agreement (Blanket Agreement) with Eco-Land Design, LLC (“Eco-Land”) with two one-year renewal options for outdoor water conservation irrigation evaluation services for the Sensible Sprinkling Program (“Program”) for the Water Resources Department in the amount not to exceed $82,590; and

WHEREAS, the first renewal option in the amount of $80,000 did not require City Council approval for agreements under $100,000; and

WHEREAS, the City desires to exercise the second and final one-year renewal option of the Agreement; and

WHEREAS, unexpended allocated funds from the first renewal will be allocated to utilized to fund the Program through the second and final one-year renewal period with no additional funding being committed for this Agreement; and

WHEREAS, Eco-Land has agreed to hold prices firm under the terms and conditions of RFP No. 7727; and

WHEREAS, the Purchasing Department, in cooperation with the Water Resources Department, recommends this renewal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the second and final renewal option of an agreement (Blanket Agreement) with Eco-Land Design, LLC for outdoor water conservation irrigation evaluation services for the Sensible Sprinkling Program for the Water Resources Department for a total three-year contract amount not to exceed $162,590 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 content:

[Signature]
City Attorney (designee)
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 21, 2016

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

Subject: Awarding a blanket purchase agreement to Cal Tech Testing, Inc. for grouting of manholes and sewer pumps for the Water Resources Department at an amount not to exceed $75,000.

Explanation: This purchase is being made from Pasco County Bid No. IFB-EC-14-200,

The vendor will provide all labor, materials and equipment required for the grouting of manholes and sewer pump. The grout will stop water infiltrations in manholes and sewer pump stations.

The Procurement Department recommends for award utilizing Pasco County Bid No. IFB-EC-14-200:

Cal Tech Testing, Inc. ............... $75,000

The vendor has met the specifications, terms and conditions of Pasco County Bid No. IFB-EC-14-200 dated, July 17, 2014. 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. A Blanket purchase agreement will be issued to the vendor only for actual services rendered. This agreement will be effective through September 30, 2017.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003).

Attachments: Resolution

Approvals:

[Signatures]

Administrative

Budget
A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT (BLANKET AGREEMENT) TO CAL-TECH TESTING, INC. FOR THE PURCHASE OF GROUTING OF MANHOLES AND SEWER PUMPS FOR THE WATER RESOURCES DEPARTMENT AT AN ESTIMATED COST NOT TO EXCEED $75,000, UTILIZING PASCO COUNTY BID NO. IFB-EC-14-200; 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 the grouting of manholes and sewer pumps to prevent water infiltrations for the Water Resources Department; and

WHEREAS, pursuant to Section 2-256(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, Cal-Tech Testing, Inc. has met the specifications, terms and conditions of Pasco County Bid No. IFB-EC-14-200; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the award of an agreement to Cal-Tech Testing, Inc. for the purchase of grouting of manholes and sewer pumps for the Water Resources Department at an estimated cost not to exceed $75,000 utilizing Pasco County Bid No. IFB-EC-14-200 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:

[Signature]

City Attorney (Designee)
SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of November 21, 2016

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

Subject: Accepting a proposal from MUSCO Sports Lighting, LLC, a sole source supplier, to furnish and install LED lighting at North Shore Park tennis courts for the Engineering and Capital Improvements Department, at a total cost of $64,789.

Explanation: The City received a proposal to install and test energy saving LED fixtures at the North Shore Park tennis courts.

The vendor will provide all labor, material and equipment necessary to replace the field lighting at two of four existing North Shore Park tennis courts for a comparative evaluation. The vendor will remove existing poles and install new energy saving LED fixtures, cross-arms and 40 foot poles. The installation will include the reuse of existing electrical infrastructure, contactors and controls.

In addition, the vendor will provide test data for the LED lighting as installed, to assess the quality of light for tennis courts, reduction of glare directed to neighboring properties, and estimated energy savings. Because Musco lighting is the only LED lighting manufacturer that offers an adjustable glare shield designed to minimize spill light to adjacent properties, a sole source procurement is requested.

The Procurement Department, in cooperation with the Engineering and Capital Improvements Department, recommends:

MUSCO Sports Lighting, LLC.........................................................$64,789

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement Code, which authorizes City Council to approve the purchase of a supply, service or construction greater than $50,000 without competitive bidding, when such supply service or construction is needed for trial use or testing.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029), Outdoor Court Facility Imps Project (13755).

Attachments: Sole Source (2 pages)
Quote
Resolution

Approvals:

[Signatures]
City of St. Petersburg
Sole Source Request
Procurement & Supply Management

Department: Capital Improvements Requisition No. TBD
Check One: X Sole Source ______ Proprietary Specifications
Proposed Vendor: MUSCO Sports Lighting, LLC
Estimated Total Cost: $65,000

Description of Items (or Services) to be purchased:
Athletic Field (Tennis Court) lighting and poles and electrical service installation

Purpose of Function of Items:
Provide a test for LED lighting at Parks and Recreation Tennis and Basketball Courts. It is intended that this initial installation of LED lighting will confirm the acceptability of the quality of the LED lighting fixtures. This test case will be installed on the two southern most tennis courts at North Shore Park. MUSCO lighting to date has been the only vendor that appears able to provide lighting specifically engineered for athletic courts that will not create excessive glare for neighboring properties.

Justification for Sole Source of Proprietary specification:

Per the St. Petersburg City Code Chapter 2 - Administration, Article V. - Purchasing, Contracts, Etc., Division 3. - Procurement Code, Section 2-249. - Sole source procurement, the following conditions will allow for a sole source procurement.

Paragraph (a) defines the Condition for use as follows.

Sole source procurement may be used to purchase supplies, services or construction when such supply, service or construction is available from only one source and must be made in accordance with the sole source procedures authorized by this division. A requirement for a particular proprietary item does not justify sole source procurement if there is more than one potential bidder or offeror for that item. Examples when a sole source procurement may be used shall include but not be limited to the following:

Sub-paragraph (2) is applicable to this project as follows.

Where a sole supplier's item is needed for trial use or testing.

The MUSCO product applies to the above condition. Should this test case prove a successful use of the LED product, additional locations will be bid as required by the City's Procurement Code.
I hereby certify that in accordance with Section 2-249 of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.

Thamo B. Huber
Department Director
Date
9-12-16

Administrator/Chief
Date
09/12/16

Louis Moore
Date
09/13/16

Louis Moore, Director
Procurement & Supply Management
North Shore Tennis  
City of St. Petersburg  
No Controls & Monitoring  
Date: 10/31/2016

**Description – 2 - Tennis Courts (side by side - 30fc)**

Sports Cluster LED System delivered to your site
- Crossarms and LED fixtures
- To attach to square concrete poles.
- UL Listed remote electrical component enclosure & Pole length wire harness

Also includes:
- Energy savings of more than 60% over a standard lighting system
- 70% less spill and glare light than Musco’s prior industry leading technology
- Musco 10/2 Warranty
- Constant light level of 30fc
- Re-using existing electrical infrastructure, contactors & controls.

**Pricing listed below is based on Clay County bid #13/14-8**

<table>
<thead>
<tr>
<th>Field Description</th>
<th>QTY</th>
<th>$ Per</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tennis (2 courts - 50fc - SCG)</td>
<td>1</td>
<td>$32,200</td>
<td>$32,200</td>
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<tr>
<td>Installation of 40' mh poles</td>
<td>4</td>
<td>$3,600</td>
<td>$14,400</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Sub-Total $46,600</td>
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<tr>
<td>Deduct for reduced light levels (30fc)</td>
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<td>$(4,111)</td>
<td>$(4,111)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>TOTAL</strong> $42,489</td>
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<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Demo of existing poles</td>
<td>$1,500</td>
</tr>
<tr>
<td>Chipping existing pole bases to below grade</td>
<td>$2,800</td>
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<tr>
<td>Electrical</td>
<td>$14,000</td>
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<tr>
<td>Permitting</td>
<td>$1,000</td>
</tr>
<tr>
<td>Allowance for unforeseen conditions</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

**TOTAL** ........................................................................................................... $64,789

Sales tax, Power Company fees, permitting fees are not included

_Robert A. DeCouto_
A RESOLUTION DECLARING MUSCO SPORTS LIGHTING, LLC TO BE A SOLE SOURCE SUPPLIER TO PROVIDE LED LIGHTING FOR TENNIS COURTS; ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT TO PROVIDE LIGHTING INSTALLATION AT NORTH SHORE PARK TENNIS COURTS FOR TRIAL AND TESTING FOR THE ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT FOR A CONTRACT AMOUNT NOT TO EXCEED $64,789; 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 replace the existing field lighting at two of four North Shore Park tennis courts with new energy saving LED fixtures; and

WHEREAS, Engineering & Capital Improvements Department ("Engineering") is requesting MUSCO Sports Lighting, LLC ("MUSCO") to conduct a test of the LED lighting quality for tennis courts and should the test prove effective, Engineering along with the Parks and Recreation Department ("Parks & Recreation") will move forward with bidding and installing LED lighting at other Park locations; and

WHEREAS, MUSCO is the sole provider of the specific LED lighting requested for tennis courts to reduce glare directed to neighboring properties; and

WHEREAS, Section 2-249 of the City Code authorizes City Council to approve the purchase of a supply, service or construction from a sole supplier without competitive bidding, when such supply service or construction is needed for trial use or testing; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with Engineering and Parks & Recreation, recommends approval of the award to MUSCO as a sole source supplier; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that MUSCO Sports Lighting, LLC is a sole source supplier to provide LED lighting for tennis courts; and

BE IT FURTHER RESOLVED that the award of an agreement to MUSCO Sports Lighting, LLC to provide lighting installation at North Shore Park Tennis Courts for trial and testing for the Engineering & Capital Improvements Department for a contract amount not to exceed $64,789 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 21, 2016

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

SUBJECT: A resolution authorizing the Mayor, or his Designee, to accept a Deed in Lieu of Paying Special Assessments on an unimproved parcel located at approximately 4043 – 15th Avenue South, St. Petersburg, from Stormy Enterprises, LLC, a Nevada Limited Liability Company; and to execute all documents necessary to effectuate this transaction; and providing an effective date.

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

On September 3, 2015, City Council approved the new 2015 Special Assessment Lien Modification Program ("2015 SA Program"), through the adoption of City Council Resolution No. 2015-405, which superseded the 2012 SA Program, as amended. Option B of the 2015 SA Program allows a property owner to offer to convey to the City a Deed in Lieu of Paying Special Assessment Liens, provided that the property shall have clear unencumbered title.

Billing and Collections received a Special Assessment Lien Modification application from Stormy Enterprises, LLC ("Seller") requesting to convey an unimproved parcel located at approximately 4043 – 15th Avenue South, St. Petersburg ("Property") to the City via deed in lieu of paying the special assessments liens owed on the Property. The application was forwarded to Real Estate and Property Management ("Real Estate") for review in accordance with the City's Real Estate Policies and Procedures. The Seller acquired the Property at a tax deed sale on March 18, 2015 paying $4,100 for the Property.

The Property has lot dimensions of ±45 feet x 140 feet for a lot area of ±6,300 square feet and is zoned NT-1 (Neighborhood Traditional). The Property is legally described as follows:

Lot 8, less street, MEANS SUBDIVISION
Pinellas County Property ID: 27/31/16/56970/000/0080
Approx. Street Address: 4043 – 15th Avenue South, St. Petersburg

A requirement of the 2015 SA Program-Option B is for the Property to have clear unencumbered title. However, the title is presently uninsurable and without completing a quiet title suit,
conveyance of the Property would not be allowable under the 2015 SA Program. While the circumstances do not fully comply with the requirements established in the 2015 SA Program due to the uninsurable title, in an effort to bring this Property into a position to be developed in the future it is desirable for the City to accept title to the Property.

There are twenty (20) special assessment City liens in the amount of ±$10,881 (principal and interest) on the Property as of October 13, 2016, fourteen (14) lot clearing liens, six (6) securing liens and one (1) demolition lien which the City initiated in 2013 related to the demolition of a single-family dwelling unit that previously existed on the site. All except two (2) of the lot clearing liens were assessed prior to the Seller acquiring the Property. There are no active Codes Compliance cases against the Property at this time, no other encumbrances of record, and no outstanding real estate taxes due. The Seller will be paying the 2016 prorated real estate taxes through the date of closing and the state documentary stamps and recording fee on the deed.

The Administration recommends that the City accept the Property and hold it for approximately four (4) years from the date of the tax deed sale, at which time title insurance should be available, and then offer the Property for sale for the redevelopment of a new infill single-family residence.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to accept a Deed in Lieu of Paying Special Assessments on an unimproved parcel located at approximately 4043 – 15th Avenue South, St. Petersburg, from Stormy Enterprises, LLC, a Nevada Limited Liability Company, and to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: [Signature]

Budget: N/A

Legal: [Signature]

(As to consistency w/attached legal documents)
Legal: 00293951.doc V. 1
Approximately 4043 – 15th Avenue South, St. Petersburg
Resolution No. 2016 - _______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ACCEPT A DEED IN LIEU OF PAYING SPECIAL ASSESSMENTS ON AN UNIMPROVED PARCEL LOCATED AT APPROXIMATELY 4043 – 15TH AVENUE SOUTH, ST. PETERSBURG, FROM STORMY ENTERPRISES, LLC, A NEVADA LIMITED LIABILITY COMPANY; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 1, 2012, City Council established a Special Assessment Lien Modification Program ("2012 SA Program"), through the adoption of City Council Resolution No. 2012-515, that authorized the Mayor or his designee to take action on requests for relief of special assessment liens pursuant to the Policies and Procedures approved for the 2012 SA Program; and

WHEREAS, on December 5, 2013, City Council amended the 2012 SA Program through the adoption of City Council Resolution No. 2013-498 which extended the expiration date of the 2012 SA Program; and

WHEREAS, on September 3, 2015, City Council approved the new 2015 Special Assessment Lien Modification Program ("2015 SA Program"), through the adoption of City Council Resolution No. 2015-405, which superseded the 2012 SA Program, as amended; and

WHEREAS, Option B of the 2015 SA Program allows a property owner to offer to convey to the City a Deed in Lieu of Paying Special Assessment Liens, provided that the property shall have clear unencumbered title; and

WHEREAS, Billing and Collections received a Special Assessment Lien Modification application from Stormy Enterprises, LLC ("Seller") requesting to convey an unimproved parcel located at approximately 4043 – 15th Avenue South, St. Petersburg ("Property") to the City via deed in lieu of paying the special assessments liens owed on the Property; and

WHEREAS, the application was forwarded to Real Estate and Property Management ("Real Estate") for review in accordance with the City’s Real Estate Policies and Procedures; and

WHEREAS, the Seller acquired the Property at a tax deed sale on March 18, 2015 paying $4,100 for the Property; and
WHEREAS, the Property has lot dimensions of ±45 feet x 140 feet for a lot area of ±6,300 square feet, is zoned NT-1 (Neighborhood Traditional) and is legally described as follows; and

Lot 8, less street, MEANS SUBDIVISION
Pinellas County Property ID: 27/31/16/56970/000/0080
Approx. Street Address: 4043 – 15th Avenue South, St. Petersburg; and

WHEREAS, a requirement of the 2015 SA Program-Option B is for the Property to have clear unencumbered title; however, the title is presently uninsurable and without completing a quiet title suit, conveyance of the Property would not be allowable under the 2015 SA Program; and

WHEREAS, while the circumstances do not fully comply with the requirements established in the 2015 SA Program due to the uninsurable title, in an effort to bring this Property into a position to be developed in the future it is desirable for the City to accept title to the Property; and

WHEREAS, there are twenty (20) special assessment City liens in the amount of ±$10,881 (principal and interest) on the Property as of October 13, 2016, fourteen (14) lot clearing liens, six (6) securing liens and one (1) demolition lien which the City initiated in 2013 related to the demolition of a single-family dwelling unit that previously existed on the site and all except two (2) of the lot clearing liens were assessed prior to the Seller acquiring the Property; and

WHEREAS, there are no active codes cases against the Property, no other encumbrances of record, no outstanding real estate taxes due; and

WHEREAS, the Seller will be paying the 2016 prorated real estate taxes through the date of closing and the state documentary stamps and recording fee on the deed; and

WHEREAS, Administration recommends that the City accept the Property and hold it for approximately four (4) years from the date of the tax deed sale, at which time title insurance should be available, and then offer the Property for sale for the redevelopment of a new infill single-family residence.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to accept a Deed in Lieu of Paying Special Assessments on an unimproved parcel located at approximately 4043 – 15th Avenue South, St. Petersburg, as legally described above, from Stormy Enterprises, LLC, a Nevada Limited Liability Company, and to execute all documents necessary to effectuate this transaction.
This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00293951.doc V. 1

APPROVED BY:

Bruce E. Grmes, Director
Real Estate and Property Management

APPROVED BY:

Tammy Jerome, Director
Billing and Collections
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 Agreement with the St. Petersburg Yacht Club to operate the St. Petersburg Sailing Center located at 250 Second Avenue Southeast, St. Petersburg; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. (Requires an affirmative vote of at least six (6) members of City Council)

EXPLANATION: Real Estate and Property Management received a request from the St. Petersburg Yacht Club ("SPYC") for a five (5) year Agreement for it to continue operation of the St. Petersburg Sailing Center ("Sailing Center") through 2021. The Sailing Center is located on a ±53,000 square foot site on the South Mole at 250 Second Avenue Southeast which the SPYC has operated since 1977.

The Sailing Center was established with a goal of training and promoting sailing techniques and skills to youth and adults without regard to race, age, gender, socioeconomic standing or physical challenge. Through the Sailing Center's sponsorship and hosting of approximately thirty (30) major sailing events annually, St. Petersburg and its downtown waterfront amenities are continuously promoted throughout the year. Sailing competition at the Sailing Center includes one of the world's largest Disabled Sailing Regattas World Championships for numerous classes of sailboats together with one of the United States' largest Optimist Pram Regattas.

Last summer the Sailing Center, through its eight (8) week Youth Summer Sailing program, which was abbreviated due to the school calendar in 2016 but normally is ten (10) weeks, provided sailing instruction and hands on experience to individuals residing in St. Petersburg and other areas of the region. The summer 2016 Learn to Sail Program consisted of over 350 children, with subsidized enrollment scholarships to twenty five (25) minority and low-income children through the YMCA. Community organizations using the facilities, to list a few, are: The City of St. Petersburg's Therapeutic Recreation Department, The Wounded Warrior Project, Sunset Rotary, Lakeview Fundamental, St. Petersburg Christian, St. Paul's, All Children's Hospital, Junior League of St. Petersburg, Warrior Sailing Program, University of Florida, US Special Operations Command, Northshore Pool, Boy Scouts of America, The Pier Aquarium Summer Camp, J2 Racing (Paralympic Sailing Campaign), Florida Women's Sailing Association, St. Petersburg Sail & Power Squadron, USF Waterfront Program, Eckerd College Waterfront Program, Intercollegiate Sailing Association of North America, South Atlantic Interscholastic Sailing Association and others.

SPYC requested the membership fees be increased as they have remained unchanged since at least 2001. The membership fees will be set as follows:

- Junior (Under 21) – Remain unchanged at $150 per year.
- Adult – Increase from $250 per year to $350 per year.
- Family – Increase from $350 per year to $450 per year.

CM 161121 – 2 RE SP Yacht Club Sailing Center (2016-2021) L 3160 00293922

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 21, 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 Agreement with the St. Petersburg Yacht Club to operate the St. Petersburg Sailing Center located at 250 Second Avenue Southeast, St. Petersburg; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. (Requires an affirmative vote of at least six (6) members of City Council)

EXPLANATION: Real Estate and Property Management received a request from the St. Petersburg Yacht Club ("SPYC") for a five (5) year Agreement for it to continue operation of the St. Petersburg Sailing Center ("Sailing Center") through 2021. The Sailing Center is located on a ±53,000 square foot site on the South Mole at 250 Second Avenue Southeast which the SPYC has operated since 1977.

The Sailing Center was established with a goal of training and promoting sailing techniques and skills to youth and adults without regard to race, age, gender, socioeconomic standing or physical challenge. Through the Sailing Center's sponsorship and hosting of approximately thirty (30) major sailing events annually, St. Petersburg and its downtown waterfront amenities are continuously promoted throughout the year. Sailing competition at the Sailing Center includes one of the world's largest Disabled Sailing Regattas World Championships for numerous classes of sailboats together with one of the United States' largest Optimist Pram Regattas.

Last summer the Sailing Center, through its eight (8) week Youth Summer Sailing program, which was abbreviated due to the school calendar in 2016 but normally is ten (10) weeks, provided sailing instruction and hands on experience to individuals residing in St. Petersburg and other areas of the region. The summer 2016 Learn to Sail Program consisted of over 350 children, with subsidized enrollment scholarships to twenty five (25) minority and low-income children through the YMCA. Community organizations using the facilities, to list a few, are: The City of St. Petersburg's Therapeutic Recreation Department, The Wounded Warrior Project, Sunset Rotary, Lakeview Fundamental, St. Petersburg Christian, St. Paul's, All Children's Hospital, Junior League of St. Petersburg, Warrior Sailing Program, University of Florida, US Special Operations Command, Northshore Pool, Boy Scouts of America, The Pier Aquarium Summer Camp, J2 Racing (Paralympic Sailing Campaign), Florida Women's Sailing Association, St. Petersburg Sail & Power Squadron, USF Waterfront Program, Eckerd College Waterfront Program, Intercollegiate Sailing Association of North America, South Atlantic Interscholastic Sailing Association and others.

SPYC requested the membership fees be increased as they have remained unchanged since at least 2001. The membership fees will be set as follows:

- Junior (Under 21) – Remain unchanged at $150 per year.
- Adult – Increase from $250 per year to $350 per year.
- Family – Increase from $350 per year to $450 per year.

CM 161121 – 2 RE SP Yacht Club Sailing Center (2016-2021) L 3160 00293922
SPYC has executed a new Agreement for a term of five (5) years, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. SPYC is responsible for all maintenance of the premises, building, grounds and all improvements, including all required routine and scheduled maintenance, in addition to the first $2,000 of repair costs, per occurrence. SPYC is also responsible for payment of utility expenses including, but not limited to, electricity, cable, telephone, water, gas, sewerage, trash collection, and stormwater fees, in addition to any applicable taxes and insurance. SPYC will also 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 or demands that may arise or be claimed on account of the SPYC’s operation of the Premises. The Agreement may be terminated without cause by either party with one hundred eighty (180) days written notice prior to the scheduled date of termination. Since this Agreement has components similar to a lease, the procedures for leasing City property and waterfront and park land are addressed.

City Council Resolution No. 79-740A, dated October 4, 1979, requires that when leasing City property to a non-profit, private organization providing a public service, the organization “... pay operating costs plus a reserve for replacement.” Due to the limited funds available for the operation of the Sailing Center, and in recognition of the public purposes of the Sailing Center which include promoting St. Petersburg and providing sailing instruction and competition to a cross section of our community and region, the Administration recommends that the reserve for replacement requirement be waived in an effort to minimize operational related expenses.

Section 1.02 (c)(2) of the City Charter, as amended through the March 2001 referendum, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned DC-P, Downtown Center-Park.

These terms and conditions are consistent with prior leases with other non-profit organizations.

RECOMMENDATION: Administration recommends that City Council authorize the Mayor, or his Designee, to execute a five (5) year Agreement with the St. Petersburg Yacht Club to operate the St. Petersburg Sailing Center located at 250 Second Avenue Southeast, St. Petersburg; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: [Signature]

Budget: N/A

Legal: [Signature] (As to consistency w/attached legal documents)
Legal: 00293922, doc V. 1
Resolution No. 2016 - 

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIVE (5) YEAR AGREEMENT WITH THE ST. PETERSBURG YACHT CLUB TO OPERATE THE ST. PETERSBURG SAILING CENTER LOCATED AT 250 SECOND AVENUE SOUTHEAST, ST. PETERSBURG; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management received a request from the St. Petersburg Yacht Club ("SPYC") for a five (5) year Agreement for it to continue operation of the St. Petersburg Sailing Center ("Sailing Center") through 2021; and

WHEREAS, the Sailing Center is located on a ±53,000 square foot site on the South Mole at 250 Second Avenue Southeast which the SPYC has operated since 1977; and

WHEREAS, the Sailing Center was established with a goal of training and promoting sailing techniques and skills to youth and adults without regard to race, age, gender, socioeconomic standing or physical challenge; and

WHEREAS, through the Sailing Center’s sponsorship and hosting of approximately thirty (30) major sailing events annually, St. Petersburg and its downtown waterfront amenities are continuously promoted throughout the year; and

WHEREAS, SPYC has executed a new Agreement for a term of five (5) years, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, SPYC is responsible for all maintenance of the premises, building, grounds and all improvements, including all required routine and scheduled maintenance, in addition to the first $2,000 of repair costs, per occurrence; and

WHEREAS, SPYC is also responsible for payment of utility expenses including, but not limited to, electricity, cable, telephone, water, gas, sewerage, trash collection, and stormwater fees, in addition to any applicable taxes and insurance; and

WHEREAS, SPYC will also 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 or demands that may arise or be claimed on account of the SPYC’s use of the Premises; and
WHEREAS, this Agreement may be terminated without cause by either party with one hundred eighty (180) days written notice prior to the scheduled date of termination; and

WHEREAS, since this Agreement has components similar to a lease, the procedures for leasing City property and waterfront and park land established in City Council Resolution No. 79-740A ("Resolution") and Section 1.02(c)(2) of the City Charter are followed; and

WHEREAS, City Council Resolution No. 79-740A, ("Resolution") dated October 4, 1979, requires that when leasing City property to a non-profit, private organization providing a public service, the organization “… pay operating costs plus a reserve for replacement.”; and

WHEREAS, due to the limited funds available for the operation of the Sailing Center, and in recognition of the public purposes of the Sailing Center, which include promoting St. Petersburg and providing sailing instruction and competition to a cross section of our community and region, the Administration recommends that the reserve for replacement requirement of the Resolution be waived in an effort to minimize operational related expenses; and

WHEREAS, Section 1.02(c)(2) of the City Charter, as amended through the March 2001 referendum, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on Commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned DC-P Downtown Center-Park; and

WHEREAS, these terms and conditions are consistent with prior leases with other non-profit organizations; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his Designee, is authorized to execute a five (5) year Agreement with the St. Petersburg Yacht Club to operate the St. Petersburg Sailing Center located at 250 Second Avenue Southeast, St. Petersburg; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement of City Council Resolution No. 79-740A is waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00293922, doc V. 1

APPROVED:

Clay D. Smith, Director
Downtown Enterprise Facilities

APPROVED:

Bruce E. Grimes, Director
Real Estate and Property Management
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of November 21, 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 License Agreement with TFTSP Youth Golf Council St. Petersburg, Florida, Inc., a Florida not-for-profit corporation, to extend the expiration date of the term to November 30, 2018 at an aggregate rent of $24.00 for the extended term; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: On November 23, 2015, City Council approved Resolution No. 2015-552 authorizing the execution of a 1-year License Agreement ("License") with TFTSP Youth Golf Council St. Petersburg, Florida, Inc. ("Licensee") for use of ±64 sq. ft. of storage space within the Twin Brooks Golf Course Club House located at 3800 – 22nd Avenue South, St. Petersburg ("Premises"). The Licensee originally requested a License term of one (1) year as the intention was to complete the construction of The First Tee Mentoring Center ("Mentoring Center") prior to September 30, 2016 and the necessity for storage space would no longer have been needed. However, due to the Licensee’s change in the type of structure that would be placed on the golf course and the need for additional funding, the Licensee requested a one (1) year extension, which after discussion with staff, was modified to extend the term for two (2) years through November 30, 2018 to allow for further delays that may occur with the completion of the Mentoring Center project.

The Licensee has executed a First Amendment to the License Agreement to extend the expiration date of the term to November 30, 2018 for use of the Premises, subject to City Council approval. The Licensee shall pay to the City an aggregate fee of $24.00 ($12.00 per year) for use of the Premises for the extended Term. All other terms and conditions contained in the License shall remain in full force and effect.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a First Amendment to the License Agreement with TFTSP Youth Golf Council St. Petersburg, Florida, Inc., a Florida not-for-profit corporation, to extend the expiration term to November 30, 2018 at an aggregate rent of $24.00 for the extended term; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVALS: Administration:

Budget: N/A

Legal:

(As to consistency w/attached legal documents)

Legal: 00293916.doc V. 1
Resolution No. 2016 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH TFTSP YOUTH GOLF COUNCIL ST. PETERSBURG, FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, TO EXTEND THE EXPIRATION DATE OF THE TERM TO NOVEMBER 30, 2018 AT AN AGGREGATE RENT OF $24.00 FOR THE EXTENDED TERM; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 23, 2015, City Council approved Resolution No. 2015-552 authorizing the execution of a 1-year License Agreement ("License") with TFTSP Youth Golf Council St. Petersburg, Florida, Inc. ("Licensee") for use of ±64 sq. ft. of storage space within the Twin Brooks Golf Course Club House located at 3800 – 22nd Avenue South, St. Petersburg ("Premises"); and

WHEREAS, the Licensee originally requested a License term of one (1) year as the intention was to complete the construction of The First Tee Mentoring Center ("Mentoring Center") prior to September 30, 2016 and the necessity for storage space would no longer have been needed; and

WHEREAS, due to the Licensee's change in the type of structure that would be placed on the golf course and the need for additional funding, the Licensee requested a one (1) year extension, which after discussion with staff, was modified to extend the term for two (2) years through November 30, 2018, to allow for further delays that may occur with the completion of the Mentoring Center project; and

WHEREAS, the Licensee has executed a First Amendment to the License Agreement to extend the expiration date of the term to November 30, 2018 for use of the Premises, subject to City Council approval; and

WHEREAS, the Licensee shall pay to the City an aggregate fee of $24.00 ($12.00 per year) for use of the Premises for the extended Term; and

WHEREAS, all other terms and conditions contained in the License shall remain in full force and effect.
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 License Agreement with TFTSP Youth Golf Council St. Petersburg, Florida, Inc., a Florida not-for-profit corporation, to extend the expiration date of the term to November 30, 2018 at an aggregate rent of $24.00 for the extended term; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00293916.doc V. 1

APPROVED BY:

Jeffrey G. Hollis, Director
Golf Courses

Bruce E. Grimes, Director
Real Estate & Property Management
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 and Development Agreement with Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida not-for-profit corporation, for use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: On November 6, 2014, City Council approved Resolution No. 2014-476, authorizing the twenty five (25) year Lease and Development Agreement ("Agreement") with Tampa Bay Innovation Center ("TBIC"), operated by STAR-TEC Enterprises, Inc., a Florida not-for-profit corporation, for the use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South, in order to construct a facility of approximately 40,000 square feet ("Building") that will house technology start-ups, provide space for researchers and serve as the community focal point for innovation and entrepreneurs.

Under the Agreement executed December 1, 2014 ("Effective Date"), TBIC was to secure grant and other funding to construct the Building from government (Federal, State, and County) and private sector partners ("Project Funding") within an approximate two (2) year period from the Effective Date of the Agreement. On October 17, 2016, the Planning & Economic Development and Real Estate & Property Management departments received a letter from TBIC requesting an extension of one (1) year to secure the Project Funding ("Request"). The Request (attached) details the completed efforts by TBIC to secure the Project Funding. Planning & Economic Development reviewed the request and supports granting the one (1) year extension to allow time for TBIC to continue its efforts to complete its Project Funding.

TBIC has executed a First Amendment to the Agreement, subject to City Council approval, extending the time to secure the Project Funding by one (1) year, to December 1, 2017, with all of the other terms and conditions contained in the Agreement remaining in full force and effect.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a First Amendment to the Lease and Development Agreement with Tampa Bay Innovation Center, operated by STAR-TEC Enterprises, Inc., a Florida not-for-profit corporation, for use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION:  N/A

ATTACHMENTS:  TBIC Request Letter and Resolution

APPROVALS:  Administration:  

Budget:  N/A

Legal:  
(As to consistency w/attached legal documents)

Legal: 00294414.doc v. 1
October 17, 2016

David Goodwin  
Director, Planning & Economic Development  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, Fl. 33731  

RE: Request for Extension of Lease and Development Agreement

Dear Mr. Goodwin:

I am writing, on behalf of the Tampa Bay Innovation Center, to request a one-year extension of the lease and development agreement between the City of St. Petersburg, Florida and the Tampa Bay Innovation Center entered into December 1st, 2014. The extension provides additional time required to secure funding to construct a 45,000-50,000 square foot Innovation Center on the City-own property located at the Southwest corner of 4th Street South and 11th Avenue South.

We have been moving forward in our effort to secure funding for the project. This includes:
- Opening and operating TEC Garage.
- Working with City Staff to rezone a portion of the designated property to accommodate a not less than 40,000 SP facility.
- Drafting a grant for matching Federal funds.
- Being awarded the operator of the new incubator for Pinellas County (July 2016). This process selected the Tampa Bay Innovation Center as the operator of the proposed incubator center through a competitive process via a Letter of Interest issued by Pinellas County.
- Working in partnership with Pinellas County Economic Development on our request for matching funds from the Federal Economic Development Administration and the State of Florida.
- In September 2016, the Board of County Commissioners approved a Sale and Purchase Agreement for Young-Rainey STAR Center. It has been recommended that a portion of reinvestment of those sale proceeds go towards future economic development initiatives – such as the new incubator building.
- Potential to transfer the City lease and development agreement to Pinellas County Economic Development Authority once funding is committed and available from all parties for the new Innovation Center.

We anticipate funding to be secured for the project on or before June 30, 2017. If you have any questions, please feel free to contact me at 727-547-7340.
Thank you for taking time to consider our request for an extension to the agreement. We look forward to our continued partnership with the City of St. Petersburg.

Sincerely,

[Signature]

Tonda Elmore
President & CEO

cc: Alan DeIsle, City Development Administrator
    Bruce Grimes, Director, Real Estate and Property Management
Resolution No. 2016-______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LEASE AND DEVELOPMENT AGREEMENT WITH TAMPA BAY INNOVATION CENTER, OPERATED BY STAR-TEC ENTERPRISES, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR USE OF CITY-OWNED PROPERTY LOCATED AT THE SOUTHWEST CORNER OF 4TH STREET SOUTH AND 11TH AVENUE SOUTH; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 6, 2014 City Council approved Resolution No. 2014-476, authorizing the twenty-five (25) year Lease and Development Agreement ("Agreement") with Tampa Bay Innovation Center ("TBIC"), operated by STAR-TEC Enterprises, Inc., a Florida not-for-profit corporation, for use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South, in order to construct a facility of approximately 40,000 square feet ("Building") that will house technology start-ups, provide space for researchers and serve as the community focal point for innovation and entrepreneurs; and

WHEREAS, under the Agreement executed on December 1, 2014 ("Effective Date"), TBIC was to secure grant and other funding to construct the Building from government (Federal, State, and County) and private sector partners ("Project Funding") within an approximate two (2) year period from the Effective Date of the Agreement; and

WHEREAS, on October 17, 2016, the Planning & Economic Development and Real Estate & Property Management departments received a letter from TBIC requesting an extension of one (1) year to secure the Project Funding ("Request"); and

WHEREAS, the Request also detailed the completed efforts by TBIC to secure the Project Funding; and

WHEREAS, TBIC has executed a First Amendment to the Agreement, subject to City Council approval, extending the time to secure the Project Funding by one (1) year, to December 1, 2017, with all of the other terms and conditions contained in the Agreement remaining in full force and effect.
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 and Development Agreement with Tampa Bay Innovation Center, operated by Star-Tec Enterprises, Inc., a Florida not-for-profit corporation, for use of City-owned property located at the southwest corner of 4th Street South and 11th Avenue South; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (designee)
Legal: 00294414.doc V. 1

APPROVED BY:

[Signature]
David S. Goodwin, Director
Planning & Economic Development

APPROVED BY:

[Signature]
Bruce F. Grimes, Director
Real Estate & Property Management
TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: A resolution approving a one (1) year agreement ("Agreement") with the Dome District Business Association, Inc. d/b/a EDGE Business District Association in the amount of $50,000 to operate a Main Street program, and all other documents necessary to effectuate the Agreement; and providing an effective date.

EXPLANATION: The City of St. Petersburg administers agreements with organizations in St. Petersburg to operate Main Street programs in the Deuces Live, Grand Central, Skyway Marina and EDGE Districts. The City commits $50,000 of funding for Florida Main Streets during the first three years after receiving State designation, and $38,000 thereafter. The EDGE was designated a Florida Main Street in August 2014, and has been receiving $50,000 annually since FY15.

The EDGE District Main Street boundaries include properties from Dr. Martin Luther King, Jr. Street and 16th Street between 1st Avenues North and South. This agreement provides funding for the Main Street manager and completing promotional events, business workshops and board training.

The Main Street philosophy advocates local empowerment to revitalize traditional commercial districts based on their unique assets. Main Street districts have unique architecture, a pedestrian-friendly environment, personal service, locally owned businesses and a sense of community. The Main Street program is found throughout the United States and has been successful for more than 30 years. There are approximately 50 Florida Main Street districts currently in existence.

The Main Street Approach is used as the management structure and includes the Organization, Economic Vitality, Design, and Promotion Committees comprised of volunteers. Volunteers are the backbone of Main Street and are vital to a successful local program. Each local program sets its own goals, and determines activities needed to improve their Main Street. An annual work plan is required by the City to provide this organizational focus.

The agreement requires a full-time Main Street manager with an office in The EDGE District who coordinates all daily activities, maintains four Main Street committees, completes Florida Main Street Quarterly reports and attends Florida Main Street meetings and conferences. Other requirements include providing two events promoting the District, conducting two business workshops or one-on-one business consultations, board training and quarterly district cleanups. Reimbursement is based on the actual Main Street manager’s salary and benefits, and a flat-fee for completing promotional events, business workshops and board training, not to exceed the agreement’s budget.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a one (1) year agreement ("Agreement") with the Dome District Business Association, Inc. d/b/a EDGE Business District Business Association in the amount of $50,000 to operate a Main Street program; and all other documents necessary to effectuate the Agreement; and providing an effective date.

COST/FUNDING ASSESSMENT INFORMATION: Funding is appropriated in the FY17 Operating Budget, General Fund (0001), Planning and Economic Development Department (370-2609), Aid to Private Organizations (5810120).

ATTACHMENTS: Resolution
Agreement

APPROVALS:
Administrative: 
Budget: 
Legal: (As to consistency w/attached legal documents)
Legal: 00294718.doc V. 1
RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A ONE (1) YEAR AGREEMENT ("AGREEMENT") TO OPERATE A MAIN STREET PROGRAM WITH THE DOME DISTRICT BUSINESS ASSOCIATION, INC. D/B/A EDGE BUSINESS DISTRICT ASSOCIATION IN THE AMOUNT OF $50,000 TO OPERATE A MAIN STREET PROGRAM, AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is supportive of programs that increase opportunities for the improvement of business districts; and

WHEREAS, the City desires to stimulate economic development in the City in order to create new jobs, expand the tax base and is supporting the Main Street Program to support and expand economic development activities in The EDGE District; and

WHEREAS, it is the City's desire to assist The Dome District Business Association, Inc. d/b/a EDGE Business District Association ("EDGE") in carrying out economic development activities through a Main Street Program by providing funding; and

WHEREAS, the City has appropriated $176,000 for Main Street programs in the FY17 operating budget; and

WHEREAS, the City and Edge have entered into an agreement for the City to provide $50,000 in funding for EDGE'S Main Street program, subject to City Council approval.

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 one (1) year Agreement ("Agreement") with The Dome District Business Association, Inc. d/b/a EDGE Business District Association in the amount of $50,000 to operate a Main Street Program, and all other documents necessary to effectuate the Agreement.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

Legal: ___________________________ Administration: ___________________________

Budget: ___________________________

Legal: 00294716.doc V. 1
THE EDGE MAIN STREET
AGREEMENT

THIS AGREEMENT, ("Agreement") made and entered into this ____ day of ______________, 2015 by and between the City of St. Petersburg, Florida, a municipal corporation ("City"), and the Dome District Business Association, Inc. d/b/a EDGE Business District Association, a corporation not-for-profit organized under the laws of the State of Florida ("Association") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City desires to stimulate economic development in the City to create new jobs and expand the tax base and is supporting the Main Street Program to support and expand economic development activities in the EDGE Main Street District ("District"); and

WHEREAS, the City is prepared to provide up to Fifty Thousand and 00/100 Dollars ($50,000) toward the projects and services itemized in Paragraph 2, Scope of Services, of this Agreement; and

WHEREAS, The Association is prepared to provide the projects and services set forth in Paragraph 2, Scope of Services, of this Agreement;

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

1. TERM. The term of this Agreement ("Term") shall commence on October 1, 2016, and shall expire on September 30, 2017.

2. SCOPE OF SERVICES. The Association shall operate a Main Street Program ("Program") for the District area in accordance with the principles of the Florida Main Street Program. For the purposes of this Agreement, the District shall be defined as all property between the west side of Dr. Martin Luther King Jr. Street and east side of 16th Street between 1st Avenue South and 1st Avenue North. The Association shall provide the following minimum services which shall constitute the Program:

A. Maintain a permanent office for the Program at a visible location within the District and provide for all property management functions (rent, utilities, insurance, maintenance, etc.).
B. Employ a full-time paid, professional-level Main Street Manager and establish duties for the position to include, but not be limited to, the following:

1). Oversight of the daily operations of the Program, including coordinating and facilitating committees, creating support for the Program, and building strong relations with the District businesses and residents. The Main Street Manager should have regular office hours, work 40 hours per week minimum, and be available to the public on a consistent basis.

2). Attendance at all Florida Main Street Program meetings and conferences, including but not limited to the annual statewide conference and quarterly meetings.

3). Coordination of board training to provide advice and technical assistance to the Association’s officers and board of directors.

C. The effectiveness of the Program shall be documented by completing and submitting Florida Main Street Quarterly Reports. Florida Main Street Quarterly Reports shall be completed by January 5, 2017, April 5, 2017, July 5, 2017 and October 5, 2017.

D. Maintain committees (“Main Street Committee(s)”) that meet monthly in accordance with the Florida Main Street Program’s four-point approach as follows:

1). **Organization**
   a. Hold regular public meetings in support of the Program.
   b. Establish consensus and cooperation in the Program by building partnerships with diverse groups from the private and public sectors.
   c. Assist the Board of Directors in identifying and making grant applications.
   d. Increase membership in the Program.
   e. Increase sponsorship of the Program.
   f. Maintain Association bylaws that shall include the following:
      - Purpose statement;
      - Association’s boundaries;
      - A minimum of 8 members on the board of directors;
      - A minimum of 65% of the board of directors shall live, own property or be employed at a location within the Association’s boundaries;
      - Rights of the membership
2). **Design** -
   a. Conduct quarterly clean up days for District.
   b. Coordinate with public and private organizations to ensure that the District's physical appearance (streetlights, sidewalks, parking areas, signs, etc) is in working order and conveys a positive message to District visitors.
   c. Coordinate with City staff as necessary to implement public improvement projects.

3). **Promotion** -
   a. Conduct a minimum of two (2) promotions in the Main Street District to promote the goods and services offered by District businesses and generate increased sales.
   b. Promote the District and the Program through public relations and marketing efforts.

4). **Economic Vitality** -
   a. Hold a minimum of two (2) workshops for businesses within or adjacent to the Association's boundaries for marketing, business financing, business services, window displays, merchandising, inventory control and/or internet commerce. Three (3) one-on-one business consultations for the above may substitute for a workshop.
   b. Maintain marketing information on the District and Program, incentives and tax credits, financing, and available sites and buildings.

3. **COMPENSATION AND METHOD OF PAYMENT.**

   A. The City shall pay a maximum of Fifty Thousand and 00/100 Dollars ($50,000) to the Association

   1). City shall reimburse the Association for actual Main Street Manager and staff salary costs paid by the Association, in accordance with the budget attached hereto as Exhibit "A".
2). City shall provide a fixed payment of $4,000 for two (2) promotions originating through the Program and coordinated by the Association within the District. The costs associated with these promotions are ineligible for reimbursement.

3). City shall provide a fixed payment of $4,000 for two (2) business workshops or six one-on-one business consultations originating through the Program and coordinated by the Association. Three (3) one-on-one business consultations can substitute for one (1) business workshop. The costs associated with these business workshops or one-on-one business consultations are ineligible for reimbursement.

4). City shall provide a fixed payment of $2,000 for one (1) Board Training session (2 hours minimum) to provide advice and technical assistance to the Association's officers and board of directors. The costs associated with board training are ineligible for reimbursement.

5). Reimbursement requests shall be submitted to City on Exhibit "A", or in a similar format approved by City prior to use, and shall include the following:

   a. Completed and signed Exhibits;

   b. Promotions and workshops require advertisements, publicity items attached, sign in sheets or attendance information and an invoice from the Association requesting payment;

   c. A copy of cancelled checks or online bank transaction statement from the Association for payment of the Manager's salary must also be accompanied with a paycheck stub documenting gross pay, net pay and all withholding payments; and

   d. A copy of timesheets and payroll documentation for the Main Street Manager.

B. Reimbursement requests shall be made monthly by the Association and received by the City no later than the 10th of each calendar month, except for the final payment of this Agreement. Reimbursement requests shall be submitted at least once per calendar quarter. If a reimbursement request is not submitted at least once during a calendar quarter, the City may reduce the Agreement amount by one quarter of the total budget, as attached hereto as Exhibit "A", at the City's discretion.
C. The City reserves the right to disapprove requests for payment which are not consistent with the terms of this Agreement and/or which do not, in the sole discretion of the City, provide adequate documentation of services and/or materials rendered.

D. The budget attached hereto as Exhibit "A" shall be altered only with the prior written approval of City. Approval of a budget amendment shall be effective from the date of approval and for expenses incurred after the date of approval of the budget amendment.

E. No requests for payment of services under this Agreement shall be accepted after October 9, 2017. The final request for payment must be complete by this date.

4. TIME OF PERFORMANCE.

A. The first of two (2) promotions in the District shall be completed by March 31, 2017 and the second shall be completed by September 30, 2017.

B. The first of two (2) workshops for businesses or three (3) one-on-one business consultations in the District shall be completed by March 31, 2017, and the second of either shall be completed by September 30, 2017.

C. A visioning session(s) completing an annual work plan shall be completed by December 31, 2016. The work plan shall consist of activities to be completed by each of the Committees during 2017 and be submitted in a format substantially the same as Exhibit E.

D. Board training for the Board of Directors shall be completed by March 31, 2017.

E. Main Street Committee meetings shall be held monthly.

F. The City has the right to terminate this Agreement at any time, at the sole determination of the City, if sufficient implementation progress is not being made in the City’s opinion and/or if the Association is not fulfilling terms of this Agreement in a timely manner, including the submission of monthly reports.
G. The Scope of Services outlined above shall be altered only through the prior written approval of the City.

5. REPORTING AND MONITORING

A. The Association shall provide a written monthly report received by the City no later than the 10th of each calendar month, except for the final report. The number of hours worked monthly by the Main Street Manager shall be reported on Exhibit “B” of this Agreement. The Main Street Monthly Report Form made part of the Agreement, an example of which is attached as Exhibit “C”, shall summarize progress made toward completion of Agreement services, comparing goals with accomplishments and providing an explanation if accomplishments do not meet the implementation schedule. The final monthly report is due by October 9, 2017.

B. The Association shall provide written or email notification to the City when staff is hired and terminated including name, start date or end date within three business days.

C. Bylaw amendments approved by the Association shall be submitted to the City.

D. Main Street Committee meeting agendas, attendance rosters, action items and accomplishments shall be submitted to the City monthly on Exhibit D.

E. The Association shall furnish the City with all additional information, records, reports and data as may be required by the City pertaining to matters of this Agreement.

F. City shall have the right to monitor and evaluate all aspects of activities carried out by the Association. Such evaluation will be effected by the submission of reports and information by the Association and by monitoring site visits of the Association by the City.

6. FINANCIAL STATEMENT AND IRS FORM 990. The Association shall provide a copy of its financial statement for the entity’s fiscal year 2016 covering the term of this Agreement to the City or Internal Revenue Service Form 990 if it matches the City’s fiscal year of October 1, 2015 to September 30, 2016. The Association shall at the Association’s expense prepare these documents. This FY16 financial statement or Internal Revenue Service Form 990 shall be submitted to the City by January 12, 2017, and the FY17
financial statement or Internal Revenue Service Form 990 shall be submitted to the City by January 11, 2018.

7. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

**ADDRESS OF CITY:**
Director
Planning & Economic Development Dept.
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

**ADDRESS OF ASSOCIATION:**
President
Dome District Business Association, Inc.
11B Dr. Martin Luther King, Jr. St. S.
St. Petersburg, FL 33705

8. **NON DISCRIMINATION.** The Association shall not discriminate against anyone on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

9. **ASSIGNMENT.** This Agreement may not be assigned without the written consent of the City.

10. **SEVERABILITY.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

12. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.
13. **APPLICABLE LAW, VENUE AND JURISDICTION.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

14. **DUE AUTHORITY.** Each party to this Agreement represents and warrants to the other party that (i) it is duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

15. **TERMINATION OF AGREEMENT FOR CAUSE.**

A. If, through any cause, the Association shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Association shall violate any of the covenants, conditions or stipulations of this Agreement, the City will thereupon have the right, subject to the provisions of Paragraph 4. B. of this Agreement, to immediately terminate this Agreement by giving notice to the Association of such termination. Further, if the Association uses any funds provided by this Agreement for any purpose or expense other than authorized under this Agreement, the Association shall repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

B. Notwithstanding the above, the Association shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Association. In addition to the City’s other rights and remedies and without limiting such other rights and remedies, the City may withhold any payments to the Association equal to the amount of damages incurred by the City as a result of the Association breach. If the amount of damages incurred by the City cannot immediately be determined, the City may withhold any payments to the Association equal to the estimated damages incurred by the City until such time as the exact amount of damages due the City from the Association is determined.
C. The City's liability and obligations to the Association or any person alleging a claim pursuant to this Agreement or pursuant to the operation of the Program shall be limited solely to the amount and terms and conditions of this Agreement.

D. Notice of termination will be deemed given and delivered as set forth in Paragraph 13 of this Agreement.

E. If this Agreement is terminated by the City for any reason, the City may declare that the Association is not eligible to receive funds in subsequent years.

16. INDEMNIFICATION.

A. The Association shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

1). The performance of this Agreement (including changes and amendments hereto) by the Association, its employees, agents, representatives, contractors, subcontractors or volunteers; or

2). The failure of the Association, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

3). Any negligent act or omission of the Association, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Association, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
4). Any reckless or intentional wrongful act or omission of the Association, its employees, agents, representatives, contractors, subcontractors or volunteers.

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Association pursuant to this Agreement or otherwise obtained by the Association, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

17. INSURANCE.

A. Commercial General Liability: Provider agrees to maintain Commercial General Liability insurance on an occurrence basis with a $1,000,000 liability limit per accident and a minimum $2,000,000 annual aggregate including coverage for damage to rented premises, Personal and advertising injury, blanket contractual liability, products and completed operations naming the City of St PETERSBURG as an additional insured.

B. Workers' Compensation Insurance & Employers Liability: Provider agrees to maintain Workers' compensation insurance in accordance with Florida Statute Chapter 440 & Employers Liability with limits of $100,000 for each accident, $100,000 for disease each employee and $500,000 policy limit for disease.

C. Waiver of Subrogation: Provider agrees by entering into any resulting contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit the provider to enter into a pre-loss agreement to waive subrogation without an endorsement, then the provider agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recover Against Others or its equivalent.

D. All insurance required shall be provided by responsible insurers licensed in the State of Florida a rated at least A and 10 in the then current edition of Bests Insurance Guide. City reserves the right to increase/add to the insurance requirements and will provide the Association with 30 days notice should it elect to make and additional requirements regarding the insurance.
E. Prior to the City's distribution of any funds pursuant to this Agreement, the Association shall provide the City with a certificate of insurance on a standard ACORD form reflecting all required coverage. At the City's request, the Association shall provide copies of current policies with all applicable endorsements. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.

18. BOOKS AND RECORDS

Association shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the Term shall be kept by Association and shall be open to examination or audit by the City for a period of five (5) years following expiration or earlier termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

19. CITY CONSENT AND ACTION.

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

B. For the purposes of this Agreement any right of the City to take any action permitted, allowed, or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

20. NON-APPROPRIATION. The obligations of the City as to any funding required pursuant to this Agreement, shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not
be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

21. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

22. **NO THIRD PARTY BENEFICIARIES:** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

23. **COMPLIANCE WITH LAWS:** The Association shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue, including but not limited to Florida laws regarding public records. Association shall also comply with all applicable City policies and procedures.

[The Remainder Of This Page Intentionally Left Blank]

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

WITNESSES:

CITY OF ST. PETERSBURG, FLORIDA:

Sign: __________________________
Print: __________________________

By: _______________________________
David S. Goodwin, Director
Planning & Economic Development Department

Attest: ___________________________
Chan Srinivasa, City Clerk

WITNESSES:

DOMEDISTRICTBUSINESSASSOCIATION,INC.
D/B/AEDGEBUSINESSDISTRICTASSOCIATION

Sign: __________________________
Print: __________________________

By: _______________________________
Leslie Curran
President

Attest: ___________________________
By: _______________________________
Print: __________________________
Corporate Secretary
( Seal )
Approved as to Form and Content:

City Attorney (designee)
By: ____________________________________________
  Assistant City Attorney
Legal: 00291449.doc V. 5
Exhibit A

FY17 Main Street Program
The Dome District Business Association, Inc.
Budget and Request for Funds
(Please attach all required supporting documents)

Submit to: Gary Jones, Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

Invoice Period: From: ________________ To: ________________

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Budget</th>
<th>Paid To Date</th>
<th>Current Invoice</th>
<th>Remaining Budget</th>
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<tr>
<td>Salary</td>
<td>$40,000</td>
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<tr>
<td>Promotions</td>
<td>$4,000</td>
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<td>Workshops or Consultations</td>
<td>$4,000</td>
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<tr>
<td>Board Training</td>
<td>$2,000</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$ 50,000</strong></td>
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</table>

Make Check Payable to: The Dome District Business Association, Inc.

Mailing Address: 11B Dr. Martin Luther King, Jr. St. S.
St. Petersburg, FL 33705

Authorized Signature: _______________________________ Date ____________________
President, The Dome District Business Association, Inc.
Exhibit B
FY17 Main Street Program
The Dome District Business Association, Inc.
Monthly Time Sheet

(Please attach all required supporting documents)

Submit to: Gary Jones, Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

Association: Dome District Business Association, Inc. Phone: (727) 329-8869

Employee Name: ___________________________________________
Pay Period: (From) _______________ (To) _______________
            (mm/dd/yy)                (mm/dd/yy)

<table>
<thead>
<tr>
<th>Week</th>
<th>Work Description</th>
<th>SUN</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THU</th>
<th>FRI</th>
<th>SAT</th>
<th>Hours</th>
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<tr>
<td>1</td>
<td>Main Street Program</td>
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<td>Main Street Program</td>
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TOTAL HOURS

Employee’s Signature: _________________________________________  The Dome District Business Association  _____________________

Date

Supervisor’s Signature: _______________________________________
President, The Dome District Business Association, Inc.  _____________________

Date
Exhibit C

FY17 Main Street Program
The Dome District Business Association, Inc.
Monthly Report Form

*(Please attach all required supporting documents)*

Submit to: Gary Jones, Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

Report Period (Month/Year):

<table>
<thead>
<tr>
<th>Goal</th>
<th>Benchmark Date</th>
<th>Accomplishment</th>
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<tbody>
<tr>
<td>Two (2) promotions in the District</td>
<td>1st by March 31, 2017</td>
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<td></td>
<td>2nd by Sept 30, 2017</td>
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<tr>
<td>Two (2) workshops for Businesses –or-</td>
<td>1st by March 31, 2017</td>
<td></td>
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<tr>
<td>Six (6) business one-on-one consultations</td>
<td>2nd by Sept 30, 2017</td>
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<tr>
<td>Board training session</td>
<td>By Sept 30, 2017</td>
<td></td>
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<tr>
<td>Maintain 4 Committees in accordance with the Florida Main Street</td>
<td>Monthly Meetings</td>
<td></td>
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<tr>
<td>four-point approach</td>
<td></td>
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<tr>
<td>Attend Florida Main Street training sessions, meetings and conferences</td>
<td>Various</td>
<td></td>
</tr>
<tr>
<td>Conduct quarterly clean up days for District</td>
<td>December 31, 2016</td>
<td></td>
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<td></td>
<td>March 31, 2017</td>
<td></td>
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<td></td>
<td>June 30, 2017</td>
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<td></td>
<td>September 30, 2017</td>
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</tbody>
</table>
Explanation of any accomplishment not meeting benchmark date above:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Other comments (including accomplishments not noted above):

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Authorized Signature: ____________________________________________
President, The Dome District Business Association, Inc. __________________________
Date
Exhibit D
Main Street Committee Monthly Reports
### Committee:

Meeting Date: ___/___/___
Time: 
Location: 
Chairperson: 

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<th>Attending:</th>
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### Top Issue:

### Item:
1.  
   
   Time: ___

2.  
   
   Time: ___

3.  
   
   Time: ___

4.  
   
   Time: ___

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### Summary/Notes for Board & Staff:

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<th>Send to:</th>
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### Next Meeting Scheduled for:

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<th>Date: <em><strong>/</strong></em>/___</th>
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Exhibit E
Main Street Annual Work Plan
### EDGE Business District Association

**Committee:** __________________________  **Year:** ________  **Page 1**

| Priority Goal(s)/ Objectives: | Event date:  
Or Project Completion Date: |
<table>
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<tr>
<td><strong>Anticipated Results/ Measure of Success:</strong></td>
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<tr>
<th><strong>Board Approval/ Date:</strong></th>
<th><strong>Committee Chair/ Team Leader:</strong></th>
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<tbody>
<tr>
<td>Pending Action Plan Items</td>
<td><strong>Committee/ Team Members:</strong></td>
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<tr>
<th>Action Steps/ Objectives that will help us reach the Goal(s)</th>
<th>Target date to complete</th>
<th>People Responsible</th>
<th>Budget for this item</th>
<th>Follow-Up/Notes</th>
<th>Date Completed</th>
<th>Volunteer Hours</th>
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TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a one (1) year agreement ("Agreement") with the Skyway Marina District, Inc. in the amount of $50,000 to operate a Main Street program, and all other documents necessary to effectuate the Agreement; and providing an effective date.

EXPLANATION: The City of St. Petersburg administers agreements with organizations in St. Petersburg to operate Main Street programs in the Deuces Live, Grand Central, EDGE and Skyway Marina Districts. The City commits $50,000 of funding for Main Streets during the first three years, and $38,000 thereafter. The Skyway Marina District began operating a St. Petersburg Main Street program in May 2014, and has been receiving $50,000 annually.

The Skyway Marina District boundaries include properties generally between I-275 and 37th Street South from 30th to 54th Avenues South. This agreement provides funding for the Main Street manager and completing promotional events, business workshops and board training.

While the Skyway Marina District is not eligible to be a designated Florida Main Street, the Association operates in a similar manner. A similar management structure is utilized and includes the Organization, Economic Development, Design & Maintenance, and Promotion Committees comprised of volunteers. The Association sets its own goals, and determines activities needed to improve the District. An annual work plan is required by the City to provide this organizational focus.

The agreement requires a full-time Main Street manager with an office in The Skyway Marina District who coordinates all daily activities and maintains four Main Street committees. Other requirements include providing two events promoting the District, conducting two business workshops or one-on-one business consultations, and board training. Reimbursement is based on the actual Main Street manager’s salary and benefits, and a flat-fee for completing promotional events, business workshops and board training, not to exceed the agreement’s budget.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a one (1) year agreement ("Agreement") with the Skyway Marina District, Inc. in the amount of $50,000 to operate a Main Street program, and all other documents necessary to effectuate the Agreement; and providing an effective date.
COST/FUNDING ASSESSMENT INFORMATION: Funding is appropriated in the FY17 Operating Budget, General Fund (0001), Planning and Economic Development Department (370-2609), Aid to Private Organizations (5810120).

ATTACHMENTS: Resolution
Agreement

APPROVALS:
Administrative:

Budget:

Legal: 00295002.doc V.1
(As to consistency w/attached legal documents)
RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A ONE (1) YEAR AGREEMENT ("AGREEMENT") WITH THE SKYWAY MARINA DISTRICT, INC. IN THE AMOUNT OF $50,000 TO OPERATE A MAIN STREET PROGRAM, AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is supportive of programs that increase opportunities for the improvement of business districts; and

WHEREAS, the City desires to stimulate economic development in the City in order to create new jobs, expand the tax base and is supporting the Main Street Program to support and expand economic development activities in The Skyway Marina District; and

WHEREAS, it is the City’s desire to assist The Skyway Marina District, Inc. ("Skyway") in carrying out economic development activities through a Main Street Program by providing funding; and

WHEREAS, the City has appropriated $176,000 for Main Street programs in the FY17 operating budget; and

WHEREAS, the City and Skyway have entered into an agreement for the City to provide $50,000 in funding for the Skyway Marina District’s Main Street program, subject to City Council approval.

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 one (1) year Agreement ("Agreement") with The Skyway Marina District, Inc. in the amount of $50,000 to operate a Main Street Program, and all other documents necessary to effectuate the Agreement.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

Legal: ___________________________ Administration: ___________________________

Budget: ___________________________
THE SKYWAY MARINA DISTRICT
AGREEMENT

THIS AGREEMENT, ("Agreement") made and entered into this ____ day of ______________, 2016 by and between the City of St. Petersburg, Florida, a municipal corporation ("City"), and the Skyway Marina District, Inc., a corporation not-for-profit organized under the laws of the State of Florida ("Association") (collectively, "Parties"):

WITNESSETH:

WHEREAS, the City desires to stimulate economic development in the City to create new jobs and expand the tax base and is supporting a program similar to a Florida Main Street Program to support and expand economic development activities in the Skyway Marina District ("District"); and

WHEREAS, the City is prepared to provide up to Fifty Thousand and 00/100 Dollars ($50,000) toward the projects and services itemized in Paragraph 2, Scope of Services, of this Agreement; and

WHEREAS, the Association is prepared to provide the projects and services set forth in Paragraph 2, Scope of Services, of this Agreement;

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

1. TERM. The term of this Agreement ("Term") shall commence on October 1, 2016, and shall expire on September 30, 2017.

2. SCOPE OF SERVICES. The Association shall operate an organization similar to a Florida Main Street Program ("Program") for the District area. For the purposes of this Agreement, the District shall be defined as the boundary that includes all property between 30th Avenue South and 54th Avenue South between the east side of 37th Street South and the west side of I-275, and all property encompassing Maximo Marina. The Association shall provide the following minimum services which shall constitute the Program:

A. Maintain a permanent office for the Program at a visible location within the District and provide for all property management functions (rent, utilities, insurance, maintenance, etc.).

B. Employ a full-time paid, professional-level Manager and establish duties for the position to include, but not be limited to, the following:
1). Oversight of the daily operations of the Program, including coordinating and facilitating committees, creating support for the Program, and building strong relations with the District businesses and residents. The Manager should have regular office hours, work 40 hours per week minimum, and be available to the public on a consistent basis.

2). Coordination of board training to provide advice and technical assistance to the Association’s officers and board of directors.

C. The effectiveness of the Program shall be documented by completing and submitting monthly reports on accomplishments.

D. Maintain committees that meet monthly as follows:

1). Organization -
   a. Hold regular public meetings in support of the Program.
   b. Establish consensus and cooperation in the Program by building partnerships with diverse groups from the private and public sectors.
   c. Assist the Board of Directors in identifying and making grant applications.
   d. Increase membership in the Program.
   e. Increase sponsorship of the Program.
   f. Maintain Association bylaws.
   g. Maintain the Association budget.

2). Design and Maintenance -
   a. Coordinate with public and private organizations to ensure that the District’s physical appearance (streetlights, sidewalks, parking areas, signs, etc) is in working order and conveys a positive message to District visitors.
   b. Coordinate with City staff as necessary to implement public improvement projects.

3). Marketing and Promotions -
   a. Conduct a minimum of two (2) promotional special events in the District to promote the goods and services offered by District businesses and generate increased sales.
   b. Promote the District and the Program through public relations and marketing efforts.
4). Economic Development -
   a. Hold a minimum of two (2) workshops for businesses within or adjacent to the
      Association’s boundaries for marketing, business financing, business services,
      window displays, merchandising, inventory control and/or internet commerce.
      Three (3) one-on-one business consultations for the above may substitute for
      a workshop.
   b. Maintain marketing information on the District and Program, incentives and tax
      credits, financing, and available sites and buildings.
   c. Maintain the committee with members from various sectors including financial
      institutions, lending organizations, real estate and development companies,
      government and other organizations as identified.

3. COMPENSATION AND METHOD OF PAYMENT.

A. The City shall pay a maximum of Fifty Thousand and 00/100 Dollars ($50,000) to the
   Association

1). City shall reimburse the Association for actual Manager and staff salary costs paid by the
   Association, in accordance with the budget attached hereto as Exhibit “A”.

2). City shall provide a fixed payment of $8,000 for two (2) promotions originating through the
   Program and coordinated by the Association within the District. The costs associated with these
   promotions are ineligible for reimbursement.

3). City shall provide a fixed payment of $4,000 for two (2) business workshops or six one-on-
   one business consultations originating through the Program and coordinated by the Association.
   Three (3) one-on-one business consultations can substitute for one (1) business workshop.
   The costs associated with these business workshops or one-on-one business consultations are
   ineligible for reimbursement.

4). City shall provide a fixed payment of $1,000 for one (1) Board Training session (2 hours
   minimum) to provide advice and technical assistance to the Association’s officers and board of
   directors. The costs associated with board training are ineligible for reimbursement.

5). Reimbursement requests shall be submitted to City on Exhibit “A”, or in a similar format
   approved by City prior to use, and shall include the following:
a. Completed and signed Exhibits;

b. Promotions and workshops require advertisements, publicity items attached, sign in sheets or attendance information and an invoice from the Association requesting payment;

c. A copy of cancelled checks or online bank transaction statement from the Association for payment of the Manager's salary must also be accompanied with a paycheck stub documenting gross pay, net pay and all withholding payments; and

d. A copy of time sheets and payroll documentation for the Main Street Manager.

B. Reimbursement requests shall be made monthly by the Association and received by the City no later than the 10th of each calendar month. Reimbursement requests shall be submitted at least once per calendar quarter. If a reimbursement request is not submitted at least once during a calendar quarter, the City may reduce the contract amount by one quarter of the total budget, as attached hereto as Exhibit "A", at the City's discretion.

C. The City reserves the right to disapprove requests for payment which are not consistent with the terms of this Agreement and/or which do not, in the sole discretion of the City, provide adequate documentation of services and/or materials rendered.

D. The budget attached hereto as Exhibit "A" shall be altered only with the prior written approval of City. Approval of a budget amendment shall be effective from the date of approval and for expenses incurred after the date of approval of the budget amendment.

E. No requests for payment of services under this Agreement shall be accepted after October 9, 2017. The final request for payment must be complete by this date.
4. **TIME OF PERFORMANCE.**

A. The first of two (2) promotions in the District shall be completed by March 31, 2016 and the second shall be completed by September 30, 2017.

B. The first of two (2) workshops for businesses or three (3) one-on-one business consultations in the District shall be completed by March 31, 2017, and the second of either shall be completed by September 30, 2017.

C. Board training for the Board of Directors shall be completed by September 30, 2017.

D. Committee meetings shall be held monthly.

E. The City has the right to terminate this Agreement at any time, at the sole determination of the City, if sufficient implementation progress is not being made in the City’s opinion and/or if the Association is not fulfilling terms of this Agreement in a timely manner, including the submission of monthly reports.

F. The Scope of Services outlined above shall be altered only through the prior written approval of the City.

5. **REPORTING AND MONITORING**

A. The Association shall provide a written monthly report received by the City no later than the 10th of each calendar month, except for the final report. The number of hours worked monthly by the Manager shall be reported on Exhibit “B” of this Agreement. The Monthly Report Form made part of the Agreement, an example of which is attached as Exhibit “C”, shall summarize progress made toward completion of Agreement services, comparing goals with accomplishments and providing an explanation if accomplishments do not meet the implementation schedule. The final monthly report is due by October 9, 2017.
B. The Association shall provide written or email notification to the City when staff is hired and terminated including name, start date or end date within three business days.

C. Bylaw amendments approved by the Association shall be submitted to the City.

D. Main Street Committee work plans for 2017 shall be submitted by January 11, 2016 on the attached Exhibit D.

E. Committee meeting agendas, attendance rosters, action items and accomplishments shall be submitted to the City monthly on Exhibit E.

F. The Association shall furnish the City with all additional information, records, reports and data as may be required by the City pertaining to matters of this Agreement.

G. City shall have the right to monitor and evaluate all aspects of activities carried out by the Association. Such evaluation will be effected by the submission of reports and information by the Association and by monitoring site visits of the Association by the City.

6. **FINANCIAL STATEMENT AND IRS FORM 990.** The Association shall provide a copy of its financial statement for the entity’s fiscal year 2016 covering the term of this Agreement to the City or Internal Revenue Service Form 990 if it matches the City’s fiscal year of October 1, 2015 to September 30, 2016. The Association shall at the Association’s expense prepare these documents. This FY16 financial statement or Internal Revenue Service Form 990 shall be submitted to the City by January 12, 2017, and the FY17 financial statement or Internal Revenue Service Form 990 shall be submitted to the City by January 11, 2018.

7. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.
8. **NON DISCRIMINATION.** The Association shall not discriminate against anyone on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

9. **ASSIGNMENT.** This Agreement may not be assigned without the written consent of the City.

10. **SEVERABILITY.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

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

13. **APPLICABLE LAW, VENUE AND JURISDICTION.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.
14. **DUE AUTHORITY.** Each party to this Agreement represents and warrants to the other party that (i) it is duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

15. **TERMINATION OF CONTRACT FOR CAUSE.**

A. If, through any cause, the Association shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Association shall violate any of the covenants, conditions or stipulations of this Agreement, the City will thereupon have the right, subject to the provisions of Paragraph 4. B. of this Agreement, to immediately terminate this Agreement by giving notice to the Association of such termination. Further, if the Association uses any funds provided by this Agreement for any purpose or expense other than authorized under this Agreement, the Association shall repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

B. Notwithstanding the above, the Association shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Association. In addition to the City’s other rights and remedies and without limiting such other rights and remedies, the City may withhold any payments to the Association equal to the amount of damages incurred by the City as a result of the Association breach. If the amount of damages incurred by the City cannot immediately be determined, the City may withhold any payments to the Association equal to the estimated damages incurred by the City until such time as the exact amount of damages due the City from the Association is determined.

C. The City’s liability and obligations to the Association or any person alleging a claim pursuant to this Agreement or pursuant to the operation of the Program shall be limited solely to the amount and terms and conditions of this Agreement.

D. Notice of termination will be deemed given and delivered as set forth in Paragraph 13 of this Agreement.
E. If this Agreement is terminated by the City for any reason, the City may declare that the Association is not eligible to receive funds in subsequent years.

16. INDEMNIFICATION.

A. The Association shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

1). The performance of this Agreement (including changes and amendments hereto) by the Association, its employees, agents, representatives, contractors, subcontractors or volunteers; or

2). The failure of the Association, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

3). Any negligent act or omission of the Association, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Association, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

4). Any reckless or intentional wrongful act or omission of the Association, its employees, agents, representatives, contractors, subcontractors or volunteers.

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Association pursuant to this Agreement or otherwise obtained by the Association, and shall survive the expiration or earlier termination of this Agreement with respect to
any claims or liability arising in connection with any event occurring prior to such expiration or termination.

17. INSURANCE.

A. Commercial General Liability: Provider agrees to maintain Commercial General Liability Insurance on an occurrence basis with a $1,000,000 liability limit per accident and a minimum $2,000,000 annual aggregate including coverage for damage to rented premises, Personal and advertising injury, blanket contractual liability, products and completed operations naming the City of St Petersburg as an additional insured.

B. Workers’ Compensation Insurance & Employers Liability: Provider agrees to maintain Workers’ compensation Insurance in accordance with Florida Statute Chapter 440 & Employers Liability with limits of $100,000 for each accident, $100,000 for disease each employee and $500,000 policy limit for disease.

C. Waiver of Subrogation: Provider agrees by entering into any resulting contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit the provider to enter into a pre-loss agreement to waive subrogation without an endorsement, then the provider agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recover Against Others or its equivalent.

D. All insurance required shall be provided by responsible insurers licensed in the State of Florida a rated at least A and 10 in the then current edition of Bests Insurance Guide. City reserves the right to increase/add to the insurance requirements and will provide the Association with 30 days notice should it elect to make and additional requirements regarding the insurance.

E. Prior to the City’s distribution of any funds pursuant to this Agreement, the Association shall provide the City with a certificate of insurance on a standard ACORD form reflecting all required coverage. At the City’s request, the Association shall provide copies of current policies with all applicable endorsements. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.
18. **BOOKS AND RECORDS**

Association shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the Term shall be kept by Association and shall be open to examination or audit by the City for a period of five (5) years following expiration or earlier termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

19. **CITY CONSENT AND ACTION.**

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

B. For the purposes of this Agreement any right of the City to take any action permitted, allowed, or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

20. **NON-APPROPRIATION.** The obligations of the City as to any funding required pursuant to this Agreement, shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

21. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
22. NO THIRD PARTY BENEFICIARIES: Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

23. COMPLIANCE WITH LAWS: The Association shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue, including but not limited to Florida laws regarding public records. Association shall also comply with all applicable City policies and procedures.

[The Remainder Of This Page Intentionally Left Blank]

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

WITNESSES:

CITY OF ST. PETERSBURG, FLORIDA:

Sign: 
Print: 

By: 

David S. Goodwin, Director
Planning & Economic Development Department

Attest: 

Chan Srinivasa, City Clerk

WITNESS:

SKYWAY MARINA DISTRICT ASSOCIATION, INC.:

Sign: 
Print: 

By: 

Jack Dougherty
President

Attest:

By: 

Print:

Corporate Secretary
( Seal )
Approved as to Form and Content:

______________________________
City Attorney (designee)

By: ____________________________
   Assistant City Attorney

Legal: 00293007.doc V. 1
Exhibit A

FY17 St. Petersburg Main Street Program
The Skyway Marina District, Inc.
Budget and Request for Funds
(Please attach all required supporting documents)

Submit to: Gary Jones, Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

Invoice Period: From: To:

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Budget</th>
<th>Paid To Date</th>
<th>Current Invoice</th>
<th>Remaining Budget</th>
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<tbody>
<tr>
<td>Salary</td>
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<tr>
<td>Promotions (2@$4,000)</td>
<td>$8,000</td>
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<tr>
<td>Workshops or Consultations (2@$2,000)</td>
<td>$4,000</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Board Training</td>
<td>$1,000</td>
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<tr>
<td>TOTAL</td>
<td>$50,000</td>
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</table>

Make Check Payable to: Skyway Marina District, Inc.

Mailing Address: 4601 34th Street South
St. Petersburg, FL 33711

Authorized Signature: ____________________________
President, Skyway Marina District, Inc. 

Date

15
Exhibit B

FY17 St. Petersburg Main Street Program
The Skyway Marina District, Inc.
Monthly Time Sheet

(Please attach all required supporting documents)

Submit to: Gary Jones, Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

Association: Skyway Marina District, Inc. Phone: (727) 866-2696

Employee Name: ____________________________
Pay Period: (From) ______ (To) ______

Week Work Description SUN MON TUE WED THU FRI SAT Hours
--- --------------- --------- --------- --------- --------- --------- --------- ---------
1 Main Street Program
Other:
2 Main Street Program
Other:
3 Main Street Program
Other:
4 Main Street Program
Other:
5 Main Street Program
Other:

TOTAL HOURS

Employee’s Signature: ____________________________ Date
Skyway Marina District

Supervisor’s Signature: ____________________________ Date
President, Skyway Marina District, Inc.
Exhibit C
FY17 St. Petersburg Main Street Program
The Skyway Marina District, Inc.
Monthly Report Form

(Please attach all required supporting documents)

Submit to: Gary Jones, Planning & Economic Development Department
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

Report Period (Month/Year):

<table>
<thead>
<tr>
<th>Goal</th>
<th>Benchmark Date</th>
<th>Accomplishment</th>
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<td>Two (2) promotions in the District</td>
<td>1st by March 31, 2017</td>
<td></td>
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<td></td>
<td>2nd by Sept 30, 2016</td>
<td></td>
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<tr>
<td>Two (2) workshops for Businesses — or — Six (6) business one-on-one consultations</td>
<td>1st by March 31, 2017</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2nd by Sept 30, 2017</td>
<td></td>
</tr>
<tr>
<td>Board training session</td>
<td>By Sept 30, 2017</td>
<td></td>
</tr>
<tr>
<td>Maintain 3 Committees</td>
<td>Monthly Meetings</td>
<td></td>
</tr>
</tbody>
</table>
Explanation of any accomplishment not meeting benchmark date above:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

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____________________________________________________________________________________

Other comments (including accomplishments not noted above):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Authorized Signature:___________________________________________________________

President, Skyway Marina District, Inc.     Date
Exhibit D

Committee Annual Work Plans
**Committee:**

Submitted by Chairperson: ____________________________ Dates: __/__/__ - __/__/__

Project Title: ____________________________ Project #: __________

<table>
<thead>
<tr>
<th>Task</th>
<th>Timetable</th>
<th>Responsibility</th>
<th>Budget</th>
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</table>

**TOTAL**
Exhibit E

Committee Monthly Reports
Committee: ____________________________

Meeting Date: ___ / ___ / ___

Time: ____________________________

Location: ____________________________

Chairperson: ____________________________

Attending: ____________________________

Absent: ____________________________

Top issue: ____________________________

Item: ____________________________

Notes: ____________________________

Action: ____________________________

Time: ____________________________

Action: ____________________________

Time: ____________________________

Action: ____________________________

Time: ____________________________

Action: ____________________________

Time: ____________________________

Summary/Notes for Board & Staff:

__________________________

Send to: ____________________________

Next Meeting Scheduled for:

Date: ___ / ___ / ___

Time: ____________________________

Location: ____________________________
TO: THE HONORABLE AMY FOSTER, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Liv 233 Townhomes, generally located at 219 4th Avenue North. (Our File: 16-20000002)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION:
The applicant is requesting approval of a final plat which will replat a portion of Lots 12 and 13, Block 4, revised Map of the City of St. Petersburg, generally located on the north side of 4th Avenue North between 2nd Street North and 3rd Street North. This will create three townhome lots, a common area (Tract “A”) and limited common areas in easements Tract “B” and Tract “C”. The property is zoned Downtown Center (DC-2).

The replat will assemble the lots for redevelopment.

The language in Condition 1 of the Resolution clarifies that certain requirements may be completed after the plat is recorded. The language in Condition 2 notes that certain conditions must be met prior to a Certificate of Occupancy.

Attachments: Map, Aerial, Engineering Conditions dated August 19, 2016, Resolution

APPROVALS:

Administrative: [Signature]

Budget: NA

Legal: [Signature]
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF LIV 233 TOWNHOMES, GENERALLY LOCATED ON THE NORTH SIDE OF 4TH AVENUE NORTH BETWEEN 2ND STREET NORTH AND 3RD STREET NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (CITY FILE 16-20000002)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Liv 233 Townhomes, generally located on the north side of 4th Avenue North between 2nd and 3rd Street North, is hereby approved, subject to the following conditions.

1. The applicant shall install the Lot Corners as required by F.S. 177 and City Code at their sole expense within one year from the date of this approval. The applicant may provide a financial guarantee for this work in order to record the plat in advance of completion.

2. Comply with Engineering conditions in the memorandum dated August 19, 2016 prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
Planning & Economic Development Dept. ____________________________ Date 11-4-16

[Signature]
City Attorney (Designee) ____________________________ Date 11-4-16
LIV 233 TOWNHOMES
BEING A REPLAT OF A PORTION OF LOTS 12 AND 13, BLOCK 4, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 48, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST
CITY OF ST. PETERSBURG, FLORIDA

PROPERTY DESCRIPTION:
The following portions of Lots 12 and 13, Block 4, according to the Plat of Revise Map of the City of St. Petersburg, as recorded in Plat Book 1, Page 48, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; a part of said portions also being that certain parcels depicted as not included for future development shown on Plat No. W-69, a Condominium, recorded in Condominium Plat Book 31, Pages 5, 13, 15 of the Public Records of Pinellas County, Florida, being described as follows: Commences at the Southwest Corner of said Lot 12 for a point of beginning, thence run North 89 degrees 41 minutes 17 seconds 00' East along the West line of said Lot 12 a distance of 66 feet 21 inches to an intersection with the Continuing Boundary of said Lots 12 and 13, thence run West 179 degrees 18 minutes 53 seconds 00' along the South line of said Lots 12 and 13 a distance of 70 feet 0 inches to the point of beginning, containing therein 0.21 acres more or less.

TRANSFER OF EASEMENTS OR RIGHTS-IN-WAY being described as above subject to the following dedications and other matters affecting the property:

(A) Each property shall be subject to the following dedications and other matters affecting the property:

1. Fee simple title to the tract "A-1" and "A-2" common areas are hereby reserved by Developer for convenience by separate instrument to the LIV 233 Townhomes Association, Inc., an entity to be created Florida not-for-profit corporation ("Association") for such maintenance and purposes described in the Declaration and for the convenience of the Owners, their successors and assigns, and their invitees, which easements shall be reserved for the benefit of the owners, their successors, assigns, and invitees of the Association or its designee.

2. Each Owner shall be entitled to reasonable access across the project and the project shall be maintained by the Association or its designee for the benefit of the Owners, their successors and assigns, and their invitees, as set forth in the Declaration.

3. No developmental and/or construction, maintenance, and/or operation of cable television systems shall interfere with the facilities and service of electric, telephone, gas, or other public utilities in the area.

4. Easements to the Owners, their successors and assigns, and their invitees of the Association, shall be reserved as herein above described.

5. Ho et al.

(B) The undersigned hereby certifies that LIV 233, LLC (the "Declarant") is Owner of the Lots hereby designated as shown herein subject to the following dedications and other matters affecting the property:

1. Fee simple title to the tract "A-1" and "A-2" common areas are hereby reserved by Declarant for convenience by separate instrument to the LIV 233 Townhomes Association, Inc., an entity to be created Florida not-for-profit corporation ("Association") for such maintenance and purposes described in the Declaration and for the convenience of the Owners, their successors and assigns, and their invitees, which easements shall be reserved for the benefit of the owners, their successors, assigns, and invitees of the Association or its designee.

2. Each Owner shall be entitled to reasonable access across the project and the project shall be maintained by the Association or its designee for the benefit of the Owners, their successors and assigns, and their invitees, as set forth in the Declaration.

3. No developmental and/or construction, maintenance, and/or operation of cable television systems shall interfere with the facilities and service of electric, telephone, gas, or other public utilities in the area.

4. Easements to the Owners, their successors and assigns, and their invitees of the Association, shall be reserved as herein above described.

(A) The undersigned hereby certifies that he is the Owner of the above described property, and said property is hereby located as LIV 233 Townhomes, Pinellas County, Florida, as recorded in Plat Book 1, Page 48, of the Public Records of Pinellas County, Florida, as amended by that first amendment to amended and restated granted of easements recorded in official records Book 1, Page 78 of the Public Records of Pinellas County, Florida.

DECLARATION:
The undersigned hereby certifies that he is the Owner of the above described property, and said property is hereby located as LIV 233 Townhomes.

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PINELLAS
I, Henry Worthen, Hark, Manager of LIV 233, LLC, a Florida Limited Liability Company, 200 N. MADERA LAKE DRIVE, NORTH, ST. PETERSBURG, FL 33710, being personally known to me, do hereby state that I am the person described in and who executed the instrument described above and who is the person described in an is the person described in and who executed the instrument described above and who is the person described in and who executed the instrument described above and who is the person described in and who executed the instrument described above and who is the person described in and who executed the instrument described above.

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PINELLAS
I, John C. Erenola of 2000, being personally known to me, do hereby state that I am the person described in and who executed the instrument described above and who is the person described in and who executed the instrument described above and who is the person described in and who executed the instrument described above and who is the person described in and who executed the instrument described above.

CERTIFICATE OF APPROVAL BY CITY OF ST. PETERSBURG:
STATE OF FLORIDA
COUNTY OF PINELLAS
APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA THIS DAY OF 2010, WHEREIN PROVIDED THAT THIS PLAN IS RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND THAT THIS PLAN HAS BEEN FILED FOR RECORD IN PLAT BOOK 1, PAGE 48, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA THIS DAY OF 2010.

CERTIFICATE OF APPROVAL BY COUNTY CLERK:
STATE OF FLORIDA
COUNTY OF PINELLAS

CERTIFICATE OF CONFORMITY BY SURVEYOR:
STATE OF FLORIDA
COUNTY OF PINELLAS
I, John C. Brenola, being personally known to me, do hereby certify that this plat was prepared under my direction and supervision and that it is correct in representation of the lands plotted and that this plat complies with the requirements of Chapter 27 Part V of the Florida Statutes and that the surveyor's certificate of surveyor. This plat is recorded in the Public Records of Pinellas County, Florida. This plat is recorded in Plat Book 1, Page 48, of the Public Records of Pinellas County, Florida. This plat is recorded in Plat Book 1, Page 48, of the Public Records of Pinellas County, Florida. This plat is recorded in Plat Book 1, Page 48, of the Public Records of Pinellas County, Florida.

SURVEYOR'S CERTIFICATE:
STATE OF FLORIDA
COUNTY OF PINELLAS
I, John C. Brenola, Registered Land Surveyor, being personally known to me, do hereby certify that this plat was prepared under my direction and supervision and that it is correct in representation of the lands plotted and that this plat complies with the requirements of Chapter 27 Part V of the Florida Statutes and that the surveyor's certificate of surveyor. This plat is recorded in the Public Records of Pinellas County, Florida. This plat is recorded in Plat Book 1, Page 48, of the Public Records of Pinellas County, Florida. This plat is recorded in Plat Book 1, Page 48, of the Public Records of Pinellas County, Florida. This plat is recorded in Plat Book 1, Page 48, of the Public Records of Pinellas County, Florida.
LIV 233 TOWNHOMES
BEING A REPLAT OF A PORTION OF LOTS 12 AND 13, BLOCK 4, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART
SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST
CITY OF ST. PETERSBURG, FLORIDA

SURVEYOR'S REPORT:

1) SCALE OF DRAWING. THE NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE NORTH AS BEING WEST PER CONDOMINIUM PLAT BOOK 133, PAGE 53-55

2) NOTICE - THE PLAT, AS RECORDED IN ITS ORIGINAL FORM IS THE LEGAL DOCUMENT AND IS SUPPLANTED IN ACCORDANCE WITH ALL OTHER SPECIFICATIONS OR DATA. ANY USE OR REPRODUCTION OF THIS PLAT THAT MAY BE FOUND THE PUBLIC RECORDS OF THE COUNTY.

BOUNDARY CORNER SYMBOL LEGEND AND NOTES:

1) SET 4’x4’ CONCRETE MONUMENT STAMPED “PM = LB 760” UNLESS OTHERWISE INDICATED

2) OTHERS SET 4’x4’, ONLY TO Be USED FOR CONSTRUCTION WITH OUTFALL SET 2”x2”, AND OUTFALL SET 5”x5” IF NOT COVERED WITH CAP MARKED “LB 760” DEPRESSING ON THE SURFACE AFTER CONSTRUCTION IS CONCLUDED.

JOHN C. BRENDLA AND ASSOCIATES, INC.
Consulting Engineers and Land Surveyors

JCB

2201 3rd Avenue North
Penthouse 3
St. Petersburg, Florida 33701
Telephone (727) 525-1000
Facsimile (727) 525-4933
City of St. Petersburg, Florida
Planning and Economic Development
Liv 233 Townhomes
Case No.: 16-20000002
Address: 2194th Avenue North
City of St. Petersburg, Florida
Planning and Economic Development
Department
Liv 233 Townhomes
Case No.: 16-20000002
Address: 219 4th Avenue North

www.stpete.org

(nts)
The Engineering Department has no objection to the proposed preliminary and final plat provided that the following special conditions and standard comments are added as conditions of approval:

SPECIAL CONDITIONS: It is acknowledged that many of the following conditions have been fulfilled with the submittal and City approval of the associated Site Construction Permit Application #15-08000800, but remain listed below as documentation of the standard plat approval conditions since the plat is being processed concurrently with construction. Standard conditions of plat approval will be verified prior to release of the project Certificate of Occupancy.

1. Each lot must be provided with an individual water service if not existing. The City shall install necessary potable water services (up to and including the necessary backflow prevention device) as required to service the site redevelopment at the expense of the applicant/property owner.

2. The applicant is required to provide sanitary sewer to each lot of record. All construction must be in compliance with current City Engineering Standards and Specifications. A private easement has been dedicated (OR Bk 19058, Pg 1251) to provide a path through the adjacent private property to the north to reach the public sanitary sewer main located within the east/west alley north of 5th Avenue North. The cost for design, permitting, and construction of required new service lateral(s) shall be by and at the sole expense of the applicant. A right of way permit is required prior to initiating construction within public right of way.

3. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Within the DC zoning district a minimum 10-foot wide sidewalk is required. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA
requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

4. It is noted that the current sidewalk in the northern right of way of 4th Avenue North adjacent to this site is hexblock. Per City Council Resolution, public hexagon block sidewalks are to be preserved in the Downtown National Register district.

5. Habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director.

6. Wastewater reclamation plant is adequate. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10” and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

7. The scope of this project does not appear to trigger compliance with the Drainage and Surface Water Management Regulations found in City Code Section 16.40.030 because it is a 3 unit townhouse. However, if the scope of the redevelopment project changes, and the changes trigger compliance with the City Drainage and Surface Water Management Ordinance, then the applicant must submit drainage calculations which conform with the water quantity and the water quality requirements of Ordinance City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.
8. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant’s expense in accordance with the standards, specifications, and policies adopted by the City.

STANDARD COMMENTS: Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Wastewater reclamation plant is adequate. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10” and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the
applicant’s engineer for all construction proposed or contemplated within dedicated right of way or easement.

A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant’s expense in accordance with the standards, specifications, and policies adopted by the City.

The project Engineer will be required to develop a site specific Maintenance of Traffic plan in compliance with FDOT “Uniform Traffic Control Devices for Streets and Highways” and “Roadways and Traffic Design Standards for City approval prior to initiating construction. The plan shall provide for pedestrian and vehicular safety during the construction process and shall minimize the use of the public right of way for construction purposes. Approval of proposed roadway travel lane closures is discouraged and will be at the discretion of the City’s Engineering director pending receipt of adequate justification. The Maintenance of Traffic plan shall be prepared in compliance with City Engineering’s “Maintenance of Traffic Plan Requirements”, available upon request from the City Engineering & Capital Improvements department. Proposed use of on-street public parking spaces for construction purposes must receive prior approval from the City’s Transportation and Parking Management division. Refer to the City’s “Parking Meter Removal & Space Rental Policy During Construction” procedure, available upon request from the City Transportation and Parking Management department.

Any future development shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s Impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City’s stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for residential construction shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director.
Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer’s Self Certification to FDEP.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developer’s responsibility to file a CGP Notice of Intent (NOI) (DEP form 62-21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

NED/MJR:jw

pc: Kelly Donnelly
Reading File
Correspondence File
Subdivision File – REV MAP OF ST PETERSBURG
TO: The Honorable Amy Foster, Chair and Members of City Council

SUBJECT:

A resolution authorizing the Mayor or his designee to execute an agreement between the City and the School Board of Pinellas County, Florida, to allow for the shared use of facilities from December 6, 2016 through December 5, 2021; and providing an effective date.

EXPLANATION:

This agreement reflects a five year renewal of an agreement that has successfully been in effect for over twenty-five years. The terms of the agreement allow for the shared use of facilities between the City and the School Board under conditions that have been mutually agreed upon by both parties. The uses are clearly defined through the completion of a Facility Use Authorization Form which is completed for each requested use. This system will provide for documentation for all uses and up-to-date current records of uses. All uses are clearly defined so as not to conflict with normal programming of facilities.

This agreement is mutually beneficial for both parties and for the citizens of St. Petersburg as it maximizes the use of existing facilities (both the City’s and the School Board’s) and avoids duplication of services. When the Facility Use Authorization Form is completed, it will specify if there are direct costs involved with the usage and indicate the amount to be charged. If there are no direct staff costs or operating costs involved with the usage, there will be no charge.

The agreement is scheduled for approval by the School Board at their December 6, 2016 Board meeting.

RECOMMENDATION:

Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute an agreement between the City and the School Board of Pinellas County, Florida, to allow for the shared use of facilities from December 6, 2016 through December 5, 2021; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:

Under the terms of the agreement, if facilities are used during normal operating/staffing hours then no costs are charged to the other party. However, if there are unusual direct costs associated due to utilities, overtime hours, etc. then the user will be required to pay these costs. These costs will be determined ahead of time and will be included on the Facility Use Authorization Form.
ATTACHMENTS: Resolution

APPROVALS:

Legal: ________________________________ | Administration: ______________________________

Budget: ______________________________

Legal: 00265916.doc V. 1
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA TO ALLOW FOR THE SHARED USE OF FACILITIES FROM DECEMBER 6, 2016 THROUGH DECEMBER 5, 2021; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is efficient and mutually beneficial for both the City and the School Board of Pinellas County, Florida (“School Board”) to allow for the shared use of facilities; and

WHEREAS, the City and the School Board have maintained an agreement for over twenty-five years allowing the shared use of facilities; and

WHEREAS, the City and the School Board have agreed to renew this relationship for the years December 6, 2016 through December 5, 2021.

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 an agreement between the City and the School Board of Pinellas County, Florida, to allow for the shared use of facilities from December 6, 2016 through December 5, 2021.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: _______________________________ Administration: _______________________________

Budget: _______________________________

Legal: 00265914.doc V. 1
JOINT USE AGREEMENT

This Agreement, made and entered into this _____ day of ______________, 2016 by and between the City of St. Petersburg, Florida, a municipal Corporation, hereinafter referred to as City and The School Board Of Pinellas County, Florida, hereinafter referred to as Board;

WITNESSETH:

Whereas, the Board may request the use of various City-owned facilities for its physical education classes, baseball programs, and other Board-related programs and classes; and

Whereas, the City may request the use of various Board-owned facilities for its recreational programs, public meetings, and other City-related programs; and

Whereas, the Board and the City are each willing to cooperate in this matter under certain conditions and provisions;

Now, Therefore, in consideration of the covenants herein contained and other good and valuable consideration, the Board and the City as follows:

1. Term. The term of this Agreement will be for a period of five (5) years beginning December 6, 2016 and ending December 5, 2021. This Agreement may be extended for additional 5-year periods under the same terms and conditions set forth herein, with written agreement and approval by the Board and the City.

2. Scheduling Uses. The reciprocal use of the parties’ facilities will be scheduled so as not to conflict with the other party’s use of such facilities. In scheduling the use of the respective facilities, the parties will use a Facility Use Authorization Form, a sample of which
is attached as Exhibit A, which will be prepared by the Board’s Real Estate department and executed by the Superintendent and Mayor, or their designees. The Facility Use Authorization Form will specify the conditions of use including the dates, times, contact names, costs to be paid by the other party, and special conditions applicable to such use. Outdoor Board or City facilities may be used without cost except for lighting, personnel, utility costs, electrical costs and chemical treatment costs or other reimbursable costs. Interior, short-term uses of facilities by Board or City, may be permitted without cost if appropriate staff is already scheduled to be on duty and provided that utilities are not required beyond scheduled run times. Interior, long-term uses of facilities by Board or City, may require payment of direct costs, such as utility and personnel. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by the Superintendent and Mayor, or their designees.

3. **Return Condition of Facility.** The parties agree to maintain the facilities used and the surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees.

4. **Supervision of Program.** Each party will provide its own personnel for the supervision of the program it conducts.

5. **Restriction of Use.** Use of the facilities by private parties or organizations or by business enterprises for profit is prohibited unless specifically approved by the Superintendent and the Mayor, or their respective designees. The Board and the City further agree to make no unlawful, improper or offensive use of the facilities. All persons using facilities owned by the Board will abide by all Board policies, including Board policies which state that the consumption of tobacco products, including electronic cigarettes, or alcoholic beverages on
Board property, including any outside areas, is prohibited. All persons using facilities owned by the City will abide by all City policies.

6. **Liability.** The City and Board shall be liable for their own acts of negligence, or their respective agents’ acts of negligence when acting within the scope of their employment, in the performance of this Agreement; provided, however, that the City’s and Board’s liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

7. **Assignment and Inspection.** The Board and the City will not assign this Agreement or sublet any facilities of the other party or any part thereof without the written consent of the other party. The Board and the City agree that each party and its officers, agents, and servants will have the right to enter and inspect their facilities and the operation being conducted thereon at reasonable times.

8. **Termination.** This Agreement will remain in effect unless terminated by either party as follows:

   a) Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then this Agreement will terminate ten days from receipt of the written notice;

   b) Either party may terminate this Agreement for any reason by giving written notice to the other party that the Agreement will terminate thirty days from the receipt of said notice by the other party.
9. **Budgeting and Appropriation of Funds.**

   a) **City** – The obligations of the City as to any funding required pursuant to this Agreement, will be limited to an obligation in any given year to budget, appropriate and pay for legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City will not be prohibited from pledging any legally available non-ad valorem revenue for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

   b) **Board** – The obligations of the Board as to any funding required pursuant to this Agreement, will be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential Board services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the Board will not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the Board pursuant to this Agreement.

10. **Unforeseen Questions.** The Board and the City agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, the questions will be settled in writing between the Superintendent and the Mayor or their respective designees for resolution of such questions concerning this Agreement.
11. **Headings.** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the day and year first above written.

**ATTEST:**

**CITY OF ST. PETERSBURG, FLORIDA**

___________________________  
Chan Srinivasa, City Clerk  
By: _____________________________  
Rick Kriseman  
As its: Mayor

Approved as to form and content:

___________________________  
City Attorney (Designee)  
By: _____________________________  
Assistant City Attorney  
Legal: 00265915.doc V. 1

**ATTEST:**

**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**

___________________________  
By: _____________________________

Print: __________________________  
Superintendent  
Print: __________________________  Chairperson

Approved as to form and content:
Exhibit “A”

FACILITY USE AUTHORIZATION FORM

Date: December 6, 2016
To: Agency
Subject: Facility Use Request under the Agreement Between the School Board of Pinellas County and Agency effective x/x/xx (5 yrs)

Requestor: 
Description of Use: SAMPLE – Note: This form will be completed by Real Estate Department and submitted for signatures.

Facility(ies):

Dates & Times:

Supervision By:

Coordinator (& Phone #) for School Board:
Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said use:

Wages: $
Direct Costs $ 000.00
Other (List) $

$ 000.00

Total

The facility owner/representative _____ will invoice _____ for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said agreement.

Additional conditions, if any:

Agency

School Board of Pinellas County, Florida
<table>
<thead>
<tr>
<th>Authorized Representative</th>
<th>Date</th>
<th>Authorized Representative</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>for Agency</td>
<td></td>
<td>for School Board</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>11111 S. Belcher Rd., Largo, FL 33773</td>
<td></td>
</tr>
</tbody>
</table>

With copies to: Superintendent of Schools  
Director, Accounting  
Director, Auditing  
Region (1-6) Superintendent  
**School Representative**  
**School Bookkeeper**  
**Agency Representative**  

RPC #
MEMORANDUM

Council Meeting of November 21, 2016

TO: Members of City Council

FROM: Mayor Rick Kriseman


I respectfully request that Council confirm the appointment of Ann Vickstrom as a regular member to the Development Review Commission to serve an unexpired three-year term ending September 30, 2017.

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

RK/cs
Attachment
cc: D. Goodwin, Planning & Economic Development Director
    E. Abernethy, Zoning Official
A RESOLUTION CONFIRMING THE
APPOINTMENT OF A REGULAR MEMBER TO
THE DEVELOPMENT REVIEW COMMISSION;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Ann Vickstrom as a regular member to the Development Review Commission to serve an unexpired three-year term ending September 30, 2017.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

____________________________
City Attorney or (Designee)
TO: The Honorable Chair, and Members of City Council

SUBJECT: Approval of an agreement between the City of St. Petersburg, Florida ("City") and Embodied Energy Studio, LLC ("Artist") for the purchase of the "Current Collections" sculpture, created by Artist and located in Poynter Park, in the amount of $45,370.00.

EXPLANATION: The City's Public Arts Commission has approved the purchase of a sculpture, entitled "Current Collections" and located in Poynter Park, created by Artist. The art purchase agreement requires the Artist to modify the sculpture's design to ensure that it can withstand the environmental conditions that could occur at its location.

RECOMMENDATION: Administration recommends approval of the Embodied Energy Studio, LLC agreement.

COST/FUNDING/ASSESSMENT INFORMATION: $45,370.00 has been previously appropriated in the Arts in Public Places Fund (1901), Mayor's Office of Cultural Affairs, Administration (020-1777).

ATTACHMENTS: Resolution and Agreement

APPROVALS: Administrative: [Signature]
Budget: [Signature]
RESOLUTION NO. ___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ART PURCHASE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND EMBODIED ENERGY STUDIO, LLC IN THE AMOUNT OF $45,370.00 FOR THE PURCHASE OF A SCULPTURE ENTITLED "CURRENT COLLECTIONS" AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida is committed to supporting and encouraging the artistic and cultural enrichment of the St. Petersburg community; and

WHEREAS, pursuant to Sections 5-82 and 5-84 of the St. Petersburg City Code, the Public Arts Commission is responsible for making decisions as to the acquisition, display, and maintenance of works of art acquired with moneys from the art in public places fund, subject to City Council approval; and

WHEREAS, the Public Arts Commission has approved the purchase of a sculpture entitled "Current Collections" created by artists at Embodied Energy Studio, LLC ("Artist"), which sculpture is located in Poynter Park; and

WHEREAS, the art purchase agreement requires the Artist to modify the sculpture's design to ensure that it can withstand the environmental conditions that could occur at its location in Poynter Park.

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 an art purchase agreement between the City of St. Petersburg, Florida and Embodied Energy Studio, LLC in the amount of $45,370.00 for the purchase of a sculpture entitled "Current Collections."

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all other documents necessary to effectuate this transaction.
This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signature]
Administration

[Signature]
Legal
00295490
ARTIST AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of ___________, 2016 ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, ("City") and Embodied Energy Studio, LLC, a Georgia limited liability company ("Artist") (collectively, "Parties").

WHEREAS, Artist has created, designed, built, and installed a work of art at the Site (as defined herein) entitled Current Collections; and

WHEREAS, the City desires to purchase the Current Collections sculpture from the Artist, subject to certain modifications to the design to ensure that it can withstand exposure to high-speed winds, rain, salt, and other environmental conditions that could occur at its current location; and

WHEREAS, the Artist has agreed to make all such modifications to the Artwork and to sell the Artwork to the City upon completion of the modifications; and

WHEREAS, the City's purchase of the Artwork shall be conditioned upon the satisfactory completion of such modifications and the provision of all documentation required by this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein (which are an integral part of this Agreement and are incorporated herein by reference), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Artwork - The work of art entitled Current Collections which was created, designed, built, and installed by the Artist and modified under this Agreement.

1.2 Public Arts Commission - The St. Petersburg Public Arts Commission, as described in Chapter 5, Article III, Division 2 of the St. Petersburg City Code.

1.3 Site - Near the water's edge on the north end of Poynter Park, the entrance of which is located at 100 3rd St. S., St. Petersburg FL 33701.

ARTICLE 2. SCOPE OF SERVICES

2.1. Artwork Described. The Artwork is generally depicted and described in Exhibit A ("Final Design and Description of Artwork"). If there is any change to the general depiction or description of the Artwork as a result of the completed
Modifications, Exhibit A shall be deemed automatically amended to reflect any such changes.

2.2. **Independent Contractor.** Artist is an independent contractor and nothing in this Agreement shall be construed as constituting Artist as an employee, agent or representative of the City. No employee or agent of the City shall supervise Artist.

2.3. **Artist Responsibilities.** Artist shall provide all services and furnish all supplies, materials and equipment necessary to make modifications to the Artwork in accordance with Exhibit B ("Modifications"), and shall comply with the following:

A. Upon execution of this Agreement, Artist shall commence the final Modifications in accordance with this Agreement and the timeline set forth in Exhibit B.

B. Artist shall submit monthly progress reports to the City upon written request.

C. Artist shall present to the City in advance, for further review and approval, a written proposal for any significant changes in the scope, design, color, size, material or texture of the Artwork that affects scheduling, Site preparation or maintenance for the Artwork or the concept or integrity of the Artwork as approved by the Public Arts Commission.

D. Artist agrees that the Artwork will not utilize any protected patent, trademark, or copyright unless Artist has obtained proper permission and all releases and other necessary documents. If Artist uses any protected material, process, or procedure, Artist shall disclose such patent, trademark, or copyright in the construction drawings and technical specifications.

E. Artist shall provide written instructions for the care, maintenance and preservation requirements for the Artwork ("Maintenance Instructions") upon completion of the Modifications. The City acknowledges that the Artwork may suffer some ordinary wear and tear, but such wear and tear shall not be of such a nature to affect the integrity or overall visual quality of the Artwork. The Artwork shall be designed to withstand all year-round Florida environmental and atmospheric conditions, as well as the normal activities that occur at a public park on the waterfront.

F. Artist shall provide a written warranty of the Artwork, guaranteeing the quality of materials and workmanship for a period of not less than five (5) years ("Warranty").
G. Artist is responsible for acquiring all City, county, state or federal permits necessary for the Modifications.

H. Artist and the Artwork shall at all times comply with all current and future federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws").

2.4. *City’s Right to Review Progress.* The City shall have the right to review the progress of the Modifications to the Artwork at all reasonable times.

2.5. *Ownership of Documents.* Upon (a) completion of the Modifications and (b) the City’s acceptance of the Artwork and all documentation required pursuant to this Agreement, all studies, drawings, designs and photographs prepared and submitted to the City under this Agreement by Artist shall become the property of the City. The City will not be entitled to any other original drawings in the possession of Artist.

**ARTICLE 3. COMPENSATION**

3.1. *Purchase Price.* Subject to the City’s acceptance of the completed Artwork and all documentation required by this Agreement in accordance with Section 4.6 of this Agreement, and further provided that the Artist is in compliance with the terms and conditions of this Agreement, City shall pay Artist a firm fixed price not to exceed forty-five thousand three hundred seventy dollars ($45,370.00) ("Purchase Price"), which shall constitute full payment for the Artwork and compensation for the Modifications and all other services performed (including any approved services provided prior to execution of this Agreement) and materials furnished by Artist under this Agreement.

3.2. *Method and Schedule of Payment.* The Purchase Price shall be paid in the following installments, each installment to represent full and final payment for all services and materials provided prior to payment thereof. Each installment shall be paid upon receipt of the certifications and documentation described below, which shall be in a form acceptable to the City in its reasonable discretion.

A. The City shall pay Artist fifteen thousand dollars ($15,000) within thirty (30) days after execution of this Agreement by both Parties.

B. The City shall pay Artist fifteen thousand one hundred eighty five dollars ($15,185) upon approval by the City of photos and documentation of the Modifications and the completed Artwork and evidence that all required permits have been obtained or are in process.
C. The City shall pay Artist the remaining fifteen thousand one hundred eighty five dollars ($15,185) of the Purchase Price within thirty (30) days after the Artist:

i. Provides the City with photos and documentation of the Artwork, including the Modifications;

ii. Provides the City with a written bill of sale conveying title of the Artwork to the City ("Bill of Sale");

iii. Provides the City with Maintenance Instructions;

iv. Provides the City with a sworn statement of no liens, claims or other encumbrances on the Artwork pursuant to this Agreement ("Affidavit of No Liens");

v. Provides the City with a Warranty pursuant to this Agreement;

vi. Provides the City with a written assignment of any and all warranties for materials used or labor performed by subcontractors or other persons; and

vii. Obtains from the City Final Acceptance (as defined herein) of the Artwork and Modifications pursuant to this Agreement.

3.3. *Availability of Funds.* The performance by the City of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the City for the purposes of this Agreement for the current and any future fiscal period. The City shall appropriate all funds necessary to fund this Agreement at the time this Agreement is approved by City Council.

3.4. *Travel and Other Expenses.* Travel and other expenses shall not be reimbursed except as provided in this Agreement. Artist's sole compensation shall be the Purchase Price as described in this Article 3.

**ARTICLE 4. TIME OF PERFORMANCE**

4.1. *Time of Performance Described.* All services by Artist shall be completed pursuant to this Agreement. Artist agrees to be available to begin the Modifications to the Artwork immediately upon execution of this Agreement. Artist shall complete the Modifications and submit all required documentation for the Artwork to the City no later than five (5) months after the Effective Date.

4.2. *Extensions by City.* The City may grant Artist a reasonable extension of time in the event there is a delay on the City’s part in performing obligations under this Agreement or if conditions beyond Artist's control or acts of God render timely
performance of Artist's services impossible or unreasonably burdensome. Artist agrees and understands that the City shall be the sole judge of what constitutes "beyond Artist's control." Further, Artist agrees that there will be no extension of time for any reason if such extension of time would result in an increase in the Purchase Price.

4.3. **Special Extensions.** The Mayor or his designee shall have the authority to grant one extension for up to ninety (90) days for good cause, as determined by the City in its sole and absolute discretion.

4.4. **Failure to Fulfill Obligations.** Except as otherwise provided herein, failure to fulfill obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

4.5. **Presentations of Artwork While in Progress.** During the performance of this Agreement, Artist specifically grants to the City the right, at the City's discretion, to make presentations, photographs or otherwise reproduce faithful images of the Artwork while in progress for presentation purposes.

4.6. **Acceptance of Artwork upon Completion.** The Artist shall provide the City with written notice of completion after the Artist completes the Modifications and provides to the City all documentation required pursuant to this Agreement. The City shall, in writing, accept or reject the Artwork within ten (10) business days of the City's of the Artist's written notice of completion. The City may only reject the Artwork if it does not meet the design plans, drawings or specifications set forth herein or if the Artist has not provided documentation as required pursuant to this Agreement. If the City fails to accept the Artwork due to noncompliance with the design plans, drawings or specifications or failure to provide documentation required pursuant to this Agreement ("Noncompliance"), the City shall give Artist written notice of such failure to accept, the reasons therefore and a reasonable opportunity to correct such Noncompliance, provided, however, that in no event shall the period to correct the Noncompliance exceed thirty (30) calendar days from the date the City provides notice of Noncompliance to Artist. For purposes of this Agreement, "Final Acceptance" means that Artist has cured all Noncompliance (if any), and the City has issued written approval of the Artwork and associated documentation.

**ARTICLE 5. GENERAL CONDITIONS**

5.1. **Assignment, Transfer or Subcontracting.** A material element of this Agreement is the personal skill, judgment and creativity of Artist. Therefore, Artist shall not assign, transfer or subcontract the creative or artistic portions of the Artwork to another party without the prior written approval of the City, which approval may be withheld in the City's sole and absolute discretion.
5.2. **Nameplate.** Artist may, at Artist's expense, include a permanent and proper nameplate, which shall include the name of the Artwork, the name of Artist, and the date of completion. The content, design and location thereof must be mutually agreed to by Artist and the City. If Artist provides a nameplate or if no nameplate is provided and the City wishes to provide a nameplate, or if the nameplate provided by Artist is replaced, the nameplate should, at a minimum, include the information set forth in this Section 5.2.

5.3. **Public Records.**

A. Artist 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 Artist’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws from the Effective Date until the City issues its Final Acceptance (“Services Term”) or until earlier termination of this Agreement; and (iv) during the Services Term or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Artist’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 Artist transfers all public records to the City upon expiration of the Services Term or earlier termination of this Agreement, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records after the expiration of the Services Term or earlier termination of this Agreement, Artist 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 Artist shall be provided to the City in a format approved by the City.

B. **IF ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ARTIST’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
C. Nothing contained herein shall be construed to affect or limit Artist’s obligations including but not limited to Artist’s obligations to comply with all applicable Laws.

ARTICLE 6. WARRANTIES

6.1. Warranty of Title. Artist warrants that the Artwork shall be the result of the artistic efforts of Artist and that, unless otherwise stipulated herein, the Artwork shall be unique, an edition of one, and not infringe on any copyright. Artist shall deliver the Artwork free and clear of any liens, claims or other encumbrances of any type arising from the acts of Artist.

6.2. Warranty of Quality. Artist warrants that upon completion, the Artwork shall be free of defects in material and workmanship and that Artist shall correct any such defects which appear for a period of five (5) years from Final Acceptance at Artist's expense. This warranty of quality shall not require Artist to correct any damage caused by vandalism or any act of the City so long as such damage is not the result of a defect in material or workmanship of Artist. It is understood by the City that the Artwork has been designed and built by Artist as a work of art. Any use by the City of the Artwork for purposes other than for adornment of the Site as a work of art hereby voids this warranty of quality.

ARTICLE 7. TITLE AND COPYRIGHT

7.1. Artist Responsibility. Artist shall execute any and all lawful documents, including assignments, which the City deems necessary or desirable to fully acknowledge the City’s ownership interest in the Artwork and to effectuate any assignment and this Agreement.

7.2. Title. Title to the Artwork shall vest in the City upon delivery of the Bill of Sale by Artist. As owner of the Artwork, the City may exercise any and all rights of ownership including, but not limited to, sale, removal or destruction of the Artwork.

7.3. Copyright. Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq., and all other rights in and to the Artwork except ownership and possession, except as such rights are limited by this Agreement. Notwithstanding the foregoing sentence, Artist must execute the Release and Waiver set forth in Exhibit C, releasing, waiving, disclaiming, and terminating rights provided to Artist under 17 U.S.C. § 160A, Visual Artist Rights Act of 1990.

7.4. Limitations on Artist Copyright. The Artwork in its final dimension shall be unique. Artist shall not make any exact duplicates of the final Artwork, nor shall Artist grant permission to others to do so except with the written permission of the
City.

7.5. **License to City.** Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for noncommercial purposes, including, but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

7.6. **Credit to Artist.** The City shall use reasonable efforts, in all reproductions based on the Artwork, to give credit to Artist.

7.7. **Credit to City.** Artist shall use best efforts to give a credit reading substantially, "all original work owned by the City of St. Petersburg, Florida" in any public showing or distribution to the public of any reproductions of the Artwork which have been authorized by the City and which are under Artist's control.

**ARTICLE 8. RISK OF LOSS AND INSURANCE**

8.1. **Damage.** Should any repairs to any structure or the Site become necessary or if the Artwork is damaged in any way prior to the City issuing its Final Acceptance, the City shall not have any liability or responsibility for replacement or repair of the Artwork.

8.2. **Damage to Materials.** If, before the City issues its Final Acceptance, the Artwork, art materials or any portion of the art materials are substantially damaged by fire, explosion, or other casualty or occurrence, the City may elect to repair or replace the art materials or immediately terminate this Agreement. In the event of termination pursuant to this Section 8.2, the City shall not be obligated to pay Artist any remaining monies in connection with this Agreement. The City shall not have any liability to Artist in the event of termination of this Agreement pursuant this Section 8.2 and Artist shall not be required to repay any money paid to Artist from the City pursuant to this Agreement, unless such damage to the art materials was caused or contributed by the negligence of Artist or Artist's employees, subcontractors, representatives or agents. Nothing contained herein shall limit the City’s rights and remedies against Artist if Artist, any other occupant of the Site, or their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, caused or contributed to the damage to the art materials.

8.3. **Insurance.** Artist shall arrange for, and/or ensure that Artist and all subcontractors have, or are covered by, public liability and property damage insurance to protect Artist, the Indemnified Parties (as defined herein), and any subcontractor performing work covered by or related to this Agreement, from claims for damage for personal and bodily injury, including accidental death, as well as from claims of property damage, which may arise from operations under
this Agreement whether such operations are by Artist and by any subcontractor or anyone directly employed by either of them in the amounts as follows, which shall remain in effect until Final Acceptance by the City:

A. General Liability Insurance including contractual liability and products and completed operations with coverage limits of at least $300,000 per occurrence protecting the City against all claims or demands that may arise.

B. Automobile Liability Insurance with minimum limits as set forth by Florida Statute.

C. Workers’ Compensation Insurance in compliance with the laws of the State of Florida. Employers Liability coverage with minimum limits of $100,000 for each accident, $100,000 for each employee for disease, and $500,000 total for all disease.

i. The Indemnified Parties (as defined herein) must be shown as an additional named insured with respect to this coverage.

ii. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Artist.

iii. The insurance policy required above shall be issued by a company authorized to do business in the State of Florida, with the following qualifications as to management and financial strength: the company must be rated not less than "A" as to management, and not less than Class "X" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

iv. Artist shall furnish a certificate of insurance on a standard ACORD form to the City prior to commencement of operations on the Site, which certificate shall clearly indicate that Artist and/or its subcontractors have obtained insurance in the type, amount and classification as required for strict compliance with this article and that no material changes or cancellation of insurance will be effective without thirty (30) days prior written notice to the City, despite changes to or cancellation of insurance.

v. Compliance with the foregoing requirements shall not relieve Artist of its liability and obligations under this Agreement.

**ARTICLE 9. INDEMNIFICATION AND RELEASE**
9.1. **Indemnification.** Artist shall defend at its expense, pay on behalf of, hold free and harmless, indemnify and assume legal liability for the City and its officers, employees, agents, and elected and appointed officials and volunteers (collectively, "Indemnified Parties"), from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, whether or not a lawsuit is filed, in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss of or damage to property, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the negligent acts or omissions or other wrongful conduct of or the infringement of any copyright, protected patent or trademark by Artist and/or its subcontractors, employees, and agents in connection with Artist's performance pursuant to this Agreement.

9.2. **Notice.** The Parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

9.3. **Release.** Artist releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the Indemnified Parties from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to, attorneys' fees and costs, on account of injury to the person or property in connection with Artist's performance pursuant to this Agreement, whether arising out of or caused by the negligence of any or all of the Indemnified Parties or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, the Site, City property or thoroughfare while the undersigned is participating in any phase of the design, fabrication and installation of the Artwork. Artist shall require all workers engaged in the performance of this Agreement to execute the release set forth Exhibit "D".

**ARTICLE 10. MAINTENANCE, RESTORATION AND REMOVAL**

10.1. **Maintenance.** The City recognizes that the maintenance of the Artwork on a regular basis will be necessary and shall clean and maintain the Artwork in conjunction with the normal maintenance and cleaning procedures based on Artist's written instructions therefore provided pursuant to this Agreement.

10.2. **Failure to Maintain Artwork.** In the event that the City fails to maintain the Artwork in good condition, Artist shall have the right to disown it as its creation and require that references to Artist on the nameplate be removed from the Artwork until its condition is satisfactorily repaired.

10.3. **Restoration.** After Final Acceptance, the City shall have the right to determine when and if repairs and restorations to the Artwork will be made. During Artist's
lifetime, Artist shall have the right to approve all repairs and restorations, provided, however, that Artist shall not unreasonably withhold approval for any repair or restoration of the Artwork. If Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, Artist shall be given the opportunity to make or personally supervise significant repairs and restoration and shall be paid a reasonable fee for any such services, provided that the City and Artist agree in writing, prior to commencement of any significant repairs or restorations, upon Artist's fee for such services. If no agreement is reached as to Artist's fee for restoration, then the City may make repairs, restoration or other arrangement it deems appropriate for the Artwork.

10.4. Alteration of the Artwork. Except as otherwise set forth in Section 10.5 or Section 10.6 of this Agreement, the City agrees that it will not intentionally damage, alter, modify or change the Artwork without the prior written approval of Artist to the extent it is practical to obtain such approval.

10.5. Alteration of the Site. To the extent practical, the City shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork.

10.6. Removal of Artwork. The City has the right to remove the Artwork from the Site. To the extent practical, Artist, during Artist's lifetime shall be given the opportunity to remove or personally supervise the removal of the Artwork to the location chosen by the City. If the City removes the Artwork, it may make reasonable efforts to place the Artwork on other suitable property of the City, store the Artwork in its entirety in a safe location, place the Artwork on suitable non-City owned property, dispose of, sell or donate the Artwork. The City will make a good faith effort to notify Artist of any proposed action to remove the Artwork from its original Site. The City shall consult with Artist in the planning and execution of any such removal. In the event that Artist fails, within thirty (30) days of receipt of such notice to participate in the planning for the removal of the Artwork, the City shall have the right to proceed with the removal of the Artwork.

ARTICLE 11. DEFAULT AND TERMINATION

11.1. Default Defined. Failure of either party to comply with any provisions of this Agreement shall place that party in default. Except as otherwise provided in Section 5.3 and Section 8.2, concerning public records and damage to materials, respectively, the defaulting party shall be entitled to thirty (30) days to cure the
default upon receipt of written notice specifying the default.

11.2. **Termination.** In the event the default is not timely cured, this Agreement may be terminated immediately by written notice. Prior to terminating this Agreement and except as otherwise provided herein, the non-defaulting party shall notify the defaulting party in writing stating specifically the provisions which are alleged to give rise to the default. If the City terminates this Agreement pursuant to this Section 11.2 before Final Acceptance by the City, Artist shall immediately repay all payments paid to Artist under this Agreement. If Artist terminates this Agreement pursuant to this Article, the City shall forfeit any right to repayment of any payments made through the date Artist notifies the City that the Agreement is terminated.

11.3. **Termination for Convenience.** This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice. In the event of termination for convenience, the City shall only be liable to Artist for payment milestones reached prior to the effective date of termination.

11.4. **Waiver.** The failure of either party to exercise its rights under this Agreement shall not be construed as a waiver to such a right.

**ARTICLE 12. NOTICE TO PARTIES**

12.1. **Notice of Documents.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery if hand delivered to the address below:

TO CITY: TO ARTIST:

City of St. Petersburg Embodied Energy Studio, LLC
Attention: India Williams 4415 Windsong Ct. SW
Mayor's Office of Cultural Affairs Lilburn, GA 30047
P.O. Box 2842 Attn: Michael Wsol
St. Petersburg, FL 33731

12.2. **Change of address.** Any party may change its address for the giving of notice pursuant to notice given in accordance with the provisions of Section 12.1, which notice shall be effective upon receipt by the other party.

12.3. **Failure to Notify City of Change of Address.** If Artist fails to notify the City of a change of address, Artist waives all rights that are granted in this Agreement that require notice to Artist.

**ARTICLE 13. MISCELLANEOUS**
13.1. *Entirety of Agreement.* This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

13.2. *Surviving Covenants.* The covenants and obligations set forth in this Agreement shall survive the delivery and Final Acceptance and associated documentation and shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest.

13.3. *Severability.* If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable Laws of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement.

13.4. *Captions.* Captions are inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provision contained herein.

13.5. *Waiver.* No waiver of any provision of this Agreement or any breach thereof shall be construed as a continuing waiver or shall constitute a waiver of any other provision or breach.

13.6. *Law and Forum.* This Agreement shall be construed under the laws of the State of Florida, and any action arising hereunder shall be brought in Pinellas County, Florida, or, if in Federal Court, the Middle District of Florida, Tampa Division.

13.7. *Construction.* Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not construe it against one party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the party who itself or through its agents prepared the same, as each party has participated in the preparation of this Agreement and each party consulted with independent legal counsel of its own selection or waived its right to do so prior to the execution of this Agreement.

13.8. *No Third Party Beneficiaries.* Neither Artist nor the City intends to directly or indirectly benefit a third party by this Agreement. Therefore, the Parties agree that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
13.9. *Incorporation by Reference*. Composite Exhibit E, the Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation, and Copyright Agreement and Assignment are upon their execution by a party to this Agreement incorporated into and made a part of this Agreement.

13.10. *Further Assurances*. The Parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

13.11. *Exhibits*. Each exhibit to this Agreement is an essential part hereof and is incorporated herein by reference.

*(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)*
IN WITNESS WHEREOF, the Parties hereto have executed these presents for the purposes herein expressed.

CITY OF ST. PETERSBURG, FLORIDA
By: ____________________________
Print: ____________________________
Title: ____________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731

ATTEST:

__________________________________ (SEAL)
City Clerk

EMBODIED ENERGY STUDIO, LLC:

Sign: Dena Light Peake
Print: Dena Light Peake
Address: 1094 Lindridge Drive
Atlanta, GA 30324

STATE OF (GEORGIA)
COUNTY OF DeKalb

The foregoing instrument was acknowledged before me this 1st day of November, 2016, by Dena Light Peake of Embodied Energy Studio, LLC, personally known to me or who has produced Georgia driver’s license as identification and who did take an oath.

WITNESSES AS TO ARTIST:

Sign: ____________________________
Print: ____________________________

Sign: ____________________________
Print: ____________________________

NOTARY PUBLIC:

Sign: ____________________________
Print: ____________________________
State of: GA
My Commission No.: NA

APPROVED AS TO FORM AND CONTENT:

__________________________________
City Attorney (designee)

document # - 00290768
ATTACHMENTS:

Exhibit A – Final Design and Description of Artwork

Exhibit B – Scope of Services for Modifications to the Artwork

Exhibit C - Release and Waiver of rights under 17 U.S.C. § 160A

Exhibit D - Release of any person working on the Site or the Artwork

Composite Exhibit E - Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation and Copyright Agreement and Assignment
Exhibit A
Final Design and Description of Artwork
Mike Wsol
Column Design

McCall Engineering, LLC
FBPE #26008
6359 Tower Lane
Sarasota, FL 34240
(941) 379-6986

5" diameter Sch 40
ASTM A53 Gd B Type S

11" x 11" x .875"
A307 plate

(8) .875" diameter holes
for .75" bolts

Alternate Bolting with "fish" plate

.5" fish plate w/
.8125" diameter hole
2" square max

.375 min

.875" base plate

.5" fish plate w/
.8125" diameter hole
2" square max

Bolt
Column Top Detail

- .5" fish plate w/ .8125" diameter hole
- 2" square max

- 3.75" x 3.75" x 6.5" A307 bracket welded to sculpture

- 5" diameter A307 plate cut to cap pipe

- .75" locknut, used to level .5" fish plate w/ .8125" diameter hole
- 2" square max

- .875" diameter x 4" lg A307 bolt with locked nuts at top and bottom of "fish" plates

- 5" diameter Sch 40 ASTM A53 Gr B Type S
Mike Wsol
Installation

Column (1 of 5) as specified

Sand/fill around column during exhibition and when sculpture is removed. Permanently replaced with concrete to match preexisting condition after final exhibition in 2015.

Pavers
Sand/fill
Concrete foundation as specified
Soil

7.38' AMSL

Grass slope

5.75' AMSL
Mike Wsol
Foundation Design

Ground Level

Project 7"

Foundation
Pipe column

#5 @ 6" E.G.
@ center of slab

(8) .875" diameter x 24"
lg A307 anchor bolts
w/ locked nut @ bottom
grease to prevent corrosion as required

60"

Suggested Installation

Paver
Sidewalk

Paver / sand at column
concrete away from column

Gravel / sand fill

Foundation

Grade
Current Collections: Detail

The approximate total weight of the sculpture is 2000 pounds. The 1200 square foot surface is 40% porous to allow wind to pass through and to deny lift. Attached signed engineer document notes that membrane will maintain integrity for up to 70 mph winds.

The structure is made from 2.5" and 1.5" diameter Schedule 40 mild steel tubing that is welded together at notched joints. The complete structure is bolted atop 5" diameter Schedule 40 mild steel columns.

The structure has 530 linear feet of steel tube and weighs approximately 482 lbs. A current skin made of recycled plastic bags and chicken wire is wrapped around the structure.

The new skin, intended for long term use, is made of stainless steel wire rope (aircraft cable) and Twitchell marine grade Textilene Material. The surface contains 1500 sq ft, 94 lbs, of Sunbrella fabric and 2,000 feet of 1/16th" stainless steel wire rope weighing 16 lbs.
Exhibit B
Scope of Services for Modifications

Scope of Services

Artist shall remove the temporary plastic membrane covering the sculpture's frame and replace it with a durable, permanent membrane.

Materials used to fabricate the new membrane will include Twitchell Marine Grade Textilene material, stainless steel wire rope (airplane cable) and stainless steel attachment components. Artist shall remove the plastic and chicken wire membrane from the Artwork.

Schedule

All work must be completed within five (5) months after the Effective Date of this Agreement.
Exhibit C

In consideration of payment received from the City of St. Petersburg, Florida ("City") for creating, fabricating and installing a work of art ("Artwork") near the water’s edge on the north end of Poynter Park, the entrance of which is located at 100 3rd St. S. in St. Petersburg, Florida, pursuant to the Agreement between the City and the Artist dated ___________, 2016, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Amandine Drouet, waive, disclaim and terminate all of my rights provided under 17 U.S.C. § 160A (Visual Artist Rights Act of 1990), including the right to prevent any intentional or accidental distortion, damage, destruction, or mutilation of the Artwork, which would be prejudicial to my honor or reputation and the right to prevent any intentional or grossly negligent destruction of the Artwork of recognized stature.

The Artwork primarily is used to enhance Poynter Park but may be put to any other use at the City’s discretion. This Release and Waiver applies to not only the enhancement of Poynter Park, but to any and all uses to which the Artwork may be put by the City. I agree that this Release and Waiver is intended to be as broad and inclusive as permitted by applicable laws, and if any portion hereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and voluntarily sign this Release and Waiver, and further agree that no oral representations, statements or inducements apart from the foregoing written release and waiver have been made.

I acknowledge that I have been hereby encouraged to seek the advice of attorney prior to signing this Release and Waiver, and have been given the opportunity to seek such counsel.

I acknowledge the fact that this Release and Waiver could become a public record pursuant to Chapter 119, Florida Statutes, and will be available to members of the public upon their request.

This Release and Waiver shall not be modified, marked through, or conditioned by any attachment or written comments.

By signing this Release and Waiver I am waiving and releasing valuable legal rights. I have read this Release and Waiver carefully before signing it.

IN WITNESS WHEREOF, the undersigned has caused this Release and Waiver to be executed this __________ day of ___________, 2016.

BY: __________________________ Telephone: __________-

Sign: __________________________ Address: __________

Amandine Drouet

Exhibit C page 1 of 3
Exhibit C


In consideration of payment received from the City of St. Petersburg, Florida ("City") for creating, fabricating and installing a work of art ("Artwork") near the water's edge on the north end of Poynter Park, the entrance of which is located at 100 3rd St. S. in St. Petersburg, Florida, pursuant to the Agreement between the City and the Artist dated __________, 2016, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Dena Light Peake, waive, disclaim and terminate all of my rights provided under 17 U.S.C. § 160A (Visual Artist Rights Act of 1990), including the right to prevent any intentional or accidental distortion, damage, destruction, or mutilation of the Artwork, which would be prejudicial to my honor or reputation and the right to prevent any intentional or grossly negligent destruction of the Artwork of recognized stature.

The Artwork primarily is used to enhance Poynter Park but may be put to any other use at the City's discretion. This Release and Waiver applies to not only the enhancement of Poynter Park, but to any and all uses to which the Artwork may be put by the City. I agree that this Release and Waiver is intended to be as broad and inclusive as permitted by applicable laws, and if any portion hereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and voluntarily sign this Release and Waiver, and further agree that no oral representations, statements or inducements apart from the foregoing written release and waiver have been made.

I acknowledge that I have been hereby encouraged to seek the advice of attorney prior to signing this Release and Waiver, and have been given the opportunity to seek such counsel.

I acknowledge the fact that this Release and Waiver could become a public record pursuant to Chapter 119, Florida Statutes, and will be available to members of the public upon their request.

This Release and Waiver shall not be modified, marked through, or conditioned by any attachment or written comments.

By signing this Release and Waiver I am waiving and releasing valuable legal rights. I have read this Release and Waiver carefully before signing it.

IN WITNESS WHEREOF, the undersigned has caused this Release and Waiver to be executed this ___ day of November, 2016

BY:  

Dena Light Peake  Telephone: 404-630-7277

Address: 1094 Lindridge Dr NE Atlanta, GA 30324
Exhibit C

In consideration of payment received from the City of St. Petersburg, Florida ("City") for creating, fabricating and installing a work of art ("Artwork") near the water's edge on the north end of Poynter Park, the entrance of which is located at 100 3rd St. S. in St. Petersburg, Florida, pursuant to the Agreement between the City and the Artist dated ______________, 2016, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Michael Wsol, waive, disclaim and terminate all of my rights provided under 17 U.S.C. § 160A (Visual Artist Rights Act of 1990), including the right to prevent any intentional or accidental distortion, damage, destruction, or mutilation of the Artwork, which would be prejudicial to my honor or reputation and the right to prevent any intentional or grossly negligent destruction of the Artwork of recognized stature.

The Artwork primarily is used to enhance Poynter Park but may be put to any other use at the City’s discretion. This Release and Waiver applies to not only the enhancement of Poynter Park, but to any and all uses to which the Artwork may be put by the City. I agree that this Release and Waiver is intended to be as broad and inclusive as permitted by applicable laws, and if any portion hereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and voluntarily sign this Release and Waiver, and further agree that no oral representations, statements or inducements apart from the foregoing written release and waiver have been made.

I acknowledge that I have been hereby encouraged to seek the advice of attorney prior to signing this Release and Waiver, and have been given the opportunity to seek such counsel.

I acknowledge the fact that this Release and Waiver could become a public record pursuant to Chapter 119, Florida Statutes, and will be available to members of the public upon their request.

This Release and Waiver shall not be modified, marked through, or conditioned by any attachment or written comments.

By signing this Release and Waiver I am waiving and releasing valuable legal rights. I have read this Release and Waiver carefully before signing it.

IN WITNESS WHEREOF, the undersigned has caused this Release and Waiver to be executed this __ day of ____________, 201___.

BY: __________________________
   Michael Wsol

Telephone: 706-338-3048

Address: 4415 WINDSOR COURT SW, LILBURN, GA 30047

Exhibit C page 3 of 3
MEMORANDUM

TO: The Honorable Chair Foster and Members of City Council

FROM: Jacqueline M. Kovilaritch, City Attorney

DATE: November 14, 2016

RE: Resolution Amending City Council Policy and Procedures Manual

Pursuant to your action on New Business Item H.5. discussed during your November 3, 2016 City Council meeting, attached is a resolution amending the City Council Policy and Procedures Manual (“Manual”). The resolution amends the Manual to limit the number of awards and presentations placed on a mini-meeting agenda by City Administration or staff. This limitation does not apply to St. Pete’s Promise awards and presentations. A deadline for submission of agenda items for mini-meetings is also established and the authority of the Chair to reorder mini-meeting agenda items is addressed. Finally, the resolution includes a clarifying amendment related to the Chair’s discretion to allow a Committee of the Whole meeting to continue if a quorum ceases to be present (although no vote or other action may be taken without a quorum present).

Please feel free to contact me with any questions.
A RESOLUTION APPROVING AMENDMENTS TO THE CITY COUNCIL POLICY AND PROCEDURES MANUAL RELATED TO MINI-MEETINGS AND THE PRESENCE OF A QUORUM AT COMMITTEE OF THE WHOLE MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council previously adopted the City Council Policy and Procedures Manual (“Manual”); and

WHEREAS, the Manual provides that City Council shall have the authority to amend or modify the policies and procedures established in the Manual by resolution unless the policy or procedure is required by law or the Charter; and

WHEREAS, City Council wishes to amend the Manual to limit the number of awards and presentations placed on a mini-meeting agenda by City Administration or staff, establish a deadline for placing items on a mini-meeting agenda and provide the Chair with discretion to reorder agenda items; and

WHEREAS, City Council also wishes to amend the Manual to clarify the Chair’s discretion in the event a quorum ceases to be present at a Committee of the Whole meeting.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City Council Policy and Procedures Manual is hereby amended to replace Chapter Two, Section I.B. of the Manual with the following:

B. A “mini-meeting” of the City Council shall be held on the second Thursday of the month beginning at 3:00 p.m. to conduct Awards and Presentations, Correspondence, and Legal/Closed Sessions. There is no Open Forum at this meeting. This meeting is not considered a “regular” meeting for procedural purposes (e.g., motion to reconsider), except that the allotted time periods for Council Members to speak shall be the same as “regular” meetings (see Sub. III below). Any business item needing to be added to the agenda must receive the Chair’s approval.

1. Awards and presentations (includes proclamations) are those ceremonial matters presented by the Mayor, City Council or any Council Member, or an award bestowed on the City or staff by an outside entity. Presentations shall not include presentations made by a person to promote a non-ceremonial occurrence; these matters would be a correspondence matter at a different meeting. Proclamations are more specifically addressed in Chapter 5 relating to Proclamations.

2. Not more than two awards/presentations may be placed on the agenda for each mini-meeting by each Council Member. Not more than four awards/presentations (not including St. Pete’s Promise
awards/presentations) may be placed on the agenda for each mini-meeting by City Administration or staff. The deadline for placing items on a mini-meeting agenda shall be close of business on the Thursday prior to the mini-meeting. The Chair shall have the discretion to waive the requirements set forth in this subparagraph if the Chair finds good cause for such waiver.

3. The Chair may reorder items on the mini-meeting agenda to accommodate the public or address other concerns without a vote of the City Council. City Council may override the announced agenda order by a motion. The motion must be seconded and a majority vote of the quorum present is required for passage.

4. The time period for granting an award or making a presentation shall not exceed eight to ten (8-10) minutes unless the Chair approves additional time. Council Members’ allotted time to speak shall commence after the award is granted or presentation is made.

5. The beginning of each mini-meeting shall be reserved for presentations of family oriented music by a local musician who must be recommended in writing by a Council Member or the Mayor. Musicians shall be limited to playing for five minutes and must meet the criteria and conditions set forth in the ‘Performer Questionnaire’ located in the Appendix. The Chair shall resolve any scheduling conflicts if more than one musician is recommended for a meeting.

BE IT FURTHER RESOLVED, that the City Council Policy and Procedures Manual is hereby amended to replace Chapter Six, Section IV. with the following:

IV. In the event a quorum ceases to be present during a COW meeting, the Chair may allow the meeting to continue (i.e., the Chair is not required to recess the meeting if a quorum ceases to be present) but shall not allow a vote or other action to be taken unless and until a quorum is present.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

_____________________________
City Attorney (Designee)
00295072
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 Number 13-07-MN/MMP to the Master Agreement between the City of St. Petersburg and Moffatt and Nichol, Inc., which was awarded by City Council on July 21, 2014, for engineering services related to Miscellaneous Professional Services to Municipal Marina and Port Projects. Amendment No. 1 seeks the lump sum amount of $44,450.00 for professional engineering services related to conducting structural and utility inspection and evaluation services of the Municipal Marina Central and South Basin Docks. (City Project Number 16111-119; Oracle Project Number 14680 & 15618).

EXPLANATION: On July 21, 2014, City Council approved a Master Agreement with the professional consulting engineering firm of Moffatt and Nichol, Inc. for engineering services related to Miscellaneous Professional Services to Municipal Marina and Port Projects. The purpose of the Structural Assessment was to ascertain remaining useful life of the structures to aid in development of a plan to re-build the Marina.

Under Task Order 13-02-MN/MMP, a “draft” Structural Assessment Report was issued in February 2015, which identified approximately 4% of dock structures for replacement. The specific structures identified for replacement included nineteen (19) finger piers and ten (10) main dock sections (a dock section is approx. twenty foot (20’) in length), due to their condition (per the report, one (1) dock section was in fair condition, one (1) dock section and eleven (11) finger piers were in poor condition, one (1) dock section and two (2) finger piers were in critical condition, and seven (7) dock sections and six (6) finger piers had no condition specified).

A final Structural Assessment Report was issued in November 2015, which contained Marina fuel dock quaywall inspection results, as well as the other structures previously identified. Task Order 13-02-MN/MMP was completed.

On August 12, 2016, a Marina finger pier that had been identified for replacement in the Structural Assessment Report collapsed. A follow-up inspection of the nineteen (19) finger piers and ten (10) main dock sections was immediately ordered.

On September 20, 2016, at the request of City Development Administration, Engineering & Capital Improvements administratively authorized Task Order 13-07-MN/MMP in the amount of $30,700.00 for professional engineering services for inspection of the eighteen (18) finger piers and ten (10) main dock sections and provide repair recommendations.

On October 4, 2016, Moffatt & Nichol provided a verbal and e-mail report of their follow-up inspection revealing that nineteen (19) finger piers and six (6) main dock sections experienced more accelerated deterioration than previously envisioned and recommended that these structures be taken out of service immediately. Affected vessels were re-assigned to new slips as soon as
possible and the affected nineteen (19) finger piers and six (6) main dock sections were cordoned off from use with one main dock section being bridged with a twenty foot (20’) gangway. Due to the age of the facility (53 years) and the accelerated deterioration of the identified finger piers and main dock sections now determined, Marina-wide annual inspections will be conducted and funded as a stand-alone project in Marina annual CIP Budgets going forward.

Amendment No. 1 provides funding in the amount of $44,450.00, to be used to complete the annual Marina-wide inspection for this year for the remaining 96% of docks not yet inspected. The marina condition and repair options will be summarized and prioritized per dock in a Marina Structural and Utility Inspection Report. The aggregate amount of this Task Order is $75,150.00

After completion of the Marina-wide inspection, an Amendment No.2 to this Task Order will be provided to City Council for approval of funding for developing plans and specifications of needed repairs which will be competitively bid through Engineering and Capital Improvements.

Funds for these repairs are available in the Marina FY17 CIP Budget. The Marina 5-year CIP Budget includes $2.5M in FY17 for Marina Master Plan implementation (re-build of the Marina), conceptually including any repairs that may be needed to ensure facilities are safe and functional until the re-build is complete.

Planning for the Marina re-build has been ongoing for a number of years and has been included in prior year approved CIP Budget documents (FY-15 and FY-16) and also via the following:

1. Draft Marina Master Plan 2011
2. Marina Structural Assessment 2015
3. Briefing at City Council 2016
4. Council Approval of Funding for Marina Master Plan Update 2016
   a. Part of Master Plan Update includes determining estimated cost of re-build
5. Approval of 5-year CIP:
   a. FY17 - $ 2.5M
   b. FY19 - $ 19M (mid-range estimate to be updated via Master Plan Update)

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order Number 13-07-MN/MMP with Moffatt and Nichol, Inc. in the lump sum amount of $44,450.00, bringing the lump sum total amount to $75,150.00.

COST/FUNDING/ASSESSMENT INFORMATION:

Funds have been previously appropriated in the Marina Capital Projects Fund (4043) Marina Facility Improvements FY15 Project (14680) and Marina Facility Improvements FY17 Project (15618) (Engineering Project 16111-119).

ATTACHMENTS: Resolution

APPROVALS: __________________________ ________________________
   Administrative          Budget
RESOLUTION NO. 2016-

AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 13-07-MN/MMP (“TASK ORDER”) TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND MOFFATT AND NICHOL, INC. (“A/E”) DATED JULY 21, 2014, FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO CONDUCTING STRUCTURAL AND UTILITY INSPECTION AND EVALUATION SERVICES OF THE MUNICIPAL MARINA CENTRAL AND SOUTH BASIN DOCKS IN AN AMOUNT NOT TO EXCEED $44,450 FOR THE TOTAL AMOUNT OF THE TASK ORDER, AS AMENDED NOT TO EXCEED $75,150; AND PROVIDING AN EFFECTIVE DATE (CITY PROJECT 16111-119; ORACLE PROJECT 14680 & 15618).

WHEREAS, on July 21, 2014, the City of St. Petersburg, Florida and Moffatt and Nichol, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide Miscellaneous Professional Services to Municipal Marina and Port Projects.

WHEREAS, on September 20, 2016, Administration issued Task Order No. 13-07-MN/MMP (“Task Order”) in the amount of $30,700 for A/E to inspect the eighteen (18) finger piers and ten (10) main dock sections at the City’s Municipal Marina Central and South Basin docks and provide repair recommendations; and

WHEREAS, on October 4, 2016, A/E provided a verbal and e-mail report of their follow-up inspection revealing that nineteen (19) finger piers and six (6) main dock sections experienced more accelerated deterioration than previously envisioned and recommended that these structures be taken out of service immediately.

WHEREAS, the City has relocated vessels to new slips until the necessary repairs can be made to such docks; and

WHEREAS, Administration now desires to issued Amendment No. 1 to the Task Order in an amount not to exceed $44,450 for A/E to inspect the remaining docks at the Municipal Marina and provide a Marina Structural and Utility Inspection Report; and

WHEREAS, Administration recommends approval of Amendment No. 1 to the Task Order for the services set forth above in an amount not exceed $44,450 for the total amount of the Task Order, as amended, not to exceed $75,150.

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. 13-07-MN/MMP ("Task Order") to the architect/engineering agreement between the City of St. Petersburg, Florida and Moffatt and Nichol, Inc. ("A/E") dated July 21, 2014, for A/E to provide professional engineering services related to conducting structural and utility inspection and evaluation services of the Municipal Marina Central and South Basin docks in an amount not to exceed $44,450 for the total amount of the task order, as amended, not to exceed $75,150.

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