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

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

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

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

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

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

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

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

**GENERAL AGENDA INFORMATION**

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

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

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

A moment of silence will be observed to remember fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month:

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. Election of Chair and Vice-Chair

E. Awards and Presentations

1. Florida Orchestra Update

2. Happy Workers Learning Center Update

F. Public Hearings and Quasi-Judicial Proceedings - 9:00 A.M.

Public Hearings

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

1. Ordinance 1088-V approving a vacation of a 16-foot wide L shaped alley located at the southeast corner of 4th Street North and 41st Avenue North. (City File 15-33000015)

2. 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.

3. 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. [DELETED]

4. Ordinance 253-H of the City of St. Petersburg, Florida amending Chapter 17, Article IV of the City Code relating to local business taxes; creating a definition of employee; reorganizing sections to clarify intent; reorganizing the tax schedule to enhance readability and more closely align with categories and classifications of the equity study; correcting scriveners errors.

G. Reports

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

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

3. Sewer Report
   (a) An Ordinance approving a substantial change of use of park property within the 31st Street Sports Complex; allowing the construction of two deep injection wells and associated site improvements.


5. An Ordinance approving a substantial change of use of park property within the 31st Street Sports Complex; allowing the construction of two deep injection wells and associated site improvements. [MOVED TO SEWER REPORT AS G-3(a)]

6. Committee to Advocate for Persons with Impairments (CAPI) 2014/2015 Bi-Annual Report

7. ADA Transition Plan

H. New Ordinances - (First Reading of Title and Setting of Public Hearing)
Setting January 19, 2017 as the public hearing date for the following proposed Ordinance(s):

1. An Ordinance approving a vacation of a 20-foot east/west alley and three (3) 10-foot north/south alleys in the block between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South. (City File 16-33000014)

2. An Ordinance approving a vacation of street and alley rights-of-way generally located between Fairfield Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 24th Street South, a portion of 7th Avenue South between 22nd Street South and 23rd Street South, a portion of 23rd Street South between 7th Avenue South and 8th Avenue South and by Interstate 275, and a portion of 8th Avenue South located between 23rd Street South and by Interstate 275 and 24th Street South. (City File 16-33000015)

3. An Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg.

4. An Ordinance approving the designation of the John Gassman House, located at 630 14th Avenue South, as a local historic landmark. (City File HPC 16-90300007)

5. City-initiated application amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) to reclassify self-storage facilities from a permitted, principle use to an accessory use when located within the RC-1, RC-2, RC-3 (Retail Center) and CCS-2 (Corridor Commercial Suburban) zoning classifications. Further, this amendment includes additional use restrictions and use-specific development standards when located within a designated activity center. (City File LDR-2016-02)

I. New Business

1. Referring to the Budget, Finance & Taxation Committee for additional funding for the St. Petersburg Police Departments Homicide Division. (Councilmember Wheeler-Bowman)

2. Requesting an ordinance from staff co-naming 1st Street North as Florida Orchestra Way from 5th Avenue North to 5th Avenue South. (Councilmember Nurse)

3. Requesting that the St. Petersburg City Council approve a resolution encouraging our state legislators not to punish children whose parents brought them without documentation of US citizenship by denying them in state tuition, even though they would otherwise qualify as residents of Florida. (Councilmember Kornell)

4. Referring to the Budget, Finance and Taxation committee for consideration of a requirement for a city contractors securing future contracts of at least $2,000,000 to provide a minimum wage of at least $10.00 per hour with a schedule to raise this over time. (Councilmember Nurse)

5. Requesting an amendment to City Council Procedures Manual - Chapter 7 to provide consistency in the number of members on City Council Committees. (Vice-Chair Rice)
6. **Requesting a discussion and immediate action on the proposed amendment to the City Council Procedures Manual regarding backup requirements. (Vice-Chair Rice)**

7. **Requesting City Council, by resolution, ask the City Attorney to reach out to the Miami Beach Legal Department to offer our assistance in fighting the attempt to kill Miami Beach's minimum wage. (Councilmember Nurse)**

**J. Council Committee Reports**

1. **Housing Services Committee (12/15/2016)**

2. **Energy, Natural Resources & Sustainability Committee (12/15/2016)**

3. **Committee of the Whole: 2017 Calendar / Election of Chair and Vice-Chair**

   (a) Resolution approving the City of St. Petersburg February 2017 through January 2018 City Council Meeting Schedule.

**K. Legal**

1. An Attorney-Client Session, to be heard at 10:00 a.m. or as soon thereafter as the same may be heard, pursuant to Florida Statute 286.011(8), will be held in conjunction with the lawsuit styled Suncoast Waterkeeper, Our Childrens Earth Foundation, and Ecological Rights Foundation, Case No 816-cv-3319-JDW-AEP.

**L. Open Forum**

**M. Adjournment**

1. On Thursday, January 5, 2017 in City Council Chambers, at 10:00 a.m. or as soon thereafter as the same may be heard, an attorney-client session, pursuant to Florida Statute 286.011(8), will be held in conjunction with the lawsuit styled Suncoast Waterkeeper, Our Childrens Earth Foundation, and Ecological Rights Foundation, Case No 816-cv-3319-JDW-AEP. Any or all of the following persons will be attending Amy Foster, Chair; Darden Rice, Vice Chair; Charles Gerdes; Jim Kennedy; Ed Montanari; Steve Kornell; Karl Nurse; Lisa Wheeler-Bowman; Mayor Rick Kriseman; Jacqueline M. Kovilaritch, City Attorney; Jeannine Williams, Chief Assistant City Attorney, Joseph Patner, Assistant City Attorney, Kim Streeter, Assistant City Attorney, Michael Dema, Assistant City Attorney, Doug Manson, Esquire and Brian Bolves, Esquire. The open City Council meeting will begin at 8:30 a.m. in City Council Chambers, 175 Fifth Street North, St. Petersburg, Florida. During the public meeting, the session will be closed at 1000 a.m. or as soon thereafter as the closed session may be heard, and only those persons described above together with a certified court reporter will be allowed to be present. The subject matter of the meeting shall be confined to settlement negotiations and/or strategy related to litigation expenditures. At the conclusion of the closed session the meeting will be reopened to the public and the closed session will be terminated.
NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.

(Procurement)

1. Renewing an agreement with UnitedHealthcare Insurance Company for group health program administrative services at an estimated annual cost of $1,319,017; authorizing the Mayor or his designee to pay claims and fund health reimbursement accounts associated with the self-funded program, estimated at $46,418,716; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

2. Accepting a proposal from Humana Insurance Company for voluntary dental DHMO and PPO insurance at an estimated annual premium of $1,190,452; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

3. Approving the purchase from Pierce Manufacturing two replacement fire apparatus for the Fire Rescue Department, Inc. at a total cost of $1,113,788.

4. Renewing blanket purchase agreements with Ring Power Corporation, Tampa Crane & Body, Inc., Bay Area Truck Sales, Inc., dba Kenworth of Central Florida, Inc., and 10 other companies for automotive, repair and maintenance services in an amount not to exceed $600,000.

5. Approving an increase to the allocation for industrial maintenance and repair service agreements to Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc., in the amount of $200,000, for a total contract amount of $500,000.

(Public Works)

6. A resolution approving an Architect/Engineering (“A/E”) Agreement between the City of St. Petersburg and ASRus, LLC to provide professional engineering services for the NWWRF Reclaimed Water and Injection Wells Improvements Project for an amount not to exceed $1,173,000; authorizing the Mayor or his designee to execute the A/E Agreement; providing an effective date. (Engineering Project No. 17053-111; Oracle No. 15927)

(Miscellaneous)

7. Amending City Council Resolution No. 2016-264 to increase the amount of the 0% interest forgiven loan authorized therein to Pinellas Affordable Living, Inc., for development and construction of Phase 1 of the Preserves at Clam Bayou Apartments to be located at 4110 34th Avenue South to $965,790; providing that all other provisions of Resolution No. 2016-264 not amended herein shall remain in full force and effect;
authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.
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. Approving a blanket purchase agreement with BLD Services, LLC, for Sanitary (SAN) Sewer Lateral Lining FY 2017 for the Water Resources Department, at an estimated annual cost of $450,000.

2. Approving the purchase from Hall-Mark RTC for two replacement ambulances for the Fire Rescue Department at a total cost of $375,140.

3. Approving a five-year blanket purchase agreement with Ricoh USA Inc. for the lease and maintenance of printers for the Department of Technology Services, at an amount not to exceed $355,000.

4. Accepting a bid from Westscapes, LLC for Mangrove Bay Golf Course greens renovations for the Golf Courses at a total cost of $319,949.50.

5. Approving a contract amendment to Creative Mailbox Designs, LLC., dba Creative Sign Designs in an amount not to exceed $112,128, for the Mahaffey Theater Entryway Marquee for a total contract amount of $312,128.00 (Engineering Project No. 15216-119; Oracle Project No. 14659 and 15112); and providing an effective date.

6. Accepting a proposal from Humana Insurance Company for vision insurance at an estimated annual premium of $188,508; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

7. Approving the purchase of ballistic hard plate armor carriers from Galls LLC, a sole source supplier, for the Police Department at a total cost of $142,000.

8. Accepting a proposal for maintenance and support of a Geographic Information System from Environmental Systems Research Institute Incorporated, (ESRI) a sole source supplier, for the Department of Technology Services, at a total cost of $71,500.19.

9. Accepting a proposal from ForeverLawn of Florida, Inc., a sole source supplier, for synthetic turf for the Parks and Recreation Department, at a total cost of $57,609.

(City Development)

10. A resolution authorizing the Mayor, or his Designee, to execute a Restrictive Covenant with the Florida Department of Environmental Protection for the City-owned property
known as the former Atherton Oil Site located at approximately 638 - 26th Street South, St. Petersburg.

(Public Works)

11. **Authorizing the Mayor or his designee to execute Task Order No. 16-01-GFY/W to the Architect/Engineering Agreement (A/E) between the City of St. Petersburg (City) and George F. Young, Inc. (GFY) in an amount not to exceed $181,810 for Downtown Water Main Replacement Project (Engineering Project No. 17054-111; Oracle No. 15939); approving a supplemental appropriation in the amount of $222,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the DIS Downtown Main Replace FY17 Project (15939) to provide the necessary funding for Task Order No. 16-01-GFY/W and other project related costs such as engineering services, contingency and other soft costs.**

12. **Approving an Architect / Engineering Agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (A/E) for the A/E to provide engineering services for the NWWRF Effluent Filters Improvements Project (A/E Agreement) in an amount not to exceed $_____________ and authorizing the Mayor or his designee to execute the Agreement. (Engineering Project No. 17052-111; Oracle No. 15926)**

13. **Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-06-AID/AWA to the agreement between the City of St. Petersburg (City) and American Infrastructure Development, Inc. (AID), in an amount not to exceed $82,906.00 for design phase services related to hangar redevelopment at Albert Whitted Airport (SPG). (Engineering Project 15052-113; Oracle No. 14168)**

14. **Approving the selection of HDR, Inc. to provide professional engineering services for the AWWRF Capacity Analysis Report Project in an amount not to exceed $158,006.00; authorizing the Mayor or his designee to execute an Architect/Engineering Agreement and all other documents necessary to effectuate this transaction. (Engineering Project No. XXXXX-XXX, Oracle Project No. ____)**

15. **Authorizing the Mayor or his Designee to execute Amendment 1 to the Citys State Revolving Fund Loan Agreement executed February 3, 2016 (WW520630), increasing the loan amount by $9,884,249 plus capitalized interest in the amount of $306,200 for a total loan amount of $50,190,449, plus the loan service fee of 2%.

(Appointments)

16. **Confirmation of Appointment and Re-Appointments to the Community Planning & Preservation Commission: Will Michaels (Regular Member), Gwen Reese (Regular Member), Lisa Wannemacher (Alternate Member), Tom Whiteman (Alternate Member) and Sharon Winters (Alternate Member).**

(Miscellaneous)

17. **Authorizing the Mayor to execute the Hurricane Hermine Disaster Declaration (fema-4280-dr-fl) Federally Funded Public Assistance State Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding for federal and state assistance for Hurricane Hermine (Hermine Documents); authorizing the Mayor to delegate signature authority to the City Administrator for the purpose of executing the Hermine documents; and providing an effective date.**
18. **Approval of a one-year agreement between the City of St. Petersburg, Florida ("City") and the St. Petersburg Arts Alliance, Inc. ("Arts Alliance") for the Arts Alliance to provide artistic consulting services to the City in an amount not to exceed $115,000.**

19. **Accepting a grant from the Foundation for a Healthy St. Petersburg (FHSP) in the amount of $10,000 to pay the participation fee for the International Well Building Institute (IWBI) Vanguard Program; authorizing the Mayor or his designee to execute a grant agreement and all other documents necessary to effectuate this transaction with FHSP; approving an appropriation in the amount of $10,000 to the General Fund (0001) Mayors Office (020-1005), to participate in the development of a well community standard.**

20. **Authorizing the Mayor or his designee to accept a grant from Walmart Stores, Inc., in the amount of $1,500 for purchase of age appropriate items to distribute to children/teens to foster a positive image of law enforcement, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $1,500.00 from the increase in the unappropriated balance of the Police Grant Trust Funds (1702), resulting from these additional revenues, to the Police Department, Community Awareness Division (140-1381), Walmart Community Grant Project (TBD)**
Note: An abbreviated listing of upcoming City Council meetings.

Committee of the Whole: Referendum Regarding 20-Year Lease for Al Lang Stadium
Thursday, January 5, 2017, 3:00 p.m. or immediately following City Council, Room 100

Budget, Finance & Taxation Committee
Thursday, January 12, 2017, 8:00 a.m., Room 100

Public Services & Infrastructure Committee
Thursday, January 12, 2017, 9:15 a.m., Room 100

Youth Services Committee
Thursday, January 12, 2017 10:30 a.m., Room 100

CRA / Agenda Review
Thursday, January 12, 2017 1:30 p.m., Room 100

City Council Meeting
Thursday, January 12, 2017 3:00 p.m., Council Chamber

Committee of the Whole - Residential LDR Update
Thursday, January 19, 2017, 8:30 a.m., Room 100

Legislative Affairs & Intergovernmental Relations Committee
Thursday, January 19, 2017, 10:30 a.m., Room 100

Energy, Natural Resources & Sustainability Committee
Thursday, January 19, 2017, 1:00 p.m., Room 100.
Civil Service Board
1 Alternate Member
(Term expires 6/30/17)

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

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

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

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

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

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

6. **Rebuttal/Closing.** Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
December 22, 2016

TO: The Honorable Members of City Council

SUBJECT: Florida Orchestra Update

PRESENTER: Michael Pastreich, President & CEO, Florida Orchestra

SCHEDULE FOR COUNCIL ON:

    Agenda of January 5, 2017

Karl Nurse
City Council Member
December 29, 2016

TO: The Honorable Members of City Council

SUBJECT: Happy Workers Learning Center Update

PRESENTER: Maria Scruggs-Weston

SCHEDULE FOR COUNCIL ON:
   Agenda of January 5, 2017

Lisa Wheeler-Brown
Council Vice Chair
TO: The Honorable Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a 16-foot wide “L” shaped alley located at the southeast corner of 4th Street North and 41st Avenue North (City File No.: 15-33000015).

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

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the second reading and public hearing; and
2) Approve the proposed ordinance.

The Request: The request is to vacate the western 227 feet of a 16 foot wide “L” shaped alley which runs through the block at the southwest corner of 4th Street North and 41st Avenue North. The applicant proposes to dedicate a new 20 foot wide north-south alley connection out to 41st Avenue North. The purpose of the vacation is to assemble the western portion of the block for redevelopment.

Discussion:
As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-ways would be consistent with the criteria in the City Code and the Comprehensive Plan. Staff is recommending approval of the vacation to City Council, subject to the suggested special conditions in the proposed ordinance.

Agency Review:
Comments from other City departments and outside utility providers have been addressed in the list of suggested special conditions of approval contained within this report.

DRC Action/Public Comments:
On September 2, 2015, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation.

RECOMMENDATION:
The Administration recommends APPROVAL of the alley vacation, subject to the following conditions:
1. Prior to recording the vacation ordinance, the vacated alley and the abutting private property proposed for redevelopment shall be replatted.

2. The replat shall dedicate a replacement public alley connection between the western end of the remaining alley and 41st Avenue North. The replacement alley shall be 20 feet in width and shall be paved to City standards.

3. The replat shall provide all utility easements determined to be necessary by the City to cover existing utilities.

4. The applicant shall be responsible for any modification of existing utilities determined to be necessary by the City.

5. The applicant shall comply with the conditions of approval in the memorandum provided by the City's Engineering Department that is dated August 5, 2015, and is attached to this report.
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A 16-FOOT WIDE "L" SHAPED ALLEY LOCATED AT THE SOUTHEAST CORNER OF 4TH STREET NORTH AND 41ST STREET NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission:

THAT PORTION OF LOT 16 AND THE ALLEY RIGHT OF WAY LYING IN BLOCK C, BLACKWOOD'S SUBDIVISION SECTION 2, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 6, PAGE 5, IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ABUTTING LOTS 3 THROUGH 9 AND LOTS 16 THROUGH 18, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 6, BLOCK C, OF SAID BLACKWOOD'S SUBDIVISION SECTION 2; THENCE NORTH 89°41'01" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF 41ST AVENUE NORTH, A DISTANCE OF 17.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, OF SAID BLOCK C; THENCE SOUTH 00°06'11" EAST ALONG THE WEST BOUNDARY LINE OF SAID LOT 7, A DISTANCE OF 127.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 89°41'01" EAST ALONG THE SOUTH BOUNDARY LINE OF LOTS 7, 8 AND 9 OF SAID BLOCK C, A DISTANCE OF 120.00 FEET TO A POINT 30.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 00°18'59" EAST, A DISTANCE OF 16.00 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF LOT 18 OF SAID BLOCK C; THENCE SOUTH 89°41'01" WEST ALONG THE NORTH BOUNDARY LINE OF LOTS 17 AND 18, A DISTANCE OF 70.89 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE 23.88 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 54°43'21", AND A CHORD OF 22.98 FEET WHICH BEARS SOUTH 56°53'32" WEST; TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE 65.50 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 150°07'18", AND A CHORD OF 48.31 FEET WHICH BEARS NORTH 75°23'15" WEST TO A POINT ON THE EAST BOUNDARY LINE OF LOT 3 OF SAID BLOCK C; THENCE NORTH 00°12'26" WEST ALONG THE EAST BOUNDARY LINE OF LOTS 3, 4, 5 AND 6, OF SAID BLOCK C, A DISTANCE OF 143.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,377 SQUARE FEET OR 0.1234 ACRES, MORE OR LESS.

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

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

1. Prior to recording the vacation ordinance, the vacated alley and the abutting private property proposed for redevelopment shall be replatted.
2. The replat shall dedicate a replacement public alley connection between the western end of the remaining alley and 41st Avenue North. The replacement alley shall be 20 feet in width and shall be paved to City standards.

3. The replat shall provide all utility easements determined to be necessary by the City to cover existing utilities.

4. The applicant shall be responsible for any modification of existing utilities determined to be necessary by the City.

5. The applicant shall comply with the conditions of approval in the memorandum provided by the City’s Engineering Department that is dated August 5, 2015, and is attached to this report.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL: [Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT: [Signature]
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

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

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

CASE NO.: 15-33000015  PLAT SHEET: E-22
REQUEST: Approval of a vacation of a 16-foot wide “L” shaped alley located at southeast corner of 4th Street North and 41st Avenue North.

OWNER: Belleair Development, LLC
6654 78th Avenue
Pinellas Park, Florida 33781-2053

OWNER: B D G 4001 LLC
6654 78th Avenue
Pinellas Park, Florida 33781-2053

OWNER: Pink Princess Properties, LLC
PO Box 636
Saint Petersburg, Florida 33731-0636

OWNER: 4001 4th Street North
4025 4th Street North
4047 4th Street North
366 41st Avenue North
356 41st Avenue North
NONE
348 41st Avenue North

PARCEL ID NOs.: 06-31-17-09180-003-0010
06-31-17-09180-003-0040
06-31-17-09180-003-0060
06-31-17-09180-003-0070
LEGAL DESCRIPTION: On File
ZONING: Corridor Commercial Suburban-1 (CCS-1) and Neighborhood Traditional-1 (NT-1)

DISCUSSION AND RECOMMENDATION:

Request
The request is to vacate the western 227 feet of a 16 foot wide “L” shaped alley which runs through the block at the southwest corner of 4th Street North and 41st Avenue North. The applicant proposes to dedicate a new 20 foot wide north-south alley connection out to 41st Avenue North. The purpose of the vacation is to assemble the western portion of the block for redevelopment. The applicant has submitted a separate application to redevelop the subject property.

Analysis
Staff’s review of a vacation application is guided by:
A. The City’s Land Development Regulations (LDR’s);
B. The City’s Comprehensive Plan; and
C. Any adopted neighborhood or special area plans.

In this case, Staff has determined that the request is consistent with the applicable City policies and regulations and is appropriate for approval.

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

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

There are existing utilities in the alley which will require relocation or abandonment at the applicant’s expense or an easement dedicated to protect the existing utilities. These issues have been addressed in the list of special conditions of approval at the end of this report.

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

The only properties immediately affected by the proposed vacation are the lots owned by the applicant. The vacation will not deny access to the rear of any other lot in the block.

3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.
The proposed vacation will not adversely impact the existing roadway network or result in a dead-end. A new alley connection will be dedicated out to 41st Avenue North.

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

The original east-west alley was dedicated by the plat and was intended to provide secondary access to the rear yards of the individual lots within the block. Now that the western side of the block will be assembled for redevelopment as a consolidated site, the originally dedicated access through that area is no longer necessary. The replacement alley proposed by the applicant will preserve access to the rear yards of the remaining lots within the eastern portion of the block which are not part of the proposed project.

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

No other factors have been raised for consideration.

B. Comprehensive Plan
There are no policies in the City's Comprehensive Plan which apply to this request.

C. Adopted Neighborhood or Special Area Plans
There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.

Comments from Agencies and the Public
Comments from other City departments and outside utility providers have been addressed in the list of suggested special conditions of approval contained within this report. As of the date of this report, no questions or comments from the public have been received.

RECOMMENDATION:

Staff recommends APPROVAL of the proposed partial alley vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the vacated alley and the abutting private property proposed for redevelopment shall be replatted.

2. The replat shall dedicate a replacement public alley connection between the western end of the remaining alley and 41st Avenue North. The replacement alley shall be 20 feet in width and shall be paved to City standards.

3. The replat shall provide all utility easements determined to be necessary by the City to cover existing utilities.

4. The applicant shall be responsible for any modification of existing utilities determined to be necessary by the City.
5. The applicant shall comply with the conditions of approval in the memorandum provided by the City’s Engineering Department that is dated August 5, 2015, and is attached to this report.

REPORT PREPARED BY:

COREY D. MALYSZKA, Urban Design & Development Coordinator
Development Review Services Division
Planning & Economic Development Department

REPORT APPROVED BY:

ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning and Economic Development
Development Review Services Division
City of St. Petersburg, Florida
Planning & Economic Development
Department
Case No.: 15-33000015
Address: Alley located SE of intersection of 4th Street North and 41st Avenue North
TO: Pamela Crook, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE August 5, 2015
SUBJECT: Alley vacation
FILE: 15-33000015

LOCATION: Southeast corner of 4th Street North and 41st Avenue North
PIN: 06/31/17/09180/003/0010; 06/31/17/09180/003/0040;
06/31/17/09180/003/0060; 06/31/17/09180/003/0070;
06/31/17/09180/003/0080; 06/31/17/09180/003/0080;
06/31/17/09180/003/0160; 06/31/17/09180/003/0090
ATLAS: J-1
PROJECT: Alley Vacation

REQUEST: Approval of the vacation of a portion of an alley.

COMMENTS: The Engineering Department has no objection to the vacation request provided the following are added as conditions of approval:

1. As a condition of the north/south alley vacation, dedication of an alley right of way connecting the remaining east/west alley to 41st Avenue North is required so as not to create a dead end alley. This application proposes the dedication of a new 30-foot wide north/south alley right of way while associated Special Exception Application #15-32000007 shows dedication of a 20-foot alley right of way. The applicant must provide a plan, drawn to scale, which overlays the turning movements for the typical sanitation vehicle used in the alley to allow us to evaluate the width of alley right of way required for dedication. Typically the City Code would require dedication of a 20-foot alley right of way in residential areas or a 24-foot wide alley right of way in commercial areas. The preference is to limit the right of way width to no more than 24-feet then dedicate an additional corner cut to accommodate the turning radius necessary for the sanitation truck.

2. The new north-south alley shall be paved per current City Engineering Standards and Specifications by and at the sole expense of the applicant. Pavement layout shall facilitate the turning movement for a typical sanitation truck used within the alley. Contact Ben Shirley of the City’s Sanitation Department for truck information (phone 727-893-7960).

3. 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.
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 governmentally 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.
(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 pedall 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 no 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 taxicab stand means a fixed area in the roadway parallel and adjacent to the curb set aside for taxicabs 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 taxicabs; use of bus stops and taxicab Certified public vehicle stands.

(a) The operator of a taxicab shall not stop, stand or park upon any street in any business district at any place or at any time other than at a taxicab 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 taxicab in a taxicab Certified public vehicle stand when the bus stop or taxicab 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 taxicab 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
Sec. 17-123. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings assigned to them in this section, except where the context clearly indicates a different meaning:

Business means one or more persons who are self-employed or who hold themselves out to the public by means of advertisement or commercial listing in a publication, or in a telephone, building, City or other directory, or in any electronic medium, by sign, printed matter, word of mouth, or otherwise as being in business or as offering for sale services, personal property, or the property of others, regardless of whether any transactions or services actually take place; or does one or more of the following acts for others for compensation: buying, selling, trading, providing a service, or engaging in an occupation or hobby.

(1) Casual sales of tangible personal property that were acquired by the individual or the individual’s family and were actually used as part of the household are exempt from this definition. The term "casual sales" includes, but is not limited to, yard sales, garage sales and similar activities.

(2) Each for-profit corporation registered with the State and each partnership organized under State law is considered a separate business and is subject to the provisions of this article. However, the use of a fictitious name by a corporation or a partnership does not require additional taxation under the corporation or partnership name when they are the same entity unless an additional tax is otherwise required by this article.

(3) The terms "business," "profession," and "occupation" do not include the customary religious, charitable or educational activities of nonprofit religious, nonprofit charitable and nonprofit educational institutions in this State, as those terms are more particularly defined and limited by F.S. § 205.022.

Business tax means the fee charged and the method by which the City grants the privilege to conduct a business, profession or occupation within the jurisdiction of the City. As used in this article, and elsewhere in the Code, the following terms may sometimes be used as synonyms for the business tax required by this article or for the receipt issued by the City to demonstrate payment: license, city license, occupational license, occupational tax, occupational tax license, business license or occupational license tax. However, the term "business tax" or its synonyms do not include any fee paid to any officer or employee of the City for any permit, application, registration, examination or inspection, nor does the...
term mean any fee or charge for any service or any ad valorem tax or other tax, fee or charge authorized to be paid by State law. Such fees are regulatory and in addition to, but not in lieu of, the business tax imposed by this chapter. Payment of the business tax is not evidence of compliance with any regulatory provisions of the Code.

*Employee* means any of the following:

1. Each person who works for a business, occupation, or profession in some capacity for the benefit of the business. This includes officers, owners, principals, and partners as well as full time employees.
2. Any combination of part-time or "as needed" employees whose total weekly number of hours worked equals 40. Each 40-hour increment is equal to one "employee."
3. Contract employees, leased employees, and any other persons whose compensation for services is paid to a third party.

*Location* means any separate lot, plot or parcel of ground on which the business or any portion of the business, profession or occupation is conducted. The term includes each storefront and pushcart. It does not include additional space, areas or suites in the same building used solely for support of a business otherwise taxed under this article.

*Receipt* means a document issued by the City which bears the words, "business tax receipt" or words of similar significance, and which is evidence of payment of a business tax by the person or entity in whose name the document is issued on the date stated upon the face of the document.

Section 2. Section 17-124(d) of the St. Petersburg City Code, is hereby amended to read as follows:

(d) *Categories.* A business engaging in one or more categories at the same location shall pay a separate business tax for each of the categories which applies to its activities as if each were a separate business. Additional classifications which are in connection with and incidental to another classification may be combined as a single tax within the same category as where the fee is based on the number of employees shall be taxed at the fee stated in the tax schedule, set forth herein.

Section 3. Section 17-126 of the St. Petersburg City Code, is hereby amended to read as follows:

Sec. 17-126. - Insurance agents not to act for untaxed companies.

It is unlawful for any person to write, solicit or sell any insurance in the City for any insurance company not having a city business tax receipt required by Category I and/or III of the Tax Schedule.

Section 4. Section 17-131 of the St. Petersburg City Code, is hereby amended to read as follows:

Sec. 17-131. - Transfer of business tax receipt.

(a) *Generally.* Unless otherwise prohibited by this article, a business tax receipt is transferable from one person to another and from one location to another.
(b) **Proof required.**

(1) To transfer a business tax receipt from one person to another, the purchaser must provide proof of the transfer of the business. Such proof shall be **either** include a properly executed bill of sale **or** and the original, current, and valid business tax receipt with an endorsement **signed by the seller**, assigning the business tax receipt to the purchaser, **and signed by the seller**. If such original business tax receipt has been rendered permanently unavailable, a **notarized** written statement to that effect from the **seller** will suffice.

(2) A business tax receipt may be transferred from one location to another by the original applicant upon presentation of the original, current, and valid business tax receipt. If such original business tax receipt has been rendered permanently unavailable, a **notarized** written statement to that effect from the business will suffice. Changes in location are subject to approval by all appropriate city departments.

(c) **Fee.** There is a $3.00 fee for such transfers.

Section 5. Section 17-133 of the St. Petersburg City Code, is hereby amended to read as follows:

Sec. 17-133. - **Coin-operated or vending** machines.

(a) **Business tax required.** Payment of a business tax is required to operate or allow to be operated any **coin**- or **token**-money, **coin**, **token**, **card**, or other **object** operated game, child ride, music, or vending machine. It is the responsibility of the business where the machine is located to pay the business tax. The business tax is based on the highest number of machines located on the premises on any single day during the previous licensing year or, in the case of new businesses, on an estimate of the highest number for the current year. Replacement of one vending machine with another machine during a tax year does not require the payment of an additional business tax.

(b) **Enforcement.** A machine in violation of this section may be tagged or sealed with a violation notice. Upon the service of such notice, it shall be unlawful for any person to operate, move, or disturb, or for any owner, operator or employee of the business where the machine is located to allow or permit the operation, moving or disturbing of any **coin**- or **token**-money, **coin**, **token**, **card**, or other **object** operated game, child ride, music, or vending machine until the required business tax is paid and the identification device and has been attached.

(c) **Machine identification device.** Upon the issuance of the business tax for a **coin**- or **token**-money, **coin**, **token**, **card** or other **object** operated game, child ride, music, and vending machine the POD will issue a plate, decal or other identification device. Such device must at all times be firmly attached to the machine and prominently displayed thereon in a conspicuous place, or readily available for inspection where the machine is located.

Section 6. Section 17-134 of the St. Petersburg City Code is hereby deleted in its entirety.

Section 7. Section 17-135 of the St. Petersburg City Code, is hereby renumbered to 17-134 and amended to read as follows:

Sec. 17-134. - **Enforcement.**

(a) **Persons authorized.** The POD may:
(1) Enter, with or without a search warrant, at all reasonable times, the following premises:
   a. Those for which a business tax is required or is presumed to be required pursuant to this article.
   b. Those for which a business tax was issued and which, at the time of inspection, are operating under such business tax.

(2) Make all investigations and inspections reasonably necessary to the enforcement of this article.

(3) Inspect the records of any business in the City. Information obtained from such inspections and investigations is to be used as an aid in determining the proper categories and business tax for said business and related business activities. Such records include, but are not limited to, inventory, employment records, and financial records.

(b) **Hindering enforcement.** It is unlawful for any person to hinder, impede or obstruct the POD in the performance of a duty pursuant to this article.

(c) **Providing false information.** It is unlawful to provide false information when making an application for, renewing, or paying the business tax.

(d) **Compliance.** Compliance with this article does not change the responsibility or obligation of any person to comply with any and all applicable local, State, and federal laws.

Section 8. Section 17-136 of the St. Petersburg City Code, is hereby deleted in its entirety.

Section 9. Section 17-137 of the St. Petersburg City Code, is hereby repealed in its entirety and replaced with a new Section 17-135 to read as follows:

Sec. 17-135. - Tax schedule.

Categories of businesses subject to the business tax, and the business tax rate applicable to each category, are as follows:

**BUSINESS TAX SCHEDULE**

**CATEGORY I – TAXED BY EMPLOYEES**

Up to 30 employees .......................................................... Base fee $65.00

Over 30 employees ...............................................Base fee $65.00 plus $12.00 per employee

Every person doing business in the City where the amount of the business tax to be paid is dependent upon the number of employees will state, at the time payment is made, the daily average number of employees during the last 12 months. If not in business for 12 months, the applicant will state the daily average number of employees during the longest period of time the business was conducted. In the case of a new business, the applicant may state either the anticipated number of employees or the actual number of employees.

The following classifications are included in this category:

A

(1) Abstracts of title.

(2) Acupuncture.
(3) Administrative/sales office.
(4) Advertising, marketing, or trade inducement.
(5) Alarm systems. Includes: consulting, monitoring, repair, and service. Tax unless taxed as an alarm system contractor; see contractors for installation.
(6) Ambulance services.
(7) Amusement parks.
(8) Amusement parlors. Includes: where ten or more amusement devices are located, and game rooms where one to nine amusement devices are located. May also be subject to tax per machine.
(9) Animal grooming. Tax unless taxed as a kennel.
(10) Antiques, dealers. Tax unless taxed as secondhand sales, pawnbroker, jewelers, junk dealer, merchant, or auction shop. Antique mall vendors are exempt.
(11) Appraisers, or appraiser's offices.
(12) Architects, or architect's offices.
(13) Armored car services.
(14) Artists. Includes: commercial or gallery space, fine, and graphic art.
(15) Assisted living facilities, transitional living facilities, adult family-care homes, community residential homes, and similar living facilities.
(16) Attorneys, or attorney's offices.
(17) Auctioning. Includes: auction shops or stores and auctioneers.
(18) Audio/visual. Includes: consulting, design, production, or related services.
(19) Audiology.
(20) Aviation. Includes: aircraft sales, charter services, fixed base operators, flight schools, intrastate aircraft transportation, repair or service, radio sales and services, and other aircraft services.

B

(21) Bands/orchestras.
(22) Barbers, or barbershops. Barbers.
(23) Bars. Includes: cabarets, lounges, nightclubs, and similar establishments. Tax unless taxed as a restaurant and bar area has no separate entrance.
(24) Birds, dealers in.
(25) Bonds, stocks and other investments.
(26) Bondsmen.
(27) Bookkeeping, accounting, tax services. Employee count not including independent certified public accountants.
(28) Bottled gas, dealers in. See also, public service tax.
(29) Bowling.
(30) Brokers.

C

(31) Carpet, rug and upholstery cleaning. Includes: establishments, and on location only. Tax unless in connection with and incidental to another category.

(32) Cemeteries.

(33) Chemists.

(34) Chiropractic physicians, or chiropractic offices.

(35) Claim, collection, or billing services.

(36) Cold storage.

(37) Concessionaires.

(38) Contractors.

General Contractors
Class A - General
Class B - Building
Class C - Residential Building

Other Contractors
Air conditioning, Class A
Air conditioning, Class B
Air conditioning, Class C

Alarm systems, consulting, installing, monitoring, repair, and/or service

Aluminum

Asbestos abatement

Asphalt sealing, coating, maintenance; list unless licensed as a paving contractor

Carpentry

Communication systems

Demolition specialty

Drainage and sanitary sewer; list unless licensed as a plumbing contractor

Dredging

Driveway sealing, cool decking, patio coatings

Drywall
Electrical
Elevator
Excavating and land clearing
Fence erecting
Fire protection equipment
Floor and floor sanding
Gas fitter
Glass and glazing
House moving
Installation
Insulation
Lathing, list unless licensed for plastering
Lawn irrigation equipment
Low voltage
Marine specialty
Masonry, flatwork
Masonry, prestressed precast concrete specialty
Masonry, structural
Mechanical
Mobile home setup specialty
Sign construction or installation
Sign painting
Painting and paper hanging
Paving and road grading
Private driveway paving list unless licensed as commercial paving
Commercial paving; list unless licensed for private driveway paving
Pile driving specialty
Plaster and stucco specialty - list unless licensed for lathing
Plumbing
Pollutant storage
Pressure cleaning; list unless licensed for painting
Refrigeration
Roofing and shingle siding
Sheet metal, installation only
Shutter/opening protectives specialty
Solar water heaters, residential
Steel specialty, reinforcing
Steel specialty, structural
Swimming pool
Swimming pool maintenance
Tile, marble and terrazzo
Underground utility
Veneer specialty; includes: aluminum and vinyl siding, gutters, soffit and fascia only
Wallcovering; list unless licensed as a painting contractor, or unless in connection with and incidental to interior decorating/designing; no painting permitted
Well drilling
Unclassified

(39) Cosmetology. Includes: cosmetology salons, cosmetologists, cosmetology specialty salons, cosmetology specialists, and cosmetology schools.

(40) Counseling/consulting. Includes mental health counseling.

(41) Court reporting.

(42) Credit agencies or bureaus.

D

(43) Dance halls.

(44) Delivery or messenger services.

(45) Dentists, or dentist's offices.

(46) Diagnostic aid services, medical.

(47) Directories.
Drafting.

Electrology. Electrologists.

Electronic data processing, word processing, and related services.

Employment Agency. Do not include employees leased to other businesses. Includes: agencies, contract employee providers, employee leasing, talent agencies (tax unless in connection with and incidental to another category).

Engineers, professional, or engineer's office.

Exhibits, permanent. Amusement rides or attractions.

Express companies.

Exterminating, pest control, fumigating.

Flea markets. Includes flea market operator and flea market merchants.

Flowers. Includes: florists (tax unless in connection with and incidental to merchant) and cut flower sales (allowed only where there is a current business tax for a filling station).

Food services.
- Bakeries with baking on premises, sale of bakery goods only.
- Catering
- Coffee shops
- Dairies
- Fruit packing and shipping
- Ice cream. Includes drive-ins, retail peddling, and retail stores.
- Produce trucks or vehicles
- Restaurant take-out or delivery where primary food sales are for consumption off the premises,
- Restaurant drive-ins,
- Restaurants. Includes: lunch or snack counters or stands, cafes, cafeterias, dining rooms, and similar facilities where the primary food sales are for consumption on the premises.

Sandwich manufacturing or wholesaling

Freight transportation, transfer or forwarding services or similar activities.

Fuel oil. Includes: bulk plant and/or distribution. See also, Public Service Tax.

Funeral establishments.
Garbage. Includes: collectors of garbage for rendering or processing plant and garbage and waste disposal incinerators, barge plants, or barge depots.

Gasoline and oils. Includes: bulk plants or distribution.

Golf. Includes: driving ranges, golf courses, miniature golf, and par-3 golf courses.

Halls for rent.

Handicrafts. Craft articles made by hand in the home.

Health clubs or spas, reducing clubs or salons, or gymnasiums, or fitness center.

Hearing aids.

Holding companies.

Home health services, agencies or similar activities. Include office employees and not employees who provide care on location in the employee count.

Hospitals.

Hypnosis, non therapeutic.

Inspection services. Tax unless in connection with and incidental to another category.

Insurance.

Office locations in the City at which insurance services are performed or offered.

Includes: adjusters, agencies, booths, branches, claims, companies, miscellaneous services, or title insurance.

This tax is in addition to any applicable insurance company taxes in Category III.

Interior decorators. Tax unless taxed as an interior designer.

Interior designers. Tax unless taxed as an interior decorator.

Investment counselors.

Janitorial or window-cleaning.

Jewelers. Includes: buying, selling, repair and service of any type of jewelry.

Tax unless taxed as pawnbroker, secondhand sales, antique dealer, junk dealer or merchant.

Junk dealers.

Buying and/or selling junk, waste, or used materials, including scrap metal.

Tax unless taxed as a wrecking yard, or taxed as secondhand sales when sales confined to household furnishings or to the sale of wearing apparel.
Includes: junk gatherers, yards or shops.

K

(81) Kennels. Domestic pet raising or boarding for profit.
(82) Knife and scissors sharpening.

L

(83) Laboratories.
(84) Landscape architecture.
(85) Landscapers and tree surgeons.
Tax unless taxed as landscape architecture, or excavating and land clearing contractor.
Includes: landscaping, lawn maintenance, lawn and tree spraying, tree surgery.
(86) Laundry. Includes: laundromats, dry cleaning services, linen services laundries and laundry machines, wash and fold service, washers and dryers (coin-operated or otherwise), drop off service, and trucks not operated by a licensed place of business. If the laundry consists of four or less coin-operated machines, see, taxed by machines.
(87) Loans, financing. Includes: making loans or discount consumer financing; list unless licensed as savings and loan associations and banks.
(88) Locksmiths.

M

(89) Manufacturers' representatives or agents.
(90) Manufacturing. Includes: fabricating, machine shops, and processing.
(91) Marine. Boats, marinas, yachts, and services. Includes: bait sales (tax unless in connection with and incidental to merchant), brokers, charters or cruises, cleaning, dealers, independent salespeople with no employees, marinas or vessel storage, marine ways, rental, repair, and wash and polish.
(92) Massage therapy.
Massage therapists.
School, teaching massage. See also, taxed by students.
Tax unless taxed as a chiropractic physician, osteopathic physician, physician, podiatrist, or psychologist.
(93) Merchants and merchandising.
a. Merchant: No stock in City but holds an office within the City or operating from vehicles within the City and having no place of business within the City.
b. Merchant: If sale is within 30 days or less: see taxed by temporary activities under subsection (i) of this section.
If sale is for over 30 days, see taxed as merchant based on inventory Category.

(94) Mobile homes and trailers, dealers in.
(95) Motorcycles.
Includes: motorbikes, motor scooters and similar devices.
Rental only, tax unless in connection with and incidental to another category.
Repair only, tax unless in connection with and incidental to another category.
Sales, repair or rental.

N
(96) Naturopathy.
(97) Nurseries or kindergartens.
(98) Nursing homes.

O
(99) Occupational therapy.
(100) Opticianry.
(101) Optometrists, or optometrist's.
(102) Osteopathic physicians, or osteopath's office.

P
(103) Patrons, guards or watchmen agencies or services.
(104)Pawnbrokers. Lending money on personal property, when such property is delivered to the pawnee as security for the loan. Tax unless taxed as secondhand sales, antique dealer, jewelers, junk dealer, or merchant.
(105) Peddling.
(106) Photography.
(107) Physical therapy. Physical therapists.
(108) Physicians, or physician's office.
(109) Piano tuning.
(110) Plant nurseries.
(111) Plating. With metals.
(112) Podiatrists, or podiatrist's office.
(113) Pool cleaning, non chemical. Tax unless taxed as a swimming pool contractor.
(114) Pool rooms.
(115) Postal contract station.
Private investigation.

Promoters.

Property developing, leasing, managing or renting. Tax unless taxed as a general contractor for real estate.

Prosthetics. Includes: design, fitting, assembly, sale or service to the user or patient.

Psychologists, or psychologist's office.

Public accountants, C.P.A., or public accountant's office.

Publications, publishing, writing.

Public relations. Tax unless taxed as advertising.

Radio or television. Includes: radio or television broadcasting studios and sale and advertising offices with no broadcasting.

Real estate offices. See also, F.S. 205.067.

Rental. Includes: rental of clothing, films, machinery, video and other equipment, and renting on location.

Repair services. Other than automotive or machine; tax unless in connection with and incidental to another category and where 25 percent or less of the business' gross floor area is used for repair.

Mobile repair, tax unless in connection with and incidental to another category.

Reproduction. Includes: blueprinting, copying, duplicating, engraving, lithographing, mimeographing, multi graphing, printing, typesetting and similar activities.

Rinks. Indoor/Outdoor, for bicycles, skates or other devices. Includes skate parks.

Savings and loan associations and banks.

Secondhand merchants/sales.

Secretarial, stenographer and related services. Tax unless taxed for court reporting or for word processing (electronic data processing).

Sewing. Includes: commercial locations and home occupations.

Shoe repair.

Shoe shine stand.

Shooting ranges, galleries or archery ranges.

Sitting or companion services. Includes: adult sitting only, and on location.

Soft water services.

Stenographers, public.
(141) Surveyors.

T

(142) Tailors.
(143) Tattooing.
(144) Taxidermists.
(145) Telegraph services. Includes: companies and substations.
(146) Telephone answering services.
(147) Telephone solicitations. Soliciting business by telephone for others.
(148) Temporary help services Include: both office employees and employees placed in other businesses).
(149) Theaters, stadiums and other permanent places of amusement.
(150) Therapies, medical or health.
(151) Trade associations.
(152) Transit mix cement. Manufacturing and distribution.
(153) Travel agencies.

U

(154) Unclassified. Every business, occupation, or profession, substantial, fixed or temporarily engaged in by any person within the City and for which no business tax receipt has been issued and is not herein specifically designated.
(155) Utility companies. Includes: electric companies, gas distribution plants, (manufactured or natural), and telephone companies.

V

(156) Valet services.
(157) Vehicles. Includes:

  Drive away services,
  Filling stations,
  Hauling, hauling trailers, rental of hauling trucks,
  New car agencies,
  Oil change and lube,
  Painting and undercoating (tax unless received business tax receipt for automotive repair or incidental to automotive sales; this category not intended for businesses engaged in detailing only),
  Rental or leasing agencies,
  Repair,
Trucks for hire (tax unless in connection with and incidental to another category),
used car dealers (tax unless taxed as a used car sales lot or as a broker-dealer in
merchandise), used car sales,
Wash and polish (tax unless in connection with and incidental to another category),
Wrecker or towing services.

(158) Vending machine operators, or companies.
(159) Veterinarians, or veterinarian's office.

W

(160) Window tinting or filming. Tax unless taxed as a glazing contractor.
(161) Wood dealers.
(162) Wrecking yards. Tax unless in connection with and incidental to another category.

CATEGORY II – TAXED AS MERCHANT, INVENTORY BASED

For sales over 30 days

Up to $20,000.00 of stock ............................................................... $70.00

Each additional $1,000.00 of stock, or fraction thereof .......................Add $ 3.75

Taxes for the following classifications are based on the business cost of their average annual
inventory, including stock on hand, and in storage in the City. Taxes are not owed on inventory
of liquor or tobacco items, or stock located outside the City.

Every person doing business in the City, where the amount of the business tax to be paid is
dependent upon the cost of the business's average annual inventory, will state, at the time
payment is made, the cost of the business's average annual inventory of stock on hand, and
stock in storage in the City.

(Where more than one merchant classification may apply, only one shall be taxed.)

Retail and/or wholesale:

a. Direct sales.
b. Distributing.
c. Import/export.
d. Mail order.
e. Merchandising via electronic, video or audio/visual means.
f. Establishment or sales.
g. Showroom.
CATEGORY III – TAXED BY FLAT RATE

(a) Independent Contractor........................................................................................................... $65.00

For all persons or businesses not acting as employees, but participating in one or more Classifications listed under Category I, including, but not limited to, those persons or entities who file Form 1099. Includes persons or entities working with, for, or under the name of a business or professional otherwise taxed under this article, but who are not employees as described in this article.

(b) Insurance Company ........................................................................................................... $400.00

Each life, health, marine, casualty, property, or surety insurance company which is represented in, writes for clients in, solicits or advertises in, or services one or more policies in the City. This tax is in addition to any applicable insurance taxes in Category I.

Insurance companies:

a. Life or health.

b. Marine.

c. Property, casualty, or surety.

(c) Temporary activities - (for sales within 30 days or less).
Per event ........................................................................................................................................... $25.00

Tax to be paid by promoter, corporation, association, or person responsible for the event. Includes: carnivals, circuses, concerts, entertainments, exhibits, lecturers and instructions to groups, musicals, shows and tent shows.

All vendors, merchants, and individual attractions that are officially a part of the event are included in the event tax. However, any business that operates outside of an event which has paid the tax under this classification may be subject to business taxes under another Category.

No business tax is required under this classification for sales conducted or sponsored by a non-profit organization when the proceeds derived from the activities are intended for exclusive use of the organization.

CATEGORY IV – TAXED BY UNITS OTHER THAN EMPLOYEES

(a) Taxed by machines, money, coin, token, card or other object-operated.
Each machine ...................................................................................................................................... $13.00

Newspaper racks, telephones, bulk vending machines, and stamp machines are exempt.

(See laundry for five or more laundry machines.)

(b) Taxed by rental units.
Each unit ........................................................................................................................................... $4.00
Where only one unit is offered for rent, no business tax is required. The term "rental units" includes rooms, apartments, condominiums and separate condominium units, hotels, motels, motor courts, mobile home and trailer park spaces, cottages, cabins or other buildings rented as living quarters by the day, week, month, or year, which are located on one lot, plot, or parcel of ground.

Includes: apartments with cooking facilities or where cooking is permitted, and rooms without cooking facilities.

(c) **Taxed by vehicle parking, parking lots or vehicle storage garages.**

Base tax ..................................................................................................................... $15.00

Each space .................................................................................................................. ADD $1.00

(d) **Warehouses, warehousing, or storage.**

First 5,000 square feet or less of usable space ......................................................... $80.00

Each additional 1,000 square feet or fraction thereof ................................................ $10.00

(e) **Taxed by schools and instruction.**

One to ten students ................................................................................................... $10.00

Each additional student ............................................................................................... $1.00

Includes: private instruction, schools for students under 18 years of age, schools for students 18 years of age and older.

(f) **Vehicles for hire/Public vehicles**

Each vehicle ........................................................................................................... $65.00

Section 10. 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 11. 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 12. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become
effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

___________________________
City Attorney or Designee
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: An Ordinance for a substantial change of use at a Charter park property known as the 31st Street Sports Complex to allow for the construction of two (2) deep injection wells and associated site improvements, including monitoring wells.

Explanation: The 31st Street Sports Complex (Complex) has been identified as one of three sites within the City limits for siting two (2) proposed deep injection wells for the purpose of expanding the City’s wet weather disposal capacity. The other two sites slated for the construction of injection wells are the Southwest and Northwest Waste Water Reclamation Facilities. Additional wet weather disposal capacity is a critical component of the City’s comprehensive response to recent discharges from the municipal wastewater system during wet weather events experienced during the rainy seasons of 2015 and 2016. The City already operates and maintains 10 injection wells as part of its wastewater system, but in light of the recent discharges during wet weather, these additional injection wells will provide an upgrade to the overall system’s capacity during the most significant rainfall events. The City and its contractor, ARSus, LLC, further believe that one of the two injection wells proposed at the Complex could be completed in time to be available for all or some of the 2017 rainy season. In order to achieve that goal, construction would need to commence in February.

The substantial change of use process, as outlined in Section 1.02(e) of the City Charter, and further defined in Section 21-79 of the City Code, is required to be engaged prior to commencing construction of the proposed injection wells at the Complex. The Complex is identified as a charter park under Section 21-84. Further, because the Complex is a charter park, injection well uses are considered to be a substantial change of use from its traditional uses as an active park. Therefore, in accordance with Charter requirements, the City has noticed all residents and owners located within 200 yards of the Complex parcel boundary of the Second Reading and Public Hearing scheduled for the January 19, 2017 City Council meeting at 6pm. In order to be passed, this Ordinance will require a super-majority of Councilmembers to vote in the affirmative (i.e., at least 6 out of 8).

The injection wells are generally proposed to be located at the far northern and southern ends of the Complex. There is no anticipated impact to the playing fields that comprise the majority of the parcel’s use. The injection wells will have a fenced-in above-ground piping footprint of approximately 10 feet by 40 feet and underground vertical depth of approximately 1000 feet below ground surface. Certain additional associated site improvements and appurtenances will also be necessary, including monitoring wells, each with an approximate above-ground footprint of 5 feet by 10 feet.

The City has already begun a public informational outreach program to increase awareness of the project to the surrounding community. Outreach has included telephone calls and emails to the
local neighborhood association presidents and church leaders, and coordination with City parks staff that run the popular youth sports leagues at the Complex. Accommodation for parking alternatives for Complex patrons during the construction phase is being developed.

Public informational meetings are scheduled to occur at the Water Resources Department on January 3, 2017, from 1pm – 7pm, and on January 11, 2017, at 6pm, at the Lake Vista Recreational Center. As required by state law, please note that the January 3, 2017 meeting will be co-hosted by staff from the Florida Department of Environmental Protection from 1pm – 4pm.

An additional public hearing is scheduled to occur at the February 1, 2017 meeting of the City’s Development Review Commission, 2pm at City Hall, which will consider this proposal as a Special Exception under the City’s Land Development Regulations.

**Recommendation:** City staff recommends approval of the attached Ordinance and setting of the Second Reading and Public Hearing for the City Council meeting on January 19, 2017 at 6pm.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF SWNew Inj Wells FY17 (Project 15838).

**Attachment:** Ordinance
Exhibit A (Map)

**Approvals:**
ORDINANCE NO.______

AN ORDINANCE APPROVING A SUBSTANTIAL CHANGE OF USE OF PARK PROPERTY WITHIN THE 31ST STREET SPORTS COMPLEX; ALLOWING THE CONSTRUCTION OF TWO DEEP INJECTION WELLS AND ASSOCIATED SITE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Charter allows the City to substantially change the use of any Charter Park property only after approval by the City Council of an ordinance receiving an affirmative vote from at least six (6) Council Members; and

WHEREAS, Chapter 21 of the City Code defines substantial change of use of park property; and

WHEREAS, the 31st Street Sports Complex is a Charter Park and is designated as an active park; and

WHEREAS, due to the occurrence of multiple discharges from the City’s wastewater system during wet weather events during the rainy seasons of 2015 and 2016, the City has determined that additional facilities must be added to the City’s wastewater system to increase its wet weather disposal capacity; and

WHEREAS, two (2) deep injection wells, each with a fenced-in above-ground piping footprint of approximately 10 feet by 40 feet and underground vertical depth of approximately 1000 feet below ground surface, for the express purpose of providing additional wet weather disposal capacity to the City’s wastewater system, are proposed to be constructed within the 31st Street Sports Complex; and

WHEREAS, in addition to the construction of these facilities certain associated site improvements will also be necessary, including monitoring wells, each with approximate above-ground footprint of 5 feet by 10 feet; and

WHEREAS, the portion of the 31st Street Sports Complex needed for these new facilities is shown on the attached Exhibit A; and

WHEREAS, the Florida Department of Environmental Protection and the City have each conducted noticed public informational outreach meetings with the community and its citizens; and

WHEREAS, the City has provided notice to owners and residents within 200 yards of the 31st Street Sports Complex and has conducted a public hearing.
THE CITY OF ST. PETERSBURG DOES ORDAIN;

Section One. The findings made in the foregoing recitals are adopted and incorporated herein as findings of fact by the City Council.

Section Two. The City Council approves a permanent substantial change of use of park property in the 31st Street Sports Complex for the construction of two (2) new deep injection wells and associated site improvements within the specific boundaries of the area shown on the attached Exhibit A.

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

Approved as to Form and Substance:

__________________________________
City Attorney (Designee)
EXHIBIT A
City of St Petersburg, Florida
31st Street Sports Complex
Substantial Change of Use
Address 4801 31st Street South
ST. PETERSBURG CITY COUNCIL
MEMORANDUM

Meeting of January 5, 2017

TO: City Council Chair & Members of City Council

FROM: Lendel Bright, ADA & Diversity Coordinator

SUBJECT: Committee to Advocate for Persons with Impairments (CAPI) 2014/2015 Bi-Annual Report

EXPLANATION: The Committee to Advocate for Persons with Impairments (CAPI) is a group of residents appointed by the Mayor with advice and consent of City Council. CAPI has been in place since 1972, and its function is to advise City Council and the City's administrative staff on issues related to the Americans with Disabilities Act, as amended in 2010 (ADA) and to advocate on behalf of persons with disabilities. CAPI provides the city with guidance relative to the concerns, rights, special needs and dignity of persons with disabilities, to insure their full participation in and enjoyment of the city's facilities, programs and services. CAPI encourages comments and suggestions from the public about issues that prevent or inhibit full use and enjoyment of any facility, service or program under the City's jurisdiction. The concerted effort between the citizens of St. Petersburg and City staff will continue to improve the quality of life for all residents and visitors.

ATTACHMENT: CAPI 2014/2015 Bi-Annual Report

1 of 1
SAINT PETERSBURG CITY COUNCIL

Meeting of January 5, 2017

TO: The Honorable Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a 20-foot east/west alley, three (3) 10-foot north/south alleys, and a 5-foot north/south public utility easement / right-of-way in the block between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South. (City File No.: 16-33000014)

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

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for January 19, 2017

The Request: The request is to vacate a 20-foot east/west alley, three (3) 10-foot north/south alleys and a 5-foot utility easement / right-of-way in the block between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments A and B) and the Sketch and Legal Descriptions (Exhibits “A” and “B”). The applicant's goal is to consolidate the block for redevelopment.

The applicant is the University of South Florida St. Petersburg (USFSP) (Florida Internal Improvement Trust Fund) and development on the block will be in compliance with the USFSP Master Plan and the approved Development Agreement. The current use of the block is parking and recreation. The existing and proposed site plan in the USFSP Master Plan shows the future use as housing and recreation.

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

Agency Review: The application was routed to the standard list of City Departments and outside utility providers. The City's Engineering Department has indicated that they have facilities in the alleys to be vacated as well as Frontier Communications. Level 3 Communications was uncertain as to whether the vacations would affect their facilities. An
The associated condition of approval has been included. The applicant has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a redevelopment plan.

**Public Comments:** Prior to the hearing before the Development Review Commission (DRC) staff received several inquiries from the public in regards to future plans for the site. Paul Chiavacci, Rachel Calderon and Carlos Rivera were sent copies of the current Urban Design Illustrative 10 year Plan excerpted from the USFSP Campus Master Plan and there were no further questions.

**DRC Action/Public Comments:** On December 7, 2016, the DRC held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

**RECOMMENDATION:** The Administration recommends **APPROVAL** of the alley right-of-ways and the public utility easement / right-of-way vacation, subject to the following conditions:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the owner’s expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the alleys and easement/right-of-way along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg’s Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


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

**Attachments:** Attachments A and B, Ordinance, DRC Staff Report
Attachment A
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000014
Address: Block between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South
Attachment B
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 16-33000014
Address: Block between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A 20-FOOT EAST/WEST ALLEY, THREE (3) 10-FOOT NORTH/SOUTH ALLEYS, AND A 5-FOOT NORTH/SOUTH PUBLIC UTILITY EASEMENT / RIGHT-OF-WAY IN THE BLOCK BETWEEN 5TH AVENUE SOUTH AND 6TH AVENUE SOUTH BETWEEN 3RD STREET SOUTH AND 4TH STREET SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on December 7, 2016. (City File No. 16-33000014):

Legal Description: See Exhibit “A” and Exhibit “R” attached.

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

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

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the owner’s expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the alleys and easement/right-of-way along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg’s Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


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

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption.
unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:  

[Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signature]
LEGAL DESCRIPTION

THAT 20 FOOT EAST—WEST ALLEY AND THOSE THREE 10 FOOT NORTH—SOUTH ALLEYS ALL LYING WITHIN BLOCK 81, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49 PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART AND/OR WITHIN J.B. SMITH SUB OF S1/2 OF BLK 81, AS RECORDED IN PLAT BOOK 1, PAGE 26, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 81, REVISED MAP OF THE CITY OF ST. PETERSBURG AS A POINT OF REFERENCE; THENCE ALONG THE NORTH LINE OF SAID BLOCK 81, N89°26'01"E, 90.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE, N89°26'01"E, 10.00 TO THE NORTHEAST CORNER OF LOT 6 OF SAID BLOCK 81; THENCE ALONG THE EAST LINE OF SAID LOT 6, S00°33'07"E, 200.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF A 20 FOOT ALLEY; THENCE ALONG SAID NORTH RIGHT OF WAY, N89°26'01"E, 250.00 FEET TO THE WEST RIGHT OF WAY OF 3RD STREET SOUTH; THENCE ALONG SAID RIGHT OF WAY, S00°33'07"E, 20.00 FEET TO THE SOUTH RIGHT OF WAY OF SAID 20 FOOT ALLEY; THENCE ALONG SAID RIGHT OF WAY, S89°26'01"W, 100.00 FEET TO THE EAST RIGHT OF WAY OF A 10 FOOT ALLEY; THENCE ALONG SAID RIGHT OF WAY, S00°33'07"E, 200.00 FEET TO THE NORTH RIGHT OF WAY OF 6TH AVENUE SOUTH; THENCE ALONG SAID RIGHT OF WAY, S89°26'01"W, 10.00 FEET TO THE WEST RIGHT OF WAY OF A 10 FOOT ALLEY; THENCE ALONG SAID RIGHT OF WAY, N00°33'07"W, 200.00 FEET TO THE SOUTH RIGHT OF WAY OF A 20 FOOT ALLEY; THENCE ALONG SAID RIGHT OF WAY, S89°26'01"W, 130.00 FEET TO THE EAST RIGHT OF WAY OF A 10 FOOT ALLEY; THENCE ALONG SAID RIGHT OF WAY, S00°33'07"E, 200.00 FEET TO THE NORTH RIGHT OF WAY OF 6TH AVENUE SOUTH; THENCE ALONG SAID RIGHT OF WAY, S89°26'01"W, 10.00 FEET TO THE WEST RIGHT OF WAY OF A 10 FOOT ALLEY; THENCE ALONG SAID RIGHT OF WAY, N00°33'07"W, 200.00 FEET TO THE SOUTH RIGHT OF WAY OF A 20 FOOT ALLEY; THENCE ALONG SAID RIGHT OF WAY, S89°26'01"W, 100.00 FEET TO THE E8T RIGHT OF WAY OF 4TH STREET SOUTH; THENCE ALONG SAID RIGHT OF WAY, N00°33'07"W, 20.00 FEET TO THE NORTH RIGHT OF WAY OF A 20 FOOT ALLEY; THENCE ALONG SAID RIGHT OF WAY, N89°26'01"E, 90.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, N00°33'07"W, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,000 SQUARE FEET OR 0.298 ACRES MORE OR LESS

ST PETERSBURG, FLORIDA

Exhibit "A" - Pg 1 of 2

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NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
2. NOT A BOUNDARY SURVEY.
3. BASIS OF BEARINGS: ASSUMED NO0°33'07"W ALONG THE EAST RIGHT OF WAY LINE OF 4TH STREET SOUTH.
4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.
5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 60'.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
LEGAL DESCRIPTION

THAT PERPETUAL EASEMENT AND RIGHT OF WAY TO INSTALL, REPAIR AND
MAINTAIN PUBLIC UTILITIES AS DESCRIBED IN OFFICIAL RECORDS BOOK 39,
PAGE 169 BEING DESCRIBED AS FOLLOWS:

THE EAST 5 FEET OF LOT 3, BLOCK 81, REVISED MAP OF THE CITY OF ST
PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49 PUBLIC RECORDS
OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS
FORMERLY A PART

ST PETERSBURG, FLORIDA

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   ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.

2. NOT A BOUNDARY SURVEY.

3. BASIS OF BEARINGS: ASSUMED S00°33'07"E ALONG THE EAST LINE OF LOT 3.

4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR
   COMMITMENT FOR TITLE INSURANCE.

5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 60'.

6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN
   THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT
   OF THE SIGNING PARTY OR PARTIES.

7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
   FLORIDA LICENSED SURVEYOR AND MAPPER.
Exhibit "B" Pg 2 of 2

5TH AVENUE SOUTH

REVISED MAP OF THE CITY OF ST. PETERSBURG
PLAT BOOK H1, PAGE 49

PUBLIC UTILITY
EASEMENT AND
RIGHT OF WAY PER
OFFICIAL RECORDS
BOOK 33, PAGE 169

L4

100'

L1

E LINE LOT 3

L2

1

E LINE LOT 1

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

LOT 8

LOT 9

LOT 10

LOT 5

LOT 6

LOT 7

LOT 11

LOT 2

LOT 4

LOT 3

E LINE LOT 6

E LINE LOT 5

3RD STREET SOUTH

W RIGHT OF WAY 3RD STREET SOUTH

W RIGHT OF WAY 10TH AVENUE SOUTH

W RIGHT OF WAY 9TH AVENUE SOUTH

W RIGHT OF WAY 8TH AVENUE SOUTH

W RIGHT OF WAY 7TH AVENUE SOUTH

W RIGHT OF WAY 6TH AVENUE SOUTH

W RIGHT OF WAY 5TH AVENUE SOUTH

W RIGHT OF WAY 4TH STREET SOUTH

W RIGHT OF WAY 3RD STREET SOUTH

N RIGHT OF WAY 6TH AVENUE SOUTH

N RIGHT OF WAY 5TH AVENUE SOUTH

N RIGHT OF WAY 4TH STREET SOUTH

N RIGHT OF WAY ALLEY

20' EAST/WEST ALLEY

10' NORTH/SOUTH ALLEY

J.B. SMITH SUB-
PLAT BOOK 1, PAGE 26

SEE SHEET 1 OF 2 FOR LINE TABLE

SECTION 19, TOWNSHIP 31 S., RANGE 17 E.

George F. Young, Inc.
259 S. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4373 FAX (727) 822-2919
BUSINESS ENTITY L821
ARCHITECTURE-ENGINEERING-ENVIRONMENTAL-LANDSCAPE-PLANNING-SURVEYING-UTILITIES
Gainesville- Jacksonville- Lake Mary- Orlando- Palm Beach- Sarasota- St. Petersburg- Tampa

SIGNATURE AND SEAL
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on December 7, 2016, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000014  PLAT SHEET: E-3

REQUEST: Approval of a vacation of a 20-foot east/west alley, three (3) 10-foot north/south alleys, and a 5-foot north/south public utility easement / right-of-way in the block between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South.

OWNER: John Dickson, Director of Facilities Services
University of South Florida St. Petersburg
Florida Internal Improvement Trust Fund
3900 Commonwealth Boulevard
Tallahassee, Florida  32399-3000

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

ADDRESSES AND PARCEL NUMBERS: None; 19-31-17-74466-081-0010
500 4th Street South; 19-31-17-74466-081-0060
None; 19-31-17-83034-000-0010
None; 19-31-17-83034-000-0050
532 4th Street South; 19-31-17-83034-000-0080

LEGAL DESCRIPTION: On File

ZONING: Institutional Centers (IC)
DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a 20-foot east/west alley, three (3) 10-foot north/south alleys and a 5-foot utility easement / right-of-way in the block between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments A and B) and the Sketch and Legal Descriptions (Exhibits “A” and “B”). The applicant’s goal is to consolidate the block for redevelopment.

The applicant is the University of South Florida St. Petersburg (USFSP) (Florida Internal Improvement Trust Fund) and development on the block will be in compliance with the USFSP Master Plan and the approved Development Agreement. The current use of the block is parking and recreation. The existing and proposed site plan in the USFSP Master Plan shows the future use as housing and recreation (Attachment C).

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

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

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

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

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

The application was routed to the standard list of City Departments and outside utility providers. The City’s Engineering Department has indicated that they have facilities in the alleys to be vacated as well as Frontier Communications. Level 3 Communications was uncertain as to whether the vacations would affect their facilities. An associated condition of approval has been included. The applicant has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a redevelopment plan. Associated special conditions of approval have been suggested at the end of this report.

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

The entire block consisting of five parcels is under the ownership of one entity. The east-west alley, which is proposed for vacation, is currently used to access properties to the north and south of the alley. During redevelopment of the block, and through the platting process, traffic
circulation and utilities will be addressed. Vacation of the alley will not detrimentally impact or impair access to any other lot of record on the block. An associated special condition of approval has been suggested at the end of this report.

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

Vacation of the alleys, if approved, is not anticipated to adversely impact the existing roadway network or substantially alter utilized travel patterns. Other similar requests have been approved in the surrounding blocks, to facilitate land assembly for development or redevelopment.

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

The right-of-way is not needed for the purpose for which the City has a legal interest and there is no known present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors. The east-west alley was originally dedicated to provide a secondary means of access to the rear yards of the lots within the block and for public utilities. In the IC Zoning districts ancillary equipment, loading and service operations shall be placed to the rear of the front facades of the structures and shall be screened from streets. Redevelopment of the subject block may eliminate the need for access from the alley for vehicular traffic. As noted above the applicant has indicated that they are willing to provide an easement or to relocate facilities in order to protect utilities.

Access for existing and future utilities and traffic circulation will be accomplished by the required re-plat.

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

The subject block is included in the Intown Activity Center area. Please see comments below under Special Area Plans. No other factors have been raised for consideration.

B. Comprehensive Plan

Future Land Use Element Policy T1.6 The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.

Future Land Use Element Policy T2.4 The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.
The vacation of this alley will foster redevelopment which is one goal of the Comprehensive Plan. The City's Neighborhood Transportation Division has reviewed the proposed alleyway vacations and has no objection.

C. Adopted Neighborhood or Special Area Plans

The subject right-of-ways are adjacent to the boundaries of the Downtown Residents Civic Association and the Downtown Neighborhood Association. There are no plans for these associations which affect vacation of right-of-way in this area of the City.

The subject property is also within the boundaries of the Intown Activity Center. The Intown Activity Center plan has three elements which may apply to the vacation of right-of-way:

One Objective is to provide greater accessibility to Intown activity areas and visual assets through the development of an integrated movement system for vehicles, transit, pedestrians and parking and one of those elements is to "utilize existing sidewalks and alleys for establishing a pedestrian system base".

The vacation of the subject alley will not enhance pedestrian options.

Under the Residential Development Program it is noted that the "City may initiate vacation of alleys and streets for development".

While this is not a City initiated vacation, the policy allows vacation of alleys specifically for residential development.

One of the Development Guidelines is to "To encourage consolidation of blocks and promote a unified development concept, the City will consider the closing of selected streets and alleyways in accordance with an appropriate proposal".

This proposed vacation is in support of redevelopment of the block. The block is planned for redevelopment with residential on the east half of the block and recreation on the western half of the block.

The primary guidance for development of this site is contained within the currently adopted USFSP Master Plan and the approved Development Agreement.

Comments from Agencies and the Public

The subject property is adjacent to the boundaries of the Downtown Residents Civic Association and the Downtown Neighborhood Association. No comments were received from these Associations.

Staff received several inquiries from the public in regards to future plans for the site. Paul Chiavacci, Rachel Calderon and Carlos Riviera were sent copies of the current Urban Design Illustrative 10 year Plan excerpted from the USFSP Campus Master Plan and there were no further questions.
As noted above City Departments and private utility agencies did indicate the presence of facilities in the alleys to be vacated and requested either an easement or relocation at the applicant's expense. The applicant will be required to provide an additional public notice prior to the public hearing before the City Council.

**RECOMMENDATION.** Staff recommends APPROVAL of the proposed alley right-of-way vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering the entire area to be vacated, or relocating City and private utilities at the owner's expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the alleys and easement/right-of-way along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg's Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


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

**REPORT PREPARED BY:**

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

11/30/14
REPORT APPROVED BY:

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

Attachment A
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000014
Address: Block between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South
Attachment B
City of St. Petersburg, Florida
Planning and Economic Development
Case No.: 16-33000014
Address: Block between 5th Avenue South and 6th Avenue South between 3rd Street South and 4th Street South
TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: October 9, 2016
SUBJECT: Right of Way - Vacation
FILE: 16-33000014

LOCATION AND PIN:

No Address 19/31/17/74466/081/0010
500 4th Street South 19/31/17/74466/081/0060
No Address 19/31/17/83034/000/0010
No Address 19/31/17/83034/000/0050
532 4th Street South 19/31/17/83034/000/0080

ATLAS: E-3
PROJECT: Right of Way - Vacation

REQUEST: Approval of a vacation of a 20-foot east-west alley and three (3) 10-foot north-south alleys in the block between 5th Avenue South and 6th Avenue South, between 3rd Street South and 4th Street South.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the vacation request provided the following comments are included as conditions of approval:

1. City Utility maps indicate that the 20-foot east/west alley to be vacated contains a 6" PVC and an 8" VCP sanitary sewer main. The entire east/west 20' wide alley must be retained as public utility easement or the applicant's Engineer must submit a plan to relocate the sanitary sewer main for City Engineering review/approval. All platted lots of record must maintain access to the public sanitary sewer main.

2. City utility maps indicate that the westernmost north/south 10-foot wide alley to be vacated contains a 6" sanitary sewer main. A 20-foot wide public utility easement must be dedicated centered over the 6" main as a condition of the alley vacation. All platted lots of record must maintain access to the public sanitary sewer main. If the block is to be replatted as a condition of the vacation requests, then the public need for this north/south public utility easement may be eliminated if not longer required to maintain sewer access to platted lots of record.
TO: The Honorable Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of street and alley rights-of-way generally located between Fairfield Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 24th Street South, a portion of 7th Avenue South between 22nd Street South and 23rd Street South, a portion of 23rd Street South between 7th Avenue South and 8th Avenue South and by Interstate 275 and a portion of 8th Avenue South located between 23rd Street South and by Interstate 275 and 24th Street South. (City File No.: 16-33000015)

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

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for January 19, 2017

The Request: The request is to vacate street and alley rights-of-way generally located between Fairfield Avenue South and Interstate 275 between 22nd Street South and 24th Street South; more specifically described as a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South and by Interstate 275 between 22nd Street South and 24th Street South, a portion of 7th Avenue South between 22nd Street South and 23rd Street South, a portion of 23rd Street South between 7th Avenue South and 8th Avenue South and by Interstate 275 and a portion of 8th Avenue South located between 23rd Street South and by Interstate 275 and 24th Street South.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments “A” and “B”) and Sketch and Legal Description (Exhibit “A”). The applicant’s goal
is to consolidate the land for redevelopment and for the provision of workforce housing. The applicant is the City of St. Petersburg.

This area is within the South St. Petersburg Community Redevelopment Area (CRA). St. Petersburg Commerce Park is generally located south of 6th Avenue South and north of 8th Avenue South and Interstate 275, between 22nd Street South and 26th Street South. A Lease and Development Agreement for the subject property has been approved between the City of St. Petersburg and St. Petersburg Commerce Park, LLC.

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

Agency Review: This application was routed to City Departments and private utility providers. The City's Engineering and Water Resource Departments indicated that there are city facilities in the right-of-ways proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities and Level 3 indicated that they may have facilities in the area proposed for vacation. The applicant has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a future development plan. Associated special conditions of approval have added to address these concerns.

Public Comments: Prior to the DRC hearing three calls were received from the public.

Mr. Bruce Allums who owns property north of Fairfield Avenue and east of 23rd Street indicated that he wanted to attend the Public Hearing and oppose the vacation request. Mr. Allums and several other landowners have previously applied to vacate street and alley right-of-ways north of Fairfield Avenue and have been advised by the City that any decision to support vacation of right-of-way adjacent to the Pinellas Trail would need to wait until the Warehouse Arts District planning process is complete. At the DRC hearing, Mr. Allums spoke in opposition to the request.

Pastor John Anderson of the Church located at 2361 7th Avenue South called with concerns about vacating the portion of 7th Avenue between 22nd Street South and 23rd Street South as the primary entrance to the Church is on 7th Avenue South. Pastor Anderson spoke with Dave Goodwin prior to the DRC hearing and indicated that he had no further objections.

A call was also received from Howard Curd requesting a copy of the Staff Report and indicating he owned property in the area. The Staff Report was sent to Mr. Curd.

DRC Action: On December 7, 2016, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

RECOMMENDATION: The Administration recommends APPROVAL of the street and alley right-of-way vacations, subject to the following conditions:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering any right-of-ways within the areas to be vacated which contain utilities, or relocating City
and private utilities at the owner's expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the vacated right-of-ways along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Petersburg's Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


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

Attachments: Attachment A and Attachment B, Ordinance, DRC Staff Report
Attachment “A”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between Fairfield Avenue South and Interstate 275
between 22nd Street South and 24th Street South
Attachment “B”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between Fairfield Avenue South and Interstate 275
between 22nd Street South and 24th Street South
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF STREET AND ALLEY RIGHTS-OF-WAY GENERALLY LOCATED BETWEEN FAIRFIELD AVENUE SOUTH AND INTERSTATE 275 BETWEEN 22ND STREET SOUTH AND 24TH STREET SOUTH; MORE SPECIFICALLY A 16-FOOT EAST/WEST ALLEY IN THE BLOCK BOUNDED BY FAIRFIELD AVENUE SOUTH AND 7TH AVENUE SOUTH BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH, A 10-FOOT EAST/WEST ALLEY IN THE BLOCK BOUNDED BY 7TH AVENUE SOUTH AND 8TH AVENUE SOUTH AND BY INTERSTATE 275 BETWEEN 22ND STREET SOUTH AND 24TH STREET SOUTH, A PORTION OF 7TH AVENUE SOUTH BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH, A PORTION OF 23RD STREET SOUTH BETWEEN 7TH AVENUE SOUTH AND 8TH AVENUE SOUTH AND BY INTERSTATE 275 AND A PORTION OF 8TH AVENUE SOUTH LOCATED BETWEEN 23RD STREET SOUTH AND BY INTERSTATE 275 AND 24TH STREET SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on December 7, 2016. (City File No. 16-33000015):

Legal Description: See attached Exhibit “A”.

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

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

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering any right-of-ways within the areas to be vacated which contain utilities, or relocating City and private utilities at the owner’s expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the vacated right-of-ways along with the abutting properties shall be re-platted.
3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St. Petersburg’s Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


5. As required City Code Section 16.70.050.11 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:  

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:
LEGAL DESCRIPTION

THAT 16 FOOT WIDE EAST—WEST ALLEY LYING WITHIN BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH

TOGETHER WITH

7TH AVENUE SOUTH BETWEEN 22ND STREET SOUTH AND 23RD STREET SOUTH, EASTERN LIMITS OF SAID 7TH AVENUE SOUTH BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 1, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, WESTERN LIMITS OF SAID 7TH AVENUE SOUTH BEING THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, HIGH—LAND—CREST, AS RECORDED IN PLAT BOOK 1, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

TOGETHER WITH

23RD STREET SOUTH LYING SOUTHERLY OF 7TH AVENUE SOUTH AND LYING NORTHERLY OF THE NORTH RIGHT OF WAY OF INTERSTATE 275

TOGETHER WITH

8TH AVENUE SOUTH LYING EASTERLY OF THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT 1, AS RECORDED IN PLAT BOOK 137, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING W ESTERLY OF 23RD STREET SOUTH, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF INTERSTATE 275

TOGETHER WITH

THAT 10 FOOT WIDE EAST—WEST ALLEY LYING SOUTHERLY OF LOTS 8 THROUGH 14 AND LOTS 73 THROUGH 77 AND NORTHERLY OF LOTS 15 THROUGH 21 AND LOTS 68 THROUGH 72, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING EASTERLY OF THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT 1, AS RECORDED IN PLAT BOOK 137, PAGES 23 AND 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND LYING W ESTERLY OF 23RD STREET SOUTH

TOGETHER WITH

THAT 10 FOOT WIDE EAST—WEST ALLEY LYING SOUTHERLY OF LOTS 3 THROUGH 7 AND NORTHERLY OF LOTS 22 THROUGH 26, REPLAT OF 2ND ROYAL SUB’N G.C. PRATHER—OWNER, AS RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID ALLEY LYING EASTERLY OF 23RD STREET SOUTH AND W ESTERLY OF THE NORTH RIGHT OF WAY OF INTERSTATE 275

ST PETERSBURG, FLORIDA

LEGEND

LS LICENSED SURVEYOR
PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS

NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.

2. NOT A BOUNDARY SURVEY.

3. BASIS OF BEARINGS: NOO’23’58”E ALONG THE EAST LINE OF LOT 2, BLOCK 1, DOME INDUSTRIAL PARK REPLAT 1, PLAT BOOK 137, PAGES 23 AND 24.

4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.

5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1” = 120’.

6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on December 7, 2016, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 16-33000015
PLAT SHEET: I-3 & I-5

REQUEST: Approval of a vacation of street and alley right-of-ways generally located between Fairfield Avenue South and Interstate 275 between 22nd Street South and 24th Street South more specifically a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South or by Interstate 275 between 22nd Street South and 24th Street South, a portion of 7th Avenue South between 22nd Street South and 23rd Street South, a portion of 23rd Street South between 7th Avenue South and 8th Avenue South or by Interstate 275 and a portion of 8th Avenue South located between 23rd Street South or by Interstate 275 and 24th Street South.

OWNER: City of St. Petersburg
Planning and Economic Development
PO Box 2842
Saint Petersburg, Florida 33731-4842

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

ADDRESSES AND PARCEL ID NOS.: 2208 Fairfield Avenue South; 23-31-16-38528-004-0010
LEGAL DESCRIPTION: On File

ZONING: Corridor Commercial Traditional (CCT-1)
        Industrial Traditional (IT)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate street and alley right-of-ways generally located between Fairfield Avenue South and Interstate 275 between 22nd Street South and 24th Street South.
more specifically described as a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th Avenue South and 8th Avenue South or by Interstate 275 between 22nd Street South and 24th Street South, a portion of 7th Avenue South between 22nd Street South and 23rd Street South, a portion of 23rd Street South between 7th Avenue South and 8th Avenue South or by Interstate 275 and a portion of 8th Avenue South located between 23rd Street South or by Interstate 275 and 24th Street South.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments "A" and "B" and "C") and Sketch and Legal Description (Exhibit "A"). The applicant's goal is to consolidate the land for redevelopment and for the provision of workforce housing. The applicant is the City of St. Petersburg. This area was identified in the St. Petersburg Commerce Park Request for Proposals as an area available for vacation of right-of-ways (Attachment "D").

This area is within the South St. Petersburg Community Redevelopment Area (CRA). St. Petersburg Commerce Park is generally located south of 6th Avenue South and north of 8th Avenue South and I- 275, between 22nd Street South and 26th Street South. A Lease and Development Agreement for the subject property has been approved between the City of St. Petersburg and St. Petersburg Commerce Park, LLC.

The portion of the site generally located south of 6th Avenue South and north of 8th Avenue South and I- 275, between 22nd Street South and 23rd Street South is in the process of a Future Land Use Map change and rezoning. This request is to change the Future Land Use Map designation from Industrial General/Target Employment Center Overlay to Planned Redevelopment-Mixed Use/Target Employment Center Overlay and the Official Zoning Map designation from IT (Industrial Traditional) to CCT-1 (Corridor Commercial Traditional), or other less intensive use.

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

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

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

A. Land Development Regulations

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

1. Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.
This application was routed to City Departments and private utility providers. The City’s Engineering and Water Resource Departments indicated that there are city facilities in the right-of-ways proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities and Level 3 indicated that they may have facilities in the area proposed for vacation. The applicant has indicated that they are willing to dedicate a public utility easement over the area of the alley to be vacated or relocate facilities as part of a future development plan. Associated special conditions of approval have been suggested at the end of this report.

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

The entire property abutting the right-of-ways proposed for vacation consists of forty parcels under the ownership of three entities including the City of St. Petersburg (38 parcels), the Florida Department of Transportation (FDOT) (one lot) and one individual, Gloria Moorer of 23087 7th Avenue South (one lot). The east-west alleys, which are proposed for vacation, are not currently used to access properties to the north and south of the alleys. The lot owned by FDOT is immediately adjacent to the Interstate, which will provide future access to that lot. The lot owned by Gloria Moorer is accessed from the portion of 7th Avenue South which is not proposed for vacation. The alleys proposed for vacation are undeveloped, and have no curb cuts.

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

Vacation of the street and alley right-of-ways, if approved, is not anticipated to adversely impact the existing roadway network or substantially alter utilized travel patterns. Other similar requests have been approved in the surrounding blocks, to facilitate land assembly. Access to 7th Avenue South east of 23rd Street South will remain open.

The development of the interstate which cuts through the area just south of the right-of-ways proposed for vacation has already created dead end right-of-ways and termination of the historic grid development pattern.

During redevelopment of the blocks, and through the platting process, traffic circulation and utilities will be addressed. Vacation of the street and alley right-of-ways will not detrimentally impact or impair access to any lot of record. An associated special condition of approval has been suggested at the end of this report.

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

The right-of-ways are not needed for the purpose for which the City has a legal interest and there is no known present or future need for the right-of-ways. The alleys were originally dedicated to provide a secondary means of access to the rear yards of the lots within the block and for public and private utilities. Redevelopment of the subject blocks will eliminate the need for access from the alleys for vehicular traffic. The vacation of the portion of 7th Avenue South
will facilitate redevelopment of the area. At the time of development, traffic circulation within the parcel will be addressed.

A suggested condition of approval will require that the applicant either grant utility easements as required to protect City and private utilities in the vacated right-of-ways, or relocate the facilities.

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

No other factors have been raised for consideration.

B. Comprehensive Plan

There are no Comprehensive Plan policies that affect vacation of right-of-way in this area.

C. Adopted Neighborhood or Special Area Plans

This site is located within the boundaries of the South St. Petersburg CRA. The South St. Petersburg CRA Dependent Special District was established to remedy blighting conditions within the South St. Petersburg Community Redevelopment Area.

The South St. Petersburg Redevelopment Plan adopted by St. Petersburg City Council on May 21, 2015 has related policies and plans. In Chapter Three - Redevelopment Action Plan under the Manufacturing Development category there are two land Acquisition and Disposition policies that affect vacation of right-of-way:

1. When acquiring property, priority should be given to facilitating the creation of larger holdings suitable for industrial and business use.
2. Promote block consolidation through street and alley vacations as well as utility relocations.

It is also noted in Chapter Four - Redevelopment Program and Funding Strategy that:

1. Land assembly, consolidation and site preparation is essential for encouraging residential, commercial and industrial development to the South St. Petersburg CRA.
2. The land assembly effort may also involve vacating streets, alleyways and associated utilities such as water, sewer and stormwater facilities.

The subject right-of-way is within the boundaries of the Palmetto Park Neighborhood Association. There are no neighborhood plans which affect vacation of right-of-way in this area of the City.

Comments from Agencies and the Public

As of the date of this report two calls were received from the public. Mr. Bruce Allums who owns property north of Fairfield Avenue and east of 23rd Street indicated that he wanted to attend the Public Hearing and oppose the vacation request. Mr. Allums and several other landowners have previously applied to vacate street and alley right-of-way north of Fairfield Avenue and have been advised by the City that any decision to vacate right-of-way adjacent to the Pinellas Trail would need to wait until the Warehouse Arts District planning process is complete.
Pastor John Anderson of the Church located at 2361 7th Avenue South called with concerns about vacating the portion of 7th Avenue between 22nd Street South and 23rd Street South as the primary entrance to the Church is on 7th Avenue South.

A call was also received from Howard Curd requesting a copy of the Staff Report and indicating he owned property in the area.

The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection. As noted above there are both City and private utilities within the right-of-ways proposed for vacation. The City's Engineering and Water Resource Departments indicated that there are city facilities in the right-of-ways proposed for vacation. TECO/Peoples Gas, Frontier, WOW and Duke Energy also indicated that they had facilities, while Level 3 indicated that they may have facilities in the area proposed for vacation.

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

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering any right-of-ways within the areas to be vacated which contain utilities, or relocating City and private utilities at the owner’s expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the vacated right-of-ways along with the abutting properties shall be re-platted.

3. Prior to recording of the vacation ordinance, the applicant shall provide an alternative approved by the City of St Peters burg’s Sanitation Department for sanitation pickup locations. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


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

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

REPORT APPROVED BY:

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

Attachment “A”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between Fairfield Avenue South and Interstate 275
between 22nd Street South and 24th Street South
Attachment “C”
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-33000015
Address: Between Fairfield Avenue South and Interstate 275
between 22nd Street South and 24th Street South
Not Included in this Application

Site Map

Property
- City Owned Property (11.34 Acres +/-)
- Vacatable ROW (2.07 Acres +/-)
- Vacatable ROW (1.00 Acres +/-)
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: October 7, 2016
SUBJECT: Right of Way - Vacation 7th Ave S, 8th Ave S, 23rd St S, and E/W alleys
FILE: 16-33000015

LOCATION AND PIN

2208 Fairfield Avenue South; 23-31-16-38528-004-0010
2222 Fairfield Avenue South; 23-31-16-38628-004-003
656 23rd Street South; 23-31-16-38628-004-0090
2253 7th Avenue South; 23-31-16-38628-004-0100
2245 7th Avenue South; 23-31-16-38628-004-0110
2227 7th Avenue South; 23-31-16-38628-004-0120
651 22nd Street South; 23-31-16-38628-004-0140
2223 7th Avenue South; 23-31-16-38628-004-0141
2209 7th Avenue South; 23-31-16-38628-004-0142
2200 7th Avenue South; 26-31-16-72882-000-0010
2210 7th Avenue South; 26-31-16-72882-000-0020
2218 7th Avenue South; 26-31-16-72882-000-0030
2226 7th Avenue South; 26-31-16-72882-000-0040
2238 7th Avenue South; 26-31-16-72882-000-0050
2242 7th Avenue South; 26-31-16-72882-000-0060
2254 7th Avenue South; 26-31-16-72882-000-0070
2306 7th Avenue South; 26-31-16-72882-000-0080
2308 7th Avenue South; 26-31-16-72882-000-0090
2320 7th Avenue South; 26-31-16-72882-000-0100
2332 7th Avenue South; 26-31-16-72882-000-0110
2334 7th Avenue South; 26-31-16-72882-000-0120
2342 7th Avenue South; 26-31-16-72882-000-0130
2351 8th Avenue South; 26-31-16-72882-000-0150
2341 8th Avenue South; 26-31-16-72882-000-0160
2331 8th Avenue South; 26-31-16-72882-000-0180
2321 8th Avenue South; 26-31-16-72882-000-0190
2301 8th Avenue South; 26-31-16-72882-000-0210
2253 8th Avenue South; 26-31-16-72882-000-0220
No Address; 26-31-16-72882-000-0240
No Address; 26-31-16-72882-000-0250
2350 8th Avenue South; 26-31-16-72882-000-0420
2366 8th Avenue South; 26-31-16-72882-000-0450
2376 8th Avenue South; 26-31-16-72882-000-0470
2377 8th Avenue South; 26-31-16-72882-000-0680
REQUEST: Approval of a vacation of street and alley right-of-ways generally located between Fairfield Avenue South and Interstate 275 between 22nd Street South and 24th Street South more specifically a 16-foot east/west alley in the block bounded by Fairfield Avenue South and 7th Avenue South between 22nd Street South and 23rd Street South, a 10-foot east/west alley in the block bounded by 7th

9th Avenue South between 22nd Street South and 23rd Street South, an 8" sanitary sewer main. The entire vacated alley right of way must be retained as public utility easement as an option, all utilities must be field located and individual public easements must be dedicated, centered over the pipes. The width of required easement will be based on pipe size, location, and depth.

3. City Utility maps indicate that the right-of-way of 23rd Street South to be vacated contains an 8" sanitary sewer main, and a 24" storm sewer. The entire vacated right of way must be retained as public utility easement or as an option, all utilities must be field located and individual public easements must be dedicated, centered over the pipes. The width of required easement will be based on pipe size, location, and depth.

4. The 16-foot wide alley between 22nd and 23rd Street South, and between Fairfield and 7th Avenue South to be vacated contains an 8" sanitary sewer main. The entire vacated alley right of way must be retained as public utility easement.

5. The 10-foot wide alley between I-275 and 24th Street South and between 7th - 8th Avenue South to be vacated contains an 8" sanitary sewer main. The entire vacated alley right of way must be retained as public utility easement.

6. Prior to the removal or alteration of existing road pavement within the vacated rights-of-way the applicant must submit plans for review of the existing grading and drainage systems. The applicant may be required to make necessary changes to the pavement grading and/or modifications to the drainage systems to accommodate the proposed changes.

7. Any existing agusta brick, granite curb or hex block sidewalk that is removed from the vacated...
rights-of-ways will remain the property of the City of St. Petersburg and must be returned to the City upon development or redevelopment of the property.

8. Once redevelopment plans are available and a replat is provided, the developer may opt to abandon or relocate all or some of the existing utilities existing within the vacated rights of way provided that a plan for such work is prepared by the applicants Engineer and submitted to the City for approval. Any future utility abandonment/relocation plans shall be in conformance with current City Engineering Standards and Specifications and shall be designed, permitted, and constructed by and at the sole expense of the developer.
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: An Ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg; authorizing the Mayor, or his Designee, to execute all documents necessary to effectuate this ordinance; and providing an effective date.

BACKGROUND: Real Estate & Property Management received a request from Engineering & Capital Improvement Department to prepare the necessary documents to grant Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy, ("Duke Energy"), a Public Utility Easement ("Easement") (also referred to by Duke Energy as a "Distribution Easement - Corporate"), within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg.

The Easement, located within the area illustrated in Exhibit ‘A’, is necessary to install and maintain power upgrades for buildings located within the Mirror Lake Recreation Complex. The Easement will have no significant effect on the public's use of the property.

An ordinance is required to authorize the grant of this Easement to Duke Energy as the requested Easement is to be located on land classified by the City Charter as "Park and Waterfront Property."

This action is in compliance with Section 1.02(c)(3) of the City Charter that provides "...utility easements may be granted upon specific approval by ordinance where the easement will have no significant effect on the public's use of the property."

RECOMMENDATION: Administration recommends that City Council adopt the attached ordinance in accordance with Section 1.02(c)(3), St. Petersburg City Charter, authorizing the grant of a Public Utility Easement to Duke Energy Florida, Inc., a Florida corporation, d/b/a Duke Energy within City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg; authorizing the Mayor, or his Designee, to execute all documents necessary to effectuate this Ordinance; and providing an effective date.

ATTACHMENTS: Illustration, Ordinance & Exhibits

APPROVALS: Administration: ________________________________

Budget: ________________________________ N/A

Legal: ________________________________

(As to consistency w/attached legal documents)
Legal: 00300910.doc V. 1
ORDINANCE NO.: _____

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(3), ST. PETERSBURG CITY CHARTER, AUTHORIZING THE GRANT OF A PUBLIC UTILITY EASEMENT TO DUKE ENERGY FLORIDA, INC., A FLORIDA CORPORATION, D/B/A DUKE ENERGY, WITHIN THE CITY-OWNED HISTORIC MIRROR LAKE RECREATION COMPLEX LOCATED AT 559 MIRROR LAKE DRIVE NORTH, ST. PETERSBURG; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

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

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

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

Section 4. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the Ordinance, in which case the Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.
LEGAL:

City Attorney (Designee)

APPROVED BY:

Phil Whitehouse, Parks Superintendent
Parks & Recreation

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
EXHIBIT "A"

(Legal Description of the Easement)

LEGAL DESCRIPTION

A portion of Lot 1, Block 1, Mirror Lake Subdivision, as recorded in Plat Book 84, Page 16, Public Records of Pinellas County, Florida being further described as follows:

From the southwest corner of said Lot 1 as a Point of Reference; thence along the south line thereof the following two courses S71° 54’ 05”E, 36.19 feet; thence N89° 57’31”E, 87.95 feet to the Point of Beginning; thence leaving said south line, N00° 05’ 43”E 4.96 feet; thence N40° 35’ 57”W, 126.88 feet; thence N00° 14’07”W, 10.00 feet; thence N89° 45’ 53”E, 10.00 feet; thence S00° 14’ 07”E, 1.99 feet; thence S86° 53’52”E, 152.34 feet; thence N03° 06’ 08”E 14.38 feet; thence S86° 53’52”E, 10.00 feet; thence S03° 06’ 08”W 24.38 feet; thence N86° 53’ 52”W, 156.67 feet; thence S40° 35’ 57”E 119.07 feet; thence S00° 05’ 43”W, 6.65 feet to a point on the south line of said Lot 1; thence along the south line of said Lot 1, S89° 57’ 31”W, 10.00 feet to the Point of Beginning.

Containing 3169 square feet or 0.07 acres more or less.

St Petersburg, Florida

NOTES

1. Not a Boundary Survey

2. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.

3. Basis of Bearings: S89°57’31”W, along the South line of Lot 1, as per Record Plot.

4. This sketch is made without the benefit of a title report or commitment for title insurance.

5. This map is intended to be displayed at a scale of 1” = 50’ or smaller.

6. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.

7. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND

| LS | Licensed Surveyor | PSM | Professional Surveyor and Mapper | LB | Licensed Business |

PREPARED FOR:
City of St. Petersburg
One 4th Street North
St. Petersburg, FL 33701

George F. Young, Inc.
299 S. LUTHER KING JR. STREET, ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 FAX (727) 822-2919

LICENSED ENGINEERING, GENERAL CONTRACTORS, PLANNING SURVEYING, BUSINESS ENTRY LISTED

SHEET NO. 1 or 2

CM 170105 – 2 RE Ordinance (1st Reading) Duke Energy Easement Mirror Lake Park 00300910
EXHIBIT "B"

(Illustration of the Easement)

4TH AVENUE NORTH

LOT 1, BLOCK 1, MIRROR LAKE SUBDIVISION
PLAT BOOK 84, PAGE 16

LINE TABLE

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SOUTHWEST CORNER LOT 1
POINT OF REFERENCE
SOUTH LINE LOT 1

MIRROR LAKE DRIVE NORTH

George F. Young, Inc.
209 S. MARKET STREET, P.O. BOX 1701, ST. PETERSBURG, FL 33701
PHONE (727) 528-4211 FAX (727) 822-3819

ARCHITECT-ENGINEER ENVIRONMENTAL-PLANNING-SURVEYING-STUDIES
MIRROR LAKE DRIVE NORTHEAST-20TH STREET SOUTH ST. PETERSBURG, FL 33712

George F. Young, Inc.

CM 170105 – 2 RE Ordinance (1st Reading) Duke Energy Easement Mirror Lake Park 00300910
ST. PETERSBURG CITY COUNCIL
Meeting of January 5, 2017

TO: The Honorable Chair, and Members of City Council

SUBJECT: Owner-initiated Historic Landmark Designation of the John Gassman House, located at 640 14th Avenue South (City File HPC 16-90300007).

An analysis of the request is provided in the attached Staff Report.

REQUEST: The request is to designate the John Gassman House as a local historic landmark.

RECOMMENDATION:

Adminstration: Administration recommends approval.

Community Preservation Commission: On December 13, 2016, the Community Preservation Commission held a public hearing on this matter, and voted 7 to 0 to recommend approval of the landmark designation to City Council.

Recommended City Council Action: 1) CONDUCT the first reading of the attached proposed ordinance; AND 2) SET the second reading and quasi-judicial public hearing for January 19, 2017.

Attachments: Ordinance (including map), Additional Information Regarding Consistency with the Comprehensive Plan, CPPC Draft Minutes, Staff Report to the CPPC, Designation Application
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE JOHN GASSMAN HOUSE (LOCATED AT 630 14TH AVENUE SOUTH) AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE LOCAL REGISTER PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Gassman House, which is recognized for its significance as a rare example of the Moorish Revival style within the city, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the Gassman House meets the following criteria:

(e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance, and
(f) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

SECTION 2. The City Council finds that the Gassman House meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

(a) Location. The place where the historic property was constructed or the place where the historic event occurred;
(b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
(c) Setting. The physical environment of a historic property;
(d) Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property;
(e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory;
(f) Feeling. The property's expression of the aesthetic or historic sense of a particular period of time, and
(g) Association. The direct link between an important historic event or person and a historic property.

SECTION 3. The Gassman House, located upon the following described property, is hereby designated as a local landmark, and shall be added to the local register listing of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Designation Boundary

The official boundary of the local landmark designation shall encompass the entire parcel, generally described as Royal Poinciana Lots 145 and 146, and as depicted on Exhibit "A."

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to Form and Substance:

[Signature]
[City Attorney (or Designee)]

Date: 12/23/16

[Signature]
[Planning and Economic Development Department]

Date: 12/23/2016
The subject property is developed with a single-family residential building located 630 14th Avenue South. The property is designated Planned Redevelopment Residential on the City's Future Land Use Map (FLUM) and NT-2 (Neighborhood Traditional Single Family) on the City's Official Zoning Map. The proposed historic landmark designation will not affect the FLUM or zoning designations, thus will not affect any existing or future plans for the development of the City. The proposed landmark designation is consistent with Objective LU10, Policy LU10.1, Policy LU 2.3, and Policy HP2.6 of the City's Comprehensive Plan, shown below.

**OBJECTIVE LU10:** The historic resources locally designated by the St. Petersburg City Council and Community Preservation Commission shall be incorporated onto the Land Use Map or map series at the time of original adoption or through the amendment process and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

**Policy LU10.1** Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

**Policy LU2.3** The City shall provide technical assistance to applications for designation of local historic landmarks and districts.

**Policy HP2.6** Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria for City initiated landmark designations as a guideline for staff recommendations to the Community Preservation Commission and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support
Community Planning and Preservation Commission

630 14th Avenue South

AREA TO BE APPROVED,
SHOWN IN

CASE NUMBER
16-90300007

N
SCALE:
" = 200'
QUASI-JUDICIAL PUBLIC HEARING

A. City File HPC 16-90300007

Request: Owner request for a Local Landmark designation of the John Gassman House, located at 630 14th Avenue South.

Staff Presentation

Laura Duvekot gave a PowerPoint presentation based on the staff report. A letter in support of the designation was received from Florida Trust for Historic Preservation and copies were distributed to the CPPC members.

Applicant Presentation

Coy LaSister, owner, spoke in support of the designation request.

Public Hearing

Peter Belmont, representing St. Petersburg Preservation, spoke in support of the request.

Executive Session

MOTION: Commissioner Wolf moved and Commissioner Bell seconded a motion approving the Local Landmark designation in accordance with the staff report.

VOTE: YES – Bell, Burke, Michaels, Wolf, Wannemacher, Whiteman, Carter
NO – None

Motion passed by a vote of 7 to 0.
For Public Hearing and Recommendation to City Council on December 13, 2016 beginning at 3:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

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

CASE NO.: HPC 16-90300007
STREET ADDRESS: 630 14th Avenue South
LANDMARK: John Gassman House
OWNER/Applicant: Coy Murice LaSister
REQUEST: Local Landmark Designation of the John Gassman House

Gassman House, 630 14th Avenue South
BACKGROUND
On November 2, 2016, a Local Historic Landmark Designation Application was submitted for the Gassman House at 630 14th Avenue South ("the subject property") by Coy Murice LaSister, the property's owner. The application includes information on the house's history, architecture, and first occupant, John Gassman.

STAFF FINDINGS

Summary
Staff finds that the Gassman House, located at 630 14th Avenue South, is eligible for designation as a local historic landmark. Per St. Petersburg City Ordinance Section 16.30.070.2.5, local historic landmark eligibility is evaluated through a two-part test designed to evaluate age, context, and integrity. Under the first test, the local historic landmark designation application and supporting evidence demonstrate that the Gassman House is approximately 92 years old and satisfies Criteria E for local significance, which states that "Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance" as well as Criteria F, "It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials." The second test assesses a resource's integrity. At least one of seven factors of integrity (location, design, setting, materials, workmanship, feeling, and association) must be met in order for a potential landmark to be determined eligible. While some modifications have been made to the subject property over time, thus slightly diminishing certain aspects of its integrity, the Gassman House satisfies all seven factors overall.

Historical Overview
As downtown St. Petersburg grew during the 1910s, development to the south, in the general area of the subject property, occurred somewhat more slowly than it did to the north of downtown. Building in the area was initially limited by the presence of Salt Creek, a small stream connecting Lake Maggiore to Tampa Bay. Though the stream itself was relatively small, it was paralleled by a wide salt marsh that was prone to flooding. This problem was partially corrected when the portion of the marsh between Fourth Street South and Tampa Bay was filled in 1909 during the dredging project that created Bayboro Harbor. The flooding of the area that is now Bartlett Park was in the mid-1930s, when said park was created through joint efforts by the City and the Federal Government's Depression-era Works Progress Administration.1

The subject property was constructed beginning or before 1923, and competed in 1924. The subject property's earliest known owner, John Gassman, is presumed to be its builder. Gassman, sometimes spelled "Gessman" or "Gcossman" in records, immigrated to the United States from his native Switzerland in 1905.2 The motives for Gassman's relocation to the United States remain unknown, though an estimated 89,000 Swiss immigrants settled in the United States between 1891 and 1920, and records indicate that at least two of his siblings also left Switzerland and settled in the Northeastern U.S.3 In 1910, Gassman was noted by the Federal Census as living alone and operating a farm in Volusia County, Florida, which is located on the state's Atlantic

coast and approximately 150 miles from St. Petersburg. Gassman relocated to St. Petersburg before 1918, when he was listed on a World War I Registration Card as being a permanent resident of a home on 12th Avenue South (now 14th Avenue South) in St. Petersburg. In 1920, the Polk’s City Directory for St. Petersburg states that Gassman was a boarder at the 12th Avenue South residence, which was located between Fifth and Sixth Streets. A map of the block dating to 1918 confirms local property records’ indication that the subject property had not been constructed at the time, but shows a number of small, one-story wood frame dwellings along the 500 block. This evidence suggests that Gassman rented a room very close to the subject property, and likely during, its construction. The 1923 Sanborn Map of the block shows the subject property under construction, with concrete walls in place but no roof, and no street number yet assigned, indicating that the building was not yet inhabitable (Figure 1). This is consistent with the 1924 construction date listed in property records.

Though Gassman was listed as a farmer in 1910 Volusia County census records, all known documentation of his time in St. Petersburg, which spanned from or before 1918 until his death in 1956, suggest that his life here was dedicated to ship building. He was noted to have worked as a carpenter for first Avery & Roberts Company, and later Low’s Marine Way, Inc., both of which were ship building companies located in the adjacent Bayboro Harbor area. St. Petersburg’s ship building industry was strongest prior to World War I, but numerous companies remained operational along Bayboro Harbor for decades afterward, and it remains a small but significant industry in the area today. Located within a half-mile of these employers in a neighborhood popular with mechanics and tradesmen, the site of the subject property would have been a logical one for Gassman to build a home. In 1937, a neighborhood profile described the area as being primarily inhabited by “tourist class, clerical workers, and skilled mechanics.”

The subject property remained Gassman’s primary residence until the early 1940s or later; he was noted to reside at a house nearby at 646 Newton Avenue when he passed away in 1956.

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5 WWI Draft Registration Card for John Gassman, St. Petersburg, Pinellas County, Florida.
11 n.a., “Mapping Inequality: Redlining in New Deal America,” https://dsl.richmond.edu/panorama/redlining/#loc=15/27.7594/-82.6424&opacity=0.07&city=st.petersburg-fl&area=C6&sort=31&adimage=5/57/-105&text=intro.
The Newton residence does not appear on 1951 maps, so it is very possible that Gassman resided at the subject property into the 1950s.

Because of the organic nature of the area's development, and its streets' partial break with the city's primary grid, the subject property has had numerous addresses since its construction. The street it fronts, which is now 14th Avenue South, was originally 12th Avenue South, though it was sometimes referred to as Royal Palm Avenue. The subject property's house number was originally 524, though the number 638 was used beginning in 1925. Many of the city's discontinuous streets were renamed for consistency in 1928, bringing the address of 638 14th Avenue South into use. The house number 630, and, therefore, the present-day address of 630 14th Avenue South, has been in use since 1940 or earlier. A chronology of addresses used to describe the subject property's location is included in Appendix E.

**Architectural Description**

The subject property's primary form is essentially a square, which is two stories over a basement, with a three-story tower at the northeast corner (Figure 2). This mass is three bays wide and five deep. Its roof is flat and concealed by a parapet wall with continuous coping; a small cupola rises from the center of the roof, both providing views of the surroundings and illuminating the house's interior space.

The front porch is recessed into the first story and spans the full width of the north-facing façade. Its openings feature the horseshoe arch shape that is repeated throughout the building's fenestration; these openings feature metal railings that were likely added after construction. The porch is entered from the articulated northeast tower via concrete steps (Figure 3).

At the south (rear) elevation, the center bay is articulated and contains a rear entrance (Figure 4). Two windows at the west elevation's second story are articulated, forming a bay window of sorts (Figure 5). The horseshoe arch recurs throughout all of the building's fenestration, with the exception of the circular windows at the third story of the northeast tower and the rectangular, horizontally-sliding windows at basement level. The repetition of this unusual detail creates a remarkable and striking rhythm and is the most noteworthy element of the subject property.
Alterations

As discussed further below, the subject property retains sufficient integrity to convey its historic significance. However, certain modifications and alterations have been made over time and should be noted. Two small outbuildings were once located near the southern edge of the property. The first, a small, one-story wood frame shed, is highlighted in blue in Figure 7. It appears on the 1923 Sanborn Map of the area, meaning that it was constructed at or before the time of the main house’s construction in 1923-1924. It was demolished after 1951. The second outbuilding, a one-story concrete block garage at the southeast corner of the property, is highlighted in green in Figure 7. This garage was constructed in 1938 and demolished in 2007. Based on early maps, it appears that the 1938 garage replaced a smaller building in the same place. The 1938 garage’s concrete foundation remains on the property. Both of these outbuildings were very simple and utilitarian in nature. Their demolition does not affect the integrity of the main house, and does not reduce the integrity of the subject property as a whole to such an extent as to disqualify it from landmark eligibility.

In addition to these removed outbuildings, several elements of the house itself have been altered. A capped, stucco chimney which once rose from the flat surface of the roof’s turf was removed after 1977. Four of the subject property’s historic windows have been replaced with fixed light windows to allow for the installation of air conditioners and a modern bathroom window (Figure 6). Incredibly, the subject property’s current owner was able to locate the original windows and intends to reinstall them at a future date. The remaining 28 of the building’s 32 original windows...
windows remain in place. The building's doors have been replaced with non-historic single-action wood doors. Non-historic screens have been cut to fit inside several of the window openings but are removable and, therefore, not considered to be an irreversible alteration.

**Statement of Significance**

A determination of local register eligibility is generally based upon a two-part test, which first assesses a resource's historic significance in accordance with St. Petersburg's Code of Ordinances' Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5. A resource must have been constructed at least 50 years before consideration; the Gassman House's completion date of 1924 makes it 92 years old. A resource's historic significance is then evaluated through the lens of nine criteria, of which it must meet at least one. The Gassman House is significant at the local level in the area of architecture because of its unique and distinctive design, which clearly depicts the influence of the Moorish Revival trend in architecture on its builder. It meets the following criteria for local historic landmark designation:

(e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

and

(f) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

Though early twentieth century residences exhibiting Moorish influences are rare, they are representative of a national trend through which architects and builders sought to embrace new aesthetics and push the boundaries of architectural creativity with a group of styles known collectively as Exotic Revivals. Included in this family are styles such as Mayan Revival, Egyptian Revival, Byzantine Revival, East Asian Eclectic, and Tiki-Polynesian, as well as Moorish Revival.14 Nationally, Exotic Revival styles experienced two distinct periods of popularity.15 The first, which spanned roughly 1830-1850, paralleled an era of European imperialism and major discoveries in the emerging field of archeology. As public awareness and excitement about new and foreign places grew, indigenous architecture and newly-unearthed aesthetics borrowed from ancient sites were incorporated into American buildings and artwork.16 This first period of popularity, however, predated the establishment of St. Petersburg, so no resources dating to that era were constructed in the city.

Exotic Revivals' second era of national popularity spanned the 1920s, a time during which the American public was ready to embrace even more imaginative, almost theatrical styles.17 Nationwide, Exotic Revival buildings constructed during this second wave of popularity tended to be large-scale civic buildings or take new, grand forms such as skyscrapers or movie theaters because of the styles' tendency toward opulence and flamboyance.18

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16 City of Los Angeles, 5.
17 Ibid, 6.
18 Ibid, 6.
The trend's popularity coincided with a time of rapid growth across Florida and within the Sunshine City, whose population ballooned from under 15,000 in 1920 to over 30,000 residents in 1926. The state's sunny climate and Spanish roots lent themselves well to Spanish, Italianate, and Mediterranean architectural influences, and the Mediterranean Revival style that emerged was so prevalent during these boom years that the time has sometimes been referred to as the "Spanish boom." In Florida, buildings of all sizes, including a large number of the single family houses that were rapidly constructed during the boom, integrated Mediterranean Revival influence into their designs. Elements of the style were often inexpensively applied to the buildings constructed during the era, whereas many of St. Petersburg's grand, high-style resorts, residences, and commercial buildings dating to the 1920s boom feature much more ornate Mediterranean details.

Although Moorish influences are not uncommonly found in Mediterranean Revival buildings, examples of buildings that attempt to more fully embrace the Moorish Revival style are rare. American buildings that are classified as exhibiting the Moorish Revival style often take inspiration from multiple Eastern cultures in addition to predominant Moorish decoration. Some of the most noteworthy examples of Moorish Revival architecture in Florida are found in the Miami-area city of Opa-Locka, which was developed in the mid-1920s by developer Glenn Curtiss. Curtiss, who had made his fortune in aviation, was also the investor behind the nearby cities of Hialeah, which took a Spanish Mission architecture theme, and Country Club Estates (later renamed Miami Springs), with a planned theme of Pueblo Revival architecture. Opa-Locka was designed by architect Bernhardt E. Muller and city planner Clinton McKenzie. The city's theme was inspired by Curtiss's reading of *The 1001 Tales of the Arabian Nights*, and its architecture features an imaginative mixture of domes, minarets, crenelated parapets, and Saracenic arches. A total of 86 buildings were designed at a range of scales during initial development, which was brought to an abrupt halt by the hurricane of 1926 and the harsh economic times that followed. Many of the original buildings have since been altered or destroyed, but recent decades have brought renewed interest to the development's architectural history.

A grand example of the Moorish Revival style can be found in the Sunset Golf and Country Club Clubhouse (Figure 8), which is a St. Petersburg Local Historic Landmark (HPC 93-08). The Sunset Clubhouse was constructed in 1926 at the end of Snell Isle Boulevard, and intended to be the focal point of the Snell Isle development. It features a towering minaret, an onion dome, and horseshoe arches, which, combine to give it a fanciful and romantic appearance. Many of C. Perry Snell's residential designs feature elements of the Moorish Revival style, but overall are classified as the more common and less theatrical Mediterranean Revival. A second example of Moorish Revival style within St. Petersburg is the Jungle Prado (Figure 9), which was designed by Henry Taylor and constructed circa 1925 for Walter P. Fuller. The building features prominent minarets and horseshoe arches, and was the first shopping center built in Pinellas County. The Jungle Prado is not designated as a Local Historic Landmark, but is considered to be a significant example of Moorish Revival architecture in the city.

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19 Arsenault, 190.
but was noted as eligible for such during a 1999-2000 assessment of the city's resources and is on St. Petersburg's List of Eligible Properties.  

Like most of the Exotic Revival architecture of the 1920s, the Sunset Clubhouse and Jungle Prada are both examples of larger-scale buildings constructed for public use. The Gassman House does not fit into this trend within an already rare style of architecture, making it an even more unusual and noteworthy historic residential resource. Although its construction, which began in 1923 or earlier and was completed in 1924, predated the other local examples of Moorish Revival style discussed above, the Gassman House's unusual fenestration makes clear that the builder was influenced by the trend. Despite the subject property's overall restrained form and lack of additional ornamentation, the striking pattern of its horseshoe fenestration gives a remarkable and distinct appearance to the building as a whole.

The property is not an example of high-style Moorish Revival architecture, but, rather, is significant for its imaginative application of a contemporary aesthetic trend into what might otherwise have been a relatively ordinary Masonry Vernacular building. The subject property serves as an unexpected addition to its surroundings, which are, for the most part, fairly typical for a modest early-twentieth century residential neighborhood. The Gassman House is placed on a double lot, further emphasizing its commanding presence. In the 1930 Census, the subject property's value is listed as $4,000, which would be roughly $55,000 in 2016. The neighboring homes listed on the same page of the Census enumeration are noted to have values ranging from approximately $400 ($5,500 in 2016) to $5,000 ($68,800), with an average of $3,190 ($43,900). Though this sample is small and unscientific, it highlights the subject property's role as one of the area's finest homes dating to the 1920s.

Character-Defining Features
The Gassman House is an unusual example of a Moorish Revival style single family residence constructed during the early 1920s, which was a period of great growth in St. Petersburg. The subject property's imaginative architecture both sets it apart from the many homes constructed

24 City of Los Angeles, 23.
during the era, and ties it to the period’s spirit of aesthetic experimentation and vision of Florida as a fantasyland. The property’s character-defining features include:

- Two-story form with basement,
- Three-story square corner tower with oxeye windows,
- Rooftop cupola,
- Flat roof with parapet wall and coping,
- Stucco exterior treatment,
- Open porch with horseshoe arch openings, and
- Horseshoe arch-shaped four-light wood-framed casement windows.

**Integrity**

Per St. Petersburg’s Code of Ordinances’ Historic and Archaeological Preservation Overlay, Section 16.30.070.2.5, seven factors of integrity shall be considered once a resource is determined to meet one or more of the criteria for historic significance. However, because of their subjective nature, integrity of feeling and association, without meeting at least one other factor, are insufficient for designation. As shown below, the subject property meets all seven factors of integrity.

<table>
<thead>
<tr>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling</th>
<th>Association</th>
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</table>

**Location:** The subject property remains in its historic location.

**Design:** The subject property retains the character-defining features which convey the significance and uniqueness of its design.

**Setting:** The area immediately surrounding the subject property was historically, and continues to be, a residential community consisting almost entirely of single-family residences. Another unique resource within the community, the former Coca-Cola Bottling Plant at 633 14th Avenue South, remains in place directly across the street from the subject property, though it has been adaptively reused as a residential property. Additionally, the subject property retains its wide, double parcel lot, which has emphasized its captivating presence on the street since its construction in 1924.

**Materials & Workmanship:** Despite the alterations discussed above, the subject property retains its historic materials overall, including exterior stucco treatment and its historic wood windows. The current owner is in possession of the original windows that were removed and intends to replace them. The historic workmanship of the building is visible through these well-preserved elements.

**Feeling & Association:** The subject property successfully conveys its historic character and provides a visual connection to its origin as an early-twentieth century home with Exotic Revival influences.

**PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION**

The proposed local landmark designation was submitted and is supported by the subject property’s owner, Coy M. LaSister.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city, some relief from the requirements of the Florida
Building Code and FEMA regulations, and tax incentives, such as the local ad valorem tax exemption and federal tax credit for qualified rehabilitation projects. Mr. LaSister intends to take advantage of the ad valorem tax exemption for an upcoming rehabilitation project.

**Consistency with Comprehensive Plan**

The proposed local landmark designation is consistent with the City's Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The proposed local landmark designation, will not affect the FLUM or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed local landmark designation is consistent with the following:

**OBJECTIVE LU10:** The historic resources locally designated by the St. Petersburg City Council and the commission designated in the LDRs, shall be incorporated into the Comprehensive Plan map series at the time of original adoption or through the amendment process and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

**Policy LU10.1** Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

**Policy HP2.3** The City shall provide technical assistance to applications for designation of historic structures and districts.

**Policy HP2.6** Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria for City initiated landmark designations as a guideline for staff recommendations to the Community Planning and Preservation Commission and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

**Relationship between the Proposed Designation and Existing and Future Plans for City Development**

The subject property has a Future Land Use Plan designation of PR-R (Planned Redevelopment Residential) and is zoned NT-2 (Neighborhood Traditional Single Family) on the City's Official Zoning Map. Density is limited to fifteen (15) residential dwelling units per acre, and driveways, garages, and utility uses are limited to the rear of the property. The typical lot here is narrow residential urban with sidewalk and alley connections common. Neighborhoods in the NT districts were generally platted before or during the 1920s, prior to mainstream automobile ownership. The majority of residences in these areas were constructed prior to 1950, which renders a compactness that is atypical of more recent suburban development patterns. As a result, age and service-related improvements to roads, sidewalks, and public infrastructure are expected and
ongoing as part of normal wear and demands on public systems. There are no known plans at
the time of this report to change the allowable use(s) of the subject property, or properties
contiguous to it. However, ongoing new development and redevelopment of properties within the
neighborhood and the nearby downtown area are planned or in process, with new proposals
anticipated as part of a currently robust real estate economy.

CONCLUSIONS & STAFF RECOMMENDATION

Staff recommends approval of the request to designate the Gassman House, located at 630 14th
Avenue South, as a local historic landmark, thereby referring the application to City Council for
first and second reading and public hearing.

ATTACHMENTS

Appendix A  Aerial and Street Maps
Appendix B  Designation Application
Appendix C  Additional Photographs
Appendix D  Public Comments
Appendix E  Supporting Information
REFERENCES


_____.


"Mapping Inequality: Redlining in New Deal America." [https://dsl.richmond.edu/panorama/redlining/#loc15/27.7594!-82.6424&opacity=0.07&city=st.petersburg-fl&area=C6&sort=31&adimaqe=5/57/-105&text=intro](https://dsl.richmond.edu/panorama/redlining/#loc15/27.7594!-82.6424&opacity=0.07&city=st.petersburg-fl&area=C6&sort=31&adimaqe=5/57/-105&text=intro)


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Appendix A: Aerial and Street Maps
Appendix B: Designation Application
Local Landmark Designation Application

1. NAME AND LOCATION OF PROPERTY
   - historic name: The John Gassman House
   - address: 630 14th Avenue South St. Petersburg, Florida 33701-5404
   - historic address: Royal Palms Way

2. PROPERTY OWNER(S) NAME AND ADDRESS
   - name: Mr. Coy Murice LaSister
   - street and number: 630 14th Avenue South
   - city or town: St. Petersburg
   - state: Florida
   - zip code: 33701-5404
   - phone number (h): 7274099835
   - phone number (w): 3477493484
   - e-mail: lasueur55@hotmail.com

3. NOMINATION PREPARED BY
   - name/title: Ms. Laura Duvekot, Historic Preservationist II
   - organization: City of St. Petersburg, Urban Planning & Historic Preservation
   - street and number: 4th Street North
   - city or town: St. Petersburg
   - state: Florida
   - zip code: 33701
   - phone number (h): 7278925451
   - e-mail: laura.duvekot@stpete.org

4. BOUNDARY DESCRIPTION AND JUSTIFICATION
   Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

SEE ATTACHED PROPERTY SURVEY

5. GEOGRAPHICAL DATA
   - acreage of property
   - property identification number: 303117774000001450
The John Gassman House
Name of Property

6. FUNCTION OR USE

<table>
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<td>Single Family Residential Home</td>
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7. DESCRIPTION

Architectural Classification
(See Appendix A for list)

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Narrative Description
On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

8. NUMBER OF RESOURCES WITHIN PROPERTY

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</table>
The John Gassman House

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance
(mark one or more boxes for the appropriate criteria)

☑ Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.

☑ Its location is the site of a significant local, state, or national event.

☑ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.

☑ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.

☑ Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

☑ It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

☑ Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.

☑ Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

☑ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Areas of Significance
(see Attachment B for detailed list of categories)

1923-1924

Boat/Ship Building & Maritime

Period of Significance
1920s

Significant Dates (date constructed & altered)

Significant Person(s)
Mr. John Gassman
Mr. John Gassman - Boat/Ship Builder Carpenter

Cultural Affiliation/Historic Period
Boat Building, Maritime Era

Builder

Architect

Narrative Statement of Significance

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known. Please use parenthetical notations, footnotes or endnotes for citations of work used.)

10. MAJOR BIBLIOGRAPHICAL REFERENCES

Please list bibliographical references.
St. Petersburg Local Landmark Designation Application

Name of property **THE JOHN GASSMERE HOUSE**

Continuation Section

*See attached statement of significance*

Pages: 1-4
John Gassman Historic House

Local Landmark Designation

John Gassman Historic House  ca. 1923-1924
630 14th Avenue South
St. Petersburg, Florida  33701

Prepared By Coy M. LaSister

Architectural Description and Significance of Historic House

The John Gassman Historic House built in circa 1923-24 is significant as a fine example of Moorish Revival or Neo-Moorish exotic architecture, common to Spain and North Africa from the 13th and 16th centuries characterized by distinctive and elegant multifoil horseshoe shaped arches and window tracery fenestration. The Moorish Revival or Neo-Moorish architecture was adopted by architects of Europe and the Americas in the wake of Romanticist fascination with all things oriental and exotic. It reached the height of its popularity after the mid-nineteenth century, part of the widening vocabulary of articulated decorative ornament drawn from historical sources beyond familiar Classical and Gothic modes. Moorish architecture is a variation of Islamic architecture with many motifs or repeated patterns. Moorish Revival much like Mediterranean Revival structures combining Churrigueraesque, Spanish Mission and Italian Revival styles were constructed, particularly in coastal communities throughout the States of Florida and California which fit well with the popular notion that Moorish and Mediterranean architecture goes best with palms, bamboos and brilliant sunshine climate.

The John Gassman House, one of three Moorish Revival buildings in the City of St. Petersburg, is a two-story concrete block and stucco masonry single-family house built with a scale of spacious and gracious proportions. The Gassman historic house built in 1923-24 on what was once known as 12th Avenue South (Royal Palms Way). The 1923 Sanborn Map, sheet 212 shows only the concrete walls construction of the house. The 1951 Sanborn Map, sheet 212 shows the fully constructed house at 600 14th Avenue South with two structures on the property, one a car garage and a smaller building. The house address was changed to 630 14th Avenue South which remains today situated on a double lots 145-146 in the Royal Poinciana subdivision with a green scenic country style landscape picturesque setting under a canopy of mature royal palm trees and bird of paradise plants to delight the eyes. John Gassman according to the 1930 Census, paid four thousand dollars ($4,000) to construct the house which was rare on a carpenter's salary in 1920's

The Gassman House is a symmetrical shaped square block construction containing thirty-two (32) finely placed Moorish Keyhole shaped horseshoe arched repeated pattern window fenestration along the façade, east, west, and south elevations of the building. The entire structure is built on a concrete base foundation which allows for a large basement space both rare and unique to homes built during the Real Estate Boom of the 1920's and today in the City of St. Petersburg and many Florida coastal communities.
John Gassman Historic House

The entrance of the Gassman House building contains two flowing staircases leading to a porch/patio with intersecting Moorish horseshoe shaped arches along the façade, east and west elevations. This house was built off the ground so cooling air could surround it with lots of windows for cross ventilation to make it comfortable in the Florida heat. The structure contains an imposing bell tower to stand out in both design and composition which rises above the roof line containing two round four light windows at the east elevation and façade. A ornamental cupola structure or commonly known as a “belvedere or widows walk” architectural feature dates back to ancient Rome and 8th century Islamic architecture sits on top of the larger flat roof structure of the house. The cupola which can be reached by climbing a stairway inside the house contains four windows to provide a natural light source to illuminate the interior spaces below and provide ventilation in humid climates. The cupola architectural feature historically and functionally served as a belfry or lantern artistic and creative status symbol over the main roof to provide a commanding vantage point and view over the coastal area to see the movement of ships, boats and maritime activities in Tampa Bay.

In the 1920-30's economy, house construction represented in the John Gassman House favored concrete block and white stucco as a material for simple and inexpensive treatment to provide extraordinary durability and strength against humidity, fire and hurricanes. The concrete blocks made from Portland cement and crushed coquina shells were readily available and poured by hand to hardened enough over 48 hours to pour the next course until the desired height was reached for the house. The masons employed to construct the house used newspaper of the day in the 1920's which some news print can still be seen in the basement of the house. The basement of the house contains a number of windows to provide ventilation. The basement floor contains an interesting channel system built to apparently move any accumulation of water to two sump pump pit hole to remove such water away from the building leaving the basement dry.

John Gassman in 1938 paid three hundred dollars ($300) to construct a two car garage on the property east of the main house according to the property card. The car garage has since been demolished by a previous owner in 2007 due to its deteriorated conditions.

The exterior of the house has changed very little from the original construction, except the chimney which is shown in a photograph in the Florida Master Site File was removed sometime after the 1970's. A previous owner in 2007, removed an ornate interior ceiling chandelier in the first floor living room and four wood/metal windows at the rear elevation of the property to incorporate three window air conditioner units and a modern bathroom window. The good news is the current owner found some of the historic metal and wood windows for possible restoration and preservation of the missing original windows. However, the majority of the original thirty-two (32) windows are in fair to good condition requiring some restoration and preservation work.

The entrance doorways at the raised foundation porch/patio have undergone some modifications through the succession of owners but retains some original features. The original staircases to the second floor and to the cupola or belvedere, widow walk are still intact and retains their original features. The cupola has four windows to view the
John Gassman Historic House  Local Landmark Designation

surrounding Bartlett Park neighborhood. The bell tower at the roof level has a doorway which provides access to a small room with light from the two round windows.

The Bartlett Park neighborhood contains a number of conforming and non-conforming residential structures representing historic 1920-30 single family homes and more modern single family residences. The Bottling Works Building at 639 14th Avenue South directly across the street from the John Gassman House was used by the Coca-Cola Bottling Company for its bottling and warehouse distribution operations.

John Gassman Significance to Ship Building and Maritime History

John Gassman is significant for his association and contributions to boat building and maritime history of the City of St. Petersburg and the State of Florida. John Gassman born on October 13, 1880 immigrated in 1914 to the United States from the City of Triengen, Switzerland and took up residency in the City of St. Petersburg, Florida. In 1917-18, John Gassman, filed a U.S. World War I Registration Card showing his residency at 12th Avenue South, St. Petersburg, Florida with employment as a carpenter for the Avery & Roberts Marine Way Company and listing Joseph Gassman as his brother residing in Trenton, New Jersey.

As a young man, John Gassman in 1920 worked as a carpenter using his skills to build and repair sail boats and maritime vessels for the firm of Avery & Roberts Marine Ways Company located according to the City Directory on 12th Avenue South between 5th & 6th Streets South, St. Petersburg. The Avery & Roberts Marine Ways Company like other boatbuilding small businesses contributed to the maritime history of the City of St, Petersburg and the development of Southeast neighborhood by employing John Gassman and other boatbuilding tradesmen in which today traditional contains a number of boat businesses because of its waterfront access for yachtsmen and boat owners along the Bayboro Harbor and Tampa Bay waterfront and shoreline.

In 1927 "Florida Engineers and Consultant" magazine declared that "St. Petersburg now may well be called the yachtsman's paradise." Indeed. In 1930, the St. Petersburg Yacht Club sponsors a race with eleven boats participating from St. Petersburg to Havana, Cuba along a 284-mile course divided into two classes: boats under 50 feet in length and those between 50 and 85 feet.

Obviously, St. Petersburg was becoming a popular vacation stop for private sailing vessels. From 1926 to 1936, many boats owned by the wealthy vacationers were docked here for the winter at docks along the Tampa Bay waterfront. Boat builders could repair and rebuild these boats in St. Petersburg so wealthy snowbirds from northern states could enjoy sailing during the spring and summer months.

During the wartime period, St. Petersburg waterfront provided a strategic location along the Tampa Bay and Bayboro waterfront allowing maritime and boat building businesses to thrive.
John Gassman, at age 62, continued his work as a carpenter for the Low's Marine Ways Company located in the same vicinity of his residency at 630 14th Avenue South as listed in the 1942 City Directory.

The maritime history of Southeast St. Petersburg was further enhanced by the Maritime Service Training Station now occupied by the University of South Florida's College of Marine Science from 1938 to 1950 trained more than 25,000 men and its financial impact helped shape downtown St. Petersburg as it is today.

It is no wonder that John Gassman's association with boat building and maritime history of the City of St. Petersburg shaped his vision and building of the historic house at 630 14th Avenue South with such unique and rare Moorish arched windows, cupola and bell tower style significant architectural features.

In 1956 according to his obituary, John Gassman died at age 75, but left a towering and stately legacy as represented in the historic house at 630 14th Avenue South for future generations to understand and appreciate the exotic Moorish Revival architecture and his contributions to the boat building trade, maritime history and development of the City of St. Petersburg, Florida.

The John Gassman House, like many significant and distinctive historic residential houses in the words of former Mayor Baker are "Historic Buildings in our city as archives of our character... a link connecting those who came before us to our future generations." The John Gassman House is significant for its quality architecture, method of construction and retained distinguishing characteristics as Moorish Revival architecture valuable to the cultural and architectural heritage of the city, state and nation. John Gassman's work as a carpenter and ship builder influenced the development and importance to the maritime history of St. Petersburg and the State of Florida, thus making this historic building worthy of designation as a local historic landmark in the City of St. Petersburg, Pinellas County, Florida.
TRANSMITTAL MEMORANDUM

TO: Ms. Laura Duvekot
   Historic Preservationist II
   Urban Planning & Historic Preservation
   City of St. Petersburg, Florida

FROM: Mr. Coy M. LaSister
       Property Owner
       630 14th Avenue South

RE: John Gassman Historic House – Local Landmark Designation Application

DATE: October 31, 2016

Please see attached the local landmark application, fee check and a draft narrative description of the architectural and historical significance of the John Gassman House for your review, comments and consideration. The challenge to the Urban Planning and Historic Preservation Department is to uncover some of the missing information outlined below to provide a fuller picture of the historical references to the architectural significance and the importance of John Gassman and his association with the two ship/boat building maritime businesses that employed him.

1.) The reference to other Moorish Revival architecture and historic buildings of similar or its uniqueness in the City of St. Petersburg;
2.) Architect and Builder of the John Gassman House, i.e., location of building plans or earlier photographs;
3.) Gassman House in the context of the historic nature and composition of the Bartlett Park Neighborhood and Royal Poinciana Subdivision;
4.) Maritime Importance of the ship/boat building work and businesses of Avery & Roberts Marine Ways Company and the Low's Marine Way located on Royal Palms Way.

What puzzles and intrigues me is why John Gassman made the decision to come to America from Switzerland and settle in the City of St. Petersburg, Florida. What made him decide on constructing a Moorish Revival architectural style building? If we are lucky to find this additional information, it would help to tell his story to the residents and visitors as to how life was in the 1920’s and add to the cultural heritage and maritime history of the City of St. Petersburg and the State of Florida.

I would like to see a draft of the staff report before you present it to the Community Planning and Preservation Commission to ensure it represents a very good reflection of the architectural/historical significance and its importance to the City of St. Petersburg ship/boat building and maritime history of State of Florida.
Should you have any questions or require further clarification, please contact me at (727) 409-9835 or (347) 749-3484 cell. Thank you for your assistance and your important historic preservation work you do for the City of St. Petersburg.

Cc: Mr. Derek S. Kilborn, Manager, Urban Planning & Historic Preservation Property File
Mr. Coy M. LaSister
Property Owner
The John Gassman Historic House

Mr. Coy M. LaSister has been involved with historic preservation since 1977. After graduating from Northeastern University, Boston, Massachusetts, Mr. LaSister's first job out of college was as a Grants Coordinator for the Massachusetts Historic Commission under the Secretary of State's Office administering the United States Department of Interior's Historic Preservation Grant-In-Aid Program. Mr. LaSister was instrumental in completing 35 historic preservation and rehabilitation grant projects consisting of $35 million dollars in public/private investments on behalf of the citizens and property owners of Boston and the State of Massachusetts.

Upon returning to his birthplace and home town, Harlem, New York City, Coy LaSister was appointed Market Director by the Honorable Edward I. Koch, New York City Mayor, responsible for the management and development of the City's wholesale food markets including the Hunts Point Food Distribution Center, the nation's largest market and food center. Shortly after the election of the Honorable David N. Dinkins, as the first African American New York City Mayor, Coy LaSister was appointed as Assistant Commissioner responsible for small business, neighborhood markets, and street vending program initiatives in twenty city agencies.

Mr. LaSister after leaving government public service started his private sector career in real property management handling a 2.1 million square foot property portfolio involving Class A office buildings in Chicago, Boston and New York owned by Chemical Bank, TIAA-CREF and Calpers public pension funds.

Mr. LaSister left that property management assignment to start his own property development and management firm in Harlem. He was selected by the City of New York as a "Neighborhood Entrepreneur" in 2000. With the support and assistance from his Brother Knox and Mother Myra, LaSister, Mr. LaSister was successful in the preservation and rehabilitation of four historic multi-family residential buildings and seven historic brownstone buildings into affordable housing benefiting low-moderate income Central Harlem residents and the citizens of New York City.

Moving to the City of St. Petersburg, Florida provided Mr. LaSister a unique opportunity when he was appointed to serve on the Mayor's Ad hoc South St. Petersburg Planning Committee by the Honorable Mayor Rick Kriseman. Mr. LaSister was then appointed by the Pinellas County Board of Commissioners to continue his public service as a member of the Citizens Advisory Committee for the South St. Petersburg Community Redevelopment Area (CRA).

"I am pleased to continue my passion for historic preservation as a homeowner through the local historic landmark designation and preservation of the architectural and historic maritime significance of the John Gassman Historic House in the City of St. Petersburg, Florida."
PHOTO CREDITS:
ROYAL PALMS CANOPY SCENIC VIEW
630 14TH AVENUE SOUTH
ST. PETERSBURG, FLORIDA 33701
TAKEN BY COY M. LASISTER
PROPERTY OWNER
OCTOBER 2014
PHOTO CREDITS:
FRONT PORCH SHOWING MOORISH KEYHOLE HORSESHOE SHAPED ARCHES
630 14TH AVENUE SOUTH
ST. PETERSBURG, FLORIDA 33701
TAKEN BY COY M. LASISTER
PROPERTY OWNER
OCTOBER, 2014
PHOTO CREDITS:
FRONT PORCH SHOWING MOORISH KEYHOLE HORSESHOE SHAPED ARCHES
630 14TH AVENUE SOUTH
ST. PETERSBURG, FLORIDA 33701
TAKEN BY COY M. LASISTER
PROPERTY OWNER
OCTOBER, 2014
Appendix C: Additional Photographs
Photograph 1: Entrance and tower, northeast corner

Photograph 2: North façade (left) and west elevation (right)
Photograph 3: Porch details, northwest corner

Photograph 4: Entrance steps, northeast corner
Photograph 5: Entrance Steps, northeast corner

Photograph 6: Northeast tower
Photograph 7: Detail of historic windows with (left) and without (right) added screens

Photograph 8: East elevation
Photograph 9: Foundation of 1938 garage building, southeast corner of property

Photograph 10: Detail of replaced window at south elevation
Photograph 11: South elevation

Photograph 12: Detail of “bay” windows
Photograph 13: Original windows obtained by owner, to be refurbished and reinstalled in historic location

Photograph 14: Detail of original windows, west elevation
Appendix D: Public Comment

No public comment has been received as of December 5, 2016.
Appendix E: Supporting Information
**Property Timeline**

October 13, 1880  
John Gassman born in Triengen, Switzerland

1891-1920  
89,000 Swiss immigrants settle in United States

1905  
John Gassman moves to the United States

1910  
Per US Census: John Gassman (spelled "Gessman") listed as living alone and operating own farm in Volusia County, FL.

1918  
600 block of 12th Avenue South (subject property) empty on Sanborns. Several small frame dwellings shown on 500 block of 12th Avenue South.

1918  
WWI Registration card lists John Gassman as carpenter w/ Avery Roberts/resident of 12th Avenue South

1920  
John Gassman residing on 12th Avenue South between Fifth and Sixth Streets and working as carpenter at Avery & Roberts Co per Polk's City Directory

1923-1924  
Construction of subject property

1923  
Building's footprint visible (marked "concrete walls") but no house number on Sanborn Map. Street is 12th Av. S. (Royal Palm Av.)

1924  
First documentation of John Gassman residing at 524 12th Avenue South (subject property) in Polk's City Directory

1928  
12th Avenue South between Tampa Bay and Ninth Street South renamed 14th Avenue South

1930  
US Census lists 49-year-old John Gassman as owner and sole occupant of 636 14th Ave S, valued at $4,000. Working as motor boat builder, came to USA from Switzerland in 1905

1940  
US Census Lists John Gassman as owner and sole occupant of 630 14th Avenue South

1942  
John Gassman noted to reside at 630 14th Avenue South and work as carpenter a: Low's Marine Ways Inc in Polk's City Directory

1951  
House shown with concrete block garage and 1-story shed as 630 (600) 14th Avenue South.

October 6, 1956  
October 6 – John Gassman, of 646 Newton Avenue South, dies at local hospital.
Item 1: 1910 Census entry for John Gassman
Item 2: 1930 Census entry for John Gassman
Item 3: 1918 Sanborn Map of subject property and vicinity

Item 4: 1923 Sanborn Map, subject property highlighted
APPENDIX C

Item 5: 1951 Sanborn Map, subject property highlighted

John Gassman, 75

John Gassman, 75, 646 Newton Avenue South, a resident here for 45 years and a native of Triengen, Switzerland, died Saturday in a local hospital.

Mr. Gassman was a ship builder.

Surviving are two sisters, Mrs. E. Anginoni, Forest Hills, Long Island, N.Y.,* and Mrs. Anna Schoch, Winterthur, Switzerland.

*The family requests that flowers be omitted. Wilhelm Funeral Home is in charge of arrangements.

Item 6: Obituary for John Gassman from St. Petersburg Times, October 8, 1956

Subject Property Address Chronology

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1923-1924</td>
<td>524 12th Avenue South</td>
</tr>
<tr>
<td>Possibly early on</td>
<td>524 Royal Palm South</td>
</tr>
<tr>
<td>1925-1928</td>
<td>638 12th Avenue South</td>
</tr>
<tr>
<td>1928-1930 or later</td>
<td>638 14th Avenue South</td>
</tr>
<tr>
<td>1940 or earlier-Present</td>
<td>630 14th Avenue South</td>
</tr>
</tbody>
</table>
TO: The Honorable Chair and Members of City Council

SUBJECT: City File LDR-2016-02: City-initiated application amending the St. Petersburg City Code, Chapter 16, Land Development Regulations ("LDRs") pertaining to self-storage facilities when located within the RC-1, RC-2, RC-3 (Retail Center) and CCS-2 (Corridor Commercial Suburban) zoning classifications and designated activity centers.

REQUEST: First reading of the attached ordinance amending the St. Petersburg City Code, Chapter 16, LDRs, to eliminate self-storage facilities as a permitted, principle use and allow as an accessory use when located within the RC-1, RC-2, RC-3 (Retail Center) and CCS-2 (Corridor Commercial Suburban) zoning classifications. Further, this amendment includes additional use restrictions and use-specific development standards when located within a designated activity center.

RECOMMENDATION:

Administration:
The Administration recommends APPROVAL.

Development Review Commission:
On March 2, 2016, the DRC reviewed the proposed amendments and voted unanimously to make a finding of consistency with the City’s Comprehensive Plan.

Public Notice:
• In accordance with City policy, e-mail notification of this amendment request was originally sent on February 21, 2016, to the following external individuals and organizations: Council of Neighborhood Associations; Central Avenue Council, Downtown Neighborhood Associations; Downtown Residents Civic Association; Federation of Inner City Community Organizations; St. Petersburg Area Chamber of Commerce; St. Petersburg Downtown Partnership; Pinellas Realtors Organization; and the Chair of the City’s Development Review Commission.
Citizen Input:

As of this writing, the City received one phone call requesting more information.

Recommended City Council Action:

1. CONDUCT the first reading of the proposed ordinance; and

Attachments: Ordinance
DRC Staff Report
Housing Impact Statement
ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING THE CITY CODE; CHANGING THE USE MATRIX RELATING TO PERMITTED USES; AMENDING USE SPECIFIC DEVELOPMENT STANDARDS FOR "STORAGE, SELF"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The allowable uses for ‘Storage, Self / Mini Warehouse’ for the CCS-2, RC-1, RC-2 and RC-3 zoning districts in the matrix in Section 16.10.020.1 of the St. Petersburg City Code are hereby amended to read as follows:

CCS-2 from P to A
RC-1, RC-2, RC-3 from P to A

Section 2. Section 16.10.020.1 of the St. Petersburg City Code pertaining to the definition for self-storage is hereby amended to read as follows:

Establishments consisting of a building(s) containing separate storage units of less than 400 square feet each and which are used for storage of personal property, subject to the applicable use restrictions set forth in this Chapter. Additional use restrictions apply when located within a designated activity center. (See Use Specific Development Standards)

Section 3. Section 16.50.400.1 of the St. Petersburg City Code pertaining to use specific development standards for self-storage is hereby amended to add the following sub-section:

16.50.400.5 – Located within a designated activity center.

A. When located within a designated activity center, identified by the City of St. Petersburg’s Comprehensive Plan and shown on the Future Land Use Map:

1. Self-storage uses shall not exceed 25 percent (%) of the floor area of the allowable principal use.

Section 4. Coding: 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 5. 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 6. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until

LDR 2016-02: Use Amendments RE Self Storage Facilities
Section Nos. 16.20.010.1 and 16.50.400
the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (designee)
APPLICATION: LDR 2016-02

APPLICANT: City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701

REQUEST: Amend the City of St. Petersburg’s Land Development Regulations ("LDRs") to eliminate self-storage facilities as a permitted, principal use and allow as an accessory use when located within the RC-1, RC-2, RC-3 (Retail Center) and CCS-2 (Corridor Commercial Suburban) zoning classifications. Further, this amendment includes an additional restriction limiting self-storage to no more than 25 percent (%) of the floor area of the allowable principal use or uses when located within a designated activity center.

AUTHORITY: Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the Land Development Regulation Commission ("LDRC"), is responsible for reviewing proposed amendments to the LDRs, confirming consistency with the City of St. Petersburg’s Comprehensive Plan ("Comprehensive Plan"), and making a recommendation to the City Council.

EVALUATION:

Recommendation

The Planning & Economic Development Department finds that the proposed request is consistent with the Comprehensive Plan and recommends APPROVAL.

Background and Analysis

In September 2007, the City’s LDRs were established, establishing self-storage opportunities into the CCS-2 (Corridor Commercial Suburban), Retail Center (RC-1 & RC-2) and Downtown Center (DC-C and DC-1) zoning classifications, allowing this use to be classified as either a permitted,
principal or accessory use. Specifically, Section 16.10.020.1 titled "Use Permissions and Parking Requirements Matrix and Zoning Matrix" currently allows self-storage within the RC-1, RC-2, RC-3 (Retail Center) and CCS-2 (Corridor Commercial Suburban) zoning classifications as a permitted, principal use. Further, the Use Matrix allows self-storage as an accessory use within the DC-C and DC-1 (Downtown Center) categories.

Generally, the RC (Retail Center) and CCS-2 (Corridor Commercial Suburban) zoning classifications are the most intense mixed-use districts outside of the DC (Downtown Center), allowing greater residential density and increased floor area ratios:

- **RC (Retail Center)** – These districts are regional destinations, characterized by a collection of compatible and interrelated uses that include retail, dining, service, employment, and residential dwelling units.
- **CCS-2 (Corridor Commercial Suburban)** – Similar to the Retail Center districts, this district includes regional destinations, characterized by a collection of complimentary uses including retail, dining, service, employment, and residential dwelling units.

Self-storage as a permitted, principal use is not compatible with the intent and purpose of the RC and CCS-2 zoning classifications. Stand-alone self-storage developments are passive and do not generate a significant number of jobs, promote retail and dining activity, or attract hotels and offices. Moreover, stand-alone self-storage developments are incompatible with the dynamic, mixed-use objectives of designated activity centers, which often correspond geographically to the location of the RC and CCS-2 zoning classifications.

Activity centers facilitate a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services. The purpose of this overlay designation is to recognize those areas that have been identified and planned for in a special and detailed manner, based on their unique location, intended use, appropriate development potential, and other pertinent planning considerations. In particular, it is the intent of this category to recognize those important, identifiable centers of business, public, and residential activity, as may be appropriate to the particular circumstance, that are the focal point of a community, and served by enhanced transit commensurate with the type, scale, and intensity of use.

There are currently six (6) activity centers recognized by Policy LU2.1 of the City of St. Petersburg's Comprehensive Plan and shown on the Future Land Use Map. The following table illustrates the geographic correlation of the designated activity centers and the RC and CCS-2 zoning classifications:

<table>
<thead>
<tr>
<th>Activity Center</th>
<th>RC-1</th>
<th>RC-2</th>
<th>RC-3</th>
<th>CCS-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gateway Activity Center</td>
<td></td>
<td></td>
<td></td>
<td>CCS-2</td>
</tr>
<tr>
<td>Intown Activity Center (downtown)</td>
<td></td>
<td></td>
<td></td>
<td>CCS-2</td>
</tr>
<tr>
<td>Tyrone Activity Center</td>
<td>RC-1</td>
<td>RC-2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Plaza Activity Center</td>
<td></td>
<td></td>
<td></td>
<td>CCS-2</td>
</tr>
<tr>
<td>Central Avenue Corridor Activity Center</td>
<td></td>
<td></td>
<td></td>
<td>CCS-2</td>
</tr>
<tr>
<td>Skyway Marina District Activity Center</td>
<td>RC-1</td>
<td></td>
<td></td>
<td>CCS-2</td>
</tr>
</tbody>
</table>

Recently, the City of St. Petersburg received a private-initiated application requesting to expand stand-alone self-storage opportunities within the CCS-1 zoning classification. After careful consideration of the request, city staff recommended approval and the City Council subsequently adopted the requested change to amend self-storage from a *grandfathered* use to a *special*
exception use within the CCS-1 zoning classification (Ordinance 202-H; November 30, 2015). While a special exception requires public hearing review, this recent change expanded self-storage opportunities citywide adding more than 1,386 acres of potential land for development of new self-storage facilities.

This city-initiated application is an attempt to further recalibrate the allowances for self-storage in a way that complements the intent and purpose for the RC and CCS-2 zoning classifications and activity centers while reserving the opportunity for self-storage to continue in a support capacity for the purpose of office record retention and other accessory purposes.

In order to achieve this objective, several changes are recommended to the City Code. First, self-storage within the RC and CCS-2 zoning classifications should be amended from a permitted, principal use to an accessory use. Second, regulating criteria for the self-storage use should be amended to further reinforce the accessory characteristics of the use type when located within a designated activity center. Similar to accessory uses within the Industrial Tradition (IT) zoning classification and Industrial General (IG) future land use, self-storage should not exceed 25 percent (%) of the floor area of the allowable principal use or uses.

Existing, self-storage facilities within the affected areas shall continue as grandfathered uses.

**Compliance with the Comprehensive Plan**

The following objectives and policies from the Comprehensive Plan are applicable to the proposed amendment:

**Policy LU2.1:** To facilitate compact urban development the City shall adopt the following activity centers as part of this Land Use Plan:

1. Gateway  
2. Intown  
3. Tyrone  
4. Central Plaza  
5. Central Avenue Corridor  
6. Skyway Marina District

**Policy LU2.2:** The City shall concentrate growth in the designated Activity Centers and prioritize infrastructure improvements to service demand in those areas.

**Policy 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.

**Policy LU3.5:** The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.

**Objective LU21:** The City shall, on an ongoing basis, review and consider for adoption, amendments to existing and/or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

**Policy LU21.1:** The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, and special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.
Policy LU23.4: The City’s LDRs shall continue to support land development patterns that make possible a mixture of land use types resulting in employment, schools, services, shopping and other amenities located near residential development and neighborhoods.

**Housing Affordability Impact Statement**

The proposed amendments will have no impact on housing affordability, availability or accessibility. A Housing Affordability Impact Statement is attached.

**Adoption Schedule**

The proposed amendments require two (2) public hearings, conducted by the City of St. Petersburg City Council. The City Council shall consider the recommendation of the DRC and vote to approve, approve with modification or deny the proposed amendment:

- 03-17-2016: First (1st) Reading and First Public Hearing
- 04-07-2016: Second (2nd) Reading and Public Hearing

**Exhibits and Attachments**

1. Self-Storage Amendment Locations Map
2. Other Self-Storage Principal Use Locations Map
3. Ordinance
4. Housing Affordability Impact Statement
City of St. Petersburg
Housing Affordability Impact Statement

Each year, the City of St. Petersburg receives approximately $2 million in State Housing Initiative Partnership (SHIP) funds for its affordable housing programs. To receive these funds, the City is required to maintain an ongoing process for review of local policies, ordinances, resolutions, and plan provisions that increase the cost of housing construction, or of housing redevelopment, and to establish a tracking system to estimate the cumulative cost per housing unit from these actions for the period July 1–June 30 annually. This form should be attached to all policies, ordinances, resolutions, and plan provisions which increase housing costs, and a copy of the completed form should be provided to the City’s Housing and Community Development Department.

I. Initiating Department: Planning & Economic Development

II. Policy, Procedure, Regulation, or Comprehensive Plan Amendment Under Consideration for adoption by Ordinance or Resolution:

See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2016-02).

III. Impact Analysis:

A. Will the proposed policy, procedure, regulation, or plan amendment, (being adopted by ordinance or resolution) increase the cost of housing development? (i.e. more landscaping, larger lot sizes, increase fees, require more infrastructure costs up front, etc.)

   No  X  (No further explanation required.)
   Yes  ___  Explanation:

   If Yes, the per unit cost increase associated with this proposed policy change is estimated to be: $_____________________.

B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

   No  X  (No further explanation required)
   Yes  ___  Explanation:
IV: Certification

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare, and therefore its public purpose outweighs the need to continue the community's ability to provide affordable housing, please explain below:

CHECK ONE:

X The proposed regulation, policy, procedure, or comprehensive plan amendment will not result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

[Signature]
For D.G.
Department Director (signature) February 23, 2016 Date

OR

The proposed regulation, policy, procedure, or comprehensive plan amendment being proposed by resolution or ordinance will increase housing costs in the City of St. Petersburg. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

[Signature]
Department Director (signature) Date

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development
TO: Members of City Council  
DATE: December 12, 2016  
COUNCIL DATE: January 5, 2017  
RE: Referral to the Budget, Finance & Taxation Committee  
SPPD Cold Case Initiative

ACTION DESIRED:

Respectfully requesting a referral to the Budget, Finance & Taxation Committee for additional funding for the St. Petersburg Police Department’s Homicide Division.

RATIONALE:

There are more than 160 unsolved homicides on the SPPD website. In order to give the victim’s families the justice they deserve, our detectives need to be able to adequately investigate these cases. Additional funding is needed, especially for the Cold Case Unit. Detectives can then take advantage of new forensics and DNA technology including the opportunity to send DNA out for retesting.

Lisa Wheeler-Bowman  
District 7
TO: Members of City Council

DATE: December 13, 2016

COUNCIL DATE: January 5, 2017

RE: Co-naming 1st Street North from 5th Avenue North & 5th Avenue South

ACTION DESIRED:

Respectfully requesting an ordinance from staff co-naming 1st Street North as Florida Orchestra Way from 5th Avenue North to 5th Avenue South.

RATIONALE:

The Mahaffey Theatre is the home of the Florida Orchestra. It serves as the theatre's anchor and most prestigious tenant. The theatre is undergoing acoustical upgrades this summer which will help the orchestra and other musical performances sound even better. The arts are one of our target industries. Co-naming helps raise the profile of important institutions like the Dali and USFSP. This is a request to have the Orchestra join that group.

Karl Nurse
Council Member
RESOLUTION NO. __________

A RESOLUTION EXPRESSING THE INTENT OF CITY COUNCIL TO SUPPORT THE REVIEW OF CO-NAMING A PORTION OF 1st STREET NORTH, BETWEEN 5th AVENUE NORTH AND CENTRAL AVENUE "ORCHESTRA WAY NORTH" AND A PORTION OF 1ST STREET SOUTH, BETWEEN CENTRAL AVENUE AND 5th AVENUE SOUTH "ORCHESTRA WAY SOUTH."

WHEREAS, City Council has received a request from The Florida Orchestra ("TFO") to co-name a portion of 1st Street extending from 5th Avenue North to 5th Avenue South as "Orchestra Way North" and "Orchestra Way South" accordingly; and

WHEREAS, this City Council believes the request merits further consideration;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City Council hereby initiates the street co-naming process to receive the recommendations of staff and the CPPC as to whether this portion, or any other portion of 1st Street, should be co-named and whether "Orchestra Way North" and "Orchestra Way South," or any other name, would be appropriate.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

Duck Killion for Dave Goodwin  DECEMBER 22, 2016
Director, Planning and Economic Development  Date

City Attorney  12/22/16  Date
TO: Members of City Council

DATE: December 6, 2016

COUNCIL DATE: December 15, 2016

RE: Resolution in opposition of proposed SB 82: Postsecondary Education Tuition and Fee Waivers

ACTION DESIRED:

Respectfully requesting that the City Council request a resolution encouraging our state legislators not to punish children whose parents brought them into the State without documentation of US citizenship by denying them in state tuition, even though they would otherwise qualify as residents of Florida.

RATIONALE:

Many people have come into the United States and the State of Florida without following the legally mandated process. Some who come here bring young children with them. These children grow up in our communities, attend our schools and in the vast majority of the cases are productive and contributing members of our society. Many of these children are so young when they are brought to the State of Florida that the only life they have ever known is the great life offered by the United States of America. In 2014 the State of Florida wisely reversed a state law that forced these young adults, who have lived and grown up in Florida for most of their lives, to pay out of state tuition to attend a state college. I believe this law corrected an injustice in our system, because the previous policy punished children for decisions over which they had no control.

Unfortunately, State Senator Greg Steube has introduced a bill for the next legislative session that seeks to reverse this compassionate and appropriate state law and reinstate the previous policy. The St. Petersburg City Council wishes to strongly express its opposition to this proposal and to encourage our legislators to vote against this cruel effort that seeks to punish children and to scapegoat people who wish to come to the United States to seek a better life for themselves.

Steve Kornell, Council Member
District 5
A RESOLUTION OPPOSING PENDING LEGISLATION THAT WOULD PREVENT A FLORIDA HIGH SCHOOL GRADUATE FROM PAYING IN-STATE TUITION AT A FLORIDA UNIVERSITY ON THE BASIS OF THAT GRADUATE’S STATUS AS AN UNDOCUMENTED IMMIGRANT; REQUESTING THE CITY CLERK TO DELIVER COPIES OF THIS RESOLUTION TO PRESIDING OFFICERS OF BOTH CHAMBERS OF THE FLORIDA LEGISLATURE AND TO THE GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there are approximately 151,000 young, undocumented immigrants living in the state of Florida, according to the Partnership for a New American Economy; and

WHEREAS, many of these young, undocumented immigrants came to the United States as small children, were raised and educated in the American public school system, and identify themselves as Americans; and

WHEREAS, section 1009.26(12) was added to the Florida Statutes in 2014, granting in-state tuition to all students who graduate from a Florida high school after at least three years of attendance—including students who are undocumented immigrants; and

WHEREAS, this tuition equity law provides an incentive for young undocumented immigrants to stay in high school, attend college, and eventually get a job that contributes to the State's economy; and

WHEREAS, there are now twenty states, including Florida, that offer in-state tuition to undocumented immigrant students according to the National Conference of State Legislatures; and

WHEREAS, the Florida Legislature is now considering Senate Bill 82, which would repeal the 2014 Florida law granting in-state tuition to undocumented immigrant students; and

WHEREAS, repealing this law would triple or quadruple the cost of attending a state university for these students, punishing them for the choices of their parents, restricting their access to a quality postsecondary education, and limiting their future socioeconomic mobility; and

WHEREAS, the St. Petersburg City Council finds it important to publicly express its position on an important issue involving access to education in the State of Florida.
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, strongly opposes Senate Bill 82 and any other legislation that would prevent a Florida high school graduate from paying in-state tuition because that student is an undocumented immigrant.

BE IT FURTHER RESOLVED that the City Clerk is hereby requested to deliver copies of this Resolution, by mail or other means, to the presiding officers of both chambers of the Florida Legislature and to the Governor of Florida.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

________________________________
City Attorney (Designee)
COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council
DATE: December 21, 2016
COUNCIL DATE: January 5, 2016
RE: Proposed minimum wage for City contractors

ACTION DESIRED:

Referral to the Budget, Finance and Taxation committee for consideration of a requirement for a city contractors securing future contracts of at least $2,000,000 to provide a minimum wage of at least $10.00 per hour with a schedule to raise this over time.

BACKGROUND:

The Mayor, through executive order, has established a minimum wage that increases over time to $15.00 per hour for full-time city employees. The city rightly tries, by example, to encourage private sector employers to raise their minimum wage to a level to lift people out of poverty.

The city has additional opportunities and responsibilities to impact the standard of living of people working in St. Petersburg. We indirectly hire hundreds of employees each year through contractors. The city could require a higher than the State of Florida minimum wage of $8.05 per hour. The national and state political environment makes it very unlikely that either the federal or state government will act to raise the minimum wage. Attached is a long standing Miami-Dade ordinance that provides both a contractor and employees of Miami-Dade with a much higher minimum wage.

Karl Nurse
Council Member
ATTACHMENT

Sec. 2-8.9. - Living Wage Ordinance for County service contracts and County employees.

Definitions.

(A) Applicable department means the County department using the service contract.

(B) County means the government of Miami-Dade County or the Public Health Trust.

(C) Covered employee means anyone employed by any Service Contractor, as further defined in this Chapter either full or part time, as an employee with or without benefits that is involved in providing service pursuant to the Service Contractor’s contract with the County.

(D) Covered employer means any and all service contractors and subcontractors of service contractors.

(E) Service contractor is any individual, business entity, corporation (whether for profit or not for profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) The service contractor is paid in whole or part from one (1) or more of the County’s general fund, capital project funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;

(2) The service contractor is engaged in the business of, or part of, a contract to provide, a subcontractor to provide, or similarly situated to provide, covered services, either directly or indirectly for the benefit of the County; or

(3) The service contractor is a General Aeronautical Service Permittee (GASP) or otherwise provides any of the Covered Services as defined herein at any Miami-Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

(F) Covered services are any one (1) of the following:

(1) County service contracts. Contracts awarded by the County that involve a total contract value of over one hundred thousand dollars ($100,000.00) per year for the following services:

   (i) Food preparation and/or distribution;
   (ii) Security services;
   (iii) Routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing, and recycling;
   (iv) Clerical or other non-supervisory office work, whether temporary or permanent;
   (v) Transportation and parking services including airport and seaport services;
   (vi) Printing and reproduction services; and,
   (vii) Landscaping, lawn, and/or agricultural services.

(2) Service Contractors at Aviation Department Facilities. Any service that is provided by a Service Contractor at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value:

   (A) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
(B) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(C) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(D) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(E) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(F) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

(G) Janitorial Services;

(H) Delayed Baggage Services;

(I) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(J) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a Covered Service, regardless of whether the service is performed by a GASP permittee or other Service Contractor.

(K) In-warehouse cargo handling.

(3) Services performed by county employees. Should any services that are being performed by County employees at the time the ordinance from which this section derives was enacted be solicited in the future by the County to be performed by a service contractor, such services shall be covered services subject to this section regardless of the value of the contract.

Living Wage.

(A) Living wage paid.

(1) Service contractors. All service contractors as defined by this Chapter, performing covered services shall pay to all of its employees providing covered services, the current Living Wage rate of $12.63 per hour with a qualifying Health Benefit Plan valued at no less than $2.89 per hour per employee and $15.52 per hour if no qualifying Health Benefit Plan is provided by the Service Contractor, applicable to the time when the covered service is performed as that rate is adjusted each fiscal year in the manner provided for herein for the adjustment of the Living Wage rate.

(2) County employees. For County employees under the County pay plan, the County will begin to pay a living wage consistent with the goals of this section on a phase-in basis beginning in the 2000-2001 County budget year increasing on an annual basis incrementally so that the living wage is fully implemented for County employees in the 2002-2003 County budget year as adjusted for inflation pursuant to Subsection (C) below. Thereafter, the Living Wage to be paid by the County to its employees shall not be subject to the annual indexing required
under Subsection (C) below and instead is subject to negotiation within the collective bargaining structure.

(B) Health Benefit Plan.

(1) For a covered employer or the County to comply with the Living Wage provision by choosing to pay the lower wage scale when a covered employer also provides a Health Benefit Plan, such Health Benefit Plan shall consist of payment of $2.89 per hour per employee commencing in health benefit plan year 2017 and for subsequent years the amount shall be adjusted by the percentage change in the consumer price index for medical care for the Miami-Ft. Lauderdale area published by the United States Department of Labor. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a Health Benefit Plan. If the Service Contractor pays less than the required amount for providing a Health Benefit Plan provided in this section, then the Service Contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it pays for the Health Benefit Plan of the Covered Employee and the minimum amount required by this section for a qualifying Health Benefit Plan. The Service Contractor may require that all employees enroll in a Health Benefit Plan offered by the Service Contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Proof of the provision of a Health Benefit Plan must be submitted to the County to qualify to pay the applicable wage rate for employees with a qualifying Health Benefit Plan. Health Benefit Plan for purposes of complying with this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in § 627.6699(12)(a), Florida Statutes.

(2) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

(a) Provided the Covered Employer will be providing a qualifying Health Benefit Plan to a new employee upon the completion of such employee's eligibility period required under the Covered Employer's Health Benefit Plan and the Covered Employer has taken the necessary steps to effectuate coverage for such employee, a Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.

(b) If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer commencing on the ninety-first (91st) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.

(C) Indexing. The living wage will be annually indexed to inflation as defined by the Consumer Price Index calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade. The first indexing adjustment shall occur for the 2001-2002 County budget year using the Consumer Price Index figures provided for the calendar year ended December 31, 2000, and thereafter on an annual basis. Commencing October 1, 2017, the $2.89 cost for a qualifying health benefit plan shall be adjusted based on the consumer price index for medical care for the Miami-Ft. Lauderdale area and that indexed cost shall be added to the existing Living Wage rate when a qualifying Health Benefit Plan is provided to determine the newly adjusted Living Wage rate without qualifying health benefits.

(D) Certification required before payment. Any and all contracts for covered services shall be void, and no funds may be released, unless prior to entering any agreement with the County for a service contract, the Covered Employer certifies to the applicable department that it will pay each of its employees no less than the Living Wage described in (A). A copy of this certificate must be made available to the public upon request. The certificate, at a minimum, must include the following:
(1) The name, address, and phone number of the employer, a local contact person, and the specific project for which the service contract is sought;

(2) The amount of the contract and the applicable department the contract will serve;

(3) A brief description of the project or service provided;

(4) A statement of the wage levels for all employees; and

(5) A commitment to pay all employees a Living Wage, as defined by paragraph (A).

(E) **Observance of other laws.** Every employee shall be paid not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The employer shall pay employees wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

(F) **Posting.** A copy of the Living Wage rate notice issued by the County shall be kept posted by the employer at the site of the work in a prominent place where it can easily be seen by the employees and shall be supplied to the employee within a reasonable time after a request to do so. In addition, Service Contractors shall forward a copy of the requirements of this Ordinance to any person submitting a bid or issued a permit or lease agreement for a subcontract on any service contract covered by this Chapter. Covered employers are also required to print the following statements on the front of the individual's first paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish, and Creole.

(G) **Collective bargaining.** Nothing in this Chapter shall be read to require or authorize any employer to reduce wages set by a collective bargaining agreement or as required under any prevailing wage law.

**Implementation.**

(A) **Procurement Specifications and Contracts.** The Living Wage shall be required in the procurement specifications and contract language for all County service contracts for covered services. The procurement specifications and contract language for applicable contracts shall include a requirement that Service Contractors agree to produce all documents and records relating to payroll and compliance with this Ordinance upon request from the Applicable Department or as otherwise provided by the County Manager by Administrative Order.

(B) **Information Distributed.** All requests for bids or requests for proposals for service contracts, whether advertised or informally solicited, and permits, leases and any other agreement issued by the Miami-Dade Aviation Department for covered services shall include appropriate information about the requirements of this Ordinance.

(C) **Maintenance of Payroll Records.** Each covered employer shall maintain payrolls for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years from the expiration, suspension or termination date of the contract in which the requirements of this Chapter were applicable. The records shall contain at a minimum:

1. The name and address of each covered employee;
2. The job title and classification;
3. The number of hours worked each day;
4. The gross wages earned and deductions made;
5. Annual wages paid;
6. A copy of the social security returns and evidence of payment thereof;
7. A record of fringe benefit payments including contributions to approved plans; and
8. Any other data or information the County should require from time to time.

(D) **Reporting Payroll.** No less frequently than every six (6) months or otherwise at the County's request, the covered employer shall submit to the County (or if by request within the requested time frame) a complete certified payroll showing the employer's payroll records for each Covered
Employee working on the contract(s) for covered services for the applicable payroll period. Upon request by the County, the covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three-year period. It shall be the responsibility of the Applicable Department to examine all payrolls for compliance within sixty (60) days of receipt.

(E) Reporting Employment Activity. Upon request by the County but in any event no less frequently than every six (6) months, the covered employer must submit to the County an Employment Activity Report Form containing the following information:

1. Race and gender of employees hired and terminated; and
2. Zip code of employees hired and terminated; and
3. Wage rate of employees hired and terminated.

Commission on a Living Wage, Establishment and Responsibility.

(A) Establishment. The County Commission shall establish a fifteen-person commission entitled the "Living Wage Commission" the purpose of which shall be to review the effectiveness of this Chapter, review certifications submitted by covered employers to the County to include reviewing complaints filed by employees and to make recommendations to the Applicable Department, County Mayor and the County Commission regarding same.

(B) Members. The Commission shall be composed of fifteen (15) members provided that no more than six (6) members are representatives of the business community or affected employer groups selected for a term of two (2) years in the following manner:

1. Two (2) members of the commission shall be selected by the County Mayor; and
2. One (1) member shall be selected by each of the County Commissioners.

(C) Meetings. The Living Wage Commission shall meet quarterly and in special session as required. All meetings of the Living Wage Commission shall be open to the public and will allow for public testimony on policies or conduct relating to this Chapter.

(D) Staff support. The County Manager as more fully delineated by Administrative Order shall provide staff support for the compliance and enforcement of this section and as is necessary to support the activities of the Living Wage Commission.

Compliance and Enforcement.

(A) Service contractor to cooperate. The service contractor shall permit County employees, agents, or representatives to observe work being performed at, in, or on the project or matter for which the service contractor has a contract. The County representatives may examine the books and records of the service contractor relating to employment and payroll to determine if the service contractor is in compliance with the provisions of this Chapter.

(B) Complaint procedures and sanctions. An employee who believes that this Chapter applies or applied to him or her and the service contractor is or was not complying with the requirements of this Chapter has a right to complain by filing a written complaint. The County Mayor shall establish by Administrative Order the procedures and requirements for filing a complaint and for the processing and resolution of complaints under this section including the sanctions to be imposed for violations of this section. The County Mayor shall also by Administrative Order establish a procedure applicable to complaints by County employees regarding noncompliance with this section.

(C) Private right of action against service contractors. Any covered employee of a service contractor, or any person who was formerly a covered employee of a service contractor, may instead of adhering to the County administrative procedure set forth in this section but not in addition to such procedure, bring an action by filing suit against the covered employer in any court of competent jurisdiction to enforce the provisions of this Chapter and may be awarded back pay, benefits, attorney's fees, and costs. The applicable statute of limitations for such a claim will be two (2) years as provided in Florida Statutes Section 95.11(4)(c) in an action for payment of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable
to the covered employee in the sum of up to five hundred dollars ($500.00) for each week each employer is found to have violated this Chapter.

(D) Sanctions against service contractors. For violations of this Ordinance as determined pursuant to the procedures set forth by Administrative Order, the County may sanction a service contractor for violations of this section by requiring the service contractor to pay wage restitution to the affected employee. The County may also sanction the service contractor for violations in at least one (1) of the following additional ways:

1. Penalties payable to the County in an amount equal to 20% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 40% for the second instance; and for the third and successive instances 60% of the amount of underpayment. A fourth violation shall constitute a default of the contract where the underpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the Living Wage provisions.

2. The sum of up to five hundred dollars ($500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter.

3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor.

4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter.

5. In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars ($500.00) per week for each week in which the violation remains outstanding.

6. A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.

7. All such sanctions recommended or imposed shall be a matter of public record.

(E) Interest on Unpaid Sanctions. All sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes § 55.03.

(F) Retaliation and discrimination barred. An employer shall not discharge, reduce the compensation or otherwise discriminate against any employee for making a complaint to the Living Wage Commission, the applicable department, the County, or otherwise asserting his or her rights under
this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. Allegations of retaliation or discrimination, if found by the County Mayor pursuant to procedures set forth by Administrative Order or by a court of competent jurisdiction under paragraph (C), shall result in an order of restitution and reinstatement of a discharged employee with back pay to the date of the violation or such other relief as deemed appropriate. In addition, the County Mayor or the Court may impose an additional sanction of up to five hundred dollars ($500.00) for each week since the covered employee was discharged as a result of prohibited retaliation under this Chapter.

(G) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right under this Chapter in a court of law.

(Ord. No. 99-44, § 5-11-99; Ord. No. 00-85, § 1, 7-6-00; Ord. No. 02-147, § 1, 9-12-02; Ord. No. 06-67, § 1, 5-9-06; Ord. No. 06-151, § 1, 10-10-06; Ord. No. 09-15, § 1, 3-3-09; Ord. No. 16-37, § 1, 4-5-16; Ord. No. 16-87, § 1, 9-7-16)
TO: Members of City Council

DATE: December 23, 2016

COUNCIL DATE: January 5, 2017

RE: Policy and Procedures Manual Amendment – City Council Committees

ACTION DESIRED:

Respectfully requesting an amendment to City Council Procedures Manual - Chapter 7 to provide consistency in the number of members on City Council Committees that all City Council Committees are comprised of 4 active members and 1 alternate member.

Darden Rice, Council Vice Chair
District 4
TO: Members of City Council

DATE: December 23, 2016

COUNCIL DATE: January 5, 2017

RE: Policy and Procedures Manual Amendment – Backup Requirements

ACTION DESIRED:

At the November 3, 2016 City Council meeting Council approved New Business Item H-1 “Referring to a relevant scheduled upcoming Committee of the Whole (COW) meeting to add additional and more clearly delineated City Council oversight to approve any City staff entering negotiations with chosen contractors for architectural, engineering, and land surveying professional services.” On the dais the NBI was revised to clarify that this is not to make changes to administrative policies but to instead amend City Council Procedures.

After discussions with the Legal Department, I respectfully request Council to not have the discussion at a Committee of the Whole but instead, request a discussion and immediate action on the attached proposed amendment to the City Council Procedures Manual.

Darden Rice, Council Vice Chair
District 4

Attachment
F. Information Required in Agenda Packets

1. The following information must be included as part of the backup materials for all single project A/E agreements in excess of $100,000, construction agreements in excess of $100,000 and continuing A/E agreements:
   a. Description of the procurement process utilized. Such description shall include members of the selection committee and dates of all selection committee meetings.
   b. Names of all firms who submitted proposals or statements of qualifications, names of all short-listed firms, numerical rankings and any protests/disputes received.
   c. Summary of previous work for the City and any contract amendments/change orders associated with such previous work.
   d. Evaluation criteria and summary of the reason(s) for selecting the firm.
   e. To the extent such information is provided by the firm pursuant to the procurement process or otherwise discovered as part of the procurement process: (i) litigation involving the firm, (ii) any failure of the firm to pay contractors for work performed, (iii) any wage theft complaints filed against the firm, and/or (iv) any failure of the firm to comply with applicable laws or licensing/permit requirements.
   f. Copy of minutes of all selection committee meetings.

2. The following information must be included as part of the backup materials for task orders issued under a continuing A/E agreement (if the task order exceeds $50,000 and requires City Council approval):
   a. The reason(s) for issuing the task order to the firm (i.e., why the firm being issued the task order is preferable for the specified services compared to other firms with continuing A/E agreements).
   b. List of other services being performed by the firm for the City (services being performed pursuant other task orders and/or services being performed pursuant to single project A/E agreements).
TO: The Honorable Amy Foster, Chair, and Members of City Council

FROM: Housing Services Committee: Karl Nurse, Committee Chair, Darden Rice, Committee Vice-Chair, Charlie Gerdes, Council Member, Lisa Wheeler Bowman, Council Member, and Ed Montanari, Council Member

RE: Housing Services Committee Meeting of December 15, 2016

New Business:

Referral to the Housing Services Committee, G-5 – Infill Multi-Units within Traditional Neighborhoods, Committee Chair Nurse

Chair Nurse began the discussion by disclosing that there were 31 Neighborhood Stabilization built by the City and about 12 homes constructed by non-profits, in addition to forced demolitions. He discussed that there are probably 1,247 unbuildable lots, most of which (80%) are in the Southside CRA and are undersized. Zoning requires that lots be a minimum of 5,800 sq. ft. to be buildable. Chair Nurse discussed that lots in the CRA gets to the core of what he wants to deal with, many lots are undersized on black faces and creates uncertainty. Design of Neighborhood Traditional (NT) 1 and 2 is 5,800 with setbacks. Chair Nurse discussed that NT adds $5,000 to the design of a home. He discussed how much additional cost is added if you have additional glass you have adds insulation costs and whether you have a garage door, to include requiring the home to be elevated by 2 blocks above ground. The least painful way to deal with cost is to limit the sides and rear of the property to comply with Neighborhood Suburban zoning laws.

Chair Nurse discussed rezoning of multi-family housing to include infill within traditional neighborhoods. Planning and Economic Development is looking at skinny lots, similar to those in New Orleans, to include inclusionary zoning.

Dave Goodwin, Director of Planning and Economic Development discussed that his staff look at lot size and what is being built and whether it is consistent with the neighborhood.

Elizabeth Abernethy, Zoning Official, discussed that if a substandard lot is separate, no variance is required. A variance is needed if lots are under common ownership. What the city has not completed at this time is how many lots are not under single ownership.

Mr. Goodwin discussed that a different zoning district could be created that has no minimum lot size restriction, but with setback requirements.

Ms. Abernethy discussed that there has been 30 variances in the CRA, mostly commercial and about 13 single family. Staff has not been requested to approve a variance since 2014. Thirty one (31) homes were built during the last 2 years in the area. She further discussed that if you decide on the 80% rule in the CRA you may have issues with the Equal Protection Clause of the Constitution.

Councilmember Rice questioned whether we recently adopted a comprehensive housing strategy where we have set goals regarding affordable housing. Mr. Dove responded that what is being discussed is land use
planning of the City. He referenced that the Consolidated Plan does have comprehensive strategies for affordable housing.

Councilmember Rice continued her discussion and agreed that Chair Nurse is on the right track and that staff should set goals and perform analysis, transportation costs for planning, etc.

Chair Nurse asked are there areas outside the Southside CRA that in the same situation? Ms. Abernethy responded that staff has been approving two (2) variances per month since implementation of code changes. Staff has approved four (4) models from Pinellas Habitat for Humanity which may be built throughout the City. Two items are included if you do not have an alley. The sidewalk requirement will have changes in January 2017.

Chair Nurse asked staff of Planning and Economic Development to come back in a couple of months with more data and analysis regarding rezoning and what do we need to do to stimulate infill development.

Councilmember Montanari responded that he agrees with Chair Nurse basic premise, but needs to look into the future with 3 bedrooms 2 bath units, and that there are a wide range of housing issues we need to address.

**Action:** No action taken.

**Modification of previous loan approved for the Preserves at Clam Bayou Apartments (Res: 2016-264), Stephanie Lampe, Sr. Housing Development Coordinator**

Ms. Lampe discussed that City Council approved the funding of the Preserves at Clam Bayou for Pinellas Affordable Living (PAL) in the amount of $840,790 at its meeting on June 16, 2016 for construction of 8 units (Phase 1) of the development. On November 23, 2016, PAL submitted a revised development funding request which indicated a need for $125,000 in additional funding from the City with PAL to contribute an additional $161,666.50, due to higher than anticipated bid results.

**Action:** A motion was move to recommend the item to Full Council for approval at the January 5, 2017 City Council meeting.

**Next meeting:** The next meeting to be held on January 26, 2017 beginning at 10:30 a.m.

**Topics:**

The following to be discussed by Robert M. Gerdes, Director, Code Compliance Assistance Department:

1) Adding an option to post a bond for Option D Lien Modification Application
2) Codes Foreclosure Program Update

Committee Members
Karl Nurse, Chair
Darden Rice, Vice-Chair
Charlie Gerdes, Council Chair
Lisa Wheeler-Bowman, Council Member
Ed Montanari, Council Member
Chair Rice called the meeting to order and the following topics were discussed:

Approval of Agenda: Passed 4-0

Approval of November 21, 2016 Minutes: Passed 4-0

Knock Tobacco Out of the Park
Kevin O’Flaherty of the Campaign for Tobacco-Free Kids provided background and statistics to support eliminating smokeless tobacco. It is the intent of proposed ordinance to promote, protect, and improve the health, safety, and general welfare of the citizens of the City of St. Petersburg by discouraging the unhealthy practice of using smokeless tobacco products, especially by young people, through prohibition of the use of smokeless tobacco products at athletic facilities and organized sporting events within the City.

Mr. O’Flaherty stated that high school athletes are 60 percent more likely to dip than non-athletes. Overall high-school smoking rates have been halved in the last generation, while smokeless tobacco use has remained the same. Baseball players are powerful role models. Mr. O’Flaherty entered Center for Disease Control Studies into the record (see attached). The American Cancer Society, the American Heart Association, the American Lung Association, and their Florida chapters all support the ban. In addition, the Tampa Bay Rays have made a statement of support for the ban of smokeless tobacco.

Councilmember Rice explained that the definition for smokeless tobacco in this ordinance refers to snuff, loose tobacco, or similar goods made with any part of the tobacco plant, which are prepared or used for chewing, dipping, sniffing, or other personal use, not including cigars, cigarettes, pipe tobacco, or any other lighted tobacco product. Vaping will be considered in a future business item.

Heather Judd noted that several other cities in Florida use this definition and have had no issues as it relates to state regulations and “lit tobacco”.

Assistant City Attorney Michael Dema, City Attorney Heather Judd, Sustainability Manager Sharon Wright, Lisa Glover-Henderson, Sr. Energy Efficiency Engineer, Brejesh Prayman, Interim Engineering Director, Claude Tankersley, Public Works Administrator, and Office Systems Specialist Paul Traci
Councilmember Kornell noted that the ordinance may become moot if the Rays do not stay here, but he supports in the meantime especially as it relates to doing the right thing for facilities that in one way or another are subsidized with taxpayer funding.

Councilmember Wheeler-Bowman asked for clarification on the land uses in the ordinance. Heather responded that they relate to zoning categories that would have sporting events where smokeless tobacco will be banned.

Councilmember Montanari asked about enforcement on private land. Discussion touched on several points about covering all types of athletic fields and events so that it is not perceived as arbitrary. The intent of the resolution is to cover public and private fields. In many other places, sports fields like Tropicana Field are privately-owned and support the ban. In addition, this, nor historic smoke-free laws in restaurants were intended to begin writing citations, but contributed to a culture shift making the bans successful.

Councilmember Montanari asked why not extend the ordinance to ban smokeless tobacco city-wide. Mr. O'Flaherty discussed evidence that supports this type of ban because of sports role models and because of the statistics that show athletes are less likely to smoke cigarettes, but more likely to use smokeless tobacco. Young people do not generally “look up” to the person on the street with smokeless tobacco, but do look up to athletes, coaches, and other sports enthusiasts.

Councilmember Nurse moved to recommend approval of the ordinance. Motion approved 5-0 (resolution attached).

Preliminary Analysis for District Cooling Plant
Brejesh Prayman provided a little background on the request to conduct a preliminary study that led to the Engineering Department issuing a task order from the annual services engineering agreement in July 2016 to Griner Engineering.

Lisa Glover-Henderson started off explaining that the construction of district cooling system enables buildings to connect to a shared chilled water system loop. For each building, only the local chiller equipment is replaced with this system. All the pieces in the buildings that provide the cooling such as the air handling units, duct work, grills, etc. remain. She also noted that only government buildings were analyzed and that a simple payback methodology was used to determine the economics.

Joe Griner, Griner Engineering, gave a presentation summarizing the preliminary analysis. The study started with an energy analysis of 10 buildings, a conceptual distribution system from a central cooling plant, construction of a plant that would accommodate the 10 buildings and an economic analysis. The results did not show a favorable cost/benefit result as the payback was about the time of the useful life of a plant this size. But, the results were close enough to consider what steps may be taken to improve the economic benefits. In general, building a larger central cooling plant and expanding user base will improve economics. (Presentation is attached.)

Discussion included consideration of including the new Police Headquarters, the anticipated 85-acre Tropicana Field Redevelopment, and other possibilities for a plant. It is also the norm to build larger plants in anticipation of added/expanding users with time.
Councilmember Nurse brought up the developer’s perspective and the city’s desire to build office and hotel space in addition to all of the condo space that is going up so that there are places for citizens to work. Will the developer be able to see development savings that will make those types of developments more attractive? Mr. Griner says that developers will like it because of the reduced up-front costs and construction of certain features as well as eliminate the use of space for some of the traditional building equipment, but the degree of improved cost/benefit to developers will also depend on the occupancy type.

Brejesh responded that to develop estimates of cost-savings for developers additional analysis is needed, and Administration is recommending that further analysis be conducted to estimate what would be needed to improve cost/benefit for city and developers. Part of that analysis will include work with Planning & Economic Development to better identify what development project types may be coming in where. Lisa estimated a 6-month time frame to complete that next-level analysis.

Councilmember Montanari asked about funding sources for conducting additional analysis. Lisa said that to her knowledge it is not likely that city staff will find external sources for funding the study but that there are rebates for constructing a central cooling plant.

Councilmember Nurse moved to ask staff to bring back a draft scope of services and budget needed for a phase II study. Motion was approved 5-0.

**Brief Tree Planting Program Update**
Sharon Wright updated the committee on the progress of contracting preliminary work for the Tree Planting Program approved by City Council earlier in the year. The initial RFP did not receive any proposals, only some interest. Therefore, staff has taken steps to procure the work through the Blanket Purchase Agreement (BPAs). During the time that has passed and development of a BPA Task Order, the scope has had minor adjustments, mainly excluding the canopy analysis which, in part, will be done with the county partnership for resiliency. The original estimate of $17,300 for the preliminary work has been updated to $18,400 for the anticipated task order. The committee did not raise any issues, and therefore staff will move forward with the task order.

Next ENRS Committee meeting is scheduled for **January 19, 2017 at 1 p.m.**, and part of that meeting will include a briefing on the latest Emergency Management Plan update.

Chair Rice noted that in City Council calendar reviews for 2017, that it was being considered to have ENRS Committee meetings bi-monthly rather than monthly. An updated ENRS Committee schedule for 2017 will be available at the January 19, 2017 ENRS Committee meeting.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA CREATING A NEW SECTION 20-124, REGULATION OF SMOKELESS TOBACCO PRODUCTS; CREATING DEFINITIONS OF ORGANIZED SPORTING EVENT, ATHLETIC FACILITY, AND SMOKELESS TOBACCO PRODUCT; PROHIBITING THE USE OF SMOKELESS TOBACCO PRODUCTS AT ATHLETIC FACILITIES AND ORGANIZED SPORTING EVENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Centers for Disease Control Prevention reports that smokeless tobacco contains nicotine, which is highly addictive, young people who use smokeless tobacco can become addicted to nicotine and may be more likely to also become cigarette smokers; and

WHEREAS, Centers for Disease Control Prevention reports that high school athletes are more likely to use smokeless tobacco than their peers who are non-athletes; and

WHEREAS, children and teens closely observe athletes’ actions, including their use of tobacco products, and are influenced by what they see. Adolescents tend to mimic the behaviors of those they look up to and identify with, including baseball players and other athletes.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1: The St. Petersburg City Code is hereby amended by adding a new Section 20-124 to read as follows:

Section 20-124- Smokeless Tobacco Products

(a) Purpose and Intent

It is the intent of this section to promote, protect, and improve the health, safety, and general welfare of the citizens of the City of St. Petersburg by discouraging the unhealthy practice of using smokeless tobacco products, especially by young people, through prohibition of the use of smokeless tobacco products at athletic facilities and organized sporting events within the City.

(b) Definitions

(1) Organized sporting event means any game of or athletic competition related to baseball, softball, football, basketball, volleyball, tennis, racquetball, badminton, soccer, skating, skateboarding, swimming and diving, and any other event involving a game or other athletic competition organized by a league or association of persons, including but not limited to, professional, amateur, adult recreational, youth recreational, and school sponsored leagues.
(2) Athletic facility means an indoor or outdoor basketball court, volleyball court, tennis court, racquetball court, badminton court, baseball field, softball field, soccer field, football field, skate park or rink, swimming pool and any other sporting facility, or any portion thereof, including all sidelines, dugouts, and similar parts of the facility. Athletic facility shall also include the bleachers or any other spectator area, any restroom structure, and any concession and eating area.

(3) Smokeless tobacco product means items such as snuff, loose tobacco, or similar goods made with any part of the tobacco plant, which are prepared or used for chewing, dipping, sniffing, or other personal use, not including cigars, cigarettes, pipe tobacco, or any other lighted tobacco product.

(c) Prohibition of Use

(1) A person shall not use or otherwise consume any smokeless tobacco product when attending or participating in any organized sporting event or at any athletic facility.

(2) A person shall not use or otherwise consume any smokeless tobacco product anywhere on a property at which of the following permitted uses (as defined in Chapter 16 of the City Code) exists:
   
   a. Golf course/country club
   b. Commercial recreation, outdoor
   c. Commercial recreation, indoor
   d. Health clubs
   e. Park, active
   f. Recreation use, accessory to residential use (does not include single family use)
   g. Recreation use, accessory to public park

Section 2. 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 3. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the mayor notifies the City Council through written notice filed with the City Clerk that the mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

____________________________________
City Attorney (Designee)
Good afternoon. My name is Kevin O’Flaherty. I work for the Campaign for Tobacco-Free Kids and I am leading our campaign to Knock Tobacco Out of the Park. Thank you for giving me a few minutes to speak with you today in support of this proposed policy which would prohibit the use of smokeless tobacco at athletic facilities and organized sporting events in St. Petersburg.

For too long we have witnessed the impact of smokeless tobacco use by Major League Baseball players on our nation’s youth. Ballplayers aren’t indulging a harmless habit when they use smokeless tobacco. They’re damaging their health with an addictive product that causes cancer and other serious diseases. But they’re also serving as role models to youth across the country and endangering the well-being of millions of kids who look up to them, and who copy every move they make.

This admiration and idolization means that baseball players are powerful marketers to our kids. Recent studies from the University of California San Francisco (UCSF) School of Dentistry and the US Centers for Disease Control make it clear – kids see athletes as role models, and when baseball stars use smokeless tobacco the kids who look up to them are much more likely to as well. According to the research, high school athletes were 60 percent more likely to be
smokeless tobacco users than were non-athletes. I have provided copies of both studies to you today, and would ask that they be entered into the record.

Over the last 15 years, we have made dramatic progress reducing *smoking* rates among our kids, cutting cigarette use among high school boys by more than half. But during the same period there has been virtually no progress in reducing the use of smokeless tobacco in the same demographic, especially among those who participate in organized sports. We’ve cut smoking in half, but smokeless use is the same... and baseball shares some of the blame for that.

We know that smokeless tobacco companies currently spend over a million dollars a day on marketing. But the impact of that spending is dwarfed by the literally hundreds of millions of dollars of free advertising they get when baseball players use chew in the ballpark and on TV. Smokeless tobacco use in baseball reinforces the industry’s message that “real men” dip or chew. Every game, every fan in the stands, every television set -- *every child* that sees this real-life product endorsement unfortunately also sees it inextricably linked to the heroic on-field actions of their idols.

While we all care about the health of our players, make no mistake – this campaign is not about forcing adult ballplayers to quit using tobacco. While we hope some players will use this policy as an opportunity to quit, this effort is entirely about the health and future of our children.

Baseball is a great sport and sports are great for our kids; we want our kids to get hooked on baseball. But we do not want our kids to get hooked on tobacco. So we are proud to join Vice-Chair Rice and other leading health advocates in support of this legislation that will prohibit the use of smokeless tobacco in sports venues throughout the city. This will apply to players, coaches, managers, fans, and any other personnel at all baseball and sports facilities – including The Trop.

Speaking of the Trop, I also wanted to take a moment to thank the Rays, who are supportive of this ordinance and issued a statement of support back in October when Vice Chair Rice announced its introduction. More than a dozen national organizations also support this effort, including the American Cancer Society, the American Heart Association, the American Lung Association and their Florida chapters. We all encourage you to pass this proposal without delay.

Recent headlines have driven home the seriousness of the problem. In June 2014, Hall of Famer Tony Gwynn died at age 54 after a long battle with salivary gland cancer, which he attributed to his longtime use of chewing tobacco.
Two months later, pitching great Curt Schilling announced his treatment for oral cancer that he said was “without a doubt, unquestionably” caused by 30 years of chewing tobacco. Few people understand the full impact of the dangerous relationship between baseball and tobacco as well as Tony did and Curt does. It’s worth noting that in August of 2015, Curt Schilling, who is no big fan of government prohibitions and regulations, stood with the Mayor of Boston and announced his strong support for an ordinance virtually identical to what you are considering today. He said, and I quote, that smokeless tobacco “doesn’t belong at little league fields, it doesn’t belong in major league parks.”

Our campaign to “Knock Tobacco Out of the Park” is gaining momentum. San Francisco, home of the Giants, became the first city in the nation to adopt such a measure in April of 2015. Boston, Los Angeles, Chicago, and New York all had policies in effect for the 2016 season. How did they do, you might wonder? All 5 cities had teams that made the playoffs and the Chicago Cubs managed to compile the best record in baseball this year and win the World Series for the first time since 1908. Now we can’t say for sure that getting tobacco out of Wrigley Field is what finally broke the curse of the billy goat, but it we can say for certain that it didn’t hurt. Since then, Washington DC and Milwaukee have also passed policies, which means that at least 12 of the 30 major league clubs will be playing in tobacco-free jurisdictions next year. Every city that passes an ordinance like the one you’re considering today further solidifies the notion that our kids don’t need to put a pinch between their cheek and gums to become great ballplayers. We hope that St. Petersburg and the Rays become the next city and team to push us closer to our goal - a national pastime free of an ugly addiction. A healthy game, with healthier kids, who no longer associate tobacco use of any kind with their heroes. We believe we can make that history, that we can make tobacco history, but only with your help.

Thank you again for your attention today and the opportunity to speak with you about this important measure. I would welcome the opportunity to answer any questions you may have about the national campaign, the policies that we have worked to pass in other cities, and how St. Petersburg could play a critical role in helping to Knock Tobacco out of the Park.

Thank you.
It’s Time To Take Tobacco Out of Baseball

Smokeless tobacco use by Major League Baseball (MLB) players endangers the health of impressionable youth who follow their lead, as well as the players themselves. It sets a terrible example for the millions of young people who watch baseball and see players and managers using tobacco. It is time to take tobacco out of baseball once and for all - both to set the right example for America’s kids and for the health of baseball players.

**PROBLEM**

Recent headlines have driven home the seriousness of the problem. Last June, Hall of Famer Tony Gwynn died at age 54 after a long battle with salivary gland cancer, which he attributed to his long-time use of chewing tobacco. Two months later, pitching great Curt Schilling, only 47, announced his treatment for oral cancer that he said was “without a doubt, unquestionably” caused by 30 years of chewing tobacco. How much more tragic news should we have to endure? Face facts:

- **Smokeless tobacco is harmful to health**
  
  Public health authorities, including the U.S. Surgeon General and the National Cancer Institute, have found that smokeless tobacco use is hazardous to health and can lead to nicotine addiction. Smokeless tobacco contains at least 28 cancer-causing chemicals and causes oral, pancreatic and esophageal cancer – as well as other health problems.

- **Too many kids are using smokeless tobacco**
  
  Even as cigarette use continues a steady decline among youth, smokeless tobacco use has remained troublingly steady. According to the Centers for Disease Control and Prevention (CDC), in 2013, 14.7 percent of high school boys (and 8.8 percent of all high school students) reported current use of smokeless tobacco products. Each year, about 535,000 kids age 12-17 use smokeless tobacco for the first time.
• **Tobacco use in baseball reinforces tobacco marketing**
  Smokeless tobacco companies spent $435 million on marketing in 2012 (the most recent year available), three times the amount spent in 1998. Smokeless tobacco use in baseball reinforces the industry’s message that teen boys can’t be real men unless they chew.

• **Professional baseball players are role models for youth**
  A CDC expert stated, “Athletes serve as role models for youth, and smokeless tobacco manufacturers have used advertising, images, and testimonials featuring athletes and sports to make smokeless tobacco products appear attractive to youth.”

**SOLUTION**

It’s time for city and state leaders to step up to the plate and protect our kids by passing laws to make baseball stadiums **completely tobacco-free.**

For years, leading health organizations have called for an end to smokeless tobacco in baseball. We mounted a major campaign in 2010-2011 that made some strides – including securing a prohibition on players carrying tobacco tins in their uniforms and using smokeless tobacco during TV interviews. But these restrictions did not eliminate smokeless tobacco use at ballparks – the step that can best prevent young people from ever starting down the road to addiction, disease and premature death. It’s time — finally — to take tobacco out of baseball completely. The obvious solution is for MLB and the players association to agree to rid baseball of tobacco for good. However, the league cannot unilaterally prohibit smokeless tobacco and no agreement has been reached to date.

Since baseball has been unable to address this threat to kids across the country, it’s now up to cities and states with major league teams to step up and protect our kids. They can take a critical step by prohibiting use of all tobacco products, including smokeless tobacco, at baseball venues. San Francisco passed such a law earlier this year. Now, Los Angeles and Boston are pursuing that route as well.

**RATIONALE**

Such legislation will send a simple and powerful message to kids: baseball and tobacco don’t mix. Our national pastime should be about promoting a healthy and active lifestyle, not a deadly and addictive product.

This action will not affect what players can do in their personal lives, although they should be encouraged to quit using tobacco for their own health. Baseball stadiums, however, are workplaces and public places. It’s entirely appropriate to restrict the use of a harmful substance in such a setting. While players are on the job — on the field or in front of a camera — they have a responsibility to set the right example for kids.
Don’t just take our word for it

*Baseball experts, editorial boards, sportswriters and others all agree that it’s time to take tobacco out of baseball.*

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**The Fresno Bee, June 18, 2014**

“[Y]ou can bet that many kids wanted to emulate their heroes. ... So this should be another teachable moment — for teenage boys in particular — on the dangers of smokeless tobacco. ... [P]layers ought to think about the example they’re setting as well as their own health as they try to break the addiction.”

Keith Olbermann, noted baseball commentator, June 22, 2014

“Banning the habit would be a good idea, not just as a way of remembering Tony Gwynn but protecting players’ health and as an example for the fans of the game.”

**The Boston Globe, Aug. 23, 2014**

“[It’s] time for the Major League Baseball players’ union to honor [Tony] Gwynn, [Curt] Schilling, and other victims of chewing tobacco by banning it from baseball.”

**Jim Caple, ESPN columnist and senior writer, June 17, 2014**

“[Tony] Gwynn was a wonderful man. The best way to honor him is to eliminate the very thing that killed him. Let’s get rid of chewing tobacco so that no other player suffers and dies as Tony did.”

**The Chicago Sun-Times, July 19, 2014**

“The tobacco ban may be carefully stowed away, but when Major League Baseball players head out to the field there’s no mistaking a cheek bulging with chaw. In honor of Tony Gwynn, it’s time to end the charade. MLB players can honor Gwynn ... by agreeing to ban all smokeless tobacco products on the field.”

**Joe Garagiola, Sr., ex-MLB player, TV host and longtime advocate against chewing tobacco in baseball, June 17, 2014**

“Let’s do something ... Tony Gwynn’s death is sad enough. I hope it triggers [a ban].” In a separate interview he said, “I just wish that [the players association] would take a more serious look at it and don’t wait for good people to die, good guys like Tony Gwynn. That’s a big loss for baseball.”

**Deron Snyder, sportswriter, The Washington Times, June 18, 2014**

“Now that he’s dead from oral cancer at 54, I wish baseball had banned the practice [of dipping tobacco] during his 20-year Hall of Fame career. ... Here’s hoping the players’ union supports a ban in the next labor agreement, to assist the loved ones of current and future ballplayers.”

**Connor O’Gara, sportswriter, The Kearney Hub in Nebraska, June 17, 2014**

“Major League Baseball has slept far too long on the growing epidemic of chewing tobacco in its game. The argument that ‘it’s just part of the culture,’ is the problem and the excuse. Gwynn’s death needs to show the players union that a ban on chewing tobacco has to happen and it has to happen now.”
For Immediate Release
October 19, 2016

STATEMENT FROM THE TAMPA BAY RAYS

ST. PETERSBURG, Fla.— Today, the Tampa Bay Rays issued the following statement:

"The Tampa Bay Rays, in coordination with Major League Baseball, support Council Member Darden Rice's proposal to ban smokeless tobacco at Tropicana Field."

—RAYS—

The Tampa Bay Rays have proudly represented Major League Baseball in the Tampa Bay region since 1998. The organization and its foundation are committed to building a strong community bond through meaningful interaction and charitable contributions.
Smokeless Tobacco in Sport and Use Among Adolescents

April 10, 2015

Benjamin W. Chaffee, DDS MPH PhD, Elizabeth T. Couch, RDH MS, Margaret M. Walsh, RDH MS MA EdD
University of California San Francisco, School of Dentistry, Division of Oral Epidemiology and Dental Public Health
San Francisco, CA 94143-1361

Main Findings

• Smokeless tobacco use substantially increases the risk of oral and pancreatic cancer, gum disease, nicotine addiction, and initiation of cigarette smoking among adolescents.

• Nearly 15% of U.S. high school males currently use smokeless tobacco, and use prevalence is higher among high school students who participate in organized sports than among non-athlete peers.

• There is little evidence that smokeless tobacco improves athletic performance, yet use among participants in certain sports and athletic events, such as ice hockey, baseball, wrestling, and rodeo, far exceed levels observed in the general population.

• Modeling of smokeless tobacco use by family, friends, respected coaches, and elite athletes is strongly associated with smokeless tobacco initiation among adolescent males.

• Competitive organized baseball, including professional leagues, exhibits exceptionally high levels of smokeless tobacco use among its players.

• On-camera use at the major league level is broadcast to millions of viewers: an implicit product endorsement to children and adolescents.

• An environmental context that embraces smokeless tobacco as normative within athletic culture stimulates greater smokeless tobacco initiation and continued use on the part of young male athletes.

Smokeless tobacco, which includes both oral moist snuff and chewing tobacco, imbues substantial health risks, not limited to increased chances of oral and pancreatic cancer, gum disease, nicotine addiction, and, among adolescents, increased likelihood of smoking initiation. There is little evidence that use of smokeless tobacco enhances athletic performance; yet, sporting events and athletic participation are consistently identified as key contexts associated with smokeless tobacco use. The tobacco industry has long marketed smokeless tobacco products at sporting events and targeted elite athletes for product endorsements in order to integrate smokeless tobacco into the sporting culture. Young males, whether striving to gain the acceptance of admired peers or to emulate respected athletes and coaches, often engage in smokeless tobacco experimentation and continued use during sports participation or attendance at sporting events. In the United States, male high school athletes are significantly more likely to use smokeless tobacco than their

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This report is available in the UC eScholarship Repository at: wwwescholarship.org/uc/item/6rc5v9t2
non-athlete counterparts. The same holds true for female high school athletes, although smokeless tobacco use is much less common among females overall. In contrast, cigarette smoking is less prevalent among high school athletes than non-athletes. Baseball, in particular, is one of several sports, including rodeo, wrestling, ice hockey, and football, that are associated with high levels of smokeless tobacco use among its participants, extending across the high school, college, and professional ranks. Smokeless tobacco use is prohibited on the field of play in college baseball and in the minor leagues. Major League Baseball bars its players from carrying smokeless tobacco products in their uniforms but does not ban use during play, which results in the broadcast of implicit product endorsements to millions of viewers worldwide.

Smokeless Tobacco and Health Risks

The term smokeless tobacco includes oral tobacco products that are placed in the mouth and absorbed through the oral tissues, as well as powder tobacco mixtures that are inhaled and absorbed in the nose [1]. The predominant forms of smokeless tobacco used by U.S. adolescents and adults are oral moist snuff (known as dip) and chewing tobacco [2]. Oral snuff is a finely ground tobacco leaf, packaged either loose or in a tea-bag-like sachet. Snuff users place a small amount of oral snuff between the cheek and the gum. Chewing tobacco is a more coarsely shredded tobacco leaf. Tobacco chewers place a “chaw” of loose-leaf tobacco or a “plug” of compressed tobacco in the cheek. Oral snuff and chewing tobacco users generally spit out the tobacco juices and generated saliva, but sometimes such users swallow them. Many smokeless tobacco products contain much larger amounts of cancer-causing chemicals (nitrosamines) than those commonly found in cigarettes [3]. Manufacturers control the amount of free nicotine available for uptake into the body by controlling the acidity (pH) of their products, as nicotine is absorbed more readily under less acidic (more alkaline) conditions [4]. This product feature serves as part of a broader strategy to tailor products to specific groups of users [5]. For example, the low-pH (more acidic) Skoal Bandits product was introduced in the 1980s, allowing new users to initiate with a low-nicotine product and avoid the unpleasant side effects of nicotine toxicity (e.g., nausea, vomiting) [6-8]. Users commonly graduate to higher nicotine, more alkaline products that are highly addictive and difficult to quit [9].

The high prevalence of smokeless tobacco use among young males puts them at risk for serious adverse health effects. Smokeless tobacco use increases the likelihood of smoking onset in adolescent males [10-13] and is associated with an increased risk of oral [14], esophageal [14], and pancreatic cancer [15-18], nicotine dependence [19], and possibly cardiovascular disease [20,21]. Other negative health effects of smokeless tobacco use include gingival and periodontal disease (gum disease), dental caries (cavities), tooth staining, tooth wear (erosion), mouth sores, and salivary gland abnormalities [22-27]. In a national study of U.S. middle and high school students, oral lesions (mouth sores) were present in 27% of those adolescents who reported use of oral snuff or chewing tobacco at least once in the prior 30 days [28].

Dual use of smokeless tobacco along with other forms of tobacco, such as cigarettes, is associated with a heightened risk of adverse health effects, greater nicotine dependence, and reduced smoking cessation [29-31]. Adolescents dependent on nicotine are less likely
to successfully quit and are more likely to smoke as adults, thereby increasing associated mortality and costs [32-34]. Estimates of the percentage of high school males who used smokeless tobacco in the past 30 days and also smoked cigarettes are as high as 60% [31,35].

Smokeless Tobacco Use: Youth Prevalence and Trends

Although smoking among U.S. high school students has gradually declined over the past decade, use of oral moist snuff and chewing tobacco has not. Including males and females, youth smokeless tobacco use in the U.S. declined from 1995 to 1999, but has since remained relatively unchanged, increasing slightly from 7.8% (1999) to 8.8% (2013) [36]. In 2013, smokeless tobacco use continues to be sharply higher among high school males (14.7%) than females (2.9%) [37], and use prevalence rises steadily with grade in school: current use among males increases from 11.2% in the 9th grade to 16.6% in the 12th grade [37].

Smokeless Tobacco Use by Athletes

Among all U.S. adult men, in 2012-2013, 4.8% reported regular use of smokeless tobacco “every day” or “some days” [2]. However, smokeless tobacco use is dramatically higher among young athletes participating in certain sports. In a 2009 National Collegiate Athletic Association (NCAA) survey of substance use by college student-athletes, for example, prevalence of using smokeless tobacco at least once in the past year among men’s sports participants was 54.2% for ice hockey, 52.3% for baseball, 47.6% for wrestling, 41.0% for lacrosse, and 27.9% for football [38]. Smokeless tobacco was the second-most commonly used substance among college baseball athletes, after alcohol, with more than twice as many players having used smokeless tobacco (52.3%) than had used cigarettes (19.2%) or marijuana (2.1%) [38].

In the early 1990s, the NCAA and Minor League Baseball both instituted measures to ban the use of smokeless tobacco during competition [39]. Following these regulations, from 1998 to 2003, there was a gradual decline in use prevalence among minor league players [40]. However, the NCAA and minor league bans have been criticized for lax enforcement, and smokeless tobacco use on playing fields remains widespread [41,42].

In contrast to the decline in smokeless tobacco use observed among minor league players, use of smokeless tobacco in Major League Baseball (MLB), which does not prohibit use by players and coaches during competition, remained unchanged at 36% during the same time period [40]. Recent evidence suggests that the high prevalence of smokeless tobacco use persists among major league players today. This year, a new study reported that 37% of 159 surveyed MLB players and coaches were smokeless tobacco users [43], nearly identical to the prevalence estimates recorded a decade prior [40].

While chewing tobacco has been present in MLB for many decades, oral snuff became increasingly commonplace in the major leagues during the 1970s and 1980s [8,40]. At the time, the health risks of cigarette smoking were achieving broad public attention, and smokeless tobacco companies launched aggressive marketing campaigns to target
professional baseball athletes, including sample distribution in major league clubhouses [8,40]. As a result, professional baseball athletes have a lengthy history of unpaid, nationally broadcast smokeless tobacco endorsements via on-camera product use during widely broadcast games, such as the World Series [44,45].

Sports announcers have drawn attention to players’ smokeless tobacco use, once, for example, relaying a story that a pitcher was told to improve his delivery to home plate by positioning his body “to show the catcher his Skoal” in his back pocket [45]. Major League Baseball barred its players from carrying tobacco products in their uniforms beginning with the 2012 season [46], but the league stopped short of an outright ban. Public health advocates have expressed outrage at what has been described as deliberate infiltration into professional baseball on the part of the smokeless tobacco industry and the co-opting of smokeless tobacco into the values and traditions of the sport for the promotion of a dangerous product [8].

Smokeless Tobacco and Athletic Performance

Nicotine raises resting heart rate and blood pressure but does not cause an increase in maximal oxygen uptake or cardiac output and may decrease muscular strength [47]. A clinical study of oral and other health effects of smokeless tobacco use among 1109 professional baseball players and coaches was completed during Major League Spring Training in 1988 [25,26,48]. Oral leukoplakia, a form of pre-cancerous mouth lesion, was detected in nearly half (46%) of current weekly smokeless tobacco users [25]. Moreover, in areas of the mouth adjacent to where players held the smokeless tobacco, there was significantly greater loss of the supporting tissues of the teeth (gums and bone) than in similar sites in non-users [26]. However, there was no discernible difference in the in-season, on-field performance between players who did or did not report smokeless tobacco use [49].

The World Anti-Doping Agency is currently monitoring nicotine as a doping product [50]. Even without evidence of enhanced performance, nicotine can still be named a forbidden substance for its health risks and for failure to respect the spirit of the sport [47].

Smokeless Tobacco and Role Modeling

Modeling of smokeless tobacco use by family, friends, and others is strongly associated with initiation and use intensity among high school males [51-53]. Acceptance into male-oriented social networks and emulation of respected male figures has been repeatedly described as central to the process of smokeless tobacco initiation for young males [54,55]. Adult men who use smokeless tobacco commonly report use while attending or participating in sporting events [54,56], and sporting events can be settings for initial smokeless tobacco experimentation [54]. In a study of male ice hockey players in Sweden, socialization related to sports participation was a major factor in the decision to use oral snuff [57]. Smokeless tobacco use by admired elite players and coaches normalized smokeless tobacco within the sporting environment, which then fostered initiation among younger players [57].

Tobacco companies have exploited peer influence and role modeling to sell smokeless
tobacco products. Tobacco advertising may particularly influence youth, who look to messages delivered through marketing and other media for examples and cues related to socially endorsed behavior and appearance [58,59]. In a 1989 review of advertising and promotion of smokeless tobacco products, Ernster cited instances of famous athletes endorsing the products and encouraging consumers to use them [60]. Smokeless tobacco logos appeared as promotional devices on baseball caps and other athletic paraphernalia [60].

Smokeless tobacco products continue to be heavily promoted in male-centric and sports-oriented magazines with substantial youth readership [61]. In 2014, ads for the Skoal brand of smokeless tobacco products returned to mainstream magazines after a 5-year hiatus, with ads featuring young men engaged in outdoor activities and peer camaraderie, rejoining the persistent magazine campaigns from the Grizzly brand that stress masculinity [62,63].

Smokeless Tobacco and High School Athletes

Professional and college athletes provide a powerful model for boys and young men to use smokeless tobacco by legitimizing chewing and dipping as an integral part of being a successful athlete, and the high levels of smokeless tobacco use observed in the college and professional ranks are mirrored among adolescent athletes. Adolescents who participate in high school sports are at greater risk of using smokeless tobacco. Pooling the results of six studies [64-69], Diehl and colleagues [70] reported that high school athletes were at 60% greater odds of using smokeless tobacco than were non-athletes. This association was found in all of these six studies; yet, the opposite association held for cigarette smoking: in each study, high school athletes were less likely than non-athletes to smoke cigarettes, despite the increased risk for using smokeless tobacco [64-69]. Overall, high school females were much less likely than their male counterparts to use smokeless tobacco, but female athletes used smokeless tobacco at higher levels than female non-athletes [67,71]. Smokeless tobacco use was strongly associated with particular sports and athletic activities. Davis and colleagues [65] reported levels of use from 22% to 28% among high school males who participated in a set of “medium intensity” sports that included baseball, football, wrestling, track, and rodeo. In a survey of high school male baseball athletes in California, 46% had ever tried smokeless tobacco, and 15% were defined as current users [52].

Higher levels of smokeless tobacco use were significantly associated with perceived use by baseball coaches, by teammates, and by other baseball athletes of similar age [52]. Taken together, an environmental context that embraces smokeless tobacco use as normative behavior within sporting culture stimulates greater smokeless tobacco initiation and continued use on the part of young male athletes.
References


60. Ernster VL. Advertising and promotion of smokeless tobacco products. NCI Monogr. 1989;8:87-94.
Athletes are not a typical at-risk group for smoking combustible tobacco products, because they are generally health conscious and desire to remain fit and optimize athletic performance (1). In contrast, smokeless tobacco use historically has been associated with certain sports, such as baseball (2). Athletes might be more likely to use certain tobacco products, such as smokeless tobacco, if they perceive them to be harmless (3); however, smokeless tobacco use is not safe and is associated with increased risk for pancreatic, esophageal, and oral cancers (4). Tobacco use among youth athletes is of particular concern, because most adult tobacco users first try tobacco before age 18 years (5). To examine prevalence and trends in current (≥1 day during the past 30 days) use of combustible tobacco (cigarettes, cigars) and smokeless tobacco (chewing tobacco, snuff, or dip [moist snuff]) products among athlete and nonathlete high school students, CDC analyzed data from the 2001–2013 National Youth Risk Behavior Surveys. Current use of any tobacco (combustible or smokeless tobacco) significantly declined from 33.9% in 2001 to 22.4% in 2013; however, current smokeless tobacco use significantly increased from 10.0% to 11.1% among athletes, and did not change (5.9%) among nonathletes. Furthermore, in 2013, compared with nonathletes, athletes had significantly higher odds of being current smokeless tobacco users (adjusted odds ratio [AOR] = 1.77, p<0.05), but significantly lower odds of being current combustible tobacco users (AOR = 0.80, p<0.05). These findings suggest that opportunities exist for development of stronger tobacco control and prevention measures targeting youth athletes regarding the health risks associated with all forms of tobacco use.

The national Youth Risk Behavior Survey is a biennial, school-based survey of U.S. high school students.* For each survey, a three-stage cluster sample design was used to produce a nationally representative sample of students in grades 9–12 who attend public and private schools. Students completed a self-administered questionnaire during one class period and recorded their responses directly on a computer scannable booklet or answer sheet. During 2001–2013, sample sizes ranged from 13,583 to 16,410; overall response rates ranged from 63% to 71%.

Current use of combustible tobacco products, smokeless tobacco products, and any tobacco product was self-reported.† Athletic status was assessed with the question, “During the past 12 months, on how many sports teams did you play? (Count any teams run by your school or community groups.)” Response options were “0 teams,” “1 team,” “2 teams,” or “3 or more teams.” Students who selected a response other than “0 teams” were categorized as athletes; all other responses were categorized as nonathletes.

Data were weighted to yield nationally representative estimates. Prevalence estimates were computed overall and by grade (9th, 10th, 11th, or 12th), sex (male or female), race/ethnicity (non-Hispanic white, non-Hispanic black, or Hispanic),§ and athletic status (athlete or nonathlete). Estimates were also computed on the basis of the number of sports teams on which students participated (0, 1, 2, ≥3). Estimates with relative standard errors >30% are not reported. Logistic regression models were fit, controlling for grade, sex, and race/ethnicity, to assess linear trends in tobacco use during 2001–2013, as well as measure the association between athletic status and tobacco use during each survey year.

Among U.S. high school students during 2001–2013, significant declines occurred in current use of any tobacco (33.9% to 22.4%) and combustible tobacco products (31.5% to 19.5%) (p<0.05 for linear trend); no significant change was observed in current smokeless tobacco use (Table). During the same period, significant declines in current use of any tobacco product occurred among all subgroups (sex, grade, race/ethnicity, and athletic status), with the exception of 11th grade athletes. Significant declines in

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*The national Youth Risk Behavior Survey (YRBS), conducted by CDC, is part of a larger school-based surveillance system, the Youth Risk Behavior Surveillance System (YRBSS). In addition to the national YRBS, the YRBSS includes other state, territorial, tribal government, and local surveys, conducted by departments of health and education, which provide data representative of mostly public high school students in each jurisdiction. Available at http://www.cdc.gov/yrbss.

†To ascertain past 30-day use of cigarettes, cigars, and smokeless tobacco, respondents were asked the following questions: 1) “During the past 30 days, on how many days did you smoke cigarettes?”; 2) “During the past 30 days, on how many days did you smoke cigars, cigarillos, or little cigars?”; and 3) “During the past 30 days, on how many days did you use chewing tobacco, snuff, or dip, such as Redman, Levi Garrett, Beechnut, Skoal, Skoal Bandits, or Copenhagen?” Categorical response options to all three questions were “0 days,” “1 or 2 days,” “3 to 5 days,” “6 to 9 days,” “10 to 19 days,” “20 to 29 days,” or “all 30 days.” Students who provided a response other than “0 days” were categorized as current users of each respective product.

§Data are presented only for non-Hispanic white non-Hispanic black, and Hispanic students because sample sizes for other race/ethnic groups were too small to provide statistically reliable estimates.

During 2013, the adjusted odds of current use of any tobacco, combustible tobacco, and smokeless tobacco were significantly higher among male students than female students, overall, and among athletes (p<0.05). Among nonathletes, the odds of current use of any tobacco and smokeless tobacco were significantly higher among male students, whereas no sex difference was observed for combustible tobacco use. Students in 9th and 10th grades had significantly lower odds of current use of any tobacco and combustible tobacco than 12th grade students, overall as well as among athletes and nonathletes; however, with the exception of 9th grade athletes, no significant grade differences existed for current use of smokeless tobacco. Students in 11th grade did not differ significantly in current use of any tobacco, combustible tobacco, or smokeless tobacco compared with 12th grade students, overall or among athletes or nonathletes. Overall and among both athletes and nonathletes, non-Hispanic black and Hispanic students had significantly lower odds of current use of any tobacco, combustible tobacco, and smokeless tobacco compared with non-Hispanic white students, with one exception: Hispanic athletes did not differ significantly from non-Hispanic white athletes in current use of combustible tobacco.

Athletes had significantly lower adjusted odds of current combustible tobacco use than nonathletes during 2001–2013; conversely, athletes had significantly higher adjusted odds of current smokeless tobacco use than nonathletes in 2001, 2005, 2011, and 2013 (p<0.05) (Figure 1). An inverse association between level of sports team participation and the prevalence of combustible tobacco use was identified; during 2013, prevalence of combustible tobacco use was 21.3%, 19.6%, 17.1%, and 15.8% among students participating in zero, one, two, or three or more sports teams, respectively (p<0.05) (Figure 2). In contrast, a positive association between the level of sports team participation and the prevalence of smokeless tobacco use was identified; during 2013, prevalence of smokeless tobacco use was 5.9%, 10.2%, 11.5%, and 12.5% among students participating in zero, one, two, or three or more sports teams, respectively (p<0.05).

**Discussion**

During 2001–2013, current use of smokeless tobacco increased significantly among high school athletes, but not among high school nonathletes athletes reported higher use of smokeless tobacco, but lower use of combustible tobacco products than nonathletes. The lower use of combustible tobacco products among athletes might reflect an awareness of the adverse consequences of smoking on athletic performance, including reduced lung and cardiovascular function, reduced overall fitness, and poor wound healing (6). However, the higher smokeless tobacco use among athletes compared with nonathletes suggests athletes might perceive these products as being harmless, socially acceptable, or even a way to enhance athletic performance (3,7). Using smokeless tobacco products can adversely affect athletic performance and cause disease and premature death because they can contain nicotine, toxins, and carcinogens (4,6). For example, several professional U.S. athletes with a history of smokeless tobacco use have had a diagnosis of, or died from, oral cancer (8). Given that use of tobacco by youth in any form is unsafe, efforts are warranted to educate youth about the dangers of use of all forms of tobacco products, irrespective of whether they are combustible, noncombustible, or electronic (6).

The tobacco industry has marketed smokeless tobacco products as an alternative to cigarettes in situations where smoking is prohibited (9), which might further promote smokeless tobacco use among athletes. Although smokeless tobacco use is prohibited in major league baseball, its use is restricted but not prohibited in major league baseball.** Smokeless tobacco use among professional athletes is an important issue because they often are considered role models by youth (9). On May 8, 2015, San Francisco,

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**FIGURE 1. Adjusted odds ratios,* with 95% confidence intervals, for current use of combustible and smokeless tobacco products among high school athletes compared with nonathletes — Youth Risk Behavior Surveys, United States, 2001–2013**

- *Adjusted for grade, sex, and race/ethnicity in a binary logistic regression model. Adjusted odds ratios are for athletes, using nonathletes as the reference category.
- Current combustible tobacco use was defined as having smoked cigarettes or cigars, cigarillos, or little cigars on ≥1 day during the 30 days before the survey.
- Current smokeless tobacco use was defined as having chewed tobacco, snuff, or dip on ≥1 day during the 30 days before the survey.
- Athletes were defined as students who played on at least one sports team, run by their school or community groups, during the 12 months before the survey. Nonathletes were students who did not play on a sports team during the 12 months before the survey.
California, became the first U.S. city to pass a law prohibiting the use of smokeless tobacco at all baseball venues and athletic fields, effective January 1, 2015. The city of Boston, Massachusetts has also proposed an ordinance prohibiting smokeless tobacco use at all professional and amateur sports venues in Boston. Implementing and enforcing tobacco-free policies that prohibit all tobacco use on school campuses and at all public recreational facilities, including stadiums, parks, and school gyms, by players, coaches, referees, and fans might help reduce tobacco use among student athletes (5). In addition to tobacco-free policies, continued implementation of other population-level, evidence-based interventions outlined in the CDC Best Practices for Comprehensive Tobacco Control Programs is also critical to reducing all forms of tobacco use among youth; these interventions include increasing tobacco product prices, warning about the dangers of tobacco use, and increasing access to tobacco use cessation resources.

The differences in tobacco use among population subgroups (overall and among athletes), including the higher prevalence of both combustible tobacco and smokeless tobacco use among male students, non-Hispanic white students, and students in 11th and 12th grade, might be related to dissimilarities among these groups in socialization with tobacco-using peers, exposure and receptivity to pro-tobacco advertising, and targeted marketing of tobacco products by the tobacco industry (5).

The findings in this report are subject to at least six limitations. First, sports team participation and tobacco use were self-reported and might be subject to misreporting of tobacco use, which could lead to under- or overestimating tobacco use, as well as misclassification of athlete status (e.g., respondents who engaged in fitness activities, but did not play on a school or community team would...
Summary

What is already known on this topic?

Athletes might be more likely to use certain tobacco products, such as smokeless tobacco, if they perceive them to be harmless; however, smokeless tobacco use is not safe, and is associated with increased risk for oral, esophageal, and pancreatic cancers.

What is added by this report?

Data from national Youth Risk Behavior Surveys indicate that current (≥1 day during the past 30 days) use of any tobacco product by U.S. high school students declined from 33.9% in 2001 to 22.4% in 2013; however, current smokeless tobacco use increased from 10.0% to 11.1% among high school athletes. Compared with nonathletes, athletes had higher odds of being current smokeless tobacco users, but lower odds of being current combustible tobacco users.

What are the implications for public health?

Tobacco education programs tailored to high school athletes, coupled with other population-level, evidence-based interventions, have the potential to increase awareness of the harmfulness of all tobacco products and reduce all forms of tobacco use, including smokeless tobacco, among youth.

Sports activities present opportunities to reach young persons with public health interventions. Tobacco education programs tailored to high school athletes, coupled with other population-level evidence-based interventions, have the potential to increase awareness of the dangers of tobacco use and to reduce the use of all forms of tobacco, including smokeless tobacco, among youth.

Additional information available at http://www.cdc.gov/tobacco/youth/sports.

References

PRELIMINARY ANALYSIS:
DISTRICT COOLING PLANT FOR
THE CITY OF ST. PETERSBURG

December 15, 2016

APPROACH

- Study completed by Griner Engineering, Inc. with Task Order 13-03-GRI/SEM
- Cost of study $6,200
- Oracle Project Number 13169
- Government owned buildings in the downtown core considered for the loop
- Estimated construction cost of the system and return on investment (ROI) included in the study
ENERGY ANALYSIS

- Create a load model for each building which calculates the HVAC requirements hourly for 8,760 hours/year
- Take the load model and combine it with information on each building’s HVAC system to calculate the energy use
- System modeled using Carrier Hourly Analysis Program (HAP) to size the Plant and calculate the total energy usage
- HAP complies with the requirements of the USGBC and ASHRAE 90.1, the benchmark for commercial energy use for 35 years

HOW A DISTRICT COOLING SYSTEM WORKS

- Cooling Plant
- Distribution Piping
- Customer Transfer Stations
- Building Systems
COOLING PLANT

- Model estimated the building load at 2000 tons
- Designed Plant for 3000 tons to include redundancy
- Estimated for three (3) 1000 ton chillers
- Cooling towers on top of the building to reduce footprint

DISTRIBUTION PIPING

- Judicial Building
- 501 Building
- Human Services Building
- Sebring Building
- CoSP City Hall
- Municipal Services Building
- Mirror Lake Library
- Shuffleboard Club
- Coliseum
- Sunshine Center
CAPITAL & ENERGY SAVINGS ESTIMATE

- $10,518,880 total estimated cost to build the system
- $259,885 energy savings per year
- Simple ROI 40.5 years, IRR -3.4%
  - Without Private/Commercial participation
  - Does not include avoidance costs to replace chillers in any of the existing buildings

RECOMMENDATIONS

- Expand the user base to make the project more economically viable
  - New Police Complex does not add the necessary load required
- Engage City Economic Development and Building & Permitting Departments to identify interested business/private buildings
- Conduct Phase 2 analysis with Griner Engineering to complete Life Cycle Cost Analysis including review of rebates and grants available
MEMORANDUM

Council Meeting January 5, 2017

TO: The Honorable Chair & Members of City Council

FROM: Chan Srinivasa, City Clerk

RE: Council Meeting Schedule – February 2017 through January 2018

The Attached February 2017 through January 2018 calendar is submitted for your approval and reflects the recommended changes from the December 16, 2015, Committee of the Whole Scheduling of the 2017 Calendar; to include the additional changes subsequent to the December 15, 2016, Committee of the Whole:

Attachments
A RESOLUTION APPROVING THE CITY OF ST. PETERSBURG FEBRUARY 2017 THROUGH JANUARY 2018 CITY COUNCIL MEETING SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the February 2017 through January 2018 City Council Meeting Schedule is hereby approved

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

____________________________
City Attorney or (Designee)
MEMORANDUM

Council Meeting January 5, 2017

TO: The Honorable Chair & Members of City Council
FROM: Chan Srinivasa, City Clerk
RE: Declaring the Election of the Chair and Vice Chair of City Council

A resolution of the City Council of St. Petersburg, Florida electing Council Member Darden Rice as City Council Chair and Council Member Lisa Wheeler-Bowman as City Council Vice Chair for a one-year term ending January 2, 2018

Attachments
A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA ELECTING COUNCIL MEMBER DARDEN RICE AS CITY COUNCIL CHAIR AND COUNCIL MEMBER LISA WHEELER-BOWMAN AS CITY COUNCIL VICE CHAIR FOR A ONE-YEAR TERM ENDING JANUARY 2, 2018; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Council Member Darden Rice is hereby elected as City Council Chair and Council Member Lisa Wheeler-Bowman is hereby elected as City Council Vice Chair for a one-year term ending January 2, 2018 or until their successors are elected, whichever is later.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance

______________________________
City Attorney (Designee)
To: The Honorable Chair and Members of City Council

Subject: Renewing an agreement with UnitedHealthcare Insurance Company for group health program administrative services at an estimated annual cost of $1,319,017; authorizing the Mayor or his designee to pay claims and fund health reimbursement accounts associated with the self-funded program, estimated at $46,418,716; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

Explanation: On January 9, 2014, City Council approved a one-year agreement for group health program administration, effective through March 31, 2015; with three one-year renewal options. This is the third renewal.

UnitedHealthcare provides administrative services for group medical and pharmacy benefits. These services include claims administration, access to United's network of contracted providers, communication services and web access for the City and members. Also included are the services of a full-time, onsite UnitedHealthcare representative and an annual $50,000 Wellness activity budget.

Utilization in all major categories of service (except for pharmacy) has been below the benchmark used to monitor program performance for the past 12 months. The total program cost for the 2017–2018 plan year is expected to increase four percent, lower than the national trend rate. Primary care services offered by the Health and Wellness Center, the City's diverse Wellness Program, pharmacy plan management and a lower number of large claimants contributed to the lower than average increase.

No plan design changes are proposed. Beginning April 1, 2017, UnitedHealthcare's Virtual Visits service will be available to all members. Virtual Visits allow members to see and speak with a physician from a mobile device or computer without an appointment. Virtual Visits is designed to provide treatment for minor, non-emergency medical conditions. There is no additional administrative fee to provide this service.

The group health program is self-funded; revenues are received via monthly premiums charged to the City, employees and retirees and from other income. The cost of the program includes medical and pharmacy claims, internal and external administrative costs, fees for the Health and Wellness Center, individual stop loss insurance premiums and fees required by the Affordable Care Act.

The Procurement Department, in cooperation with the Human Resources Department, recommends for renewal:

UnitedHealthcare Insurance Company ...........................................................................................................................................................................$ 1,319,017

Administrative Services ($30.66 per member per month) ...........................................................................................................................................................................$1,271,899*
Flexible Spending Account Administration ($5.33 per participant per month) ...........................................................................................................$ 39,655*
Health Reimbursement Account Administration ($3.38 per participant per month) ...........................................................................................................$ 7,463*

Total projected cost of group health program ...........................................................................................................................................................................$46,418,716

*Dependent upon actual enrollment
Cost/Funding/Assessment Information: Funds are available in the Health Insurance Fund (5121), Human Resources Group Benefits (0901177).

Attachments:  
- Group Health Insurance – Estimated Expenses and Revenues  
- Group Health Insurance – Rate History  
- Group Health Insurance Rates – Employees  
- Group Health Insurance Rates – Retirees  
- Resolution

Approvals:  
Administrative  
Budget
City of St. Petersburg
April 1, 2017- March 31, 2018 Group Health Program *

Estimated Expenses and Revenues

### Estimated Expenses

1. Projected Claims April 1, 2017 – March 31, 2018 $42,830,175
2. Administrative Service Fees – UnitedHealthcare $ 1,319,017
3. Onsite Clinic Expense $ 950,000
4. Estimated Stop Loss Insurance Premiums ** $ 820,135
5. Estimated Internal Administration $ 400,000
6. Health Reimbursement Account Funding $ 83,900
7. PCORI Fee*** $ 15,489

**Total Estimated Group Health Program Cost** $46,418,716

### Estimated Revenues****

1. Revenues from City $32,268,448
2. Revenues from Employees $ 8,927,019
3. Revenues from Retirees $ 4,687,973
4. Medicare Part D Reimbursement $ 300,000

**Total Estimated Group Health Program Revenue** $46,183,440

*Not including cost for Humana Medicare Plans for retirees.
**Cost of Stop Loss Insurance to be submitted for approval as a separate Consent Agenda item.
***Required by Affordable Care Act
****Dependent upon actual enrollments and actual Medicare Part D Reimbursement
## City of St. Petersburg
### Group Health Insurance Monthly Rate History

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## City of St. Petersburg

**Group Health Insurance Rates - Employees**

**Effective April 1, 2017**

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City of St. Petersburg  
Group Health Insurance Rates - Retirees  
Effective April 1, 2017

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<td>Family</td>
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WHEREAS, on January 9, 2014 City Council approved a one-year agreement with three one-year renewal options for group health plan administration services to UnitedHealthcare of Florida, Inc. pursuant to Bid No. 7546 dated August 16, 2013; and

WHEREAS, on January 8, 2015 City Council approved the first one-year renewal option to the Agreement; and

WHEREAS, on January 7, 2016 City Council approved the second one-year renewal option to the Agreement; and

WHEREAS, the City desires to exercise the third and final renewal option to the Agreement; and

WHEREAS, the group health program is self-funded with revenues received through monthly premiums charged to the City, employees, retirees and from other income; and

WHEREAS the total projected cost of the group health program to be paid to UnitedHealthcare of Florida, Inc. is estimated to be $46,418,716 for the 2017 – 2018 Plan year; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Human Resources Department, recommends approval of the third and final renewal option of the Agreement with UnitedHealthcare of Florida, Inc. and authorization for the Mayor or Mayor’s designee to pay claims and fund health reimbursement accounts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the third and final renewal option to the Agreement with UnitedHealthcare of Florida, Inc. for group health program administrative services at an estimated annual cost not to exceed $1,319,017 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction; and
BE IT FURTHER RESOLVED that the Mayor or Mayor's designee is hereby authorized to pay claims and fund health reimbursement accounts associated with the self-funded program at an estimated cost not to exceed $46,418,716.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
To: The Honorable Chair and Members of City Council

Subject: Accepting a proposal from Humana Insurance Company for voluntary dental DHMO and PPO insurance at an estimated annual premium of $1,190,452; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

Explanation: The Procurement Department received five proposals for dental insurance. Proposals were received from Metropolitan Life Insurance Company, Humana, Inc., United Healthcare Insurance Company, Solstice Benefits, Inc., and Aetna Life Insurance Company. The proposals were ranked on a basis of qualifications, experience, capacity, plan design/differences, plan administration, services, guarantees, and total cost of services. The recommended vendor met all requirements and offered reduced plan rates.

The voluntary dental benefits to be provided are a Dental Health Management Organization (DHMO) and a Preferred Provider Organization (PPO). The DHMO provides benefits at current levels and no office co-pays. The PPO provides benefits at current levels, an increase in the annual maximum coverage allowance from $5,000 to Unlimited and a 5% decrease in the premium rate. The rates for both plans are guaranteed for two years.

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
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<td>Humana Insurance Company</td>
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<td>Humana DHMO</td>
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</tr>
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<td>1,108 employees/retirees</td>
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</tr>
<tr>
<td>Humana PPO</td>
<td>$802,550</td>
</tr>
<tr>
<td>1,361 employees/retirees</td>
<td></td>
</tr>
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</table>

Humana Insurance Company has met the requirements, terms and conditions of RFP No. 6278, dated November 3, 2016. They have provided benefit plans for more than 50 years. Current local public sector clients include: Hillsborough County Public Schools, Hillsborough County, Pinellas County Schools, and the cities of Lakeland and Cape Coral. This agreement will be effective through March 31, 2020, with one two-year renewal option with rate guarantees for two years.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Health Insurance Fund (5121), Human Resources Group Benefits (0901177).

Attachments: Technical Evaluation (5 pages)
Dental Rate History
Resolution

Approvals:

Administrative
Budget
Summary Work Statement

The City received five proposals for RFP No. 6278 Insurance, Dental and Vision. The successful offeror(s) will provide group dental and vision insurance for active and retired employees and their eligible dependents who select coverage. The nine proposals were received from:

- Aetna Life Insurance Company
- Ameritas Life Insurance Corp.
- Davis Vision, Inc.
- Humana Medical Plan, Inc.
- Metropolitan Life Insurance Company
- National Vision Administrators, LLC
- Solstice Benefits, Inc.
- Unitedhealthcare Insurance Company
- Vision Service Plan Insurance Company

Evaluation Committee

The evaluations of the nine proposals were conducted by:

- Chris Guella, Director, Human Resources
- Jason Hall, Benefits Supervisor, Human Resources
- Monica Parrish, Human Resources Analyst, Human Resources

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Qualifications, Experience, and Capacity
- Plan Design/Differences
- Plan Administration, Services, and Guarantees
- Cost

Offerors' Profiles

Below is a profile of each offeror and a summary of the strengths and weaknesses of each offeror as reported after the initial independent review.

Aetna Life Insurance Company is headquartered in Connecticut and was incorporated in Connecticut in 1853. The firm has been providing this service for 163 years and employs 49,639 people. Its strengths include: they matched the current plan closely; provided no charge for simple extractions; they provided a 9% decrease in cost; and firm has over 100 years' experience.

Weaknesses include: Proposal did not provide any references; they did not include any providers for DHMO and PPO plans; they did not provide network disruption information; they provided
lower lifetime maximum for orthodontia; and their rates are guaranteed for 12 months with a 6% cap for years two (2) and three (3).

The proposal meets the City's requirements.

*Ameritas Life Insurance Corp* is headquartered in Nebraska, and was incorporated in Nebraska in 1959. The firm has been providing this service for 33 years and employs 2284 people. Its strengths include: they matched the current plan closely; they provided references with over 10 years of business; 6% cap for years two (2) and three (3); and their Vision high plan matched current plan.

Weaknesses include: they had multiple exception to the city's agreement to include General Liability Coverage; Vision low option plan has no benefits for materials and contacts; they did not provide any independent or retail providers list; and they did not provide a disruption analysis.

The proposal meets the City's requirements.

*Davis Vision, Inc.* is headquartered in Texas, and was incorporated in New York in 1964. The firm has been providing this service for 50 years and employs 863 people. Its strengths include: they provided competitive benefits and discounts; they provided an aggressive cost proposal, 35% decrease in premium; they have an account manager in the Tampa Bay area; and they proposed a 48 month rate guarantee.

Weaknesses include: they had multiple deviations/exceptions to the city's agreement; they currently are a defendant for legal action in Federal Court; no coverage discounts for Walmart or Costco; and their proposal had a 30% disruption for independent providers and a 100% disruption for retail providers.

The proposal meets the City's requirements.

*Humana Medical Plan, Inc.* is headquartered in Kentucky, and was incorporated in Kentucky in 1961. The firm has been providing this service for 55 years and employs 50,000 people. Its strengths include: their proposal improved the Vision low plan benefits for employees; they provide a 12 month rate guarantee with 6% rate cap for years two (2) and three (3); their proposal provides a 2.1% percent decrease in rates over all; they will provide an additional 15% discount on low option frames; their Dental proposal increased the maximum benefit yearly maximum from $5,000 to unlimited; they are offering a $12,000 at risk maximum penalty if performance is not met; they provided a 24 month rate guarantee for the dental plans; and their proposal for Dental is providing a 3.4% decrease in premium; they provide x-rays and panoramic on PPO plan at no charge.

Weaknesses include: there is a 12 month waiting period on major orthodontia; their customer service results are based on their call center not the City; they provided a smaller dollar amount for reimbursement of contacts; and there is a small to no disruption to PPO.

The proposal meets the City's requirements.

*Metropolitan Life Insurance Company* is headquartered in New York, and was incorporated in New York in 1868. The firm has been providing this service for 148 years and employs 27,835 people. Its strengths include: they provided no change to the Vision premium; they provided a 24 month Vision rate guarantee; as the incumbent they provided a good plan design; they provided...
no change in their dental plan; their dental rates are guaranteed for 24 months; and they provided a large network of providers.

Weaknesses include: they had exception to the Vision plans; their low option Vision plan has no out of network benefits and their high option plan has less benefits for elective contacts; they did not provide network analysis; they provided a 90% disruption to retail store providers; their customer service has faltered as the incumbent; they provided rate increases for every year; their proposal has a premium of 3%; no references provided; and they did not provide an access report for the DHMO plan.

The proposal meets the city's requirements.

National Vision Administrators, LLC is headquartered in New Jersey, and was incorporated in New Jersey in 1979. The firm has been providing this service for 37 years and employs 120 people. Its strengths include: they provided a good listing of providers "Eye Care Professional Directory"; their proposal has a 5.9% premium rate decrease; they provided an advantage to materials co-pays on low plan; and they provided a 24 month rate guarantee.

Weaknesses include: they do not have an account manager in the Tampa Bay area; they had exceptions to the agreement; their proposal requires employees/retirees to submit a claim for out of network provider referral; they did not provide and independent provider or retail provider disruption; and they did not provide their network providers.

The proposal meets the city's requirements.

Solstice Benefits, Inc. is headquartered in Florida, and was incorporated in Florida in 2004. The firm has been providing this service for 12 years and employs 137 people. Its strengths include: their customer service is located in Tampa Bay area; they provided an 8% decrease in premium costs; they provided an increase to the Vision low option benefits for materials; they provided a 24 month rate guarantee; they provided a 24 month rate guarantee; they have 29 clients in Florida; and they provided a 26% rate decrease for Vision plans.

Weaknesses include: they provided only three references; their offer does not match current plans; they have a limited network of providers; they provide an 80% disruption for DHMO plan; they provided a 12 month wait for PPO basic, major and orthodontia services; employees/retirees would lose some of their benefits; they provided no plan structure; there proposal provides a 100% disruption in retail providers and 73% in independent providers for the Vision plans; 22 of 30 independent provider not providing coverage; and one third of their network falls under the Dental PPO plan.

The proposal meets the city's requirements.

Unitedhealthcare Insurance Company is headquartered in Minnesota, and was incorporated in Minnesota in 1977. The firm has been providing this service for 29 years and employs 240,000 people. Its strengths include: their proposal provide a 36 month rate guarantee for the Vision plans and a 24 month guarantee for the Dental plans; their proposal provides a 10% decrease in premium for Dental Plans; and they have good customer service.

Weaknesses include: they provided a 30% disruption in independent providers and 40% disruption in retail providers; they provided a 14.2 increase to premiums for Vision plans; they were not able to meet current plans; they don't provide wellness and communication benefits;
they had plan deviations for Dental PPO/DHMO plans; they have a 16% disruption for DHMO plan; and they did not provide a DHMO procedure cost structure or no orthodontia cost structure.

The proposal meets the city's requirements.

_Vision Service Plan Insurance Company_ is headquartered in California, and was incorporated in California in 1955. The firm has been providing this service for 61 years and employs 4,900 people. Its strengths include: they provided a discount program (Simple Value) for health and lifestyle; they have 60 years in the industry and have 29 clients in Florida; they provide a Spanish speaking representative; and they provided a 48 month rate guarantee and a 1.7% decrease in premium costs.

Weaknesses include: they did not provide any out of network coverage; they had plan deviations for both High and Low Vision plans; in their proposal, they stated they may increase premium costs during plan term by the amount of any tax or assessment, but willing to discuss; they provided a 25% increase in premium rates; they have a 100% disruption in retail providers; and their proposal does not cover medically necessary contacts.

The proposal meets the city's requirements.

**Short-listing and Oral Presentations**

The proposals were initially evaluated solely, by the City's Consultant Gallaher Benefit Services, on the evaluation criteria established in the RFP. On December 5, 2016, Gallagher presented the evaluation summaries and the evaluation committee ranked and short-listed proposals for both the Dental and Vision Insurance. The proposals were ranked as follows:

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<tr>
<th>Rank Dental Insurance</th>
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</tr>
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<td>2.</td>
<td>Metropolitan Life Insurance Company</td>
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<table>
<thead>
<tr>
<th>Rank Vision Insurance</th>
<th>Firm</th>
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<td>1.</td>
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<tr>
<td>2.</td>
<td>Metropolitan Life Insurance Company</td>
</tr>
<tr>
<td>3.</td>
<td>Davis Vision</td>
</tr>
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</table>

On December 5, 2016, Humana Medical Plan, Inc., Metropolitan Life Insurance Company, and Davis Vision were invited to submit Best and Final Offers (BAFOs).

**Recommendation for Award**

On December 9, 2016, the evaluation committee met to evaluate the BAFO’s received from Humana and MetLife. The evaluation committee recommended Humana Medical Plan, Inc. as
the highest ranked offer for Dental and Vision Insurance. They have met the requirements of RFP No. 6278 and it has been determined to be the most advantageous to the City; taking into consideration price and the evaluation criteria set forth in a RFP.

*Humana Medical Plan, Inc. was selected for the following reasons:*

- They improved and enhanced the Vision coverages.
- Their Dental proposal increased the maximum benefit yearly maximum from $5,000 to unlimited.
- They decreased the Dental insurance by 3.4% and the Vision insurance by 2.1%.
- They provided a 24 month rate guarantee for the Dental Insurance.
- They are offering a $12,000 at risk maximum penalty if performance is not met.

Chris Guella  
Committee Member

Jason Hall  
Committee Member

Morticia Parrish  
Committee Member
# City of St. Petersburg

## Group Dental Insurance Monthly Rate History

### Plan Years

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A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT (BLANKET AGREEMENT) WITH ONE TWO-YEAR RENEWAL OPTION TO HUMANA INSURANCE COMPANY AT AN ESTIMATED ANNUAL PREMIUM OF $1,190,452 WITH RATE GUARANTEES FOR TWO YEARS FOR VOLUNTARY DENTAL DHMO AND PPO INSURANCE; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 3, 2016, the Procurement Department received five proposals for RFP No. 6278 for City employee voluntary dental DHMO and PPO insurance; and

WHEREAS, Humana Insurance Company has met the requirements for RFP No. 6278; and

WHEREAS, the Procurement Department, in cooperation with the Human 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 proposal is accepted and the award of an agreement (blanket agreement) with one two-year renewal option to Humana Insurance Company at an estimated annual premium of $1,190,452 with rate guarantees for two years for voluntary dental DHOM and PPO insurance is 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:

________________________
City Attorney (designee)
To: The Honorable Chair and Members of City Council

Subject: Approving the purchase from Pierce Manufacturing two replacement fire apparatus for the Fire Rescue Department, Inc. at a total cost of $1,113,788.

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA 16-VEF12.0.

Pierce Manufacturing, Inc. will furnish and deliver two Pierce Impel Custom Pumpers mounted on heavy duty stainless steel bolted bodies and powered by 450hp Cummins diesel engines with Allison EVS3000 transmissions, 65-gallon rear mounted fuel tanks, electric power unit upgrades of 10KW hydraulic generators, tool packages, Akron 8000 series valves, front and rear brakes, dual zone air conditioning, forward EMS cabinets and intercom systems.

The new apparatuses have life expectancies of ten years and will be assigned to Fire Station Six, located at 4825 Ninth Avenue North; and Fire Station Five, located at 855 Fourth Avenue South. These units will replace two 10-year-old units, which will be put into reserve status. The vendor will receive prepayments for both vehicles, which will save the City $37,075. The vendor will provide the City with a performance and payment bond at 100% of purchase cost as security.

The Procurement Department, in cooperation with the Fire & Rescue Department, recommends for award utilizing Florida Sheriffs Association Contract No. FSA 16-VEF12.0:

Pierce Manufacturing, Inc. ...........................................................................................................$1,113,788

Pierce Impel Pumper Spec 19 FSA16-VEF12.0 Base Price $ 359,377
Options #595 157,885
Equipment to be furnished upon delivery of apparatus 72,193
Performance Bond 1,463
100% prepay discount (18,231)
6.5% option list discount per FSA contract (10,262)
Multi-truck purchase discount (5,616)
$556,799

Pierce Impel Pumper Spec 19 FSA16-VEF12.0 Base Price $ 359,377
Options #594 164,683
Equipment to be furnished upon delivery of apparatus 69,195
Performance Bond 1,485
100% prepay discount (18,844)
6.5% option list discount per FSA contract (10,696)
Multi-truck purchase discount (8,091)
$556,989

Continued on Page 2
The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA 16-VEF12.0. This purchase is made in accordance with Section 2-256 (3) of the City Code which authorizes the Mayor or his designee to purchase from the Sheriffs Association and Florida Association of Counties negotiated purchase programs for vehicles.

Cost/Funding/Assessment Information: Funds are available in the FY 2017 Operating & Capital Improvement Budgets in the Public Safety Capital Improvement Fund (3025), Fire Engine 5 Replacement (F445) Project (15607) [$313,000] and the Fire Engine 6 Replacement (F446) Project (15608) [$305,000] and the Fleet Replacement Fund (5002), Fleet Mechanical Costs (8002527) [$495,788].

Attachments: Price History
Resolution

Approvals:

[Signature]  [Signature]
Administrative  Budget

Devis L. Fuller  12.20.16
## Price History
070-57 Fire Apparatus

<table>
<thead>
<tr>
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<th>Description</th>
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<th>2006</th>
<th>2016</th>
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<td>1</td>
<td>Fire Apparatus, Pierce Impel</td>
<td>$296,537.00</td>
<td>$294,562.00</td>
<td>$556,799.00</td>
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<tr>
<td>2</td>
<td>Fire Apparatus, Pierce Impel</td>
<td>$294,592.00</td>
<td>$303,806.00</td>
<td>$556,989.00</td>
</tr>
</tbody>
</table>
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO PIERCE MANUFACTURING INC. AT A TOTAL COST NOT TO EXCEED $1,113,788 FOR THE REPLACEMENT OF TWO FIRE APPARATUSES (PUMPER TRUCKS) FOR THE FIRE RESCUE DEPARTMENT; UTILIZING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA 16-VEF 12.0; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase two replacement fire apparatuses (pumper trucks) for the Fire Rescue Department to replace units that have reached the end of their economic useful life; and

WHEREAS, pursuant to Section 2-256(3) of the Procurement Code, the City is permitted to purchase automotive equipment from the Sheriff's Association and Florida Association of Counties negotiated purchase programs for vehicles; and

Pierce Manufacturing Inc. has met the specifications, terms and conditions of Florida Sheriffs Association Contract No. FSA 16-VEF 12.0; and

WHEREAS, the Procurement Department, in cooperation with the Fire Rescue Department 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 Pierce Manufacturing Inc. at a total cost not to exceed $1,113,788 for the replacement of two fire apparatuses (pumper trucks) for the Fire Rescue Department; utilizing the Florida Sheriffs Association Contract No. FSA 16-VEF 12.0 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:

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

Subject: Renewing blanket purchase agreements with Ring Power Corporation, Tampa Crane & Body, Inc., Bay Area Truck Sales, Inc., dba Kenworth of Central Florida, Inc., and 10 other companies for automotive, repair and maintenance services in an amount not to exceed $600,000.

Explanation: On February 21, 2013, City Council approved a three-year agreement for automotive, repair and maintenance services. The agreement has two one year renewals. On February 18, 2016, City Council approved the first renewal. This is the final renewal.

The vendors provide maintenance and repair services for automotive equipment such as, police cruisers, fire apparatus, light, medium and heavy duty trucks, backhoes, loaders, refuse vehicles, agricultural equipment, generators and compressors. Types of services include specialized equipment repairs, warranty repairs, and other repairs not typically performed by City mechanics; as well as repair services to offset workload during peak periods. Most of the work is performed offsite, unless in-house repair is requested by the City. The primary users are Fleet and Sanitation Departments. Repair cost is based on variable discounts from manufacturers’ price lists and hourly labor rates.

The Procurement Department, in cooperation with the Fleet Department, recommends for renewal:

Automotive Services: Repair and Maintenance .......... $600,000

Ring Power Corporation
Tampa Crane & Body, Inc.
Bay Area Truck Sales, Inc. dba Kenworth of Central Florida, Inc.
Action Fabrication & Truck Equipment, Inc.
Atlas Hydraulics, Inc.
Hose & Hydraulics, Incorporated
Maher Chevrolet, Inc.
Nortrax, Inc.
Reliable Transmission Service, Inc.
Tampa Spring Co.
Ten-8 Fire Equipment, Inc.
Transdiesel of Lakeland, Inc.
Vermeer Southeast Sales & Service, Inc.

Administration recommends renewal of the agreement based upon the vendor’s past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. Amounts paid to vendors pursuant to this renewal period shall not exceed a combined total of $600,000. The renewal will be effective from the approval date through February 28, 2018.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Maintenance Fund (5001), Fleet Equipment Replacement Fund (5002), Sanitation Operating Fund (4021) and the Sanitation Equipment Replacement Fund (4027).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION APPROVING THE SECOND AND FINAL ONE-YEAR RENEWAL OPTION TO THE AGREEMENTS (BLANKET AGREEMENTS) WITH MULTIPLE VENDORS FOR THE PURCHASE OF VEHICLE AND HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR THE FLEET MANAGEMENT AND SANITATION DEPARTMENTS AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $600,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.


WHEREAS, on February 18, 2016, City Council approved the first one-year renewal option to the Agreements; and

WHEREAS, the City desires to exercise the second and final renewal option to the Agreements; and

WHEREAS, the Vendors have agreed to uphold the terms and conditions of IFB No. 7417; and

WHEREAS, the Procurement Department, in cooperation with the Fleet Management and Sanitation Departments, recommends approval of these renewals.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the second and final renewal option to the Agreements (Blanket Agreements) for the purchase of vehicle and heavy equipment maintenance and repair services for the Fleet Management and Sanitation Departments at a total estimated annual cost not to exceed $600,000 with the following Vendors in total estimated annual amounts not to exceed the individual amounts are hereby approved as follows:
Action Fabrication & Truck Equipment, Inc. $80,000
Atlas Hydraulics, Inc. $30,000
Bay Area Truck Sales, Inc. dba Kenworth of Central Florida $70,000
Hose & Hydraulics, Incorporated $10,000
Maher Chevrolet, Inc. $20,000
Nortrax, Inc. $60,000
Reliable Transmission Service, Inc.$30,000
Ring Power Corporation $120,000
Tampa Crane & Body, Inc. $70,000
Tampa Spring Co. $30,000
Ten-8 Fire Equipment, Inc. $30,000
Transdiesel of Lakeland, Inc. (fka Advanced Allison $40,000
Transmission Specialist Inc. dba Transdiesel
Vermeer Southeast Sales & Service, Inc. $10,000

TOTAL $600,000

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
To: The Honorable Chair and Members of City Council

Subject: Approving an increase to the allocation for industrial maintenance and repair service agreements to Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc., in the amount of $200,000, for a total contract amount of $500,000.

Explanation: On December 1, 2014, Administration approved a three-year blanket purchase agreement in the amount of $90,000 effective through November 31, 2017, with two one-year renewal options. At the time of the original award, City Council approval was not required for agreements under $100,000. On February 4, 2016, City Council approved an allocation increase for $210,000.

These vendors indirectly support the water reclamation facility reliability and expansion improvement components of the Kriseman Infrastructure Plan for fiscal years 2017 (FY17) through 2021. The vendors provide general mechanical, electrical, welding, fabrication, and millwright services for water and wastewater facilities and pumping stations for rebuilding or replacing electromechanical equipment in the facilities. The vendors also provide services to perform emergency or general and preventative maintenance projects that cannot be completed internally due to resource and capacity constraints. Work is coordinated by maintenance staff at the request of operational or technical services staff to fulfill the goal of maintaining critical infrastructure reliability and performance.

Due to a significant increase in projects at the Water Reclamation Facilities and Lift Stations, an increase in allocation in the amount of $200,000 is requested. These suppliers are currently working at the NWWRF to replace all of the lighting at our Plant Headwork’s site and recently completed a pump and piping rehab at Lift Station #66, along with two pump projects at the SWWRF. Additional jobs will include the handrail replacement and repair at two lift stations, replacement of pumps and piping at multiple lift stations, new conduit runs, electrical wiring, and equipment installation at the SWWRF.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original 3-year agreement</td>
<td>$90,000</td>
</tr>
<tr>
<td>1st allocation Increase</td>
<td>210,000</td>
</tr>
<tr>
<td>Allocation request</td>
<td>200,000</td>
</tr>
<tr>
<td>Revised Contract Sum</td>
<td>$500,000</td>
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</table>

Amounts paid to vendors pursuant to these increases shall not exceed a combined amount of $500,000 through the term of the agreements.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001) and Water Resources Capital Projects Fund (4003).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION APPROVING AN INCREASE TO THE ALLOCATION OF THE BLANKET PURCHASE AGREEMENTS WITH MADER ELECTRIC, INC. AND APOLLO CONSTRUCTION & ENGINEERING SERVICES, INC. IN THE AMOUNT OF $200,000 FOR A FINAL CONTRACT AMOUNT NOT TO EXCEED $500,000 FOR INDUSTRIAL MAINTENANCE AND REPAIR SERVICE AGREEMENTS FOR THE WATER RESOURCES DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 1, 2014, Administration approved three-year agreements (Blanket Agreements) with two one-year renewal options with Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc. to provide industrial maintenance and repair service agreements for the Water Resources Department in an amount not to exceed $90,000; and

WHEREAS, at the time of the original award, City Council approval was not required for agreements under $100,000; and

WHEREAS, on February 4, 2016, City Council approved an increase to the allocation of the agreements in the amount of $210,000 for a total contract amount of $300,000; and

WHEREAS, due to an increase in projects at the Water Reclamation Facilities and Lift Stations, the forecasted amount is expected to exceed the original estimate prior to the end of the term of the agreements in the amount of $200,000 for a total contract amount of $500,000; and

WHEREAS, the Procurement & Supply Management Department, recommends an increase to the allocation in the amount of $200,000 for a total contract amount of $500,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an increase to the allocation of the Blanket Purchase Agreements with Mader Electric, Inc. and Apollo Construction & Engineering Services, Inc. in the amount of $200,000 for a final contract amount not to exceed $500,000 for industrial maintenance and repair service agreements for the Water Resources Department are hereby approved and the Mayor or the 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)
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 5, 2017

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

SUBJECT: A resolution approving an Architect/Engineering ("A/E") Agreement between the City of St. Petersburg and ASRus, LLC to provide professional engineering services for the NWWRF Reclaimed Water and Injection Wells Improvements Project for an amount not to exceed $1,173,000; authorizing the Mayor or his designee to execute the A/E Agreement; providing an effective date. (Engineering Project No. 17053-111; Oracle No. 15927)

EXPLANATION: On September 14, 2016, the City issued a Request for Qualifications (RFQ) requesting qualifications from interested Architectural/Engineering firms for design and construction administration services for the NWWRF Reclaimed Water and Injection Wells Improvements Project. Two (2) statements of qualifications from ASRus, LLC and Leggette, Brashears & Graham, Inc. were received in response to the RFQ.

On October 5, 2016, the Consultant Selection Committee shortlisted ASRus, LLC and Leggette, Brashears & Graham, Inc. On October 26, 2016, the Consultant Selection Committee ranked the firm of ASRus, LLC No. 1 to furnish professional engineering services for the NWWRF Reclaimed Water & Injection Wells Improvements Project.

This Project pertains to the addition of up to two (2) injection wells at the City of St. Petersburg’s “City’s”) Northwest Water Reclamation Facility (“NWWRF”) deep injection well (“DIW”) system. Initial work to be performed under this Project includes; a Project Kick-off and Scoping Meeting, an Injection Well Siting Meeting, preparation of a Class I Municipal Injection Well Construction Permit, preparation of Bid Documents including Technical Specifications and Drawings, services during well construction, a preliminary design and alternatives analysis of related injection well infrastructure, and Bidding Assistance for the drilling services. This is anticipated to allow the City to obtain competitive bids from qualified drilling contractors or Construction Management at Risk (“CMAR”). This Project also includes services during construction of up to two (2) deep injection wells and a Basis of Design Report for the surface facilities improvements. Wellhead and conveyance system design, and services during construction of the related injection well piping and wellhead construction will be negotiated at a later date.

The City utilizes two (2) existing deep injection wells to dispose of treated municipal (domestic) wastewater at its NWWRF. The final casing of the existing Class I municipal injection wells consists of 30-inch outside diameter (29-inch inside diameter) carbon steel casing installed to a depth of 760 feet below land surface ("bfs") at each well. These wells are completed with a nominal 29-inch diameter open hole to between approximately 1,110 and 1,115 feet in depth. The existing deep injection wells provide a disposal capacity of 32 million gallons per day (mgd). The new wells are expected to be designed to current injection well standards (e.g., 0.5-inch wall...
thickness), cased to approximately 750 feet in depth with a total depth of approximately 1,150 feet. The addition of up to two (2) additional injection wells is expected to provide an additional 15 mgd each for a total disposal capacity of up to approximately 62 mgd.

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

PHASE I – The contract with ASRus, LLC, in an amount not to exceed $1,173,000, includes the scope of services for design, permitting and construction of the injection wells and a Basis of Design Report (BODR) for the associated piping and pumping facilities.

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

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

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

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

**Contract with ASRus, LLC**

<table>
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<tr>
<th>Services</th>
<th>Amount</th>
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<tr>
<td>Injection Wells Design/Permitting/Construction Phase</td>
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<tr>
<td>Pumping and Piping Design/Permitting/Construction Phase Services</td>
<td>$3,500,000 (preliminary estimate)</td>
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**Contractor Costs**

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<tr>
<td>Construction of Pumping and Piping</td>
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**Estimated Project Program**

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<td>$12,088,000 (preliminary estimate)</td>
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RECOMMENDATION: Administration recommends a resolution approving an Architect/Engineering Agreement ("A/E Agreement") between the City of St. Petersburg, Florida and ASRus, LLC to provide professional engineering services for the NWWRF Reclaimed Water and Injection Wells Improvements Project for an amount not to exceed $1,173,000; authorizing the Mayor or his designee to execute the A/E Agreement; and providing an effective date. (Engineering Project No. 17053-111; Oracle No. 15927)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NW New Injection Wells FY17 Project (15927).

ATTACHMENTS: Resolution

APPROVALS: Administrative

[Signature]

Budget
RESOLUTION NO. 2016-____

A RESOLUTION APPROVING AN ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ASRus, LLC ("A/E") FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE NWWRF RECLAIMED WATER AND INJECTION WELLS IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED $1,173,000 ("A/E AGREEMENT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE A/E AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 17053-111; ORACLE NO. 15927).

WHEREAS, the City of St. Petersburg, Florida ("City") through its Engineering & Capital Improvements Department issued a request for qualifications ("RFQ") for design and construction administration services for the NWWRF Reclaimed Water and Injection Wells Improvements Project on September 14, 2016; and

WHEREAS, the City received statements of qualifications in response to the RFQ from ASRus, L.L.C and Leggette, Brashears & Graham, Inc. in response to the RFQ; and

WHEREAS, based on the presentations, deliberations, and the RFQ materials submitted by the two (2) firms, the Selection Committee ranked ASRus, LLC ("A/E") as the most qualified firm; and

WHEREAS, this project is being conducted in separate phases due to the extensive and prolonged permitting and construction period of the injection wells; and

WHEREAS, the City wishes to contract with A/E for design, permitting and construction of the injection wells and a Basis of Design Report (BODR) for the piping and pumping facilities for the NWWRF Reclaimed Water and Injection Wells Improvements Project and A/E wishes to accept such duties and responsibilities on all the terms and conditions set forth in the architect/engineering agreement; and

WHEREAS, upon completion of the Basis of Design Report, an amendment to the architect/engineering agreement will be presented to City Council for A/E to provide the remaining design phase services and construction administration services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the architect/engineering agreement between the City of St. Petersburg, Florida and ASRus, LLC ("A/E") for A/E to provide professional engineering services for the NWWRF Reclaimed Water and Injection Wells Improvements Project in an amount not to exceed $1,173,000 ("A/E Agreement") is hereby approved.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the A/E Agreement.

This resolution shall become effective immediately upon its adoption.

Approved by:  

[Signature]  
Legal Department  
By: (City Attorney or Designee)

Approved by:  

[Signature]  
Brijesh Prayman, P.E.  
Engineering & Capital Improvements Director
TO: The Honorable Amy Foster, Chair and Members of City Council

SUBJECT: A Resolution amending City Council Resolution No. 2016-264 to increase the amount of the 0% interest forgiven loan authorized therein to Pinellas Affordable Living, Inc., for development and construction of Phase 1 of the Preserves at Clam Bayou Apartments to be located at 4110 34th Avenue South to $965,790; providing that all other provisions of Resolution No. 2016-264 not amended herein shall remain in full force and effect; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: On June 16, 2016 City Council adopted Resolution No. 2016-264, authorizing the Mayor or his designee to negotiate and provide a 0% interest forgiven loan to Pinellas Affordable Living, Inc., a Florida not-for-profit corporation, a subsidiary of Boley Centers, Inc. (PAL, Inc.) in the amount of $840,790 of HOME Investment Partnership funding for the development and construction of the first 8 units ("Phase 1") of the Preserves at Clam Bayou Apartments to be located at 4110 - 34th Avenue South.

On November 23, 2016, PAL, Inc. submitted a revised development funding request which indicated a need for $125,000 in additional funding from the City and $161,666.50 in additional funding from PAL, Inc., due to higher than anticipated bid results. PAL, Inc. has secured additional funding from the Bessie Boley Foundation. The Administration evaluated the funding request and agreed that the requested increase of HOME funding should be forwarded to the Housing Services Committee ("HSC"). On December 15, 2016, the HSC reviewed the request to increase the loan and recommended its approval to City Council. If approved, construction could begin in early 2017.

Pinellas County has agreed to fund an additional 8 units and the office and laundry ("Phase 2) so that a total of 16 units may be constructed simultaneously. All of the proposed units will be affordable for households at or below 50% of the area median income. The site plan allows for a Phase 3 consisting of 8 additional units to be constructed, however funding has not yet been secured for Phase 3.

RECOMMENDATION: The Administration recommends approval of the attached resolution amending City Council Resolution No. 2016-264 to increase the amount of the 0% interest forgiven loan authorized therein to Pinellas Affordable Living, Inc., for development and construction of Phase 1 of the Preserves at Clam Bayou Apartments to be located at 4110 34th Avenue South to $965,790; providing that all other provisions of Resolution No. 2016-264 not amended herein shall remain in full force and effect; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the HOME Investment Partnership Project 14971 Award 81144.

Attachments: Resolution 2016-264, and Resolution 2016-_____

Approvals: Administration: [Signature] Budget: [Signature] Legal: 00300136.doc V.2
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NEGOTIATE AND PROVIDE A 0% INTEREST FORGIVEN LOAN IN THE COMBINED TOTAL AMOUNT OF $840,790 FROM THE HOME INVESTMENT PARTNERSHIP ("HOME") PROGRAM TO PINELLAS AFFORDABLE LIVING, INC. FOR DEVELOPMENT AND CONSTRUCTION OF PHASE I OF THE PRESERVES AT CLAM BAYOU APARTMENTS TO BE LOCATED AT APPROXIMATELY 4110 34TH AVENUE SOUTH, SUBJECT TO CITY'S APPROVAL OF A HUD ENVIRONMENTAL REVIEW; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has established the need for the production of additional affordable rental housing units as a priority in its 2011-2016 Consolidated Plan; and

WHEREAS, Pinellas Affordable Living, Inc. ("PAL, Inc.") was awarded $230,000 in the form of a 0% interest forgiven loan by Resolution number 2015-354 as part of the 2015-2016 Consolidated Annual Action Plan application process; and

WHEREAS, the funding was awarded to assist PAL, Inc. to develop and construct a 25 unit one, two and three bedroom apartment complex which would be restricted as to rent and occupancy for households who are at or below 60% of the Area Median Income, and which would be named the Preserves at Clam Bayou Apartments to be located at approximately 4110 34th Avenue South ("Development"); and

WHEREAS, the Development was anticipated to cost a total of approximately $4,567,553 and PAL, Inc. applied to the Florida Housing Finance Corporation ("FHFC") in December of 2015 under RFA 2015-109 for $4,077,553 in SAIL and ELI funding; and

WHEREAS, PAL, Inc. was informed in January of 2016 that it would not be funded by FHFC under RFA 2015-109, since small counties were given priority funding for the submitted applications; and

WHEREAS, in order to commit and expend the 2015 funds in a more timely fashion, PAL, Inc. and Administration have proposed that the first 8 units and the required site infrastructure be constructed on the site for an estimated amount of $1,175,790 while PAL, Inc. continues to pursue funding for the remaining phases; and
WHEREAS, on May 5, 2016 City Council approved Resolution number 2016-183 which recaptured $241,701.68 in HOME Investment Partnership ("HOME") Community Housing Development Organization ("CHIDO") funding from 11omes for Independence, Inc. and awarded it to PAL, Inc. for phase I of the Development; and

WHEREAS, the Administration will provide an additional $369,088.32 from the HOME Investment Partnership ("HOME") Affordable Multi-family Rental Program (Oracle 81056-15264 and 81144-14970), and

WHEREAS, the remaining $335,000 needed for completion of phase I of the Development will be provided using a combination of PAL, Inc. agency funding and the Pinellas County Affordable Housing Land Assembly Program through the Housing Finance Authority of Pinellas County; and

WHEREAS, The City’s loan documents will provide that the combined total HOME loan amount of $840,790 be forgiven at the end of a successful twenty year affordability period; and

WHEREAS, this approval to provide funds to the project is conditioned on the City’s determination to proceed with, modify or cancel the project based on the results of a subsequent HUD environmental review.

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 negotiate and provide a 0% interest forgiven loan in the combined total amount of $840,790 from the HOME Investment Partnership (HOME) Program to Pinellas Affordable Living, Inc. for the development and construction of phase I of the Preserves at Clam Bayou Apartments to be located at approximately 4110 34th Avenue South, subject to City’s approval of a HUD Environmental Review; and

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

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 16th day of June, 2016.

Amy Foster, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk
Resolution No. 2016-264

A RESOLUTION AMENDING CITY COUNCIL RESOLUTION NO. 2016-264 TO INCREASE THE AMOUNT OF THE 0% INTEREST FORGIVEN LOAN AUTHORIZED THEREIN TO PINELLAS AFFORDABLE LIVING, INC., FOR DEVELOPMENT AND CONSTRUCTION OF PHASE I OF THE PRESERVES AT CLAM BAYOU APARTMENTS TO BE LOCATED AT 4110 34TH AVENUE SOUTH TO $965,790; PROVIDING THAT ALL OTHER PROVISIONS OF RESOLUTION NO. 2016-264 NOT AMENDED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has established the need for additional affordable rental housing units as a priority in its 2016-2021 Consolidated Plan; and

WHEREAS, City Council has previously adopted Resolution No. 2016-264, authorizing the Mayor or his designee to negotiate and provide a 0% interest forgiven loan to Pinellas Affordable Living, Inc., a Florida not for profit corporation, a subsidiary of Boley Centers, Inc. ("PAL, Inc.") in the amount of $840,790 for the proposed construction of the first 8 units of the Preserves at Clam Bayou Apartments ("Phase 1"), a rental apartment development to be located at 4110 34th Avenue South, subject to conditions set out in that resolution; and

WHEREAS, on November 23, 2016, PAL, Inc. submitted a revised development funding request which indicated a need for $125,000 in additional funding from the City and $161,666.50 in additional funding from PAL, Inc., due to higher than anticipated bid results; and

WHEREAS, the Administration evaluated the funding request and agreed that the requested increase of funding for Phase 1 should be forwarded to the Housing Services Committee; and

WHEREAS, the Administration will reduce the program income deposits in the Rehabilitation Loan program (Oracle 81144-14952) by $125,000 and increase the HOME Investment Partnership ("HOME") Community Housing Development Organization Program Funding (Oracle 81144-14971) by the corresponding amount in order to revise the total PAL, Inc. loan request of $965,790; and

WHEREAS, on December 15, 2016, the Housing Services Committee reviewed the request to increase the loan and recommended its approval to City Council; and

WHEREAS, all other provisions of Resolution No. 2016-264 not amended herein shall remain in full force and effect.

Page 1 of 2
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that City Council Resolution No. 2016-264 is hereby amended to increase the amount of the 0% interest forgiven loan authorized therein to Pinellas Affordable Housing, Inc., for development and construction of Phase I of the Preserves At Clam Bayou Apartments to be located at 4110 34th Avenue South to $965,790; and

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 2016-264 not amended herein shall remain in full force and effect; and

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:
City Attorney (Designee)

HOUSING & COMMUNITY DEVELOPMENT:
Joshua Johnson, Director
To: The Honorable Chair and Members of City Council

Subject: Approving a blanket purchase agreement with BLD Services, LLC, for Sanitary (SAN) Sewer Lateral Lining FY 2017 for the Water Resources Department, at an estimated annual cost of $450,000.

Explanation: This purchase is being made by piggybacking off the City of Largo's Bid No. 16-B-534.

This work supports the Collection System Lining & Repair component of the Kriseman Infrastructure Plan for fiscal year 2017 (FY17). Work will include rehabilitation of publicly owned sanitary sewer laterals using cured in place pipe (CIPP) lining, a trenchless construction method. The Water Resources Department's strategy for rehabilitation of the wastewater collection system utilizes both open-cut and trenchless methods performed by contractors to supplement the work performed by the Water Resources Department's maintenance staff.

To implement the recent funding increases planned for CIPP lining work over the next several years, several annual contracts and contractors will be needed concurrently to rehabilitate public mains and laterals in targeted inflow & infiltration (I and I) areas and as-needed City wide. This contract will continue work on previously lined mainline pipe with unlined laterals. Prioritization will be given to high risk assets where open-cut methods are not cost effective. Capacity limited areas of the collection system will take precedence when structural risk component ratings are comparable.

The Procurement Department, in cooperation with the Water Resources Department, recommends for award utilizing City of Largo's Bid No. 16-B-534:

BLD Services, LLC.......................................................... $450,000

BLD Services, LLC has met the specifications, terms and conditions of City of Largo Bid No. 16-B-534, dated September 11, 2015. This purchase is made in accordance with Section 2-256(2) of the Procurement Code which authorizes the Mayor or designee to utilize competitively bid contracts of other governmental entities. This agreement will be effective from date of award through September 30, 2017.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) SAN I and I Removal FY 2017 Project (15813).

Attachments: Pricing Schedule
Resolution

Approvals:
# 913-81 Sanitary Sewer Lateral Lining Rehab

## Price Schedule

<table>
<thead>
<tr>
<th>No.</th>
<th>Cured-In-Place Pipe (CIPP) Service Lateral Lining</th>
<th>UOM</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Initial Service Lateral CCTV Inspection (4&quot;-6&quot;) From Main, Up To 30 LF</td>
<td>EA</td>
<td>$250.00</td>
</tr>
<tr>
<td>2</td>
<td>Initial Service Lateral CCTV Inspection (4&quot;-6&quot;), From Main, Per LF, Beyond Initial 30 Ft.</td>
<td>LF</td>
<td>0.25</td>
</tr>
<tr>
<td>3</td>
<td>Initial Service Lateral CCTV Inspection (4&quot;-6&quot;) From Clean Out, Up To 30 LF</td>
<td>EA</td>
<td>125.00</td>
</tr>
<tr>
<td>4</td>
<td>Initial Service Lateral CCTV Inspection (4&quot;-6&quot;) From Clean Out, Per LF, Beyond Initial 30 Ft.</td>
<td>LF</td>
<td>0.25</td>
</tr>
<tr>
<td>5</td>
<td>CIPP Lateral Liner, 4&quot; - 6&quot; Dia. Up To 30 LF, with Main/Lateral Connection System</td>
<td>EA</td>
<td>2,950.00</td>
</tr>
<tr>
<td>6</td>
<td>CIPP Lateral Liner, 4&quot;-6&quot; Dia. Per LF Beyond Initial 30 Ft.</td>
<td>LF</td>
<td>10.00</td>
</tr>
<tr>
<td>7</td>
<td>Clean-Out Installation in Grass Area (Up to 5 ft. in depth)</td>
<td>EA</td>
<td>750.00</td>
</tr>
<tr>
<td>8</td>
<td>Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)</td>
<td>EA</td>
<td>800.00</td>
</tr>
<tr>
<td>9</td>
<td>Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)</td>
<td>EA</td>
<td>800.00</td>
</tr>
<tr>
<td>10</td>
<td>Clean-Out Installation (Beyond 5 ft. in depth)</td>
<td>VF</td>
<td>50.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Common Work Tasks</th>
<th>UOM</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Mobilization, &lt;= 1,200 LF or &lt;= 10 Lateral Liners per Task Order</td>
<td>EA</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Mobilization, &gt; 1,200 LF or &gt; 10 Lateral Liners per Task Order</td>
<td>EA</td>
<td>1.00</td>
</tr>
<tr>
<td>13</td>
<td>Maintenance of Traffic, FDOT</td>
<td>DAY</td>
<td>500.00</td>
</tr>
<tr>
<td>14</td>
<td>Maintenance of Traffic, City/County Arterial/Collector</td>
<td>DAY</td>
<td>500.00</td>
</tr>
<tr>
<td>15</td>
<td>Maintenance of Traffic, City/County Minor/Residential</td>
<td>DAY</td>
<td>500.00</td>
</tr>
<tr>
<td>16</td>
<td>Work in Rear Easements and/or Away From Travelways</td>
<td>EA</td>
<td>1,000.00</td>
</tr>
<tr>
<td>17</td>
<td>Hammer Tap Removal</td>
<td>EA</td>
<td>500.00</td>
</tr>
<tr>
<td>18</td>
<td>Warranty Cleaning and CCTV Inspection</td>
<td>LF</td>
<td>1.50</td>
</tr>
</tbody>
</table>
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT (BLANKET AGREEMENT) TO BLD SERVICES LLC AT A TOTAL COST NOT TO EXCEED $450,000 FOR SANITARY (SAN) SEWER LATERAL LINING FY2017 FOR THE WATER RESOURCES DEPARTMENT; UTILIZING THE CITY OF LARGO, FLORIDA BID NO. 16-B-534 DATED SEPTEMBER 11, 2015; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to rehabilitate and repair its sanitary sewer, reclaimed water, and storm sewer systems for trenchless pipe rehabilitation, manhole rehabilitation and traditional excavation repair and restoration; and

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

BLD Services LLC has met the specifications, terms and conditions of the City of Largo, Florida Bid No. 16-B-534; 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 bid is accepted and the award of an agreement (Blanket Agreement) to BLD Services LLC at a total cost not to exceed $450,000 for Sanitary (SAN) Sewer Lateral Lining FY2017 for the Water Resources Department; utilizing the City of Largo, Florida Bid No. 16-B-534 dated September 11, 2015 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:

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

Subject: Approving the purchase from Hall-Mark RTC for two replacement ambulances for the Fire Rescue Department at a total cost of $375,140.

Explanation: This purchase is being made from Florida Sheriffs Association Contract No. FSA16-VEF12.0.

The vendor will furnish and deliver two "patient transport capable" ambulances. These vehicles will be mounted on 20,000 lb. GVWR chassis, equipped with 6.7L 260hp Cummins engines and Allison 2200 electronic transmissions.

These ambulances will be assigned to Fire Station No. 8 and Fire Station No. 11 and will be used to respond to emergency medical calls. The new vehicles have life expectancies of seven years and are replacing two six-year-old vehicles. The old vehicles will be placed in reserve status and two reserve vehicles will be retired and sold at auction.

The Procurement Department, in cooperation with the Fire Rescue Department, recommends for award utilizing Florida Sheriffs Association Contract No. FSA16-VEF12.0:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance, 2017 Freightliner M2 &quot;MAV&quot; Chassis, with Wheeled Coach body (base)</td>
<td>2</td>
<td>$61,448.00</td>
<td>$322,896.00</td>
</tr>
<tr>
<td>Custom Graphics including Chevron</td>
<td>2</td>
<td>$4,100</td>
<td>$8,200</td>
</tr>
<tr>
<td>LED Lighting Package</td>
<td>2</td>
<td>$3,424</td>
<td>$6,848</td>
</tr>
<tr>
<td>Performance Load with floor plate (non-charging)</td>
<td>2</td>
<td>$3,138</td>
<td>$6,276</td>
</tr>
<tr>
<td>Additional Side Scene Lighting</td>
<td>2</td>
<td>$2,570</td>
<td>$5,140</td>
</tr>
<tr>
<td>Paint Red</td>
<td>2</td>
<td>$1,916</td>
<td>$3,832</td>
</tr>
<tr>
<td>Inverter</td>
<td>2</td>
<td>$1,250</td>
<td>$2,500</td>
</tr>
<tr>
<td>Air Horn w switching</td>
<td>2</td>
<td>$1,150</td>
<td>$2,300</td>
</tr>
<tr>
<td>70&quot; Headroom in Patient Area</td>
<td>2</td>
<td>$1,070</td>
<td>$2,140</td>
</tr>
<tr>
<td>Additional shelves &amp; compartment upgrades</td>
<td>2</td>
<td>$1,053</td>
<td>$2,106</td>
</tr>
<tr>
<td>Front Facing LED scene lights</td>
<td>2</td>
<td>$884</td>
<td>$1,768</td>
</tr>
<tr>
<td>LED Domes</td>
<td>2</td>
<td>$870</td>
<td>$1,740</td>
</tr>
<tr>
<td>Howler Siren</td>
<td>2</td>
<td>$870</td>
<td>$1,740</td>
</tr>
<tr>
<td>MagneGrip Exhaust</td>
<td>2</td>
<td>$822</td>
<td>$1,644</td>
</tr>
</tbody>
</table>

Continued on Page 2
| Item                                                                 | Quantity | Unit | Price  
|----------------------------------------------------------------------|----------|------|--------
| LED Load Lights                                                      | 2        | EA @ | 780    |
| Custom width exterior compartments                                   | 2        | EA @ | 700    |
| Attendant Seat with 3 point harness                                 | 2        | EA @ | 625    |
| Custom interior cabinet layout                                       | 2        | EA @ | 605    |
| Cylinder holds                                                       | 2        | EA @ | 600    |
| Aluminum Rims                                                        | 2        | EA @ | 600    |
| Squad Seat                                                           | 2        | EA @ | 500    |
| Mass Casually installed                                              | 2        | EA @ | 500    |
| Power Door locks/chrome handles                                      | 2        | EA @ | 480    |
| Street-side Compartment doors-offset                                 | 2        | EA @ | 475    |
| Auto Dump                                                            | 2        | EA @ | 425    |
| Dri-Dek in Compartment Bottoms                                      | 2        | EA @ | 385    |
| Compartment lighting                                                 | 2        | EA @ | 380    |
| Intercom                                                             | 2        | EA @ | 330    |
| Cast Speakers in Bumper ILOS                                         | 2        | EA @ | 305    |
| Double Step                                                          | 2        | EA @ | 300    |
| Emergency Master Switch                                              | 2        | EA @ | 251    |
| Cigarette Lighters (3) IATS                                          | 2        | EA @ | 227    |
| Two Antenna Bases                                                    | 2        | EA @ | 206    |
| Grab handle aluminum IATS                                            | 2        | EA @ | 198    |
| Lexan Sliders                                                        | 2        | EA @ | 194    |
| Headliner Recessed                                                   | 2        | EA @ | 186    |
| Rear Scene light to activate w/reverse                               | 2        | EA @ | 185    |
| Headliner Flasher Circuit                                            | 2        | EA @ | 155    |
| Relay Control Circuit                                                | 2        | EA @ | 153    |
| Delivery $250 per unit                                               | 2        | EA @ | 250    |
| Less loyalty/multi-vehicle discount                                  | 2        | EA @ | (7,000)|

$ 375,140.00

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA16-VEF12.0, effective through March 31, 2017. This purchase is made in accordance with Section 2-256(3) of the Procurement Code which authorizes the Mayor or his designee to purchase from the Sheriffs Association and Florida Association of Counties negotiated purchase programs for vehicles.
Cost/Funding/Assessment Information: Funds are available in the Emergency Medical Services Fund (1009), Fire Department, Emergency Medical Services (1501513) for FY17.

Attachments: Price History
Resolution

Approvals:

[Signature]  
[Signature]  

Administrative  
Budget
Price History: St. Petersburg Freightliner M2 ambulance
Wheeled Coach/REV, RTC Hallmark

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>2013</th>
<th>2014</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Freightliner M2 built to St. Petersburg Specs</td>
<td>$166,539</td>
<td>$171,801</td>
<td>$187,570</td>
</tr>
</tbody>
</table>
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO HALL-MARK RTC AT A TOTAL COST NOT TO EXCEED $375,140 FOR THE REPLACEMENT OF TWO AMBULANCES FOR THE FIRE RESCUE DEPARTMENT; UTILIZING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA 16-VEF 12.0; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase two replacement patient transport capable ambulances for the Fire Rescue Department to replace units that have reached the end of their economic useful life; and

WHEREAS, pursuant to Section 2-256(3) of the Procurement Code, the City is permitted to purchase automotive equipment from the Sheriffs Association and Florida Association of Counties negotiated purchase programs for vehicles; and

Hall-Mark RTC has met the specifications, terms and conditions of Florida Sheriffs Association Contract No. FSA 16-VEF 12.0; and

WHEREAS, the Procurement Department, in cooperation with the Fire Rescue Department 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 Hall-Mark RTC at a total cost not to exceed $375,140 for the replacement of two ambulances for the Fire Rescue Department; utilizing the Florida Sheriffs Association Contract No. FSA 16-VEF 12.0 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:

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

Subject: Approving a five-year blanket purchase agreement with Ricoh USA Inc. for the lease and maintenance of printers for the Department of Technology Services, at an amount not to exceed $355,000.

Explanation: This purchase is being made from U.S. Communities Contract #4400003732, dated February 11, 2013.

The vendor will provide printers with a lease rate based on a fixed monthly rate, plus cost per impression for a specified period. Finance reviewed the lease agreements and determined that the lease rate was fair and reasonable, versus comparable lease plans or purchase and maintenance costs. These printers will replace equipment that has expired from prior four-year leases. At the end of the lease agreements, the City has the option to purchase the printers at a cost of $1.00 each.

The printers are used by the Print Shop and Department of Technology Services Departments to print approximately 150,000 black and white items per month, such as utility bills and forms, and approximately 40,000 color items per month, such as brochures and booklets for Marketing, Police, and other departments as requested.

The Procurement Department, in cooperation with the Department of Technology Services, recommends Ricoh USA Inc.:

Ricoh USA Inc. ..................................................$355,000
5-yrs. @ $71,000 per year

The vendor has met the specifications, terms and conditions of U.S. Communities contract #4400003732, dated February 11, 2013. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor or his designee to utilize competitively bid contracts of other governmental entities. A blanket purchase agreement will be issued to the vendor and will be binding only for actual services provided. This agreement will be from date of approval through January 31, 2022.

Cost/Funding/Assessment Information: Funds have previously been appropriated in the General Fund (0001), Marketing Print Shop (2302585) and Department of Technology Services Fund (5011), Department of Technology Services Network Support (8502565).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION ACCEPTING THE BID AND
APPROVING THE AWARD OF A FIVE-YEAR
AGREEMENT (BLANKET AGREEMENT) TO
RICOH USA, INC. FOR THE LEASE AND
MAINTENANCE OF PRINTERS FOR THE
DEPARTMENT OF TECHNOLOGY SERVICES
AT AN ESTIMATED ANNUAL COST NOT TO
EXCEED $71,000 FOR A TOTAL FIVE-YEAR
CONTRACT AMOUNT NOT TO EXCEED
$355,000; UTILIZING U.S. COMMUNITIES
CONTRACT #4400003732; AUTHORIZING THE
MAYOR OR MAYOR'S DESIGNEE TO
EXECUTE ALL DOCUMENTS NECESSARY TO
EFFECTUATE THIS TRANSACTION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City leases printers for the Print Shop and the Department of Technology to print utility bills, forms, brochures and booklets for various City departments; and

WHEREAS, the Finance Department has determined that the lease rate versus comparable lease plans or purchase and maintenance costs of these printers is fair and reasonable; 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, Ricoh USA, Inc. has met the specifications, terms and conditions of U.S. Communities Contract #4400003732; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Department of Technology Services 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 a five-year agreement (blanket agreement) to Ricoh USA, Inc. for the lease and maintenance of printers for the Department of Technology Services at an estimated annual cost not to exceed $71,000 for a total five-year contract amount not to exceed $355,000; utilizing U.S. Communities Contract #4400003732 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
To: The Honorable Chair and Members of City Council

Subject: Accepting a bid from Westscapes, LLC for Mangrove Bay Golf Course greens renovations for the Golf Courses at a total cost of $319,949.50.

Explanation: The Procurement Department received three bids for the golf course greens renovation.

The contractor will furnish all labor, materials, equipment and incidentals for greens renovation work for 21 existing greens and installation of one new sod farm that will include greens protection, turf build-up removal and stockpile, finish grading, tie-in with surrounds, United States Golf Association (USGA) 85/15 greens mix compatible with the existing, fumigation, grassing, restoration and clean up.

Built on a former landfill site, Mangrove Bay Golf Course opened for play in 1978. Mangrove Bay is an 18-hole, par 72 championship golf course, with a driving range, three practice greens, golf pro shop and snack bar. One of the busiest golf courses in the state, Mangrove Bay plays more than 61,000 rounds of golf annually. Platinum Paspalum turf grass will replace the existing Bermuda grass that has a life expectancy of 15 to 18 years and was last renovated in 1997. The St. Petersburg City Council approved the use of Weeki Wachee funds for the renovation of the Greens at Mangrove Bay Golf Course on August 4, 2016.

Westscapes, LLC will begin work approximately ten (10) days from written Notice to Proceed and is scheduled to complete work within the planned golf course closing dates for construction from May 1, 2017 to June 30, 2017.

Bids were opened on November 29, 2016, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Westscapes, LLC (St. Petersburg, FL)</td>
<td>$319,949.50</td>
</tr>
<tr>
<td>XGD Systems, LLC d/b/a TDI USA (Stuart, FL)</td>
<td>$432,420.00</td>
</tr>
<tr>
<td>Benson Construction Company, Inc. (Tifton, GA)</td>
<td>$584,000.00</td>
</tr>
</tbody>
</table>

Westscapes, LLC, the lowest responsive and responsible bidder has met the specifications, terms and conditions of IFB No. 6269, dated October 27, 2016. They have performed similar work for the City and have performed satisfactorily. Member managers of the firm are Scott McBroom and Derek C. McBroom.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Weeki Wachee Capital Projects Fund (3041), Mangrove Bay Renovation Project (15764).

Attachments: Bid Tabulation
Resolution

Approvals: 
Shay K. McBee
By: Administrative

[Signature]
Budget

[Signature]
## Bid Tabulation

**City of St. Petersburg**

**Procurement and Supply Management**

### Item No. Description

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Qty. UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Greens including removal, finish grade, greens mix, fumigation, recontour and grassing</td>
<td>1 LS</td>
<td>$284,598.50</td>
<td>$284,598.50</td>
</tr>
<tr>
<td>2</td>
<td>Surrounds including strip/recontour, finish grade &amp; grassing</td>
<td>1 LS</td>
<td>15,360.00</td>
<td>15,360.00</td>
</tr>
<tr>
<td>3</td>
<td>Allowance for Unforeseen Conditions</td>
<td>1 LS</td>
<td>20,000.00</td>
<td>20,000.00</td>
</tr>
</tbody>
</table>

**Grassing Unit Prices**

- Certified Platinum TE Paspalum sprigs @40b/sq.1,000 SF SF 0.43 0.53 0.55
- Certified Bermuda 419 sod SF 0.53 0.81 0.42

**Westscapes, LLC**

- St. Petersburg, FL
- Terms: Net 15
- Delivery: 61 Days

**XDG Systems, LLC**

- dba TDI USA
- Stuart, FL
- Terms: Net 15
- Delivery: 61 Days

**Tenson Construction Company, Inc.**

- Tifton, GA
- Terms: Net 15
- Delivery: 42 Days

**Sub Total Base Bid:**

- $319,946.50
- $432,420.00
- $584,000.00

**SBE Discount:**

- 0
- 0
- 0

**2%/10, Net 15 Discount:**

- 9,590.49
- 8,648.40
- 0

**Grand Total:**

- $310,361.02
- $423,771.60
- $584,000.00
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO WESTSCAPES, LLC AT A TOTAL COST NOT TO EXCEED $319,949.50 FOR THE MANGROVE BAY GOLF COURSE GREENS RENOVATION PROJECT FOR THE GOLF COURSES DEPARTMENT; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 27, 2016, the Purchasing Department received three bids for IFB No. 6269 for the Mangrove Bay Golf Course Greens Renovation Project for the Golf Courses Department; and

WHEREAS, Westscapes, LLC has met the requirements for IFB No. 6269; and

WHEREAS, the Procurement Department, in cooperation with the Golf Courses Department 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 Westscapes, LLC at a total cost not to exceed $319,949.50 for the Mangrove Bay Golf Course Greens Renovation Project for the Golf Courses Department is 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 Chair and Members of City Council

Subject: Approving a contract amendment to Creative Mailbox Designs, LLC., dba Creative Sign Designs in an amount not to exceed $112,128, for the Mahaffey Theater Entryway Marquee for a total contract amount of $312,128.00 (Engineering Project No. 15216-119; Oracle Project No. 14659 and 15112); and providing an effective date.

Explanation: The City issued REQ 5847 on September 1, 2015 seeking pre-qualifications from interested contractors to work with the City to design, fabricate and install one (1) prominent gateway sign or marquee for the Mahaffey Theater entryway on First Street South and Fourth Avenue South. The City received four responses to the RFQ and selected Creative Mailbox Designs, LLC dba, Creative Sign Designs, to design, permit, build and install the marquee.

On March 17, 2016, City Council approved the contract with Creative Mailbox Designs., dba Creative Sign Designs in the not-to-exceed amount of $200,000. The marquee will display the Mahaffey Theater logo, names of permanent sponsors and will also include an Electronic Message Center display board to advertise events. The marquee is to be designed to have a visual impact at a posted speed of 20 mph, proper resolution based on location and access, as well as a visual impact at night with integrated lighting and/or spot lights. All lighting will be energy efficient LED. The detailed design plan and specifications for the marquee is to be finalized upon acceptance of the final design and based on on-site review of a demonstration Electronic Message Center board.

The RFQ proposal was based on a single 10mm electronic message center, 10' wide by 5' high, placed parallel to First Street South, along with five (5) monolithic column features with provision for sponsorship opportunities along the main entrance to the facility. During the development of the design, a demonstration of the proposed Electronic Message Center was brought to the site to confirm placement and resolution. Based on the review of the demonstration, concerns were raised about visibility, clarity and overall performance of the marquee.

Due to the proximity of the sign to the roadway, and the need to address entry from both the south and north along First Street South, two (2) 6mm, 11'-7" wide by 5' high curved radius Electronic Message Center boards are proposed. The smaller resolution provides the greatest clarity at the given location and proximity to the street, and the dual curved radius boards address visibility for arrival from both directions. The additional cost covers the change from a single 10mm Electronic Message Center board to the two larger 6mm boards, as well as the upgraded steel support and foundation work to support the larger boards. The total additional cost for these changes is $112,128.

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

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$200,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment</td>
<td>112,128</td>
</tr>
<tr>
<td>New Contract Amount</td>
<td>$312,128</td>
</tr>
</tbody>
</table>

Continued on Page 2
Cost/Funding/Assessment/Information: Funds have been previously appropriated in the Recreation & Culture Capital Improvement Fund (3029), Mahaffey Theater Improvement Projects (Oracle No. 14659, 15112)

Attachments: Renderings (6 pages)
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
This presentation contains visual concepts for the Mahaffey Theater project. Glen Wilden, Art Director for Creative Sign Designs, assembled the Creative Design staff to produce a series of conceptual options for the primary entrance statement for the Mahaffey.

Glen’s leadership in design includes the iconic “Welcome” tower for the City of Saint Petersburg, the “SUNDALE” identity program as well as the Skyway Marina District identity monuments.

Glen brings his creative talents and knowledge of fabrication to Creative Sign Designs and has assembled a selection of various degrees of design and practical use, from the Art Team, for your consideration.

The compendium of design options include the use of 6MM and 10MM high profile electronic message centers with complimentary architectural elements and colors, blended into interpretations and degrees of style in a collaborative effort to capture the “Wow” factor one would feel as one enters the Mahaffey.

Creative’s Award Winning expertise in design and manufacturing enables our Team to offer these selections with the confidence that these elements can become a reality for the Mahaffey, in a timely manner, within the prescribed budget.

With this collection, our goal is to challenge your imagination and foster a continued conversation where we can work in partnership with the City of Saint Petersburg and the Mahaffey Team, to make the committee selection become a reality.

Thank you for your consideration.
Mahaffey Grand Entrance Statement

Mahaffey Grand Entrance Statement includes a uniquely fabricated curved 10MM Full Color Double Face Electronic Message Center, mounted in a floating configuration away from the main Monolithic Column Feature. MAHAFFEY THEATRE identity graphics suspend above and below the iconic message center, from dimensional fabrication with push-thru LED illumination. Topping the Monolithic Column feature, the MAHAFFEY Signature logo image, fully dimensional with front lit “push-thru” LED lighting technology and “Floating” from the Columns, as shown.

Monolithic Columns feature a fabricated dimensional aluminum process with floating translucent panels that complement the Mahaffey Architecture. Completing the Grand Entrance Statement, the Monolithic columns include an RGB up lighting program for themed enhancement.

Monolithic Columns feature anchoring the primary entrance with three additional Column Features aligned down the parkway with provisions for 9 sponsorship opportunities. Sponsorship Opportunities from internal LED displays, mounted from the columns, with “push-thru” illuminated graphics and side bar lighting.
Mahaffey Sponsorship Opportunities

Mahaffey Grand Entrance Statement

Mahaffey Grand Entrance Statement includes a uniquely fabricated curved 10MM Full Color Double Face Electronic Message Center, mounted in a "floating" configuration away from the main Monolithic Column Feature. MAHAFFEY THEATRE identity graphics suspend above and below the iconic message center from dimensional fabrication with “push-thru” LED illumination. Topping the Monolithic Column feature, the MAHAFFEY Signature logo imaging, fully dimensional with front “push-thru” LED lighting technology and “floating” from the Column, as shown. Monolithic Columns feature a fabricated dimensional aluminum process with floating translucent panels that complement the Mahaffey Architecture. Completing the Grand Entrance Statement: the Monolithic columns include an RGB up lighting program for enhanced lighting. Monolithic Column Features anchor the primary entrance with three additional Column Features aligned down the pathway with provisions for 9 sponsorship opportunities. Sponsorship Opportunities from internal LED displays, mounted from the columns, with “push-thru” illuminated graphics and side bar lighting.

May IIIi 2016
Mahaffey Sponsorship Opportunity Spires 2, 3 and 4

West Elevation -

North Elevation -

South Elevation -

East Elevation -

Seminole Hard Rock Casino

Bill Edwards Foundation for the Arts

Henry E. Scales Foundation

Seminole Hard Rock Casino
Existing Elevation

Proposed Updated Elevation
RESOLUTION NO.

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND CREATIVE MAILBOX DESIGNS, LLC DBA CREATIVESIGNDESIGNS ("VENDOR") DATED SEPTEMBER 1, 2015 TO INCREASE THE CONTRACT PRICE IN THE AMOUNT OF $112,128 FOR THE MARQUEES AT THE MAHAFFEY THEATER; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 6, 2016, the City of St. Petersburg, Florida ("City") and Creative Mailbox Designs, LLC dba Creative Sign Designs ("Vendor") executed an agreement ("Agreement") for Vendor to design, permit, build and install a marquee for the Mahaffey Theater entryway; and

WHEREAS, an initial demonstration of the proposed single (10mm) marquee was brought to the site and concerns were raised about visibility, clarity and overall performance; and

WHEREAS, as a result, it was determined that two (6mm) marquee boards would provide greater clarity and performance; and

WHEREAS, the City desires to amend the Agreement to increase the contract price in the amount of $112,128 for Vendor to provide two 6mm marquees for the Mahaffey Theater Entryway; and

WHEREAS, the total contract amount for this Agreement, as amended, shall not exceed $312,128.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the amendment to the agreement between the City of St. Petersburg, Florida, and Creative Mailbox Designs, LLC dba Creative Sign Designs ("Vendor") dated September 1, 2015 to increase the contract price in the amount of $112,128 for the marquees at the Mahaffey Theater; authorizing the Mayor or his designee to execute the amendment is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the amendment and all other necessary documents.

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)
To: The Honorable Chair and Members of City Council

Subject: Accepting a proposal from Humana Insurance Company for vision insurance at an estimated annual premium of $188,508; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

Explanation: The Procurement Department received eight proposals for vision insurance. Proposals were received from:

- Humana Insurance Company
- Davis Vision, Inc.
- UnitedHealthcare Insurance Company
- Ameritas Life Insurance Corp.
- National Vision Administrators, LLC
- Vision Service Plan Insurance Company
- Solstice Benefits, Inc.
- Metropolitan Life Insurance Company

The proposals were ranked on a basis of qualifications, experience and capacity, plan design/differences, plan administration, services and guarantees, and total cost of services. The recommended vendor met all requirements, offered wholesale pricing for frames and lenses and offered no increase in current plan rates for the guaranteed term for the Low Option Plan.

The voluntary vision benefits to be provided are a High Option Plan and a Low Option Plan. Humana Insurance Company offers a large provider network that offers 35% retail discount on frames in the Low Option Plan and a $130 allowance plus 20% off the additional balance on the High Option Plan. Humana provided no increase in co-pays for either plan, with rates guaranteed for 24 months and a 6% rate cap for year three, and have provided a 2.1% decrease in premium costs overall.

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

Humana Insurance Company $188,508

- Humana High Option
  - 1480 employees/retirees $174,864
- Humana Low Option
  - 820 employees/retirees $ 13,644

Humana Insurance Company has met the specifications and requirements of RFP No. 6278 dated November 3, 2016. Current local public sector clients include: Hillsborough County Public Schools, Hillsborough County, Pinellas County Schools, and the cities of Lakeland and Cape Coral. This agreement will be effective through March 31, 2020, with one two-year renewal option with rate guarantees of 12 months.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Health Insurance Fund (5121), Human Resources Group Benefits (0901177).

Attachments: Technical Evaluation (5 pages)
Vision Rate History
Resolution

Approvals:

[Signatures]
Administrative  Budget
Summary Work Statement

The City received five proposals for RFP No. 6278 Insurance, Dental and Vision. The successful offeror(s) will provide group dental and vision insurance for active and retired employees and their eligible dependents who select coverage. The nine proposals were received from:

- Aetna Life Insurance Company
- Ameritas Life Insurance Corp.
- Davis Vision, Inc.
- Humana Medical Plan, Inc.
- Metropolitan Life Insurance Company
- National Vision Administrators, LLC
- Solstice Benefits, Inc.
- Unitedhealthcare Insurance Company
- Vision Service Plan Insurance Company

Evaluation Committee

The evaluations of the nine proposals were conducted by:

- Chris Guella, Director, Human Resources
- Jason Hall, Benefits Supervisor, Human Resources
- Monica Parrish, Human Resources Analyst, Human Resources

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Qualifications, Experience, and Capacity
- Plan Design/Differences
- Plan Administration, Services, and Guarantees
- Cost

Offerors' Profiles

Below is a profile of each offeror and a summary of the strengths and weaknesses of each offeror as reported after the initial independent review.

Aetna Life Insurance Company is headquartered in Connecticut and was incorporated in Connecticut in 1853. The firm has been providing this service for 163 years and employs 49,639 people. Its strengths include: they matched the current plan closely; provided no charge for simple extractions; they provided a 9% decrease in cost; and firm has over 100 years' experience.

Weaknesses include: Proposal did not provide any references; they did not include any providers for DHMO and PPO plans; they did not provide network disruption information; they provided
lower lifetime maximum for orthodontia; and their rates are guaranteed for 12 months with a 6% cap for years two (2) and three (3).

The proposal meets the City's requirements.

**Ameritas Life Insurance Corp** is headquartered in Nebraska, and was incorporated in Nebraska in 1959. The firm has been providing this service for 33 years and employs 2284 people. Its strengths include: they matched the current plan closely; they provided references with over 10 years of business; 6% cap for years two (2) and three (3); and their Vision high plan matched current plan.

Weaknesses include: they had multiple exception to the city's agreement to include General Liability Coverage; Vision low option plan has no benefits for materials and contacts; they did not provide any independent or retail providers list; and they did not provide a disruption analysis.

The proposal meets the City's requirements.

**Davis Vision, Inc.** is headquartered in Texas, and was incorporated in New York in 1964. The firm has been providing this service for 50 years and employs 863 people. Its strengths include: they provided competitive benefits and discounts; they provided an aggressive cost proposal, 35% decrease in premium; they have an account manager in the Tampa Bay area; and they proposed a 48 month rate guarantee.

Weaknesses include: they had multiple deviations/exceptions to the city's agreement; they currently are a defendant for legal action in Federal Court; no coverage discounts for Walmart or Costco; and their proposal had a 30% disruption for independent providers and a 100% disruption for retail providers.

The proposal meets the City's requirements.

**Humana Medial Plan, Inc.** is headquartered in Kentucky, and was incorporated in Kentucky in 1961. The firm has been providing this service for 55 years and employs 50,000 people. Its strengths include: their proposal improved the Vision low plan benefits for employees; they provide a 12 month rate guarantee with 6% rate cap for years two (2) and three (3); their proposal provides a 2.1% percent decrease in rates over all; they will provide an additional 15% discount on low option frames; their Dental proposal increased the maximum benefit yearly maximum from $5,000 to unlimited; they are offering a $12,000 at risk maximum penalty if performance is not met; they provided a 24 month rate guarantee for the dental plans; and their proposal for Dental is providing a 3.4% decrease in premium; they provide x-rays and panoramic on PPO plan at no charge.

Weaknesses include: there is a 12 month waiting period on major orthodontia; their customer service results are based on their call center not the City; they provided a smaller dollar amount for reimbursement of contacts; and there is a small to no disruption to PPO.

The proposal meets the City's requirements.

**Metropolitan Life Insurance Company** is headquartered in New York, and was incorporated in New York in 1868. The firm has been providing this service for 148 years and employs 27,835 people. Its strengths include: they provided no change to the Vision premium; they provided a 24 month Vision rate guarantee; as the incumbent they provided a good plan design; they provided
no change in their dental plan; their dental rates are guaranteed for 24 months; and they provided a large network of providers.

Weaknesses include: they had exception to the Vision plans; their low option Vision plan has no out of network benefits and their high option plan has less benefits for elective contacts; they did not provide network analysis; they provided a 90% disruption to retail store providers; their customer service has faltered as the incumbent; they provided rate increases for every year; their proposal has a premium of 3%; no references provided; and they did not provide an access report for the DHMO plan.

The proposal meets the city's requirements.

*National Vision Administrators, LLC* is headquartered in New Jersey, and was incorporated in New Jersey in 1979. The firm has been providing this service for 37 years and employs 120 people. Its strengths include: they provided a good listing of providers “Eye Care Professional Directory”; their proposal has a 5.9% premium rate decrease; they provided an advantage to materials co-pays on low plan; and they provided a 24 month rate guarantee.

Weaknesses include: they do not have an account manager in the Tampa Bay area; they had exceptions to the agreement; their proposal requires employees/retirees to submit a claim for out of network provider referral; they did not provide and independent provider or retail provider disruption; and they did not provide their network providers.

The proposal meets the city's requirements.

*Solstice Benefits, Inc.* is headquartered in Florida, and was incorporated in Florida in 2004. The firm has been providing this service for 12 years and employs 137 people. Its strengths include: their customer service is located in Tampa Bay area; they provided an 8% decrease in premium costs; they provided an increase to the Vision low option benefits for materials; they provided a 24 month rate guarantee; they provided a 24 month rate guarantee; they have 29 clients in Florida; and they provided a 26% rate decrease for Vision plans.

Weaknesses include: they provided only three references; their offer does not match current plans; they have a limited network of providers; they provide an 80% disruption for DHMO plan; they provided a 12 month wait for PPO basic, major and orthodontia services; employees/retirees would lose some of their benefits; they provided no plan structure; there proposal provides a 100% disruption in retail providers and 73% in independent providers for the Vision plans; 22 of 30 independent provider not providing coverage; and one third of their network falls under the Dental PPO plan.

The proposal meets the city's requirements.

*Unitedhealthcare Insurance Company* is headquartered in Minnesota, and was incorporated in Minnesota in 1977. The firm has been providing this service for 29 years and employs 240,000 people. Its strengths include: their proposal provide a 36 month rate guarantee for the Vision plans and a 24 month guarantee for the Dental plans; their proposal provides a 10% decrease in premium for Dental Plans; and they have good customer service.

Weaknesses include: they provided a 30% disruption in independent providers and 40% disruption in retail providers; they provided a 14.2 increase to premiums for Vision plans; they were not able to meet current plans; they don't provide wellness and communication benefits;
they had plan deviations for Dental PPO/DHMO plans; they have a 16% disruption for DHMO plan; and they did not provide a DHMO procedure cost structure or no orthodontia cost structure.

The proposal meets the city's requirements.

*Vision Service Plan Insurance Company* is headquartered in California, and was incorporated in California in 1955. The firm has been providing this service for 61 years and employs 4,900 people. Its strengths include: they provided a discount program (Simple Value) for health and lifestyle; they have 60 years in the industry and have 29 clients in Florida; they provide a Spanish speaking representative; and they provided a 48 month rate guarantee and a 1.7% decrease in premium costs.

Weaknesses include: they did not provide any out of network coverage; they had plan deviations for both High and Low Vision plans; in their proposal, they stated they may increase premium costs during plan term by the amount of any tax or assessment, but willing to discuss; they provided a 25% increase in premium rates; they have a 100% disruption in retail providers; and their proposal does not cover medically necessary contacts.

The proposal meets the city's requirements.

**Short-listing and Oral Presentations**

The proposals were initially evaluated solely, by the City’s Consultant Gallaher Benefit Services, on the evaluation criteria established in the RFP. On December 5, 2016, Gallagher presented the evaluation summaries and the evaluation committee ranked and short-listed proposals for both the Dental and Vision Insurance. The proposals were ranked as follows:

<table>
<thead>
<tr>
<th>Rank Dental Insurance</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Humana Medical Plan, Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>Metropolitan Life Insurance Company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rank Vision Insurance</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Humana Medical Plan, Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>Metropolitan Life Insurance Company</td>
</tr>
<tr>
<td>3.</td>
<td>Davis Vision</td>
</tr>
</tbody>
</table>

On December 5, 2016, Humana Medical Plan, Inc., Metropolitan Life Insurance Company, and Davis Vision were invited to submit Best and Final Offers (BAFOs).

**Recommendation for Award**

On December 9, 2016, the evaluation committee met to evaluate the BAFO’s received from Humana and MetLife. The evaluation committee recommended Humana Medical Plan, Inc. as
the highest ranked offer for Dental and Vision Insurance. They have met the requirements of RFP No. 6278 and it has been determined to be the most advantageous to the City; taking into consideration price and the evaluation criteria set forth in a RFP.

Humana Medical Plan, Inc. was selected for the following reasons:

- They improved and enhanced the Vision coverages.
- Their Dental proposal increased the maximum benefit yearly maximum from $5,000 to unlimited.
- They decreased the Dental insurance by 3.4% and the Vision insurance by 2.1%.
- They provided a 24 month rate guarantee for the Dental Insurance.
- They are offering a $12,000 at risk maximum penalty if performance is not met.

Chris Guella  
Committee Member

Jason Hall  
Committee Member

Nortica Parrish  
Committee Member
City of St. Petersburg

Group Vision Insurance Monthly Rate History

<table>
<thead>
<tr>
<th>Plan Years</th>
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<td>2.33</td>
</tr>
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</table>
A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT (BLANKET AGREEMENT) WITH ONE TWO-YEAR RENEWAL OPTION TO HUMANA INSURANCE COMPANY AT AN ESTIMATED ANNUAL PREMIUM OF $188,508 WITH A 12-MONTH RATE GUARANTEE FOR EMPLOYEE VISION INSURANCE; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 3, 2016, the Procurement Department received eight proposals for RFP No. 6278 for City employee vision insurance; and

WHEREAS, Humana Insurance Company has met the requirements for RFP No. 6278; and

WHEREAS, the Procurement Department, in cooperation with the Human 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 proposal is accepted and the award of an agreement (blanket agreement) with one two-year renewal option to Humana Insurance Company at an estimated annual premium of $188,508 with a 12-month rate guarantee for employee vision insurance is 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 Chair and Members of City Council

Subject: Accepting a proposal from Humana Insurance Company for vision insurance at an estimated annual premium of $188,508; and authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction.

Explanation: The Procurement Department received eight proposals for vision insurance. Proposals were received from:

- Humana Insurance Company
- Davis Vision, Inc.
- UnitedHealthcare Insurance Company
- Ameritas Life Insurance Corp.
- National Vision Administrators, LLC
- Vision Service Plan Insurance Company
- Solstice Benefits, Inc.
- Metropolitan Life Insurance Company

The proposals were ranked on a basis of qualifications, experience and capacity, plan design/differences, plan administration, services and guarantees, and total cost of services. The recommended vendor met all requirements, offered wholesale pricing for frames and lenses and offered no increase in current plan rates for the guaranteed term for the Low Option Plan.

The voluntary vision benefits to be provided are a High Option Plan and a Low Option Plan. Humana Insurance Company offers a large provider network that offers 35% retail discount on frames in the Low Option Plan and a $130 allowance plus 20% off the additional balance on the High Option Plan. Humana provided no increase in co-pays for either plan, with rates guaranteed for 24 months and a 6% rate cap for year three, and have provided a 2.1% decrease in premium costs overall.

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

Humana Insurance Company $188,508

- Humana High Option
  1480 employees/retirees $174,864
- Humana Low Option
  820 employees/retirees $13,644

Humana Insurance Company has met the specifications and requirements of RFP No. 6278 dated November 3, 2016. Current local public sector clients include: Hillsborough County Public Schools, Hillsborough County, Pinellas County Schools, and the cities of Lakeland and Cape Coral. This agreement will be effective through March 31, 2020, with one two-year renewal option with rate guarantees of 12 months.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Health Insurance Fund (5121), Human Resources Group Benefits (0901177).

Attachments: Technical Evaluation (5 pages)
- Vision Rate History
- Resolution

Approvals:

[Signatures]
Technical Evaluation
953-48 Insurance, Dental and Vision

Summary Work Statement

The City received five proposals for RFP No. 6278 Insurance, Dental and Vision. The successful offeror(s) will provide group dental and vision insurance for active and retired employees and their eligible dependents who select coverage. The nine proposals were received from:

- Aetna Life Insurance Company
- Ameritas Life Insurance Corp.
- Davis Vision, Inc.
- Humana Medical Plan, Inc.
- Metropolitan Life Insurance Company
- National Vision Administrators, LLC
- Solstice Benefits, Inc.
- Unitedhealthcare Insurance Company
- Vision Service Plan Insurance Company

Evaluation Committee

The evaluations of the nine proposals were conducted by:

- Chris Guella, Director, Human Resources
- Jason Hall, Benefits Supervisor, Human Resources
- Monica Parrish, Human Resources Analyst, Human Resources

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Qualifications, Experience, and Capacity
- Plan Design/Differences
- Plan Administration, Services, and Guarantees
- Cost

Offerors' Profiles

Below is a profile of each offeror and a summary of the strengths and weaknesses of each offeror as reported after the initial independent review.

Aetna Life Insurance Company is headquartered in Connecticut and was incorporated in Connecticut in 1853. The firm has been providing this service for 163 years and employs 49,639 people. Its strengths include: they matched the current plan closely; provided no charge for simple extractions; they provided a 9% decrease in cost; and firm has over 100 years' experience.

Weaknesses include: Proposal did not provide any references; they did not include any providers for DHMO and PPO plans; they did not provide network disruption information; they provided...
lower lifetime maximum for orthodontia; and their rates are guaranteed for 12 months with a 6% cap for years two (2) and three (3).

The proposal meets the City's requirements.

_Ameritas Life Insurance Corp_ is headquartered in Nebraska, and was incorporated in Nebraska in 1959. The firm has been providing this service for 33 years and employs 2284 people. Its strengths include: they matched the current plan closely; they provided references with over 10 years of business; 6% cap for years two (2) and three (3); and their Vision high plan matched current plan.

Weaknesses include: they had multiple exception to the city's agreement to include General Liability Coverage; Vision low option plan has no benefits for materials and contacts; they did not provide any independent or retail providers list; and they did not provide a disruption analysis.

The proposal meets the City's requirements.

_Davis Vision, Inc._ is headquartered in Texas, and was incorporated in New York in 1964. The firm has been providing this service for 50 years and employs 863 people. Its strengths include: they provided competitive benefits and discounts; they provided an aggressive cost proposal, 35% decrease in premium; they have an account manager in the Tampa Bay area; and they proposed a 48 month rate guarantee.

Weaknesses include: they had multiple deviations/exceptions to the city's agreement; they currently are a defendant for legal action in Federal Court; no coverage discounts for Walmart or Costco; and their proposal had a 30% disruption for independent providers and a 100% disruption for retail providers.

The proposal meets the City's requirements.

_Humana Medial Plan, Inc._ is headquartered in Kentucky, and was incorporated in Kentucky in 1961. The firm has been providing this service for 55 years and employs 50,000 people. Its strengths include: their proposal improved the Vision low plan benefits for employees; they provide a 12 month rate guarantee with 6% rate cap for years two (2) and three (3); their proposal provides a 2.1 % percent decrease in rates over all; they will provide an additional 15% discount on low option frames; their Dental proposal increased the maximum benefit yearly maximum from $5,000 to unlimited; they are offering a $12,000 at risk maximum penalty if performance is not met; they provided a 24 month rate guarantee for the dental plans; and their proposal for Dental is providing a 3.4% decrease in premium; they provide x-rays and panoramic on PPO plan at no charge.

Weaknesses include: there is a 12 month waiting period on major orthodontia; their customer service results are based on their call center not the City; they provided a smaller dollar amount for reimbursement of contacts; and there is a small to no disruption to PPO.

The proposal meets the City's requirements.

_Metropolitan Life Insurance Company_ is headquartered in New York, and was incorporated in New York in 1868. The firm has been providing this service for 148 years and employs 27,835 people. Its strengths include: they provided no change to the Vision premium; they provided a 24 month Vision rate guarantee; as the incumbent they provided a good plan design; they provided...
no change in their dental plan; their dental rates are guaranteed for 24 months; and they provided a large network of providers.

Weaknesses include: they had exception to the Vision plans; their low option Vision plan has no out of network benefits and their high option plan has less benefits for elective contacts; they did not provide network analysis; they provided a 90% disruption to retail store providers; their customer service has faltered as the incumbent; they provided rate increases for every year; their proposal has a premium of 3%; no references provided; and they did not provide an access report for the DHMO plan.

The proposal meets the city's requirements.

National Vision Administrators, LLC is headquartered in New Jersey, and was incorporated in New Jersey in 1979. The firm has been providing this service for 37 years and employs 120 people. Its strengths include: they provided a good listing of providers “Eye Care Professional Directory”; their proposal has a 5.9% premium rate decrease; they provided an advantage to materials co-pays on low plan; and they provided a 24 month rate guarantee.

Weaknesses include: they do not have an account manager in the Tampa Bay area; they had exceptions to the agreement; their proposal requires employees/retirees to submit a claim for out of network provider referral; they did not provide and independent provider or retail provider disruption; and they did not provide their network providers.

The proposal meets the city's requirements.

Solstice Benefits, Inc. is headquartered in Florida, and was incorporated in Florida in 2004. The firm has been providing this service for 12 years and employs 137 people. Its strengths include: their customer service is located in Tampa Bay area; they provided an 8% decrease in premium costs; they provided an increase to the Vision low option benefits for materials; they provided a 24 month rate guarantee; they provided a 24 month rate guarantee; they have 29 clients in Florida; and they provided a 26% rate decrease for Vision plans.

Weaknesses include: they provided only three references; their offer does not match current plans; they have a limited network of providers; they provide an 80% disruption for DHMO plan; they provided a 12 month wait for PPO basic, major and orthodontia services; employees/retirees would lose some of their benefits; they provided no plan structure; their proposal provides a 100% disruption in retail providers and 73% in independent providers for the Vision plans; 22 of 30 independent provider not providing coverage; and one third of their network falls under the Dental PPO plan.

The proposal meets the city's requirements.

Unitedhealthcare Insurance Company is headquartered in Minnesota, and was incorporated in Minnesota in 1977. The firm has been providing this service for 29 years and employs 240,000 people. Its strengths include: their proposal provide a 36 month rate guarantee for the Vision plans and a 24 month guarantee for the Dental plans; their proposal provides a 10% decrease in premium for Dental Plans; and they have good customer service.

Weaknesses include: they provided a 30% disruption in independent providers and 40% disruption in retail providers; they provided a 14.2 increase to premiums for Vision plans; they were not able to meet current plans; they don't provide wellness and communication benefits;
they had plan deviations for Dental PPO/DHMO plans; they have a 16% disruption for DHMO plan; and they did not provide a DHMO procedure cost structure or no orthodontia cost structure.

The proposal meets the city's requirements.

*Vision Service Plan Insurance Company* is headquartered in California, and was incorporated in California in 1955. The firm has been providing this service for 61 years and employs 4,900 people. Its strengths include: they provided a discount program (Simple Value) for health and lifestyle; they have 60 years in the industry and have 29 clients in Florida; they provide a Spanish speaking representative; and they provided a 48 month rate guarantee and a 1.7% decrease in premium costs.

Weaknesses include: they did not provide any out of network coverage; they had plan deviations for both High and Low Vision plans; in their proposal, they stated they may increase premium costs during plan term by the amount of any tax or assessment, but willing to discuss; they provided a 25% increase in premium rates; they have a 100% disruption in retail providers; and their proposal does not cover medically necessary contacts.

The proposal meets the city's requirements.

**Short-listing and Oral Presentations**

The proposals were initially evaluated solely, by the City's Consultant Gallaher Benefit Services, on the evaluation criteria established in the RFP. On December 5, 2016, Gallagher presented the evaluation summaries and the evaluation committee ranked and short-listed proposals for both the Dental and Vision Insurance. The proposals were ranked as follows:

<table>
<thead>
<tr>
<th>Rank Dental Insurance</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Humana Medical Plan, Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>Metropolitan Life Insurance Company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rank Vision Insurance</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Humana Medical Plan, Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>Metropolitan Life Insurance Company</td>
</tr>
<tr>
<td>3.</td>
<td>Davis Vision</td>
</tr>
</tbody>
</table>

On December 5, 2016, Humana Medical Plan, Inc., Metropolitan Life Insurance Company, and Davis Vision were invited to submit Best and Final Offers (BAFOs).

**Recommendation for Award**

On December 9, 2016, the evaluation committee met to evaluate the BAFO's received from Humana and MetLife. The evaluation committee recommended Humana Medical Plan, Inc. as
the highest ranked offer for Dental and Vision Insurance. They have met the requirements of RFP No. 6278 and it has been determined to be the most advantageous to the City; taking into consideration price and the evaluation criteria set forth in a RFP.

*Humana Medical Plan, Inc.* was selected for the following reasons:

- They improved and enhanced the Vision coverages.
- Their Dental proposal increased the maximum benefit yearly maximum from $5,000 to unlimited.
- They decreased the Dental insurance by 3.4% and the Vision insurance by 2.1%.
- They provided a 24 month rate guarantee for the Dental Insurance.
- They are offering a $12,000 at risk maximum penalty if performance is not met.

\[\text{Signature} \quad \text{Signature} \quad \text{Signature}\]
Chris Guella  Jason Hall  Moritca Parrish
Committee Member  Committee Member  Committee Member
City of St. Petersburg

Group Vision Insurance Monthly Rate History

Plan Years

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
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<td></td>
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<td>$5.92</td>
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<td>Low Option</td>
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<tr>
<td>Family</td>
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<td>2.38</td>
<td>2.38</td>
<td>2.38</td>
<td>2.33</td>
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</table>
A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT (BLANKET AGREEMENT) WITH ONE TWO-YEAR RENEWAL OPTION TO HUMANA INSURANCE COMPANY AT AN ESTIMATED ANNUAL PREMIUM OF $188,508 WITH A 12-MONTH RATE GUARANTEE FOR EMPLOYEE VISION INSURANCE; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 3, 2016, the Procurement Department received eight proposals for RFP No. 6278 for City employee vision insurance; and

WHEREAS, Humana Insurance Company has met the requirements for RFP No. 6278; and

WHEREAS, the Procurement Department, in cooperation with the Human 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 proposal is accepted and the award of an agreement (blanket agreement) with one two-year renewal option to Humana Insurance Company at an estimated annual premium of $188,508 with a 12-month rate guarantee for employee vision insurance is 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:

______________________
City Attorney (designee)
To: The Honorable Chair and Members of City Council

Subject: Accepting a proposal for maintenance and support of a Geographic Information System from Environmental Systems Research Institute Incorporated, ("ESRI") a sole source supplier, for the Department of Technology Services, at a total cost of $71,500.19.

Explanation: The vendor provides advanced telephone and web support as well as periodic upgrades and patches for the ESRI ArcGIS desktop and server software and ArcGIS Online subscription cloud services. These services are used as the City's Geographic Information System platform for maintaining, accessing, displaying location-based information for City assets, such as parcels, utilities network, political and service area boundaries, zoning, street network, imagery within desktop, web and mobile application environments.

A sole source purchase is recommended because design of the ArcGIS software and applications is proprietary to ESRI, therefore product support cannot be obtained elsewhere.

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

Environmental Systems Research Institute Incorporated............... $71,500.19

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, GIS (8502581).

Attachments: Sole Source
Resolution

Approvals:

[Signatures]
City of St. Petersburg

Sole Source Request

Procurement & Supply Management

Department: DoTs

Check One: X Sole Source

Proposed Vendor: Environmental Research Systems Institute, Inc.

Estimated Total Cost: $61,476.23

Description of Items (or Services) to be purchased:
Annual maintenance, subscription and advanced support for Esri software.

Purpose or Function of Items:
To provide application support and software maintenance for the City’s enterprise Geographic Information System (GIS). This covers support for all Esri desktop and server software and cloud subscriptions including: ArcGIS Desktop and extensions 10.X, ArcGIS Server 10.X, and ArcGIS Image Server 10.X, and ArcGIS online.

Justification for Sole Source of Proprietary specification:
Environmental Systems Research Institute provides proprietary Esri software. Updates, support, and online subscription services can only be obtained directly from this vendor.

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.
A RESOLUTION DECLARING
ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE INCORPORATED TO BE A SOLE
SOURCE SUPPLIER FOR THE MAINTENANCE
AND SUPPORT OF THE GEOGRAPHIC
INFORMATION SYSTEM (ESRI ARCGIS) FOR
THE DEPARTMENT OF TECHNOLOGY
SERVICES; ACCEPTING THE PROPOSAL AND
APPROVING THE PURCHASE WITH
ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE INCORPORATED FOR THE
PURCHASE OF MAINTENANCE AND
SUPPORT OF THE GEOGRAPHIC
INFORMATION SYSTEM (ESRI ARCGIS) FOR
THE DEPARTMENT OF TECHNOLOGY
SERVICES AT A TOTAL COST NOT TO
EXCEED $71,500.19; AUTHORIZING THE
MAYOR OR MAYOR'S DESIGNEE TO
EXECUTE ALL DOCUMENTS NECESSARY TO
EFFECTUATE THESE TRANSACTIONS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase maintenance and support for the City’s
ESRI ArcGIS System which is the platform for maintaining, accessing, and displaying location
based information for City assets for the Department of Technology Services; and

WHEREAS, Environmental Systems Research Institute Incorporated (“ESRI”) is
the sole source provider because design of the ArcGIS software and applications is the sole
propriety to ESRI, therefore, product support cannot be obtained elsewhere; and

WHEREAS, Section 2-249 of the City Code provides requirements for sole source
procurement of a supply or service over $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 and Supply Management Department, in cooperation
with the Department of Technology Services, recommends approval of the award to
Environmental Systems Research Institute Incorporated 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 Environmental Systems Research Institute Incorporated is a sole source
supplier.
BE IT FURTHER RESOLVED that the proposal is accepted and the purchase with Environmental Systems Research Institute Incorporated for maintenance and support of the Geographic Information System (ESRI ArcGIS) for the Department Of Technology Services at a total cost not to exceed $71,500.19 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 January 5, 2017

To: The Honorable Chair and Members of City Council

Subject: Accepting a proposal from ForeverLawn of Florida, Inc., a sole source supplier, for synthetic turf for the Parks and Recreation Department, at a total cost of $57,609.

Explanation: The City received a proposal for synthetic turf.

The vendor will furnish and install 5,190 square feet of artificial, anti-static synthetic turf, at Westgate Elementary School, a Playing Close to Home site. The turf meets the ASTM 1292 fall height requirements for up to 12 feet, as well as ASTM 1951 ADA certification requirements. In addition, the turf features 100% recycled backing, and is made of a proprietary material that is antimicrobial and reduces static buildup. Since the turf is only available through ForeverLawn of Florida, Inc., a sole source procurement is requested.

The new turf is replacing existing wood mulch playground surfacing that is being phased-out by the department. At this particular location the current wood mulch surfacing has been overtaken by Australian pine roots, causing a safety hazard. This product offers an additional safety feature over other synthetic surfaces. Buildup of static on playground surfacing during periods of low humidity can create a safety concern for children with electronic hearing devices. The anti-static feature that is manufactured into the blades allow the children to use play areas without removing the devices.

The Procurement Department, in cooperation with the Parks and Recreation Department, recommends for award:

ForeverLawn of Florida, Inc. $57,609
Playground Grass Ultra 5,190 sq. ft. @ $11.10 per sq. ft.

This purchase is made in accordance with Section 2-249 of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service over $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 Recreation and Culture Capital Improvement Fund (3029).

Attachments: Sole Source Quote Resolution

Approvals: 

By Administrative Budget
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Parks & Recreation

Check One: X Sole Source

Proposed Vendor: Foreverlawn Inc. Florida

Estimated Total Cost: $57,609.00

Description of Items (or Services) to be purchased:

Installation of Ultra Anti Static artificial playground grass for Westgate Elementary School.

Purpose of Function of items:

To provide ADA accessible surfacing in playgrounds. The current wood mulch surfacing has been overtaken by Australian Pine roots which have created a safety hazard.

Justification for Sole Source of Proprietary specification:

The above artificial grass surfacing from ForeverLawn Inc. is the only grass that offers an Anti Static material. The Parks and Recreation Department has stopped the use of the grass from all other manufacturers due to the static build up during certain times of the year.

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Purchasing 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.

Department Director

Administrator/Chief

Louis Moore, Director
Purchasing and Materials Management

Date

Date

Date
Proposal:

The following proposal was calculated by using information gathered on site.

<table>
<thead>
<tr>
<th>Area</th>
<th>Product</th>
<th>Sq. ft.</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Playground</td>
<td>Playground Grass Ultra</td>
<td>5,190</td>
<td>$57,609</td>
</tr>
</tbody>
</table>

This proposal includes:

- **Product** – ForeverLawn Playground Grass Ultra and all associated things needed for the installation such as seam tape, glue, etc.

- **Installation** – The city will remove the mulch and pour cement curbs as well as grind roots. ForeverLawn will place nailer boards around the perimeter ¼" below top grade of curb. Stone will then be added, leveled and compacted. A 2" SafetyFoam pad will then be added over the stone. The turf will be laid over the top, seamed and secured with stainless steel staples. A final layer of lite silica sand will then be added into the fibers.

- **Clean Up** – The work site will be cleaned up and all debris will be removed.

- This Foreverlawn product carries a 10 year manufacturer’s warranty.

Note:
All work will be done in a professional manner. Changes to the scope of the project may require changes to the proposal and pricing as well. *Due to product pricing considerations, the price of this quote can only be guaranteed for 60 days from the date specified on page one of this proposal.*

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Authorized Signature – Foreverlawn of Florida, Inc.                        Authorized Signature – City of St Petersburg
WHEREAS, the City wishes to purchase synthetic turf for Westgate Elementary School, a “Playing Close to Home” site to replace existing wood mulch which is being phased out by the Parks and Recreation Department ("Department"); and

WHEREAS, Foreverlawn of Florida, Inc. is the sole provider of the synthetic turf that meets the Department’s specific requirements, which includes ASTM fall height requirements, ADA certification requirements, 100% recycled material, contains antimicrobial material and reduces static build-up; and

WHEREAS, Section 2-249 of the City Code provides requirements for sole source procurement of a supply or service over $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 and Supply Management Department, in cooperation with the Parks and Recreation Department, recommends approval of the award to Foreverlawn of Florida, Inc. 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 Foreverlawn of Florida, Inc. is a sole source supplier.

BE IT FURTHER RESOLVED that the proposal is accepted and the purchase with Foreverlawn of Florida, Inc. for the purchase of synthetic turf for the Parks and Recreation Department at a total cost not to exceed $57,609 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)
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a Restrictive Covenant with the Florida Department of Environmental Protection for the City-owned property known as the former Atherton Oil Site located at approximately 638 - 26th Street South, St. Petersburg; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management received a request from Engineering & Capital Improvements to record a restrictive covenant on the City-owned property generally located at the southeast corner of 6th Avenue South and 26th Street South ("Property"). The Property was a former bulk fuel distribution facility operated by the Atherton Oil Company, who abandoned the Property in 1989. The Property was conveyed to the City of St. Petersburg ("City") by Pinellas County through the escheat process in 2000. After being conveyed ownership, the City performed a Phase II Site Assessment that disclosed the presence of contamination which was then reported to the Florida Department of Environmental Protection ("FDEP"). The City subsequently entered into a Brownfield Site Rehabilitation Agreement with the FDEP that called for the assessment and subsequent remediation of soil and groundwater impacts, a contamination/risk assessment, feasibility study, and remedial action plan which were implemented. Monitoring wells were installed on the Property as part of the contamination assessment in order to monitor groundwater levels as part of remediation of the site.

FDEP made a "No Further Action" determination which was based on the absence or minimal levels of contaminants in groundwater found in the monitoring wells after remediation efforts on the Property took place and an analysis of the costs and time frames involved to further reduce the minimal concentration of applicable contaminants. A determination of No Further Action means that use restrictions related to groundwater activities and other forms of passive remediation of contaminated groundwater are sufficient and are accomplished through a Restrictive Covenant ("RC").

The restrictions contained in the RC only apply to the area of the Property encumbered by the RC and include, but are not limited to:

- no use of groundwater;
- no drilling for water;
- no installation of wells, other than monitoring or other wells pre-approved in writing by FDEP's Division of Waste Management ("DWM"), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts;
- any dewatering activities must have a plan approved by DWM; and
- no stormwater swales, stormwater detention or retention facilities, or ditches are allowed.

The aforementioned restrictions will have minimal impact on the future development and use potential for the combined site.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his Designee, to execute a Restrictive Covenant with the Florida Department of Environmental Protection for the City-owned property known as the former Atherton Oil Site located at approximately 638 - 26th Street South, St. Petersburg; and to execute all documents necessary to effectuate same; and providing an effective date.

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

**ATTACHMENTS:** Illustrations and Resolution

**APPROVALS:**

- Administration:  
- Budget: N/A
- Legal:  
  (As to consistency w/attached legal documents)
  Legal: 00301663.docx
ILLUSTRATION NO. 1
Atherton Oil Site
ILLUSTRATION NO. 2
Area of Restrictive Covenant

THIS IS NOT A SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BEARINGS ARE BASED UPON, SEE SKETCH AND LEGAL DESCRIPTION.

LEGAL DESCRIPTION:

THE WEST 40.00 FEET OF LOT 5, BLOCK K, ACCORDING TO THE PLAT OF "COLONIAL ANNEX", AS RECORDED IN PLAT BOOK 4, PAGE 65, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND BEING DESCRIBED HEREIN (THE DESCRIPTION) IS BASED UPON THE GEOMETRY AS DESCRIBED ON THE RECORDED DOCUMENTS AS NOTED HEREIN AND IS SUBJECT TO AN ACCURATE LAND BOUNDARY SURVEY.

PREPARED FOR:

ATHERTON OIL - LOT 5, BLOCK K

LEGAL DESCRIPTION & SKETCH

SCALE: 1"=30'

DATE: 7-22-2016

DRAWN: GMS

CALCLED: JTP

CHECKED: JTP

SEE SHEET 1 FOR LEGAL DESCRIPTION AND SKETCH

REVISION 1: 12-20-2016 - RENEGD STREET NAME - GMS

AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FLORIDA DESIGN CONSULTANTS, INC.

©Copyright 2016 Florida Design Consultants, Inc. Drawings and concepts may not be used or reproduced without written permission. Sheet 1 of 1
Reso1ution No. 2017 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A RESTRICTIVE COVENANT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE CITY-OWNED PROPERTY KNOWN AS THE FORMER ATHERTON OIL SITE LOCATED AT APPROXIMATELY 638-26TH STREET SOUTH, ST. PETERSBURG; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management received a request from Engineering & Capital Improvements to record a restrictive covenant on the City-owned property generally located at the southeast corner of 6th Avenue South and 26th Street South ("Property"); and

WHEREAS, the Property was a former bulk fuel distribution facility operated by the Atherton Oil Company, who abandoned the Property in 1989; and

WHEREAS, the Property was conveyed to the City of St. Petersburg ("City") by Pinellas County through the escheat process in 2000; and

WHEREAS, after being conveyed ownership, the City performed a Phase II Site Assessment that disclosed the presence of contamination which was then reported to the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, the City subsequently entered into a Brownfield Site Rehabilitation Agreement with the FDEP that called for the assessment and subsequent remediation of soil and groundwater impacts, a contamination/risk assessment, feasibility study, and remedial action plan which were implemented; and

WHEREAS, monitoring wells were installed on the Property as part of the contamination assessment in order to monitor groundwater levels as part of remediation of the site; and

WHEREAS, FDEP made a "No Further Action" determination which was based on the absence or minimal levels of contaminants in groundwater found in the monitoring wells after remediation efforts on the Property took place and an analysis of the costs and time frames involved to further reduce the minimal concentration of applicable contaminants; and
WHEREAS, a determination of No Further Action means that use restrictions related to groundwater activities and other forms of passive remediation of contaminated groundwater are sufficient and are accomplished through a Restrictive Covenant ("RC"); and

WHEREAS, the restrictions contained in the RC only apply to the area of the Property encumbered by the RC and include, but are not limited to, no use of groundwater, no drilling for water, no installation of wells, other than monitoring or other wells pre-approved in writing by FDEP's Division of Waste Management ("DWM"), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts, any dewatering activities must have a plan approved by DWM, and no stormwater swales, stormwater detention or retention facilities, or ditches are allowed; and

WHEREAS, the aforementioned restrictions will have minimal impact on the future development and use potential for the combined site.

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 Restrictive Covenant with the Florida Department of Environmental Protection for the City-owned property known as the former Atherton Oil Site located at approximately 638 - 26th Street South, St. Petersburg; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED:

Bruce E. Grimes, Director
Real Estate and Property Management
Item CB-12 backup will be available at a later date.

Approving an Architect / Engineering Agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (A/E) for the A/E to provide engineering services for the NWWRF Effluent Filters Improvements Project (A/E Agreement) in an amount not to exceed $____________ and authorizing the Mayor or his designee to execute the Agreement. (Engineering Project No. 17052-111; Oracle No. 15926)
Item CB-12 backup will be available at a later date.

Approving an Architect / Engineering Agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (A/E) for the A/E to provide engineering services for the NWWRF Effluent Filters Improvements Project (A/E Agreement) in an amount not to exceed $_____________ and authorizing the Mayor or his designee to execute the Agreement. (Engineering Project No. 17052-111; Oracle No. 15926)
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 5, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-06-AID/AWA, as amended, to the architect/engineering agreement between the City of St. Petersburg, Florida, and American Infrastructure Development, Inc. dated September 3, 2014 in an amount not to exceed $82,906 for design phase services related to hangar redevelopment at Albert Whitted Airport (SPG); and providing an effective date (Engineering Project 15052-113; Oracle No. 14168)

EXPLANATION: On September 3, 2014, the City Council approved a Master Agreement with the professional consulting engineering firm of American Infrastructure Development, Inc. (AID) for engineering services related to Miscellaneous Professional Services for Albert Whitted Airport Projects.

On March 30, 2015, the City administratively authorized Task Order No. 12-06-AID/AWA in the amount of $64,375 for professional engineering, architecture, geotechnical and surveying services for the preparation of a Concept Site Plan and Pre-Design Report representing preliminary design for the replacement of several antiquated hangars in conformance with the 2006 Airport Master Plan. This Pre-Design Report was completed on August 2015.

On January 21, 2016, City Council approved Amendment No. 1 to Task Order No. 12-06-AID/AWA in the amount of $450,545 for professional engineering, architecture, geotechnical and surveying for final design, permitting and bidding phase services. In accordance with the results and recommendations of the Pre-Design report, detailed plans and specifications were being developed to replace the five (5) existing deteriorated and outdated maintenance and storage hangars with the construction of seven (7) new hangars. Proposed hangars are being designed in recognition of the Mayor’s Executive Order 2015-07 entitled “Sustainable St. Petersburg”. Also, aesthetic features will be identified for two of the proposed hangars, which are within the collaborative area of St. Petersburg Downtown Waterfront Master Plan (DWMP).

Under the current scope of services, the proposed project’s purpose is to increase and improve the airport’s marketable space by reconstructing several of its hangars primarily located in its southwest area. The work includes the staged replacement of maintenance hangar no. 2 with two new maintenance hangars (2A and 2B) in its place. The two new maintenance hangars will consist of aviation hangar space, as well as office and restrooms. In addition to the maintenance hangars, four (4) existing T-hangars will be replaced with five (5) new T-hangars with larger and more desirable interior units. The four (4) existing T-hangars identified for replacement are T-hangars 5, 6, 7 and 8. Hangars 5 and 6 will be demolished and the site will be re-configured to accommodate three (3) new T-hangars with larger units (hangars 5A, 5B and 6). Hangars 7 and 8 will be reconstructed within their same footprint, but will provide units with larger (42 foot wide) doors. All of the seven (7) proposed hangars are being designed concurrently. Additional tie-down areas, to be reflected on the
plans, will be on available apron areas to accommodate displaced aircraft during construction and serve as transient parking when the project is completed.

This Amendment No. 2 to Task Order No. 12-06-AID/AWA in the amount of $82,906 for professional engineering, architectural, geotechnical and surveying for design and permitting services for the construction of two (2) new additional T-hangars replacing the existing grassed tie-down spaces that are currently occupied by small single engine aircraft. Proposed T-hangar Nos. 15 and 16 would be located east of existing Hangar No. 4 and north of 8th Avenue S.E. The proposed site would require only minor modifications to the air operations area access driveway and gate. This opportunity to construct two additional T-hangars (and, thus, increase Albert Whitted's marketable hangar space) has been made possible by a re-direction of additional FDOT funds originally designated for redeveloping the Albert Whitted Water Reclamation Plant site into new hangars. The revised scope of work will include the removal of five (5) hangers for the construction of nine (9) new hangars as one set of construction plans and specifications.

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

Administration recommends authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 12-06-AID/AWA, as amended, to the architect/engineering agreement between the City of St. Petersburg, Florida, and American Infrastructure Development, Inc. dated September 3, 2014 in an amount not to exceed $82,906 for design phase services related to hangar redevelopment at Albert Whitted Airport (SPG). (Engineering Project 15052-113; Oracle No. 14168)

COST/FUNDING/ASSESSMENT INFORMATION: Under a grant with the City, Florida Department of Transportation (FDOT) will provide 80% of designated funds and the City the remaining 20% for the proposed Hangar Redevelopment Design as follows:

**Hangar Redevelopment:**
FDOT (80%) - $1,200,000
City (20%) - $300,000
Totals: $1,500,000

Funds have been previously appropriated in the Neighborhood & Citywide Infrastructure Fund (3027) and the Airport Capital Projects Fund (4033), (Engineering Project 15052-113; Oracle No. 14168).

ATTACHMENTS: Resolution

APPROVALS: Administrative: [Signature]
Budget: [Signature]
RESOLUTION NO. 2016-_____

AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 12-06-AID/AWA, AS AMENDED, TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND AMERICAN INFRASTRUCTURE DEVELOPMENT, INC. DATED SEPTEMBER 3, 2014 IN AN AMOUNT NOT TO EXCEED $82,906 FOR DESIGN PHASE SERVICES RELATED TO HANGAR REDEVELOPMENT AT ALBERT WHITTED AIRPORT (SPG); AND PROVIDING AN EFFECTIVE DATE (ENGINEERING PROJECT 15052-113; ORACLE NO. 14168)

WHEREAS, the City of St. Petersburg, Florida ("City") and American Infrastructure Development, Inc. ("A/E") entered into an architect/engineering agreement on September 3, 2014, for A/E to provide miscellaneous professional services for Albert Whitted Airport Projects; and

WHEREAS, on March 30, 2015, Administration issued Task Order No. 12-06-AID/AWA in the amount of $64,375 for A/E to provide professional engineering, architecture, geotechnical and surveying services for the preparation of a Concept Site Plan and Pre-Design Report for the replacement of several antiquated hangars in conformance with the 2006 Airport Master Plan; and

WHEREAS, on January 21, 2016, City Council approved Amendment No. 1 to Task Order No. 12-06-AID/AWA in the amount of $450,545 for A/E to provide professional engineering, architecture, geotechnical and surveying for final design, permitting and bidding phase services for several antiquated hangers at Albert Whitted Airport; and

WHEREAS, this Amendment No. 2 to Task Order No. 12-06-AID/AWA, as amended, in the amount of $82,906 is for A/E to provide professional engineering, architectural, geotechnical and surveying for design and permitting services for the construction of two (2) new additional T-hangars replacing the existing grassed tie-down spaces that are currently occupied by small single engine aircraft; and

WHEREAS, Administration request approval of Amendment No. 2 to Task Order No. 12-06-AID/AWA, as amended, in an amount not to exceed $82,906, for a total task order, as amended, amount not to exceed $597,826.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 2 to Task Order No. 12-06-AID/AWA, as amended, to the architect/engineering agreement dated September 3, 2014 between the City of St. Petersburg, Florida and American Infrastructure Development, Inc. in an amount not to exceed $82,906, for design phase services related to hangar redevelopment at Albert Whitted Airport.
This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
Final

Approved by:

[Signature]

Brijesh Prayman P.E.
Engineering Director
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 5, 2017

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

SUBJECT: A resolution approving an architect/engineering agreement between the City of St. Petersburg, Florida and HDR Engineering, Inc. ("A/E") for A/E to provide professional engineering services for the AWWRF Capacity Analysis Report Project for an amount not to exceed $158,006.85; authorizing the Mayor or his designee to execute the agreement; and providing for an effective date. (Engineering Project No. 17057-111, Oracle Project No. 15955)

EXPLANATION: On October 19, 2016, the City issued a Request for Qualifications (RFQ) requesting qualifications from interested multi-disciplinary design teams for design and construction administration services for the AWWRF Capacity Analysis Report Project. Five (5) statements of qualifications were received from Arcadis U.S., Inc., George F. Young, Inc., HDR Engineering, Inc., Kimley-Horn and Associates, Inc., and McKim & Creed, Inc. in response to the RFQ. On November 8, 2016, the selection committee shortlisted three (3) of the design teams.

On November 16, 2016 the Consultant Selection Committee ranked HDR Engineering, Inc. No. 1, McKim & Creed, Inc. No. 2 and Kimley-Horn and Associates, Inc. No. 3 to furnish professional architectural/engineering services for the AWWRF Capacity Analysis Report Project based upon their experience and their presentation that outlined the best strategy for this project.

The AWWRF is under consideration to be reopened to augment the City's wastewater treatment capacity to provide additional capacity for high flows during wet weather. For this option to be available, the AWWRF's operating permit will need to be renewed before it expires in June 2017.

The contract with HDR, Inc., in an amount not to exceed $158,006.85, includes the scope of services for developing a Capacity Analysis Report, reviewing the Operations and Maintenance Performance Report prepared by the City, and assisting in renewing the Florida Department of Environmental Protection (FDEP) operating permit for the AWWRF.

HDR will prepare the Capacity Analysis Report for the AWWRF and coordinate with the consultant preparing the Capacity Analysis Report for the Southwest Water Reclamation Facility (SWWRF). The Capacity Analysis Report for the AWWRF will summarize the flow and waste characteristics, and the population growth and flow projections for the AWWRF collection basin as provided by the City. HDR will compile and trend the flow and waste characteristics to define variations in flows and waste loads over the years and seasonally. HDR will perform process modeling for the current AWWRF treatment configuration using Biowin to determine if the existing tanks and processes are adequate to treat the flow. HDR will perform a hydraulic evaluation for the current AWWRF treatment configuration to determine the respective hydraulic capacity of each treatment unit, including an evaluation of the yard piping and onsite pump stations. It is assumed that the biosolids will not be treated at the AWWRF and will be transferred to the SWWRF.
HDR will review and comment on the treatment equipment condition evaluation prepared by the City to address compliance with FDEP permitting requirements. HDR will review and comment on the Operation and Maintenance Program prepared by the City to address compliance with FDEP Capacity Maintenance and Operational Management (CMOM) requirements. HDR will review and comment on the Operations and Maintenance Performance Report prepared by the City to address compliance with FDEP requirements for the operating permit renewal. The comments will be summarized in three (3) Technical Memoranda.

HDR will review the AWWRF operating permit renewal application and accompanying documents prepared by the City and provide comments. HDR will attend up to two (2) meetings with the FDEP to assist in renewing the operating permit. HDR will respond to the 1st Request for Additional Information (RAI) from the FDEP which is assumed to be done in two parts. The first part will be a letter response requesting additional time to respond with a proposed schedule of activities to be performed; the second part will be compiling the required information that will include the Capacity Analysis Report and the Operations and Maintenance Performance Report.

HDR will attend one (1) City Council meeting to report on the project progress and obtain input. The Project is scheduled to be completed is seven months upon receiving the NTP.

**RECOMMENDATION:** Administration recommends approving an architect/engineering agreement between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide professional engineering services for the AWWRF Capacity Analysis Report Project for an amount not to exceed $158,006.85; authorizing the Mayor or his designee to execute the agreement; and providing for an effective date. (Engineering Project No. 17057-111, Oracle Project No. 15955)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF AW Cap Analysis Rep FY17 Project (15955).

**ATTACHMENTS:** Resolution

**APPROVALS:**

- Administrative
- Budget
RESOLUTION NO. 2016-____

A RESOLUTION APPROVING AN ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HDR ENGINEERING, INC. ("A/E") FOR A/E TO PROVIDE PROFESSIONAL ARCHITECT/ENGINEERING SERVICES FOR THE AWWRF CAPACITY ANALYSIS REPORT PROJECT FOR AN AMOUNT NOT TO EXCEED $158,006.85; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 17057-111, ORACLE NO. 15955).

WHEREAS, the City of St. Petersburg, Florida ("City") through its Engineering & Capital Improvements Department issued a request for qualifications ("RFQ") for professional architect/engineering services for the AWWRF Capacity Analysis Report Project on October 19, 2016; and

WHEREAS, the City received statements of qualifications in response to the RFQ from Arcadis U.S., Inc., George F. Young, Inc., HDR Engineering, Inc., Kimley-Horn and Associates, Inc. and McKim & Creed, Inc. in response to the RFQ; and

WHEREAS, based on the presentations, deliberations, and the RFQ materials submitted by the five (5) firms, the Selection Committee ranked HDR Engineering, Inc. ("A/E") as the most qualified firm; and

WHEREAS, the City wishes to contract with A/E for the AWWRF Capacity Analysis Report Project and A/E wishes to accept such duties and responsibilities on all the terms and conditions set forth in the Architect/Engineering Agreement; and

WHEREAS, upon completion of the Basis of Design Report, an amendment to the architect/engineering agreement will be presented to City Council for A/E to provide the remaining design phase services and construction administration services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the architect/engineering agreement between the City of St. Petersburg, Florida and HDR Engineering, Inc. ("A/E") for A/E to provide professional architect/engineering services for the AWWRF Capacity Analysis Report Project for an amount not to exceed $158,006.85 ("A/E Agreement") is hereby approved.

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

This resolution shall become effective immediately upon its adoption.

Approved by:  

Approved by:  

[Signature]  
Legal Department  
By: (City Attorney or Designee)  

[Signature]  
Engineering & Capital Improvements Director
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of January 5, 2017

TO: The Honorable Chair and Members of City Council

SUBJECT: Authorizing the Mayor or his Designee to execute Amendment 1 to the City’s State Revolving Fund Loan Agreement executed February 3, 2016 (WW520630), increasing the loan amount by $9,884,249 plus capitalized interest in the amount of $306,200 for a total loan amount of $50,190,449, plus the loan service fee of 2%.

EXPLANATION: On June 19, 2014, City Council authorized the Mayor or his Designee to apply for assistance from the State of Florida, State Revolving Fund (SRF) loan program for water reclamation facility improvements and to execute the requested loan agreement documents for an amount not to exceed $50 million as provided for by the SRF. The original agreement with FDEP was for $40 million, the maximum allowed in a specific fiscal year (FY16). We were recently awarded the remaining loan amount of $9,884,249 from FDEP’s FY17 budget. Although the two combined amounts are below the $50 million authorized by City Council on June 19, 2014, the capitalized interest of $306,200 takes the total principal above the authorized amount.

Amendment 1 to the Loan Agreement WW520630 includes several revisions to the Original Agreement, including the following:

- **Audit and Monitoring Requirements (2.03):**
  The threshold triggering a State Single Audit by the City was increased from $500,000 to $750,000. This revision does not change our Single Audit requirement, given that the City’s loan amount is expected to be $50,190,449.

- **Financing Rate:**
  The financing rate for the remaining funds of $9,884,249 will be 0.0% per annum. The rate established in the original agreement for the $40,000,000 portion is 0.45% per annum.

- **Definition of Project:**
  The definition of “Project” now also includes Owner Direct Purchases for the Biosolids to Energy Project to be purchased and installed by the Contractor.

- **Public Records Access:**
  A new section was added to the Agreement requiring compliance with Florida Public Records law under Chapter 119 F.S.

- **Termination False Certification, Scrutinized Companies, Boycotting:**
  A new section was added requiring the City to certify that the City and its contractors are not scrutinized companies as defined in Chapter 287.135 of the Florida Statutes. A scrutinized company is one that is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or businesses engaged in business operations in Cuba or Syria.
A final amendment will be prepared at the project’s construction completion finalizing the loan amount and 2% loan service fee based on final construction costs. A repayment schedule will be established at that time with the first repayment due by January 15, 2020.

Administration recommends approval of Amendment 1 to the City’s State Revolving Fund Loan Agreement executed February 3, 2016 (WW520630), increasing the loan amount by $9,884,249 plus capitalized interest in the amount of $306,200 for a total loan amount of $50,190,449, plus a loan service fee of 2%.

COST/FUNDING/ASSESSMENT INFORMATION: Amendment 1 to the City’s State Revolving Fund Loan Agreement is included in the debt service schedules of the Water Resources Utility Rate Analysis.

ATTACHMENTS: State Revolving Fund Amendment 1 to Loan Agreement WW520630
Clean Water State Revolving Fund Construction Loan Agreement WW520630

APPROVALS:

[Signatures]

Administrative

Finance
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT 1 TO THE STATE REVOLVING FUND LOAN AGREEMENT EXECUTED FEBRUARY 3, 2016 (WW520630), INCREASING THE LOAN AMOUNT BY $9,884,249 PLUS CAPITALIZED INTEREST IN THE AMOUNT OF $306,200 FOR A TOTAL LOAN AMOUNT OF $50,190,449, PLUS THE LOAN SERVICE FEE OF 2%; IDENTIFYING PLEDGED REVENUES FOR REPAYMENT OF THE LOAN; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SIGN AND CERTIFY ALL DOCUMENTS NECESSARY TO EXECUTE THE AMENDMENT, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY AND DIRECTOR OF FINANCE; AUTHORIZING THE MAYOR TO DELEGATE RESPONSIBILITY TO CITY STAFF FOR ACTIVITIES ASSOCIATED WITH THE LOAN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 19, 2014, City Council authorized the Mayor or his Designee to apply for assistance from the State of Florida, State Revolving Fund (SRF) loan program for water reclamation facility improvements and to execute the requested loan agreement documents for an amount not to exceed $50 million as provided for by the SRF, and

WHEREAS, an Agreement with the Florida Department of Environmental Protection (FDEP) was executed on February 3, 2016 for $40 million, the maximum allowed in a specific fiscal year (FY16), and

WHEREAS, the City was recently awarded the remaining loan amount of $9,884,249 from FDEP’s FY17 budget plus capitalized interest of $306,200 for a total loan amount of $50,190,449, and

WHEREAS, Amendment 1 to the Loan Agreement (WW520630) includes several revisions to the Original Agreement, including:

- Changing to the threshold triggering a State Single Audit by the City from $500,000 to $750,000
- Setting the financing rate for the remaining funds of $9,884,249 at 0.0% per annum
- Revising the definition of “Project” to include Owner Direct Purchases for the Biosolids to Energy Project
- Including a new section requiring compliance with Florida Public Records law under Chapter 119 F.S.
• Including a new section certifying that the City and its contractors are not scrutinized companies as defined in Chapter 287.135 F.S.

NOW, THEREFORE, BE IT RESOLVED by the City Council of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Amendment 1 to the City's State Revolving Fund Loan Agreement executed on February 3, 2016 (WW520630), increasing the loan amount by $9,884,249 plus capitalized interest in the amount of $306,200 for a total loan amount of $50,190,449, plus a loan service fee of 2%.

BE IT FURTHER RESOLVED that the repayment of the loan shall be made from revenues obtained from user fees for water, wastewater and reclaimed water and the interest earnings on those revenues and these pledged revenues shall be subordinated to all existing and future debt issued pledging those revenues. Notwithstanding anything to the contrary in this resolution, those funds in the Rate Stabilization Fund derived from the sale of assets to Tampa Bay Water shall not be part of the pledge of revenues for the repayment of the loans from the SRF.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to sign and certify all documents necessary to execute Amendment 1 to the State Revolving Fund Loan Agreement subject to the approval of the City Attorney and Director of Finance, consistent with the terms of this resolution and to assure compliance with the SRF requirements and the Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

This Resolution shall take effect immediately upon adoption.

Approved as to form and content:

[Signature]

City Attorney (Designee)

00302147
STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW520630
CITY OF ST. PETERSBURG

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ST. PETERSBURG, FLORIDA, (the “Local Government”) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW520630, authorizing a Loan amount of $40,000,000, excluding Capitalized Interest; and

WHEREAS, the Local Government is entitled to additional financing of $9,884,249, excluding Capitalized Interest; and

WHEREAS, revised provisions for audit and monitoring are needed; and

WHEREAS, a Financing Rate must be established for the additional financing amount awarded in this amendment; and

WHEREAS, a Loan Service Fee must be estimated for the additional financing; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect an adjustment in the Loan amount; and

WHEREAS, the definition of Project needs revision to include another contract.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 1.01(15) of the Agreement is deleted and replaced as follows:

"Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the treatment project in accordance with the plans and specifications accepted by the Department for the following contracts:

(a) "SWWRF Biosolids to Energy Project" this contract includes installation of equipment, which will be furnished by the contract listed under (b), below; and

(b) Owner Direct Purchases for SWWRF Biosolids to Energy Project. This contract is for purchasing equipment, which will be installed by the contract listed under (a), above.
The Project is in agreement with the planning documentation accepted by the Department effective July 24, 2014. A Florida Categorical Exclusion Notification was published on May 21, 2010 and no adverse comments were received.

2. Section 2.03 of the Agreement is deleted and replaced as follows:

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

Funds provided under this Agreement have been identified as second-tier monies under the Federal Clean Water Act which are identified as state funds whose use is federally protected.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

<p>| State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |
|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|</p>
<table>
<thead>
<tr>
<th>State Program Number</th>
<th>Funding Source</th>
<th>CSFA Number</th>
<th>CSFA Title or Fund Source Description</th>
<th>Funding Amount</th>
<th>State Appropriation Category</th>
</tr>
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<tbody>
<tr>
<td>Original Agreement</td>
<td>Wastewater Treatment and Stormwater Management TF</td>
<td>37.077</td>
<td>Wastewater Treatment Facility Construction</td>
<td>$49,884,249</td>
<td>140131</td>
</tr>
</tbody>
</table>

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
(c) If the Local Government expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the $750,000 threshold has not been met. In the event that the Local Government expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the Local Government’s resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at https://appsfldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature’s Website at http://www.leg.state.fl.us/Welcame/index.cfm, State of Florida’s website at http://www.myflorida.com/, Department of Financial Services’ Website at http://www.fldfs.com/ and the Auditor General’s Website at http://www.myflorida.com/audgen.

(e) The Local Government should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(f) Report Submission.

(g) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following address:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General’s Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at the following address:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

Electronically:
FDEPSingleAudit@dep.state.fl.us

(h) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(i) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(3) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the final amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the final amendment, unless extended in writing by the Department.

(4) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections,
reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

3. Section 8.02 of the Agreement is deleted and replaced as follows:

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency’s Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the final amendment.

4. Section 8.12 is added to the Agreement as follows:

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399

5. Section 8.13 is added to the Agreement as follows:

8.13. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING.
The Local Government certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Local Government agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

6. Additional financing in the amount of $9,884,249, excluding Capitalized Interest, is hereby awarded to the Local Government.

7. A Financing Rate of 0.00 percent per annum is established for the additional financing amount awarded in this amendment.

8. The estimated principal amount of the Loan is hereby revised to $50,190,449, which consists of $49,884,249 authorized for disbursement to the Local Government and $306,200 of Capitalized Interest. This total consists of the following:

   (a) Original Agreement of $40,306,200, including $40,000,000 authorized for disbursement to the Local Government and $306,200 of Capitalized Interest, at a Financing Rate of 0.45 percent per annum (the interest rate is 0.225 percent per annum and the Grant Allocation Assessment rate is 0.225 percent per annum); and

   (b) Amendment 1 of $9,884,249 authorized for disbursement to the Local Government and $0 of Capitalized Interest, at a Financing Rate of 0.00 percent per annum.

9. An additional Loan Service Fee in the amount of $197,685, for a total of $997,685, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of $49,884,249.

10. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of $1,327,796. Such payments shall be paid to, and must be received by, the Department beginning on January 15, 2020 and semiannually thereafter on July 15 and January 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

   The Semiannual Loan Payment amount is based on the total amount owed of $51,188,134, which consists of the Loan principal plus the estimated Loan Service Fee.

11. The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of construction bidding or Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this
Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Government's Project audit or a Department audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

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<tr>
<th>CATEGORY</th>
<th>COST ($)</th>
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<tr>
<td>Construction and Demolition (disbursable amount)</td>
<td>49,884,249</td>
</tr>
<tr>
<td>Capitalized Interest</td>
<td>306,200</td>
</tr>
<tr>
<td>TOTAL (Loan Principal Amount)</td>
<td>50,190,449</td>
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12. All other terms and provisions of the Loan Agreement shall remain in effect.
This Amendment 1 to Loan Agreement WW520630 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF ST. PETERSBURG

______________________________
Mayor or Designee

Attest: ________________________

Approved as to form and legal sufficiency:

______________________________
City Clerk

______________________________
City Attorney

SEAL

______________________________
Finance Director

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

______________________________
Secretary or Designee

______________________________
Date
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF ST. PETERSBURG, FLORIDA

CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
WW520630

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard. MS 3505
Tallahassee. Florida 32399-3000
# Clean Water State Revolving Fund Construction Loan Agreement

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CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ST. PETERSBURG, FLORIDA, (Local Government) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.1835, Florida Statutes, the Department is authorized to make loans to local government agencies to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the Department; and

WHEREAS, funding is provided from the State Revolving Fund program repayments and interest, which are Federally protected but which are subject to state audit requirements; and

WHEREAS, the Local Government has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan.

NOW, THEREFORE, in consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $30 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.
(6) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semianual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(7) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(8) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(9) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(10) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semianual Loan Payments.

(11) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(12) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(13) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Obligations and any senior obligations issued pursuant to Section 7.02 of this Agreement.

(15) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the treatment project in accordance with the plans and specifications accepted by the Department for the "City of St. Petersburg Biosolids Waste to Energy Project" contract.
The Project is in agreement with the planning documentation accepted by the Department effective July 24, 2014. A Florida Categorical Exclusion Notification was published on May 21, 2010 and no adverse comments were received.

(16) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(17) "Senior Revenue Obligations" shall mean the following debt obligations:

(a) City of St. Petersburg, Florida, Public Utility Refunding Revenue Bonds, Series 2006, issued in the amount of $52,550,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2005-559; and

(b) City of St. Petersburg, Florida, Public Utility Revenue Bonds, Series 2009A, issued in the amount of $53,015,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2009-287; and

(c) City of St. Petersburg, Florida, Public Utility Refunding Revenue Bonds, Series 2009B, issued in the amount of $23,375,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2009-287; and

(d) City of St. Petersburg, Florida, Taxable Public Utility Revenue Bonds, Series 2010A (Federally Taxable – Build America Bonds – Direct Subsidy), issued in the amount of $29,685,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2010-586; and

(e) City of St. Petersburg, Florida, Taxable Public Utility Revenue Bonds, Series 2010B (Federally Taxable – Recovery Zone Economic Development Bonds – Direct Subsidy), issued in the amount of $19,695,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2010-586; and

(f) City of St. Petersburg, Florida, Public Utility Revenue Bonds, Series 2013A, issued in the amount of $41,925,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2013-400; and

(g) City of St. Petersburg, Florida, Public Utility Refunding Revenue Bonds, Series 2013B, issued in the amount of $43,500,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2013-400; and

(h) City of St. Petersburg, Florida, Public Utility Revenue Bonds, Series 2013C, issued in the amount of $24,995,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2013-400; and

(i) City of St. Petersburg, Florida, Public Utility Revenue Bonds, Series 2014A, issued in the amount of $34,245,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2015-439; and
(j) City of St. Petersburg, Florida, Public Utility Refunding Revenue Bonds, Series 2014B, issued in the amount of $43,230,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2015-439; and

(k) City of St. Petersburg, Florida, Public Utility Revenue Bonds, Series 2015, issued in the amount of $30,190,000, pursuant to Resolution No. 99-227, as amended and supplemented, and as particularly supplemented by Resolution No. 2015-439; and

(l) Additional bonds issued on a parity with the bonds identified above pursuant to Section 18(O) of Resolution No. 99-227; and

(m) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(18) “Sewer System” shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(19) “Water System” shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government’s knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.
(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government’s actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action as is necessary for compliance.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government’s annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Local Government’s Authorized Representative or its chief financial officer shall submit, pursuant to the schedule established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy, on a pro rata basis, the rate coverage requirement; (b) the Loan Debt Service Account contains the
funds required; (c) insurance, including that issued through the National Flood Insurance Program authorized under 42 U.S.C. secs. 4001-4128 when applicable, in effect for the facilities generating the Pledged Revenues, adequately covers the customary risks to the extent that such insurance is available; and (d) any given year in which Loan funds are received, the Local Government shall submit certification that the revenue generation system is in conformance with 2.01(14) and Chapter 62-503.700(2)(h)3. Florida Administrative Code.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(14) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service, operation and maintenance, replacement of equipment, accessories, and appurtenances necessary to maintain the Water and Sewer System design capacity and performance during its design life, and to make the Water and Sewer System financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

Funds provided under this Agreement have been identified as second-tier monies under the Federal Clean Water Act which are identified as state funds whose use is federally protected.
(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: |
|---|---|---|---|---|
| State Program Number | Funding Source | CSFA Number | CSFA Title or Fund Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Wastewater Treatment and Stormwater Management TF | 37.077 | Wastewater Treatment Facility Construction | $40,000,000 | 140131 |

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the $500,000 threshold has not been met. In the event that the Local Government expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the Local Government’s resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement.

(e) The Local Government should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General’s Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department of Environmental Protection at either of the following address:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123
Electronically:
FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the
Department pursuant to this Agreement shall be submitted timely in accordance with Florida
Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit
organizations). Rules of the Auditor General, as applicable.

c) Local Governments, when submitting financial reporting packages to the Department
for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650
(nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date
that the reporting package was delivered to the Local Government in correspondence
accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with
the terms of this Agreement for a period of five years from the date of the final amendment, and
shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to
such records upon request. The Local Government shall ensure that working papers are made
available to the Department, or its designee, Chief Financial Officer, or Auditor General upon
request for a period of five years from the date of the final amendment, unless extended in
writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as
revised monitoring procedures may include, but not be limited to, on-site visits by Department
staff and/or other procedures. By entering into this Agreement, the Local Government agrees to
comply and cooperate with any monitoring procedures/processes deemed appropriate by the
Department of Environmental Protection. In the event the Department of Environmental
Protection determines that a limited scope audit of the Local Government is appropriate, the
Local Government agrees to comply with any additional instructions provided by the Department
to the Local Government regarding such audit. The Local Government further agrees to comply
and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the
Chief Financial Officer or Auditor General.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository
and begin making Monthly Loan Deposits no later than the date set forth for such action in
Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government
shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-
sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal
to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government’s chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department’s claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government’s obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.
4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Water or Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Local Government for allowance costs and reimbursement of the incurred construction costs and
related services. Disbursement of the allowance costs shall be made upon the Department’s receipt of a disbursement request form. Up to seventy percent of the estimated allowance shall be disbursed after the Loan Agreement is signed. The remainder of the allowance shall be disbursed after all procurement contracts are executed and shall be adjusted to reflect as-bid costs. The entire estimated allowance may be disbursed after the Loan Agreement is signed if the local government agrees to an allowance adjustment after all contracts have been bid. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project: that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents: stating that payment is in accordance with construction contract provisions: stating that construction, up to the point of the requisition, is in compliance with the contract documents: and identifying all additions or deletions to the Project which have altered the Project’s performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all Senior Revenue Obligations and parity debt obligations.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefore based on the Local Government’s uniform schedule of rates, fees, and charges.
5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Water or Sewer System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Local Government shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Water and Sewer Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water or Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water and Sewer Systems.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and 6.01(7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Local Government by the Department.
(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof, or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Failure of the Local Government to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon any event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the
amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, on equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Obligations defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent shall be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual
combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues. However, no such consent is required with respect to issuance of Senior Revenue Obligations as defined in Section 1.01.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the final amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. This Agreement may be amended after all construction contracts are executed to re-establish the
Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A final amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department’s final inspection of the Project records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Local Government has not drawn any of the Loan proceeds within eighteen months after the effective date of this Agreement. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Local Government.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The U.S. Environmental Protection Agency has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. COMPLIANCE VERIFICATION.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor’s submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
(3) The Local Government shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government’s subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel Requirement as described in H. R. 3547, “Consolidated Appropriations Act, 2014” unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. FISCAL SUSTAINABILITY PLAN (FSP).

The 2014 amendments to the Federal Water Pollution Control Act (FWPCA) require a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan (FSP) or certify that it has developed and implemented such a plan.

Under Section 603(d)(1)(E)(i) of that act, the Local Government shall (i) develop and implement a Fiscal Sustainability Plan that includes: an inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or (ii) certify that the recipient has developed and implemented a plan that meets the requirements under (i).

At a minimum, the FSP shall include: an inventory of critical assets that are part of the Project funded by this agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A FSP certification is a certification by the Local Government that the FSP has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing an FSP under Section 603(d)(1)(E)(i), the requirement to develop and implement an FSP is a condition of the Loan Agreement and is due before the final disbursement is approved.
ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Assurance that the Local Government and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the U.S. Department of Labor under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the Environmental Protection Agency (EPA) or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Water and Sewer Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Revenue Producing Facilities of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.
The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities from legally available funds. Nothing herein shall be construed to require the Local Government to assess any ad valorem tax, without appropriate referendum. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is $40,306,200, which consists of $40,000,000 to be disbursed to the Local Government and $306,200 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-503 of the Florida Administrative Code.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $800,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of $40,000,000. The Loan Service Fee is estimated at the time of execution of the loan-agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the final amendment.

Capitalized Interest is computed on the assessed Loan Service Fee at the Financing Rate, or rates and included in the final amendment. It accrues and is compounded annually from the final amendment date until six months before the first Semiannual Loan Payment is due.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is .45 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is .225 percent per annum and the Grant Allocation Assessment rate is .225 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before April 1, 2016 the
Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest. If any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the final amendment.

Each Semiannual Loan Payment shall be in the amount of $1,075,748 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on January 15, 2020 and semiannually thereafter on July 15 and January 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $41,106,200, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit. The Local Government agrees to the following estimates of Project costs:
PROJECT COSTS

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>COST($)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Demolition</td>
<td>49,884,249</td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL (Disbursable Amount)</td>
<td>49,884,249</td>
<td>40,000,000</td>
</tr>
<tr>
<td>Capitalized Interest</td>
<td>306,200</td>
<td>306.200</td>
</tr>
<tr>
<td>TOTAL (Loan Principal Amount)</td>
<td>*49,884,249</td>
<td>40,306.200</td>
</tr>
</tbody>
</table>

* This Project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-503 of the Florida Administrative Code. The authorized loan amount to date is $40,000,000, the remaining $9,884,249 is expected to be awarded in FY17.

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on November 10, 2015. Invoices submitted for work on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for July 15, 2019.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than July 15, 2019.

(4) The initial annual certification required under Subsection 2.01(10) of this Agreement shall be due October 15, 2019. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(5) The first Semiannual Loan Payment in the amount of $1,075,748 shall be due January 15, 2020.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW520630 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for

CITY OF ST. PETERSBURG

[Signature]
Mayor or Designee

[Signature]
City Clerk

[Signature]
City Attorney

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

[Signature] Secretary or Designee  2/3/16 Date
MEMORANDUM
Council Meeting of January 5, 2017

To: Members of City Council
From: Mayor Rick Kriseman
Subject: Confirmation of Appointment and Re-Appointments to the Community Planning & Preservation Commission

I respectfully request that Council confirm the following appointment and re-appointments as regular and alternate members to the Community Planning & Preservation Commission with term ending dates as shown:

<table>
<thead>
<tr>
<th>Regular Members</th>
<th>Term Ending</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will Michaels</td>
<td>1/31/20</td>
<td>Re-appointment of regular member, full term</td>
</tr>
<tr>
<td>Gwen Reese</td>
<td>1/31/20</td>
<td>Re-appointment of regular member, full term</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Alternate Member</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Wannemacher</td>
<td>1/31/20</td>
<td>Re-appointment of alternate member, full term</td>
</tr>
<tr>
<td>Tom Whiteman</td>
<td>1/31/20</td>
<td>Re-appointment of alternate member, full term</td>
</tr>
<tr>
<td>Sharon Winters</td>
<td>1/31/20</td>
<td>Appointment of alternate member, full term</td>
</tr>
</tbody>
</table>

Copies of their resumes have been provided to the Council office for your information.

RK/cs
Attachment
cc: Dave Goodwin, Planning & Economic Development Director
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Will Michaels and Gwen Reese as regular members to the Community Preservation Commission to serve three-year terms ending January 31, 2020.

BE IT FURTHER RESOLVED that Council confirms the reappointment of Lisa Wannemacher and Tom Whiteman as alternate members to the Community Preservation Commission to serve three-year terms ending January 31, 2020, and the appointment Sharon Winters as an alternate member to the Community Preservation Commission to serve a three-year term ending January 31, 2020.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

____________________________
City Attorney or (Designee)
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE HURRICANE HERMINE DISASTER DECLARATION (FEMA-4280-DR-FL) FEDERALLY FUNDED PUBLIC ASSISTANCE STATE AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, AND ALL OTHER DOCUMENTS CONCERNING DISASTER RELIEF FUNDING FOR FEDERAL AND STATE ASSISTANCE FOR HURRICANE HERMINE (“HERMINE DOCUMENTS”); AUTHORIZING THE MAYOR TO DELEGATE SIGNATURE AUTHORITY TO THE CITY ADMINISTRATOR FOR THE PURPOSE OF EXECUTING THE HERMINE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2016, the President issued a major disaster declaration designated FEMA-4280-DR-FL for the State of Florida as a result of Hurricane Hermine (“Declaration”); and

WHEREAS, the Declaration authorized Public Assistance in several Florida Counties including Pinellas; and

WHEREAS, as a result of the Declaration, the City of St. Petersburg is considered a subgrantee to receive federal and state funds under the Declaration; and

WHEREAS, in order for the City to be eligible to receive funds under the Declaration, the City must execute a Federally Funded Public Assistance Funding Agreement as well as other documents related to this storm event (“Hermine Documents”); and

WHEREAS, the Mayor has designated the City Administrator as the person authorized to execute the Hermine Documents concerning disaster relief funding under the Declaration.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor is authorized to execute the Hurricane Hermine Disaster Declaration (FEMA-4280-Dr-FL) Federally Funded Public Assistance State Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding for federal and state assistance for Hurricane Hermine (“Hermine Documents”); authorizing the Mayor to delegate signature authority to the City Administrator for the purpose of executing the Hermine Documents.

This resolution shall take effect immediately upon its adoption.

APPROVALS:

Legal: ____________________________  Administration: _____________________________________

Budget: __________________________

Legal: 00300210.doc V. 1
TO: The Honorable Amy Foster, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor to execute the Hurricane Hermine Disaster Declaration (FEMA-4280-DR-FL) Federally Funded Public Assistance State Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding for federal and state assistance for Hurricane Hermine (“Hermine Documents”); authorizing the Mayor to delegate signature authority to the City Administrator for the purpose of executing the Hermine Documents; and providing an effective date.

EXPLANATION: On September 28, 2016, the President issued a major disaster declaration designated FEMA-4280-DR-FL for the State of Florida as a result of Hurricane Hermine (“Declaration”). The Declaration authorized Public Assistance in several Florida Counties including Pinellas.

As a result of the Declaration, the City of St. Petersburg is considered a subgrantee to receive federal and state funds under the Declaration.

In order for the City to be eligible to receive funds under the Declaration, the City must execute a Federally Funded Public Assistance Funding Agreement as well as other documents related to this storm event (“Hermine Documents”).

The Mayor has designated the City Administrator as the person authorized to execute the Hermine Documents concerning disaster relief funding under the Declaration.

RECOMMENDATION: The Administration recommends that City Council adopt the attached A resolution authorizing the Mayor to execute the Hurricane Hermine Disaster Declaration (FEMA-4280-DR-FL) Federally Funded Public Assistance State Agreement with the State of Florida, Division of Emergency Management, and all other documents concerning disaster relief funding for federal and state assistance for Hurricane Hermine (“Hermine Documents”); authorizing the Mayor to delegate signature authority to the City Administrator for the purpose of executing the Hermine Documents; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: NA

APPROVALS:

__________________________________________  __________________________________
Administration             Budget

Legal: 00300317.doc V. 1
TO: The Honorable Chair, and Members of City Council

SUBJECT: Approval of a one-year agreement between the City of St. Petersburg, Florida ("City") and the St. Petersburg Arts Alliance, Inc. ("Arts Alliance") for the Arts Alliance to provide artistic consulting services to the City in an amount not to exceed $115,000.

EXPLANATION: Since its first agreement with the City in 2014, the Arts Alliance has evolved from a consulting organization charged with creating and building an endowment to one that serves the City's residents and unites both arts organizations and artists under one umbrella. The agreement provides working capital for the operation of the Arts Alliance as well as funding for the performance of services and production of events.

Two years ago the City first contracted with the Arts Alliance to produce a street art festival which today has bloomed into the SHINE Mural Festival. The Arts Alliance is also contracted to provide individual artist grants to artists for community activities. In addition, the Arts Alliance is working to help foster new arts organizations, produce new events, and provide educational programming for artists and arts organizations in conjunction with the Green House.

This year the City will continue to provide funding for the SHINE Mural Festival, individual artist grants, educational programming, a monthly art walk and other general services. New to the agreement this year, and similar in structure to the mural festival, is an underpass art project at 22nd Street South and 9th Avenue South. The Arts Alliance will work with the Deuces Live! Mainstreet organization’s design committee to produce a large scale mural in the underpass in conjunction with 2017 SHINE Mural Festival.

RECOMMENDATION: Administration recommends approval of the St. Petersburg Arts Alliance agreement.

COST/FUNDING/ASSESSMENT INFORMATION: $115,000 have been previously appropriated in the General Fund (0001), Mayor's Office of Cultural Affairs, Administration (020-1777)

ATTACHMENTS: Resolution and Agreement

APPROVALS: Administrative:  

Budget:  


RESOLUTION NO. 2017-__________

A RESOLUTION APPROVING A ONE-YEAR AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND THE ST. PETERSBURG ARTS ALLIANCE, INC. (“ARTS ALLIANCE”) FOR THE ARTS ALLIANCE TO PROVIDE ARTISTIC SERVICES TO THE CITY IN AN AMOUNT NOT TO EXCEED $115,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the arts are an important part of the economic development of the City of St. Petersburg (“City”); and

WHEREAS, using public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, artistic services are exempt from the requirements of the City’s Procurement Code pursuant to City Code Section 2-239(h); and

WHEREAS, the St. Petersburg Arts Alliance, Inc. (“Arts Alliance”) has been the City’s designated umbrella arts organization since 2014; and

WHEREAS, pursuant to this agreement, the Arts Alliance will continue to provide artistic services for the City, including consulting, event production, artist grants, and educational programming.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a one-year agreement between the City of St. Petersburg, Florida (“City”) and the St. Petersburg Arts Alliance, Inc. (“Arts Alliance”) for the Arts Alliance to provide artistic services to the City in an amount not to exceed $115,000 is hereby approved.

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

This resolution shall take effect immediately upon its adoption.

Approvals:

__________________________________  ____________________________________
Legal       Administration
AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into on the ___ day of ______________, ______ ("Execution Date"), by and between St. Petersburg Arts Alliance, Inc. ("Consultant"), and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

WITNESSETH:

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

1. Consultant’s Duties. Consultant shall perform the services and work and provide the deliverables set forth in Exhibit A which is attached to this Agreement and made a part hereof for the City in full and complete accordance with this Agreement. Where not clearly specified in the Exhibit A, the format and level of detail for deliverables shall be mutually agreed upon by the Parties. The City shall solely own all right, title and interest in and to the deliverables provided pursuant to this Agreement, including but not limited to patent, copyright, trademark and other intellectual property rights therein. Without limiting the generality of the foregoing, Consultant will provide artistic services that shall include but not be limited to: (i) managing the Arts Alliance; (ii) attracting new artists and arts organizations to St. Petersburg; (iii) assisting in building an endowment for the arts; (iv) awarding and administering individual artist grants; and (v) organizing and marketing a mural festival in St. Petersburg.

2. Term. The term of this Agreement shall commence on the Execution Date and terminate on September 30, 2017 ("Term"), unless this Agreement is earlier terminated as provided for herein.

3. Payment.

A. In consideration for Consultant performing the services and work and providing the deliverables, the City shall pay Consultant fifty thousand dollars ($50,000) within thirty (30) days after execution of this Agreement ("Payment"). The Payment may be increased only in strict accordance with this Agreement.

B. In addition to the Payment, the City shall provide Consultant sixty-five thousand dollars ($65,000) ("Grant Funds") which shall only be utilized by Consultant to (i) award grants to individual artists and (ii) organize and market a mural festival in St. Petersburg (include providing funding to individual artists to paint murals on buildings in St. Petersburg). Unless otherwise agreed upon by the Parties in writing, any Grant Funds (which shall only be utilized for the purposes set forth above) that are not disbursed upon expiration or earlier termination of this Agreement shall be return to the City within fifteen (15) days upon expiration or earlier termination of this Agreement.

4. Repayment of City Funds. If Consultant fails to perform the services and work and
provide the deliverables set forth in Exhibit A, the City will require Consultant to repay the City funds within thirty (30) days after notice to repay the City funds from the City.

5. **Indemnification.**

A. Consultant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorney's and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

1) The performance of this Agreement (including any amendments thereto) by Consultant, its employees, agents, representatives or subcontractors; or

2) The failure of Consultant, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or

3) Any negligent act or omission of the Consultant, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Consultant, its employees, agents, representatives or subcontractors, 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 Consultant, its employees, agents, representatives, or subcontractors.

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant, 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.

6. **Insurance.**

A. Consultant shall carry the following minimum types and amounts of insurance at its own expense:

i. Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i)
personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars ($100,000); and (iv) contractual liability under this Agreement.

ii. Workers’ Compensation insurance as required by Florida law and Employers’ Liability Insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

B. Consultant’s commercial general liability policy shall name the Indemnified Parties as additional insureds. All policies shall provide that the City shall be notified at least thirty (30) days prior to any cancellation, reduction or material change in coverage. Consultant shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City’s request, Consultant shall provide copies of current policies with all applicable endorsements. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best’s Insurance Guide.

C. Consultant hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

7. Notices. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg, Florida
P. O. Box 2842
St. Petersburg, FL 33731
Attn: Wayne Atherholt
Phone: 727-551-3250
Wayne.atherholt@stpete.org

CONSULTANT:

St. Petersburg Arts Alliance, Inc.
100 Second Avenue North
8. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

9. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

10. **Assignment.** Consultant shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City’s prior written consent, which consent may be withheld by the City in its sole and absolute discretion.

11. **Termination.** This Agreement may be terminated at any time by the City for any reason upon thirty (30) days written notice to Consultant. In the event of termination pursuant to this paragraph, Consultant to return to the City within thirty (30) days after the effective date of termination (i) any Grant Funds not disbursed prior to the effective of termination and (ii) a pro-rata portion of the Payment for services and work not preformed and deliverables not provided as of the effective date of termination.

12. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

13. **Contract Adjustments.**

   A. Either party may propose additions, deletions or modifications to the services, work and deliverables set forth in Exhibit A ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the work and services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the Parties ("Change Orders").
B. In the event the Consultant proposes a Contract Adjustment and the City does not approve such Contract Adjustment, the Consultant will continue to perform the original services and work and provide the original deliverables in accordance with the terms and conditions of this Agreement.

C. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Payment or Grant Funds except pursuant to a Change Order duly executed by both Parties.

14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

16. **Compliance with Laws.** Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida Public Records Laws (e.g. Chapter 119, Florida Statute).

17. **Third Party Beneficiary.** No persons other than the Consultant and City and their successors and assigns shall have any rights whatsoever under this Agreement.

18. **No Liens.** Consultant shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Consultant, or to anyone using City property through or under Consultant. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

19. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Consultant and its professional advisors. The City, Consultant and Consultant’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Consultant or against the City or the Consultant merely because of their efforts in preparing it.

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, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

22. Captions. Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

23. Records and Reports.

A. Consultant shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Consultant shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, Consultant shall retain all such books, records and information for a minimum of five (5) years after the end of the Term. 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.

B. Consultant shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information relating to all matters covered by this Agreement.

C. Consultant shall require all recipients of the Grant Funds to maintain books, records and information related to use of the Grant Funds. Consultant shall also (i) require all recipients of the Grant Funds to make available to the Consultant and City (at any reasonable time requested by the Consultant or City and as often as the Consultant or the City may deem necessary) for examination all of its books, records and information with respect to the Grant Funds and (ii) permit the Consultant or City (or their designated authorized representatives) to audit and inspect all such books, records and information relating to use of the Grant Funds.

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

25. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Consultant shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

26. **Permits and Licenses.** Consultant shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Consultant's performance of this Agreement. Upon request of the City, the Consultant shall provide the City with written evidence of such permits, licenses, certifications and approvals.

27. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

28. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Consultant's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Consultant shall promptly pay all subcontractors and suppliers.

29. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties; it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

30. **Warranty.** Consultant warrants that the services and work required by this Agreement shall be performed by Consultant with reasonable care in a diligent, professional and competent manner.

31. **Consultant's Personnel.** John E. Collins shall be responsible for administering this Agreement. Consultant shall not remove John E. Collins without the prior written approval from the City.

32. **Grant Agreements.** All grant agreements shall be entered into between Consultant (in its own name) and the grantee, unless otherwise directed by the City. Consultant shall be responsible for negotiating the terms and conditions of all grant agreements, provided
that such terms and conditions are consistent with this Agreement (including paragraph 23.C.), and further provided that Consultant shall ensure that all grant agreements require the grantee to (i) name the Indemnified Parties (as hereinafter defined) as additional insureds on all insurance required to be obtained by the grantee pursuant to the grant agreement, and (ii) defend and indemnify the Indemnified Parties against any and all Claims arising out of or in connection with grantee’s use of the Grant Funds.


A. Consultant 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 Consultant’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Consultant’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 Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, Consultant 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 Consultant shall be provided to the City in a format approved by the City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT’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 Consultant’s obligations including but not limited to Consultant’s obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.
IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

ST. PETERSBURG ARTS ALLIANCE, INC:

By: ____________________________
Print: ____________________________
Title: ____________________________

WITNESSES

By: ____________________________
Print: ____________________________

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Print: ____________________________
Title: ____________________________

Attest:

______________________________ (SEAL)
City Clerk

Approved as to Content and Form:

______________________________
City Attorney (Designee)
00293894
Exhibit A

St. Petersburg Arts Alliance will work to strengthen the arts in St. Petersburg. Overall goals:

- Serve as collective voice for arts community and greater good of St. Petersburg
- Raise operating and endowment funds to invest in artists and the cultural arts community
- Generate resources to invite additional development of arts community
- Contribute to arts driven economic development
- Provide educational and research programs
- Provide branding and marketing of events for our city of the arts

Work, Services and Deliverables

1. Produce the monthly St. Petersburg Second Saturday ArtWalk
2. Produce the Arts Business Professional Development Education program at Greenhouse for artists, creative businesses and non-profits
3. Produce materials for arts endowment funding. Contribute donated funds to the arts endowment fund and/or arts grant program
4. Help emerging St. Petersburg artists and start-up creative businesses, such as the St. Petersburg Dance Alliance, Public Arts Project, Sunshine City Opera
5. Collaborate with Arts Education Programs, including Arts Conservatory for Teens,
6. Produce Arts for Complete Education Pinellas program (including Principals’ Arts Recognition breakfast.)
7. Provide updated City of the Arts presentation to visitors, local and national media (English, Spanish and French)
8. Provide information regarding jobs & grant opportunities for artists and non-profits
9. Organize, market and support the Shine Mural Festival to be held in St. Petersburg.
10. Conduct individual artist and emerging creative business awards
11. Assist with a citywide inclusive Arts Buyer’s Guide
12. Produce and maintain a creative online directory for St. Petersburg creative
13. Produce and maintain an app that promotes all arts & cultural businesses.

In order to maintain the City’s family friendly atmosphere, Consultant shall not market any art and cultural forms that are religious, political or sexual in nature or that depicts or shows any Specified Anatomical Area as defined in Chapter 16 of the St. Petersburg City Code (collectively, “Guidelines”). Consultant shall be responsible for all screening to ensure compliance with the Guidelines. In the event the City determines in its sole and absolute discretion that any art and cultural forms does not comply with the Guidelines, the City may prohibit such art and cultural form from being marketed.

100 Second Avenue North, Suite 150, St. Petersburg, FL 33704
TO: The Honorable Chair and Members of City Council

SUBJECT: A RESOLUTION ACCEPTING A GRANT FROM THE FOUNDATION FOR A HEALTHY ST. PETERSBURG (FHSP) IN THE AMOUNT OF $10,000 TO PAY THE PARTICIPATION FEE FOR THE INTERNATIONAL WELL BUILDING INSTITUTE (IWBI) VANGUARD PROGRAM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION WITH FHSP; APPROVING AN APPROPRIATION IN THE AMOUNT OF $10,000 TO THE GENERAL FUND (0001) MAYOR’S OFFICE (020-1005), TO PARTICIPATE IN THE DEVELOPMENT OF A WELL COMMUNITY STANDARD; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND:
The City of St. Petersburg is one of just few cities selected to participate in the International WELL Building Institute’s (IWBI) development of a WELL Community Standard Pilot (WCSP). This process will involve the engagement of Vanguard Projects – key market stakeholders – to actively contribute to the content of the standard. The WCSP aims to address health and wellbeing at the community level through interventions that are both globally applicable and regionally relevant. The IWBI aims to follow the below principals in the development of the WCSP:

1. Evidence-based: There is good, validated research whose conclusions we can reasonably expect to receive general acceptance by the scientific community.

2. Technically robust: There is a coherent body of research offering consistency in findings across the field supporting the WELL program.

3. Universally relevant: The interventions proposed are not achievable by only one use case, and instead are feasible and relevant across many applications.

4. Equitable: The standard provides the greatest benefit to the greatest number of people, in a way inclusive of all demographic and economic groups and with special consideration to groups of the least advantage.

5. Transparently developed: The IWBI crafts standards through a published process, with multiple opportunities for stakeholder engagement, and by tapping the expertise of established leaders in the scientific and engineering fields.

6. Resilient: The standard is responsive to advances in scientific knowledge and technology, continually able to adapt to and integrate innovation.

IWBI is interested in the city’s Tropicana Field Conceptual Plan as the project lens for participating in the Vanguard Project. The Foundation for a Healthy St. Petersburg grant dollars will be used to participate in the program which will include review of standards and criteria. If the city decides to move forward with a pilot certification, the fee can also be applied to a full certification fee.
RESOLUTION NO. 2017-________

A RESOLUTION ACCEPTING A GRANT FROM THE FOUNDATION FOR A HEALTHY ST. PETERSBURG (FHSP) IN THE AMOUNT OF $10,000 TO PAY THE PARTICIPATION FEE FOR THE INTERNATIONAL WELL BUILDING INSTITUTE (IWBI) VANGUARD PROGRAM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION WITH FHSP; APPROVING AN APPROPRIATION IN THE AMOUNT OF $10,000 TO THE GENERAL FUND (0001) MAYOR’S OFFICE (020-1005), TO PARTICIPATE IN THE DEVELOPMENT OF A WELL COMMUNITY STANDARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (City) sustainability goals include achieving the City’s Healthy Communities Initiative through city and neighborhood planning for a balance of compact centers, affordable housing, walkability, food access and nutrition programs, associated education and outreach, and encouraging partnerships and collaboration; and

WHEREAS, Healthy St. Pete is a citywide community engagement and empowerment initiative that will help our community eat, play, shop and live healthier; and

WHEREAS, this year, the Mayor’s Office applied for and was awarded a grant from the Foundation for a Healthy St. Petersburg (FHSP) in the amount of $10,000 to provide funding to support the City’s efforts to participate in the Vanguard Project Program which will enable to the city to be a participant in an innovative effort to set community-level standards for sustainable development.

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 grant from the FHSP in the amount of $10,000 to support the City’s efforts to develop community projects that help in achieving a healthier community.

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (001), Mayor’s Office (020-1005), resulting from these additional revenues, the following supplemental appropriation for fiscal year 2017:

MAYOR’S OFFICE (020-1005) $10,000

This resolution shall become effective immediately upon its adoption.

Approvals:

ADMINISTRATION: _____________________  LEGAL: _____________________

BUDGET: _____________________

00302161.docx
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept a grant from Walmart Stores, Inc., in the amount of $1,500 for purchase of age appropriate items to distribute to children/teens to foster a positive image of law enforcement, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $1,500.00 from the increase in the unappropriated balance of the Police Grant Trust Funds (1702), resulting from these additional revenues, to the Police Department, Community Awareness Division (140-1381), Walmart Community Grant Project (TBD); and providing an effective date.

EXPLANATION: Walmart Stores, Inc. (“Walmart”) has awarded a grant (“Grant”) in the amount of $1,500.00 to the St. Petersburg Police Department to fund the purchase of safety coloring books, sticker badges, police department pens and pencils, and other age appropriate items to distribute to children/teens to foster a positive image of law enforcement to the proposed audience. The Police Department will purchase and distribute the items to children/teens during Park, Walk and Talk, Police Department special events, and routine patrol shifts.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept a grant from Walmart Stores, Inc., in the amount of $1,500 for purchase of age appropriate items to distribute to children/teens to foster a positive image of law enforcement, and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $1,500.00 from the increase in the unappropriated balance of the Police Grant Trust Funds (1702), resulting from these additional revenues, to the Police Department, Community Awareness Division (140-1381), Walmart Community Grant Project (TBD); and providing an effective date.

COST/FUNDING INFORMATION: The Grant will provide funds through May 31, 2017. A supplemental appropriation in the amount of $1,500.00 from the increase in the unappropriated balance of the Police Grant Trust Funds (1702) resulting from the Grant, to the Police Department Community Awareness Division (140-1381), Walmart Community Grant Project (TBD) is required.

Attachments: Resolution

Approvals:
Administration: Budget:

Legal: 00301740.doc V. 2
Resolution No. 2016-______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT FROM WALMART STORES, INC., IN THE AMOUNT OF $1,500 FOR PURCHASE OF AGE APPROPRIATE ITEMS TO DISTRIBUTE TO CHILDREN/TEENS TO FOSTER A POSITIVE IMAGE OF LAW ENFORCEMENT, AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,500 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE POLICE GRANT TRUST FUNDS (1702), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE POLICE DEPARTMENT, COMMUNITY AWARENESS DIVISION (140-1381), WALMART COMMUNITY GRANT PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Walmart Stores, Inc. (“Walmart”) has awarded the Police Department a grant in the amount of $1,500.00 (“Grant”) from Walmart’s Community Grant Program, a component of Walmart’s giving initiative; and

WHEREAS, the Grant will be used to purchase age appropriate items to distribute to children/teens to foster a positive image of law enforcement with children/teens throughout the City of St. Petersburg; and

WHEREAS, 100% of the Grant funds will be allocated to the Police Department for the purchase and distribution of age appropriate items for children/teens; and

WHEREAS, a supplemental appropriation in the amount of $1,500.00 from the increase in the unappropriated balance of the Police Grant Trust Funds (1702) resulting from the Grant to the Police Department, Community Awareness Division (140-1381), Walmart Community Grant Project (TBD); is required.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant from Walmart Stores, Inc., in the amount of $1,500 for purchase of age appropriate items to distribute to children/teens to foster a positive image of law enforcement, and to execute all documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Police Grant Trust Funds (1702), resulting from these additional revenues the following supplemental appropriation for FY 2017;

| Police Grant Trust Funds (1702) |  |
|---------------------------------|  |
| Police Department, Community Awareness Division (140-1381), Walmart Community Grant Program (TBD) | $1,500.00 |
This resolution shall take effect immediately upon its adoption.

Approvals:

Legal:_________________________________ Administration:________________________________

Budget:______________________________

Legal: 00301737.doc V. 2