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

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

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

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

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

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

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

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

GENERAL AGENDA INFORMATION

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

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

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

*If you wish to address City Council on subjects other than public hearing or quasi-judicial items listed on this agenda, please sign up with the Clerk prior to the meeting. Only the individual wishing to speak may sign the Open Forum sheet and only City residents, owners of property in the City, owners of businesses in the City or their employees may speak. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government.*

Speakers will be called to address Council according to the order in which they sign the Open Forum sheet. In order to provide an opportunity for all citizens to address Council, each individual will be given three (3) minutes. The nature of the speakers’ comments will determine the manner in which the response will be provided. The response will be provided by City staff and may be in the form of a letter or a follow-up phone call depending on the request.

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

Setting May 4, 2017 as the public hearing date for the following proposed Ordinance(s):

1. **An Ordinance dissolving the Entrada Community Development District and repealing Ordinance 797-G for purposes of the dissolution.**

2. **An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances ("Grant Assurances") which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration ("FAA") Grant ("Grant") in an amount not to exceed $350,000 for the Taxiway C Rehab Project (#15120) which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City’s right, title, or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed $350,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration:**

E. Reports

1. **Recognition of a donation of $27,966 from United Way Suncoast in support of the Campbell Park Financial Empowerment Center and approving a supplemental appropriation in the amount of $27,966 from an increase in the unappropriated balance of**
the General Fund to the Community Services Department resulting from this donation to support a financial empowerment center.

2. **San Martin Bridge Project**

3. **Tampa International Airport Update**

4. **Approving an amendment to the A/E Agreement with of CH2M HILL Engineers, Inc. (CH2M) dated June 17, 2016 ("Agreement") to provide additional engineering services related to the Wet Weather Overflow Mitigation Program – Phase II Project in the amount not to exceed $1,491,486 for a total agreement amount not to exceed $4,380,800; authorizing the Mayor or his designee to execute an amendment to the Architect/Engineering Agreement and all other documents necessary to effectuate the Agreement. (Engineering Project No. 16080-111, Oracle No. 15411).**

5. **Sewer Report**

6. **Pier Follow-Up Report**

   (a) A resolution by the City Council of the City of St. Petersburg approving the fifth amendment to the restated April 21, 2005, Intown Redevelopment Plan Interlocal Agreement.

7. **Resolutions authorizing the Mayor, or his designee, to execute the following agreements for The Housing Authority of the City of St. Petersburg/Dr. Carter G. Woodson African American Museum, Inc.**

   (a) A First Amendment to the Sale and Purchase Agreement ("Amendment") with The Housing Authority of the City of St. Petersburg, a public body corporate and politic organized and existing under Chapter 421, Florida Statutes, for the purchase of 2240 - 9th Avenue South, St. Petersburg, the current location of the Dr. Carter G. Woodson African American Museum, which will reduce the amount of land being conveyed to the City and consequently reduce the purchase price from $663,000 to $617,904, and extend the closing date of the Sale and Purchase Agreement to thirty (30) days after the effective date of the Amendment.

   (b) A resolution authorizing the Mayor, or his designee, to execute a Memorandum of Understanding ("MOU") with the Dr. Carter C. Woodson African American Museum Inc., a 501(c)3 entity, for the use of the City-owned property located at 2240 — 9th Avenue South, St. Petersburg, for a period of sixty (60) months for yearly rental payments of one dollar ($1.00), which is due and payable upon execution of the MOU and thereafter on the day of January each year; and to execute all documents necessary to effectuate same.

8. **Resolution regarding the potential Fourth Round of the Penny For Pinellas One-Cent Local Option Sales Surtax Program; requesting administration to provide the public with factual information regarding the program.**

F. **New Business**

1. **Respectfully requesting City Council increase the dollar value threshold for City Council review and approval from $50,000 to $100,000. (Councilmember Foster)**
2. **Refer to PSI a discussion on plan review and inspection services for the Planning and Economic Development Dept.** (Councilmember Foster)

3. **Respectfully requesting a referral to the Housing Services Committee to consider an amendment to the City Code to require both low flow toilets and R-30 attic insulation in rental housing.** (Councilmember Nurse)

4. **Respectfully requesting an update on Commerce Park.** (Councilmember Wheeler-Bowman)

5. **Respectfully requesting an update on the I-275 underpass project on Historic 22nd Street South.** (Councilmember Wheeler-Bowman)

6. Respectfully requesting Mayor Kriseman and Police Chief Holloway to provide a dedicated bike patrol for the Central Plaza area. (Councilmember Wheeler-Bowman) [DELETED]

7. **Requesting administration to research and report back to City Council on a potential land swap at Maximo Park in exchange for the land that was purchased for a city gas station.** (Councilmember Kornell)

G. **Council Committee and Intergovernmental Reports**

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

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

(a) Requesting that City Council refer to the Public Services and Infrastructure Committee a discussion on an ordinance amending Chapter 5, Article III and Article IV of the City Code related to works of art in public construction and the acceptance process for donations to the City for art; permitting moneys from the art in public places fund to be utilized for the acquisition of works of art, administration costs of the public arts commission, insurance costs or costs for repair or maintenance of any works of art in the city’s public art collection; and also requesting that the City Attorney’s Office prepare a draft ordinance for the Committee’s consideration.

3. Tampa Bay Regional Planning Council - (Oral) (Councilmember Kornell)

4. **Budget, Finance & Taxation Committee (4/13/17)**

5. **Public Services & Infrastructure Committee (4/13/17)**

6. **Energy, Natural Resources & Sustainability Committee (4/13/17)**

7. **Co-Sponsored Events Committee (4/20/17)**

(a) A resolution in accordance with City Code Section 21-38(d) exempting St. Pete Earth Day (Williams Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at its venue, during its event as set forth herein.

8. Tampa Bay Water – (Oral) (Councilmember Nurse)
H. Legal

1. Announcement of an Attorney-Client Session, pursuant to Florida Statute 286.011(8), to be held on Thursday, May 4, 2017 at 10:30 a.m. or soon thereafter, in conjunction with the lawsuit styled Scott Crowell v. City of St. Petersburg, Florida, Case No: 15-014061SLR.

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

Public Hearings

NOTE: The following Public Hearing items have been submitted for consideration by the City 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. Confirming the preliminary assessment for Lot Clearing Number(s): LCA 1576.
2. Confirming the preliminary assessment for Building Securing Number(s) SEC 1222.
3. Confirming the preliminary assessment for Building Demolition Number(s) DMO 448.
4. Ordinance 1095-V approving the vacation of a portion of 7th Avenue South between 40th Street South and 42nd Street South and a portion of right-of-way at the intersection of 42nd Street South and an east/west alley between Fairfield Avenue South and 7th Avenue South. (City File 17-33000002)
5. Ordinance 266-H of the City of St. Petersburg approving and adopting a development agreement with Skyway Marina, LLC, relating to the development of property generally located between 34th Street South and I-275 from 30th Avenue South to 32nd Avenue South; authorizing the Mayor to execute the agreement; approving a supplemental appropriation in the amount of $300,000 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071) to the Traffic Signal Mast Arm FY 17 Project (15367).
6. Ordinance 267-H amending Section 20-79 of the City Code to revise the description of the prohibited zone; amending the diagram illustrating the zone; and making findings.
7. Ordinance 268-H amending City Code section 3-11 prohibited hours for establishments dealing in alcoholic beverages; and providing for alcoholic beverages for on and off premise consumption to be sold Sunday mornings.
8. Ordinance 270-H amending the definition of apprentice in Chapter 2, Article V, Division 7, Section 2-296(c) of the St. Petersburg City Code relating to requirements for contractors to employ apprentices on major construction projects.

Second Reading and Second Public Hearings

9. Ordinance 265-H amending the St. Petersburg City Code, Chapter 16, Land Development Regulations (LDRs) to reclassify Outdoor Storage, Accessory Industrial from a non-conforming to a permitted, accessory use when located within the EC (Employment Center) zoning classification. (City File LDR-2017-02)

J. Open Forum
K. Adjournment
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 the renewal of blanket purchase agreements with Bayside Building Services, Inc., Grosz Construction Company, Inc., Dave Ulm Builders, Inc., Creative Homes of Central Florida, Inc., and Avatar Construction, Inc. for building maintenance, repair services and securing of structures in the amount of $675,000 for a total contract amount of $2,760,000.

2. Accepting the bid from Shen-Line, LLC for the Cured In Place Stormwater Pipe Rehabilitation Project (Project), in the amount of $1,364,330 (Engineering Project No.17007-110, Oracle Project No.15630); and providing an effective date.

3. Approving the renewal of blanket purchase agreements with Escot Bus Lines, L.L.C., Limosouth, Inc., dba Carey Limousine of Tampa Bay, and The Looper Group, Inc. for special event transportation services, at an estimated annual cost of $185,000, for a total contract amount of $980,000.

4. Approving the renewal of a blanket purchase agreement with Tampa Armature Works, Inc., for motor repairs and rewinding services for the Water Resources Department, at an estimated annual cost of $90,000, for a total contract amount of $516,950.
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 the renewal of a blanket purchase agreement with Modular Space Corporation for modular building leasing and rentals, at an estimated annual cost of $85,000, for a total contract amount of $320,842.84.

2. Approving the renewal of a blanket purchase agreement with All-Kleen/Clean Sweep Floor Care, L.L.C. for custodial services for the Downtown Enterprise Facilities Department, at an estimated annual cost of $70,000, for a total contract amount of $254,000.

3. Approving the purchase of Extreme Core Switches from PC Solutions & Integration, Inc. for the Department of Technology Services and Police Department, at a total cost of $119,399.14.

4. Approving the purchase and support of Storage Area Network (SAN) equipment, from Corus Group, LLC, for the Police Department, at a total cost of $118,716.

5. Approving the purchase of three mowers from Wesco Turf, Inc. for the Golf Courses, at a total cost of $82,398.65.


8. Accepting a proposal from Bryant Miller Olive P.A. for bond counsel services for the City and approving a retainer agreement.

(City Development)

9. Resolutions authorizing the Mayor, or his designee, to execute the following agreements for The Housing Authority of the City of St. Petersburg/Dr. Carter G. Woodson African American Museum, Inc. [MOVED TO REPORTS AS E-7]

   (a) A First Amendment to the Sale and Purchase Agreement ("Amendment") with The Housing Authority of the City of St. Petersburg, a public body corporate and politic organized and existing under Chapter 421, Florida Statutes, for the purchase of 2240 -
9th Avenue South, St. Petersburg, the current location of the Dr. Carter G. Woodson African American Museum, which will reduce the amount of land being conveyed to the City and consequently reduce the purchase price from $663,000 to $617,904, and extend the closing date of the Sale and Purchase Agreement to thirty (30) days after the effective date of the Amendment.

(b) A Memorandum of Understanding with the Dr. Carter G. Woodson African American Museum Inc., a 501(c)3 entity, for the use of the City-owned property located at 2240 – 9th Avenue South, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $3.00 for the entire term.

(Leisure Services)

10. **Approving a contract between the City of St. Petersburg (“City”) and the Early Learning Coalition of Pinellas County, Inc. (“ELC”) that provides for child care services for qualified families for one year commencing July 1, 2017, and ending June 30, 2018; authorizing the Mayor or his designee to execute the contract or in the alternative to electronically submit the contract; finding that if the contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the contract is approved by the City Attorney’s Office prior to submission.**

(Appointments)

11. **Confirmation of Appointments to the Arts Advisory Committee**

12. **Confirmation of Appointments to the International Relations Committee**

13. **Confirmation of Reappointments to the Public Arts Commission**

(Miscellaneous)

14. **Approving the First Amendment to the 2012 South Pasadena Fire Control District Fire Protection Services Agreement; authorizing the Mayor or his designee to execute the First Amendment to the 2012 South Pasadena Fire Control District Fire Protection Services Agreement.**

15. **Approving the appointment of poll workers for the May 2, 2017 City of St. Petersburg Special Election Referendum.**

16. **Approving the Master Emergency Communication Interlocal Agreement with Pinellas County, Florida, for enhanced radio system access; authorizing the Mayor or his designee to execute the Master Emergency Communication Interlocal Agreement.**

17. **Approving the Memorandum of Understanding between the City of St. Petersburg, Florida, and the St. Petersburg Area Chamber of Commerce, Inc. (“Chamber”) for the Chamber to provide services related the St. Petersburg Greenhouse in an amount not to exceed $96,000; authorizing the Mayor or his designee to execute the Memorandum of Understanding.**

18. Resolution regarding the potential Fourth Round of the Penny For Pinellas One-Cent Local Option Sales Surtax. [MOVED TO REPORTS AS E-8]
Note: An abbreviated listing of upcoming City Council meetings.

- **Budget, Finance & Taxation Committee**  
  Thursday, April 13, 2017, 8:00 a.m., Room 100

- **Public Services & Infrastructure Committee**  
  Thursday, April 13, 2017, 9:15 a.m., Room 100

- **Energy, Natural Resources & Sustainability Committee**  
  Thursday, April 13, 2017, 10:30 a.m., Room 100

- **CRA / Agenda Review**  
  Thursday, April 13, 2017, 1:30 p.m., Room 100

- **Committee of the Whole - Council Needs Assessment**  
  Thursday, April 20, 2017, 8:00 a.m., Room 100

- **Closed Executive Session**  
  Thursday, April 20, 2017, 1:00 p.m., Room 200

- **Co-Sponsored Events Committee**  
  Thursday, April 20, 2017, 2:00 p.m., Room 100

- **City Council Meeting**  
  Thursday, April 13, 2017, 3:00 p.m., Council Chamber

- **Budget, Finance & Taxation Committee**  
  Thursday, April 27, 2017, 8:00 a.m., Room 100

- **Public Services & Infrastructure Committee**  
  Thursday, April 27, 2017, 9:15 a.m., Room 100

- **Housing Services Committee**  
  Thursday, April 27, 2017, 10:30 a.m., Room 100

- **CRA / Agenda Review**

11
Committee of the Whole - Capital Improvement Plan

Thursday, April 27, 2017, 1:30 p.m., Room 100

Thursday, April 27, 2017, 2:30 p.m., Room 100
Civil Service Board
1 Alternate Member
(Term expires 6/30/17)

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

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

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

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

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

5. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If 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.
St. Petersburg City Council

Meeting of April 20, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance dissolving the Entrada Community Development District and repealing Ordinance 797-G for purposes of the dissolution

RECOMMENDATION: The Administration recommends that City Council conduct the first reading of the attached ordinance and set the public hearing and second reading for May 4, 2017.

BACKGROUND

Ordinance 797-G was adopted by City Council in 2006, as required by State Statute, to allow the formation of the Entrada Community Development District (ECDD). A community development district is a statutorily enabled entity that is generally formed by private developers for the purposes of funding infrastructure improvement for a large scale development. The local government generally has no role or responsibility in these entities. However, the establishment of such districts requires an ordinance action by the local government.

The ECDD was to perform the mission and duties of such a district for the now defunct Entrada development. Entrada was approved for development and some infrastructure work was completed. However, the ECDD has never been active and has not exercised any of the powers provided to it under Ordinance 797-G and Chapter 190, F.S. The project went into foreclosure and was ultimately sold by a bank to Great Bay Distributors. Great Bay owns the entire property and has developed their new distribution facility on the site.

Chapter 190 F.S. provides that if the Entrada Community Development fails to meet certain requirements that it must be dissolved following a statutory process. That process was conducted by the Florida Department of Economic Opportunity (DEO) and is complete. DEO has notified the City that the process is complete and that the City must now dissolve the ECDD.

The attached ordinance, repealing Ordinance 797-G, accomplishes the required dissolution.

The Administration recommends APPROVAL.

Attachments

Ordinance
DEO notification letter
Ordinance 797-G
AN ORDINANCE RELATING TO THE
ENTRADACOMMUNITY DEVELOPMENT
DISTRICT; DISSOLVING THE ENTRADA
COMMUNITY DEVELOPMENT DISTRICT
REPEALING ORDINANCE NUMBER 797-G;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after receiving a petition from the owners of certain lands, City Council approved
Ordinance 797-G which established the Entrada Community Development District pursuant to Chapter 190,
F.S.; and

WHEREAS, the Entrada Community Development District has never been active and has not
exercised any of the powers provided it under Ordinance 797-G and Chapter 190, F.S.; and

WHEREAS, Chapter 189, F.S. provides that if the Entrada Community Development District fails
to meet certain requirements that it must be dissolved following a statutory process, the Florida Department
of Economic Opportunity is required to follow the process and notify the City of its' conclusion, and which
includes notice to the registered agent for the Entrada Community Development District; and

Whereas, the Florida Department of Economic Opportunity has notified the City that this process
is complete and that the City is required by Chapter 189, F.S. to dissolve the Entrada Community
Development District by repealing Ordinance 797-G.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Entrada Community Development District is hereby dissolved as required by
Chapter 189, F.S.

SECTION 2. Ordinance 797-G is hereby repealed for the purpose of such dissolution and
the Entrada Community Development District is no longer authorized to exercise any of the powers
authorized by Ordinance 797-G or Chapter 190, F.S.

SECTION 3. In the event that this ordinance is not vetoed by the Mayor in accordance
with the City Charter, it shall become effective after the fifth business day after adoption unless
the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor
will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing
such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in
accordance with the City Charter, it shall not become effective unless and until the City Council
overrides the veto in accordance with the City Charter, in which case it shall become effective
immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (designee)
January 19, 2017

The Honorable Rick Kriseman
Mayor, City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

Re: Notice of Declaration of Inactive Status of the Entrada Community Development District

Dear Mayor Kriseman:

The Florida Department of Economic Opportunity ("Department") administers Chapter 189, Florida Statutes (the Uniform Special District Accountability Act). This Act charges the Department’s Special District Accountability Program with a number of responsibilities as they relate to special districts, including declaring special districts inactive for dissolution under certain circumstances.

The purpose of this letter is to notify the St. Petersburg City Council that the Entrada Community Development District ("District"), an independent special district established by City of St. Petersburg Ordinance 797-G, pursuant to Chapter 190, Florida Statutes, has become inactive within the meaning of section 189.062(1)(a)5., Florida Statutes, and must be dissolved by the City Council.

On December 8, 2015, Mr. Brian Lamb, the registered agent for the District, notified us that his office has not served the District at any capacity for several years, including registered agent. Therefore, the Department removed the registered agent and registered office information from the District’s profile on the Official List of Special Districts. To date, the District has not filed a registered agent nor registered office with the Department as required by section 189.014(2), Florida Statutes. The Department has attempted to find contact information for the District through internet searches but has been unsuccessful. When a special district has not had a registered office and agent on file with the Department for one or more years, Section 189.062, Florida Statutes, requires the Department to declare the special district inactive. This requires the publication of a notice of proposed declaration of inactive status in a newspaper of general circulation in the county in which the special district is located requiring any party objecting to the inactive status to file an objection pursuant to Chapter 120, Florida Statutes, within twenty-one (21) days after the date of publication of the notice.

On December 18, 2016, the Department published the enclosed notice in the Tampa Bay Times, Pinellas County. On January 12, 2017, the Department determined that no objections were filed and changed the District’s status from active to inactive.
Section 189.062(4), Florida Statutes, requires the entity that created a special district declared inactive to dissolve that special district by repealing its enabling laws. Accordingly, please repeal City Ordinance 797-G, which established the District, and provide documentation of that action to the Department.

Thank you in advance for your assistance with this matter. If you have any questions, please contact Jack Gaskins Jr., at 850-717-8430.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning

Enclosure

cc: Mr. Mark A. Winn, City of St. Petersburg, Chief Assistant City Attorney (via email)
STATE OF FLORIDA       ]  
COUNTY OF Pinellas County

Before the undersigned authority personally appeared Virginia Marshall who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper published in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Entrada CDD was published in Tampa Bay Times: 12/21/16. in said newspaper in the issues of Baylink All Pinellas

Affiant further says the said Tampa Bay Times is a newspaper published in Pinellas County, Florida and that the said newspaper has herebefore been continuously published in said Pinellas County, Florida, each day and has been entered as a second class mail matter at the post office in said Pinellas County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


Signature of Affiant

Sworn to and subscribed before me this 12/21/2016.

Signature of Notary Public

Personally known / or produced identification

Type of Identification produced

KATHLEEN J. KLAIBE
MY COMMISSION # FP 863327
EXPIRES: June 20, 2020
Bonded thru Notary Public Underwriters
ORNANDANCE NO. 797-G

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, ESTABLISHING THE ENTRADA COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES FOR THE PURPOSE OF MANAGING AND DELIVERING BASIC COMMUNITY INFRASTRUCTURE IMPROVEMENTS FOR THE BENEFIT OF A PARCEL OF LAND GENERALLY LOCATED BETWEEN 28TH STREET NORTH AND INTERSTATE HIGHWAY 275, SOUTH OF 102ND AVENUE NORTH (COMPRISING APPROXIMATELY 82.1019 ACRES) THE PROPERTY BEING MORE PARTICULARLY DESCRIBED IN SECTION 2 HEREOF; SAID DISTRICT SHALL BE LOCATED ENTIRELY WITHIN THE BOUNDARIES OF THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tarpon Ridge, Inc. ("Petitioner") has submitted a petition to the City Council of the City of St. Petersburg, Florida ("City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to adopt an ordinance to establish a community development district ("CDD"), and designating the land area for which the CDD would manage and finance the delivery of basic infrastructure services; and

WHEREAS, pursuant to Chapter 190 Florida Statutes the City Council conducted a public hearing to consider oral and written comments on the petition; and

WHEREAS, the proposed CDD complies with the requirements of law, is in the best interest and promotes the health, safety and welfare of the residents of the City of St. Petersburg.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Recitals. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. Establishment of District. The City Council hereby grants the petition and the Entrada Community Development District is hereby authorized and established, the administration of which shall be subject to the provisions of Chapter 190 Florida Statutes, as amended from time to time.
Section 3. Boundaries. The boundaries of the Entrada Community Development District are more particularly described below in the attached Exhibit “A” which is hereby incorporated by reference.

Section 4. Initial Board Members. The five (5) initial members of the Board of Supervisors are (alphabetically):

Kimberly Ciricello  
Grady Pridgen, Inc.  
9741 International Ct. N  
St. Petersburg, FL 33716  
Phone: (727) 525-1474  
Fax: (727) 525-5334  
Grady C. Pridgen, III

Robert J. Eggimann  
9741 International Ct. N  
St. Petersburg, FL 33716  
Phone: (727) 525-1474  
Fax: (727) 525-5334

David M. Kramer  
Grady Pridgen, Inc.  
9741 International Ct. N  
St. Petersburg, FL 33716  
Phone: (727) 525-1474  
Fax: (727) 525-5334

Steve Kurcan  
Grady Pridgen, Inc.  
9741 International Ct N  
St. Petersburg, FL 33716  
Phone: (727) 525-1474  
Fax: (727) 525-5334

Grady C. Pridgen, III  
Grady Pridgen, Inc.  
9741 International Ct. N  
St. Petersburg, FL 33716  
Phone: (727) 525-1474  
Fax: (727) 525-5334
Section 5. Declaration of Compliance with Statutory Requirements. The City hereby finds that:

(a) All statements contained within the petition have been found to be true and correct; and

(b) The establishment of the Entrada CDD is consistent with the applicable elements and portions of the state comprehensive plan and the City of St. Petersburg Comprehensive Plan; and

(c) The area of land for the Entrada CDD is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

(d) The Entrada CDD is the best alternative available for delivering community development services and facilities to the area that will be served by the Entrada CDD; and

(e) The community development services and facilities of the Entrada CDD will be compatible with the capacity and uses of existing local and regional community development services and facilities; and

(f) The area that will be served by the Entrada CDD is amenable to separate special-district government.

Section 6. Grant of Special Powers. The Entrada CDD is hereby granted authority to exercise those certain Special Powers enumerated in Chapter 190.012 (2) (a-f) Florida Statutes.

Section 7. Conditions. The Entrada CDD shall be subject to the following conditions:

(a) The Petitioner and all future property owners and persons within the Entrada CDD shall be subject to all City ordinances including, but not limited to, all permitting and review requirements and processes;

(b) All construction shall be subject to City inspections and requirements; The construction of all utility infrastructure relating to ponds, landscaping, hardscaping and walls, sanitary sewer, stormwater management (including ponds and retention and transmission facilities), roads and paving, sidewalks and water supply and distribution shall be built to City standards;

(c) All utility infrastructure relating to the sanitary sewer collection system, stormwater management (including ponds and retention and transmission
facilities), roads and sidewalks, and the potable water supply and
distribution system shall be located in easements or owned in fee by the
Entrada CDD, and such easements or fee shall be consistent in size with
public easements required for similar public infrastructure;

(d) Off-site impacts which at the time of permitting are required by law to be
mitigated by the Owner, shall be mitigated to the satisfaction of the entity
requiring the mitigation, including the City, prior to building permits being
issued;

(e) The City may, but is not obligated to, accept the dedication of any utility
infrastructure;

(f) The City may make such amendments as are necessary to the Gateway
Areawide DRI Development Order to allow construction within the
Entrada CDD.

Section 8. Severability. If any section, subsection, sentence, clause,
provision, or part of this ordinance shall be invalid for any reason, the remainder of
this ordinance shall not be affected thereby, but shall remain in full force and effect.

Section 9. Recording; Notice of Establishment. The Petitioner, at
Petitioners sole cost and expense, shall promptly file a Notice of Establishment in
compliance with Chapter 190.0485 in the Office of the Clerk of the Circuit Court of
Pinellas County, Florida in substantially the form attached hereto as Exhibit “B”.

Section 10. Effective Date of Ordinance. In the event this ordinance is not
vetoed by the Mayor in accordance with the City Charter, it shall become effective
upon 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.
First reading conducted on the 2nd day of November, 2006.

Adopted by St. Petersburg City Council on second and final reading on the 16th day of November, 2006.

Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 
City Clerk

Title Published: Times 1-t 11/6/2006

Not vetoed. Effective date Thursday, November 23, 2006 at 5:00 p.m.
LEGAL DESCRIPTION

SEC. 23 TWP, 30 S., RNG. 16 E.

A portion of Lot 4, Block 1, LA ENTRADA, as recorded in Plat Book 132, Pages 83 through 90, Public Records of Pinellas County, Florida, more particularly described as follows:

From the Northwest corner of said Lot 4, Block 1 as the POINT OF BEGINNING; thence along the Northerly line of said Lot 4, Block 1 the following eight (8) courses: N.89'38'32"E., 130.14 feet; thence S.76'49'51"E., 51.30 feet; thence N.89'38'32"E., 832.52 feet, to a point of curvature; thence 91.60 feet along the arc of a curve to the right, concave to the South, having a radius of 518.00 feet, central angle 10'07'54", chord bearing 5.85'17'31"E., chord length 91.48 feet, to a point of reverse curvature; thence 84.17 feet along the arc of a curve to the left, concave to the North, having a radius of 476.00 feet, central angle 10'07'54", chord bearing S.85'17'31"E., chord length, 84.06 feet to a point of tangency; thence 70.52 feet to a point of curvature; thence 195.00 feet along the arc of a curve to the right, concave to the Southwest, having a radius of 326.00 feet, central angle 34'16'22", chord bearing 5.73'13'17"E., chord length 192.11 feet, to a point of reverse curvature; thence 348.22 feet along the arc of a curve to the left, concave to the North, having a radius of 275.71 feet, central angle 72'21'50", chord bearing N.87'44'00"E., chord length 325.53 feet, to a point of intersection with a radial line, said point being the Northwest corner of Lot 3, Block 1 of said LA ENTRADA; thence along the Westerly line of said Lot 3, Block 1 the following seven (7) courses: S.38'26'5"E., 58.00 feet radially to a point of intersection with a curve; thence 22.60 feet along the arc of a curve to the right, concave to the Northwest, having a radius of 333.71 feet, central angle 3'52'48", chord bearing S.53'29'29"W., chord length 22.59 feet, to a point of reverse curvature; thence 34.20 feet along the arc of a curve to the left, concave to the Southeast, having a radius of 25.00 feet, central angle 78'22'42", chord bearing S.16'14'32"W., chord length 31.59 feet, to a point of reverse curvature; thence 83.78 feet along the arc of a curve to the right, concave to the West, having a radius of 88.00 feet, central angle 54'32'45", chord bearing S.04'19'33"W., chord length 80.65 feet, to a point of reverse curvature; thence 27.56 feet along the arc of a curve to the left, concave to the East, having a radius of 25.00 feet, central angle 63'10'16", chord bearing S.00'00'47"W., chord length 26.19 feet, to a point of tangency; thence 5.31'34'21 "E., 105.15 feet to a point of curvature; thence 52.54 feet along the arc of a curve to the left, concave to the Northeast, having a radius of 474.00 feet, central angle 6'21'03", chord bearing 5.34'44'52"E., chord length 52.51 feet, to a point of intersection with a non-tangent line; thence departing the Westerly line of said Lot 3, Block 1, SOUTH, 986.20 feet, to a point of intersection with the North line of a Florida Power Corporation right-of-way as recorded in Official Records Book 1388, Pages 48 through 53, Public Records of Pinellas County, Florida; thence N.89'56'20"W. along said North line, 602.70 feet, to the Northwest corner of said Florida Power Corporation right-of-way, said point being on the West line of the East 1/2 of the Northeast 1/4 of Section 23, Township 30 South, Range 16 East; thence S.00'01'26"W. along said West line, 225.00 feet, to the Southwest corner of a Florida Power Corporation right-of-way as recorded in Official Records Book 3087, Pages 424.
Exhibit "A" Continued

through 426, Public Records of Pinellas County, Florida; thence 5.89'56'20"E. along the South
line of said Florida Power Corporation easement, 610.52 feet; thence departing said South line,
S.00'04'10"W., 440.87 feet to a point on the South line of said Lot 4, Block 1; thence
N.89'47'58'1N. along said South line, 1864.90 feet, to the Southwest corner of said Lot 4, Block
1; thence N.00'04'10"E. along the West line of said Lot 4, Block 1, 2036.32 feet, to the POINT
OF BEGINNING.

Containing 3,576,361 square feet, or 82.1019 acres, more or less.

St. Petersburg, Pinellas County, Florida
NOTICE OF ESTABLISHMENT
Entrada Community Development District

NOTICE IS HEREBY GIVEN that on November 16, 2006, the City of St. Petersburg passed and adopted Ordinance 797-G, creating and establishing the Entrada Community Development District, the administration of which shall be subject to the provisions of Chapter 190 Florida Statutes, as amended from time to time, the boundaries of which are more particularly described below:

See Attached Exhibit “A”

THE ENTRADA COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.
MEMORANDUM
CITY OF ST. PETERSBURG

City Council Meeting of April 20, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

FROM: Clay Smith, Director, Downtown Enterprise Facilities Department

SUBJECT: An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances ("Grant Assurances") which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration ("FAA") Grant ("Grant") in an amount not to exceed $350,000 for the Taxiway C Rehab Project (#15120) which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title, or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed $350,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration;

EXPLANATION: Ordinance 617-G was passed by City Council on September 18, 2003 and approved by the voters in a referendum held on November 4, 2003. Ordinance 617-G authorized City Council, by ordinance ("Ordinance"), after a public hearing, to permit the recording of encumbrances on Albert Whitted Airport as follows:

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

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

The Airport's Airfield Pavement Management Program ("PMP") specifies the need to rehabilitate the eastern half of Taxiway "C" which is currently in poor condition and continues to deteriorate. Exhibit "A" provides an aerial of the project area. The PMP
primarily recommended pavement reconstruction due to the age and condition of the pavement.

Due to Federal Aviation Administration ("FAA") grant criteria, about half of the project area was deemed as not being eligible for federal funding. Accordingly federal funding will only provide a portion of the project funds needed. Fortunately, the Florida Department of Transportation ("FDOT") has agreed to participate in the project by providing funding for both the federally eligible and non-federally eligible portions of the project. In March 2017 the City accepted two (2) grants from the FDOT for both portions of the project.

The request associated with this ordinance is for approval of the FAA's grant which will provide up to a ninety percent (90%) match toward the federally eligible portions of the project. The remaining match for this portion of the project will be provided by the FDOT (8%) and the City (2%) and was previously appropriated to this project and available within the airport capital fund (4033).

The design phase of the project is close to completion and should be ready to bid by early summer. It is estimated that construction would commence in the latter half of this year.

Acceptance of any grants requires the City to meet certain grant assurances, including a 20-year commitment to keep the Albert Whitted Airport property as an operating airport.

Each ordinance may only address one encumbrance and requires the affirmative vote of six Council Members for adoption.

This is the first reading of the ordinance.

RECOMMENDATION: The Administration recommends approval of the attached Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances ("Grant Assurances") which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration ("FAA") Grant ("Grant") in an amount not to exceed $350,000 for the Taxiway C Rehab Project (#15120) which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title, or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed $350,000; authorizing the Mayor or his designee to execute
all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration;

**COST/FUNDING/ASSESSMENT INFORMATION:** The City receives a Federal grant of up to $350,000 which will provide a ninety percent (90%) match toward the federally eligible portions of the Taxiway C Rehab Project (#15120). The remaining ten percent (10%) of this portion of the project will be provided through a FDOT Grant (8%) and a City match (2%). The FDOT grant was accepted by Council on March 2, 2017 (Ordinance 260-H) and the City match is already available within the project (Award # 81253).

Approvals:

Legal: [Signature]

Administration: [Signature]

Budget: [Signature]

Legal: 00315885.doc V. 1
EXHIBIT "A":
TAXIWAY C PROJECT AREA
Ordinance No. __________

An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances ("Grant Assurances") which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration ("FAA") Grant ("Grant") in an amount not to exceed $350,000 for the Taxiway C Rehab Project (#15120) which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title, or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed $350,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration;

THE CITY OF ST. PETERSBURG DOES ORDAIN:

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

Section Two. The Federal Aviation Administration has indicated funding will be available to provide a ninety percent (90%) federal match of the costs for the construction phase of the federally eligible portions of the Taxiway C Rehab project (#15120).

Section Three. The restrictions contained in FAA Grant Assurances Airport Sponsors ("Grant Assurances") which are set forth in the grant documents to be executed by the City, as a requirement for receipt of the FAA grant in an amount not to exceed $350,000, for the project described in Section Two of this ordinance, which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes for a period not to exceed 20 years from the date of acceptance of the grant are authorized.
Section Four. The Mayor or his designee is authorized to apply for and accept a grant from the FAA in an amount not to exceed $350,000.

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

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

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

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

Approvals:

Legal: 
Administration:

Budget:

Legal: 00315887.doc V. 1
St. Petersburg City Council
Report Item
Meeting of April 20, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Recognition of a donation of $27,966 from United Way Suncoast in support of the Campbell Park Financial Empowerment Center and approving a supplemental appropriation in the amount of $27,966 from an increase in the unappropriated balance of the General Fund to the Community Services Department resulting from this donation to support a financial empowerment center.

BACKGROUND: The City of St. Petersburg is one of eight cohort cities working with the National League of Cities’ (NLC) Institute for Youth, Education and Families (YEF) as part of a two year technical assistance grant for its Financial Inclusion Systems and City Leadership (FISCL) initiative. Urban Affairs and Community Services Departments’ staff have been working toward the development of a financial inclusion system that would incorporate the various programs offered by the City and partner organizations that provide opportunities for families to achieve long term financial stability through building of financial skills and gaining relevant knowledge to make better informed life decisions.

One of the key pieces of a financial inclusion system is the availability of a centralized point of access. The City of St. Petersburg has an opportunity to partner with United Way Suncoast to open a financial empowerment center in the Campbell Park Neighborhood to serve as access location within the community.

United Way Suncoast has been working within the Campbell Park Neighborhood on a walking school bus initiative at Campbell Park Elementary School for several years. As a result of their efforts working with the youth and families in the area, United Way Suncoast expressed the interest to expand their outreach services within the community to include a financial empowerment center. Duke Energy Foundation provided dollars to support United Way’s efforts within the Campbell Park Neighborhood. A portion of those dollars will be for the lease of a temporary building for the financial empowerment center for a two year period. The United Way Suncoast donation will be to cover the lease expense for the modular building to be used as the financial empowerment center.

RECOMMENDATION: Administration recommends that City Council approve the attached resolution recognizing the donation of $27,966 from United Way Suncoast towards the lease of a modular building for a financial empowerment center in Campbell Park for up to two years; approving a supplemental appropriation in the amount of $27,966 from the unappropriated balance of the General Fund (0001) to the Community Services Department, (083-1081) resulting from this donation to support a financial empowerment center.

COST/FUNDING/ASSESSMENT INFORMATION: The United Way Suncoast will provide a $27,966 donation for a two year lease of a modular building at Campbell Park to establish a financial empowerment center. A supplemental appropriation in the amount of $27,966 from the increase in the unappropriated balance of the General Fund (0001), resulting from the donation from the United Way, to the Community Services Department (0831081) is required.

Administration: [Signature]  Budget: [Signature]  3.27.17
RESOLUTION NO. 2017 –

A RESOLUTION RECOGNIZING THE DONATION OF $27,966 FROM UNITED WAY SUNCOAST TOWARDS THE LEASE OF A MODULAR BUILDING FOR A FINANCIAL EMPOWERMENT CENTER IN CAMPBELL PARK FOR UP TO TWO YEARS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $27,966 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE COMMUNITY SERVICES DEPARTMENT, (083-1081) RESULTING FROM THIS DONATION TO SUPPORT A FINANCIAL EMPOWERMENT CENTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") is part of the National League of Cities Financial Inclusion cohort, which consist of eight cities throughout the country who received technical assistance grants to develop financial inclusion systems within their communities; and

WHEREAS, financial inclusion is a lifelong continuum from financial literacy (what you know) to financial capability (what you do) to financial health (what you achieve); and

WHEREAS, United Way Suncoast ("United Way") has been working within the Campbell Park Neighborhood to help individuals and families out of poverty through their efforts with the Walking School Bus and programming at the Cross and Anvil Center; and

WHEREAS, the City and United Way will collaborate to establish a financial empowerment "One Stop" center; and

WHEREAS, the financial empowerment center will expand on the services offered by United Way at the Cross and Anvil Center; and

WHEREAS, the financial empowerment center will offer: workforce development, volunteer income tax assistance (VITA), financial coaching and access to public and employer benefits; and

WHEREAS, the financial empowerment center will serve as a centralized point of access for the City’s financial inclusion system.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the donation of $27,966 toward the lease of a modular building for a financial empowerment center in Campbell Park for up to two years is hereby recognized.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Fund (0001), the following supplemental appropriation for FY 2017 resulting from this donation from United Way Suncoast to support a financial empowerment center:
General Fund (0001)
Community Services Department, (083-1081) $27,966

This Resolution shall take effect immediately upon its adoption.

Approvals:
Legal: __________________________ Administration: __________________________

Budget and Management: __________________________

315806 FINAL 4-20-16
March 16, 2017

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

Dear Mayor Kriseman:

United Way Suncoast is pleased to contribute $27,966 toward the 24 month lease of a portable to be placed in the Campbell Park neighborhood. This portable will be used to establish a Financial Empowerment “One Stop” Center in partnership with the City of St. Petersburg. This Financial Empowerment Center will be an extension of programs currently provided out of the Cross and Anvil Center and will offer integrated or “bundled services” designed to help lift individuals and families out of poverty. Once installed, services to be offered will include:

- **Workforce Development In Partnership with Pinellas County Urban League & Career Edge**

  We will provide job training, coaching, placement assistance, life skills workshops, and other employment services on site. We also will bring the CareerEdge initiative to Campbell Park. CareerEdge is designed to help low-skill/low-wage workers advance into higher-skill/higher-wage careers, while providing employers with the workers they need to accelerate growth.

- **Volunteer Income Tax Assistance (VITA)**

  The Center will serve as a VITA/EITC site. United Way invests in a free income tax return preparation service that prepares more than 20,000 tax returns for working residents. Not only does this service save individuals millions in filing fees, the certified volunteers are trained to maximize the Earned Income Tax Credits (EITC) that many do not realize they are entitled to receive. The tax refunds are real dollars that families use to pay bills (#1 cited answer to question: “what will you do with the refund?”) and get ahead. Many will use the refund for down payments on cars that allow them to have stable transportation to work.

- **Accessing Public & Employer Benefits**

  Trained staff will help those in need register for public benefits they are eligible for (SNAP, TANF, medical assistance, etc.) via the Automated Community Connection to Economic Self Sufficiency (ACCESS) system. Members of the community will also be able to schedule appointments with our in-house Healthcare Navigator.
• Financial Coaching

In 2015, United Way received a grant from Points of Light Foundation that allowed the creation of the United Way Suncoast Financial Coaching program. This program involves recruiting and training community volunteers (including financial institutions that are providing staff) to serve as one-on-one financial coaches in an on-going relationship with consumers; a strategy that research shows to be a vital element in changing behaviors.

Other Services include:

• Case management to offer emergency financial assistance, information & referral, short term counseling and assist families in developing individual financial stability plans,
• Individual Development Accounts – A matched savings account program that allows participants to use their savings to purchase a home, start a business or enroll in school.
• Workshops and classes for GED, financial stability, parenting, and other topics, as determined by community need and request.
• Legal assistance and workshops provided by Bay Area Legal Services (BALS). Campbell Park residents will have access to an attorney who will be available 1-2 days per week to assist with non criminal cases.

Lastly, UWS has been in conversation with the City of St. Petersburg about expanding some of their workforce development programs to be held at the Center, including small business development classes, the Icehouse entrepreneurship program and youth employment. The City has recently been selected as part of the National League of Cities’ Financial Inclusion and City Leadership initiative.

We are excited about the opportunity to coordinate with the City on improving the financial stability of low-income families in the Campbell Park neighborhood.

Sincerely,

Emery Ivery
Tampa Bay Area President
March 7, 2017

TO: The Honorable Members of City Council

SUBJECT: San Martin Bridge Project

PRESENTER: Marlin Register, PE – Project Manager, HDR

SCHEDULE FOR COUNCIL ON: Agenda of April 20, 2017

Jim Kennedy
Council member, District 2
March 10, 2017

TO: The Honorable Members of City Council

SUBJECT: Tampa International Airport Update

PRESENTER: Joe Lopano, CEO
Tampa International Airport

SCHEDULE FOR COUNCIL ON:
Agenda of April 20, 2017

Darden Rice, Council Chair
District 4
TO: The Honorable Amy Foster, Chair and Members of City Council

SUBJECT: Approving an amendment to the A/E Agreement with of CH2M HILL Engineers, Inc. (CH2M) dated June 17, 2016 ("Agreement") to provide additional engineering services related to the Wet Weather Overflow Mitigation Program – Phase II Project in the amount not to exceed $1,491,486 for a total agreement amount not to exceed $4,380,800; authorizing the Mayor or his designee to execute an amendment to the Architect/Engineering Agreement and all other documents necessary to effectuate the Agreement. (Engineering Project No. 16080-111, Oracle No. 15411).

EXPLANATION: A Task Order between the City of St. Petersburg and CH2M was executed December 21, 2015, providing for the Wet Weather Overflow Mitigation Program Study – Phase I in the amount of $191,046. This study evaluated capacities and peaking factors of the wastewater collection system, Water Reclamation Facilities (WRF’s), and reclaimed water disposal facilities in order to identify the most cost-effective solution to mitigate potential wet weather overflows from a future storm event similar to July/August 2015. This study was completed and presented to the City Council’s Budget, Finance, and Taxation Committee on April 21, 2016. The study concluded that the additional effluent pumping capacity and on-site storage capacity at the Southwest Water Reclamation Facility can mitigate flows from an event similar to the July/August 2015 event, and the most cost-effective method for wet weather overflow mitigation is to make improvements to the water reclamation facilities and reclaimed water disposal facilities. The study also found that the wet weather response in the collection system should be evaluated further to identify the most cost-effective strategies to mitigate wastewater collection system infiltration and inflows (I/I).

On May 27, 2016 the consultant selection committee selected CH2M to provide engineering services for the Wet Weather Overflow Mitigation Program Phase II ("Project").

On June 17, 2016, City Council entered into an Architect/Engineering Agreement ("Agreement") with CH2M for an amount not to exceed $2,999,845, which proposed a long term action plan for a Phase II study to identify parts of the system in need of repairs and upgrades. Phase II tasks include citywide flow monitoring during dry and wet weather at 71 locations, rainfall and groundwater monitoring, Influent and Infiltration characterization, Maximo Moorings Pilot Study results review, wastewater hydraulic model improvements, and capacity analysis/stress test.

The original Agreement cost was $2,999,845, however, that amount is being reduced to $110,531 to cover portions of Tasks 2 and 4 as those tasks were not completed.

Specifically, Phase II tasks included deployment of approximately 71 temporary flow monitors and data collectors and eight (8) rain gauges for approximately six (6) months Rainfall and groundwater data was collected by installation of eight (8) rain gauges with data collectors, and
groundwater data was collected by installation of eight (8) rain gauges with data collectors, and twenty (20) groundwater monitoring wells with hourly recorders. The data collected during the first two (2) months of the monitoring period was analyzed and used to deploy an additional seventeen (17) flow monitors at locations with high flows for approximately four (4) months to further identify wastewater collection systems with higher Rainfall Dependent Infiltration and Inflows (RDII). CH2M provided all flow meters, rain gauges and underground well monitors, and processed the data using specialized software and performed all required maintenance, calibration and quality control processes.

The original Phase II Flow Monitoring Program was performed from July 2016 through December 2016. The 2016 wet season provided a short period of increased wet weather followed by an extended period of no wet weather occurrences.

This Amendment in the amount of $1,491,486 will provide additional flow monitoring for 2017 wet weather. Insufficient and inconsistent wet weather flow data were collected during the 2016 wet season flow monitoring period to calibrate the wastewater collection system model to industry standards, a second flow monitoring program is proposed to be conducted in an attempt to capture wet weather flow data for the 2017 wet season. For the 2017 flow monitoring program, flow monitors will be deployed to target areas in the collection system that exhibit high risk of I/I based on available data. It is estimated that 35 flow monitors will be necessary to achieve this goal.

Flow monitors for the 2017 flow monitoring program will be installed in May 2017. Flow monitoring will be performed for a minimum of 2 months. Beyond the minimum flow monitoring period, flow monitoring will continue until adequate wet weather data are collected or until the wet season ends at the end of September 2017. CH2M seeks to collect a minimum of 3 to 5 additional wet weather events of varying rainfall depth and intensity that result in a widespread wet weather response throughout the sewer system. Upon completion of the 2017 round of flow monitoring, the collection system model will be verified with the new data, and the stress test/capacity analysis will be updated.

Flow monitoring data from both dry and wet weather periods will be analyzed using USEPA Sanitary Sewer Overflow Analysis and Planning (SSSOAP) toolbox software to disaggregate the dry weather and wet weather flows. Flow data from the Maximo Moorings Pilot Study will also be analyzed and this data used to estimate the I/I removal potential of public and private components of the wastewater system.

The City’s Infoworks Wastewater Hydraulic Model will be updated for lift station data, flow factors, planned projects, population and land use and the model will be calibrated using the flow data collected in accordance with industry standards.

The updated and calibrated wastewater hydraulic model will be used to analyze existing conditions and future conditions reflecting population growth, flow changes from I/I, groundwater, and planned projects. CH2M will use this model to perform a capacity assessment (stress test) of the collection system for a primary selected rainfall event, which is the August 2016 event (Tropical Storm Hermine). A climate resiliency evaluation will be performed to evaluate the impact of climate change including sea level rise and projected rainfall increase. Sea level rise will be estimated based on the Tampa Bay Climate Science Advisory Board’s August 2015 ARTICLE.
“Recommended Projection of Sea Level Rise in the Tampa Bay Region” and USACE and SWFWMD data. The deliverables include an updated and calibrated Wastewater Collection Hydraulic Model, updated I/I reduction costs, a project report, and a City Council presentation.

**RECOMMENDATION:** Administration recommends approval of an amendment to the A/E Agreement with CH2M Hill Engineers, Inc. dated June 17, 2016 to provide additional professional engineering services related to the Wet Weather Overflow Mitigation Program – Phase II Project in the amount not to exceed $1,491,486 for a total agreement amount not to exceed $4,380,800; authorizing the Mayor or his designee to execute the amendment to the Architect/Engineering Agreement and all other documents necessary to effectuate the Agreement as amended. (Engineering Project No. 16080-111, Oracle No. 15411).

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) SAN Wet Weather Mit FY16 PHII Project (15411).

**ATTACHMENTS:** Resolution

**APPROVALS:** Administrative  
  
  Budget
TO: The Honorable Darden Rice, Chair, and City Councilmembers  
FROM: Brejesh Prayman, P.E., ENV SP, Director Engineering & Capital Improvements Department  
RE: Consultant Selection Information  
Firm: CH2M HILL Engineers, Inc.  
Amendment to A/E Agreement in the amount of $1,491,486 for a total Agreement amount of $4,380,800

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

On May 27, 2016 the consultant selection committee selected CH2M HILL Engineers, Inc. (CH2M) to provide engineering services for the Wet Weather Overflow Mitigation program Phase II. The selection was made based on their qualifications and extensive knowledge of the Phase I portion of this project.

This scope of work is an amendment to the A/E Agreement with CH2M originally approved by Council on May 27, 2016. The original Phase II Flow Monitoring Program was performed from July 2016 through December 2016. The 2016 wet season provided a short period of increased wet weather followed by an extended period of no wet weather occurrences. Therefore, a second flow monitoring program is proposed to be conducted by CH2M in an attempt to capture sufficient wet weather flow data for the 2017 wet season to calibrate the City's gravity collection system model.
RESOLUTION NO. 2017-____

A RESOLUTION APPROVING AN AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND CH2M HILL ENGINEERS, INC. ("A/E") DATED JUNE 17, 2016 ("AGREEMENT") FOR A/E TO PROVIDE ADDITIONAL PROFESSIONAL ENGINEERING SERVICES RELATED TO THE WET WEATHER OVERFLOW MITIGATION PROGRAM – PHASE II PROJECT IN AN AMOUNT NOT TO EXCEED $1,491,486, FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED $4,380,800; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and CH2M Hill ("A/E") entered into an Architect/Engineering Agreement ("Agreement") on July 13, 2015 for A/E to conduct a Wet Weather Overflow Mitigation Program Study – Phase I which evaluated capacities and peaking factors of the wastewater collection system, Water Reclamation Facilities (WRFs) and reclaimed water disposal facilities to identify the most cost-effective solution to mitigate potential wet weather overflows from a future storm event similar to July/August 2015 in an amount not to exceed $191,046; and

WHEREAS, the study concluded that the additional effluent pumping capacity and on-site storage capacity at the Southwest Water Reclamation Facility can mitigate similar flow from the July/August 2015 wet weather event and also found that the west weather response in the collection system should be evaluated further to identify the most cost effective strategies to mitigate wastewater collection infiltration and inflows (I/I); and

WHEREAS, on May 27, 2016, the consultant selection committee selected CH2M to provide engineering services for the Wet Weather Overflow Mitigation Program Phase II; and

WHEREAS, on June 16, 2016, City Council and CH2M Hill Engineers, Inc. ("A/E") entered into an Agreement for the Wet Weather Overflow Mitigation Program – Phase II Project for an amount not to exceed $2,999,845, which included a long term action plan for a study to identify parts of the wastewater collection system in need of repairs and upgrades; and

WHEREAS, the original amount for professional engineering services in the amount of $2,999,845 is being reduced by $110,531; and

WHEREAS, although initial data collection was performed, a lack of rainfall did not provide sufficient data, therefore, the City desires to amend the Contract for CH2M to perform additional flow monitoring related as it relates to the West Weather Overflow Mitigation Program – Phase II.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Amendment to the Architect/Engineering Agreement ("Agreement") between the City of St. Petersburg, Florida, and CH2M Hill Engineers, Inc. ("CH2M") dated June 17, 2016 for CH2M to provide additional professional engineering services related to the Wet Weather Overflow Mitigation Program – Phase II project in an amount not to exceed $1,491,486, for a total Agreement amount not to exceed $4,380,800 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designate is authorized to execute the Amendment and all other documents necessary to effectuate the Agreement as amended.

This resolution shall become effective immediately upon its adoption.

Approved by: 

Legal Department
By: (City Attorney or Designee)

Approved by:

[Signature]
Brijesh Prayman, P.E., ENV SP
Engineering and Capital Improvements Director
AMENDMENT TO ARCHITECT/ENGINEERING AGREEMENT DATED JUNE 17, 2016 BETWEEN CH2MHILL ENGINEERS, INC. AND THE CITY OF ST. PETERSBURG

THIS AMENDMENT ("Amendment") to the Architect/Engineering Agreement dated June 17, 2016 is made and entered into on this ___ day of ____________, 2017 by and between the City of St. Petersburg, Florida ("City") and CH2MHi11 Engineers, Inc. ("A/E").

WITNESSETH:

WHEREAS, the City and A/E entered into an Architect/Engineering Agreement on June 17, 2016 for the Wet Weather Overflow Mitigation Program – Phase II Project ("Agreement"), for A/E to perform professional engineering services ("Services") as set forth in Appendix A – Scope of Services to that Agreement and in accordance with the Agreement and any subsequent Amendments; and

WHEREAS, the Agreement provides that changes to the Scope of Services or Payment provided in the Agreement shall be accomplished by written amendment to the Agreement; and

WHEREAS, it is agreed that the provisions of the Agreement shall remain in full force and effect throughout the Project except as amended in writing by the City and the A/E; and

WHEREAS, the original authorized amount for professional engineering services in the amount of $2,999,845 is being reduced by $110,531; and

WHEREAS, the City and the A/E desire to amend the Agreement by revising the Scope of Services to include additional Services and to provide for additional compensation in the amount of $1,491,486 for such additional Services requested to be performed in accordance with this Amendment and with Appendix A and attached Exhibits to Appendix A, attached hereto and incorporated by reference herein, for a total revised Agreement amount not to exceed $4,380,800.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and A/E hereby agree as follows:

1. All capitalized terms in this Amendment shall have the same meaning specified in the Agreement unless otherwise set forth herein.

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

3. The Scope of Services is amended to include those additional services as set forth in Appendix A to this Amendment. Additional compensation in the amount of $1,491,486 as set forth in Exhibit 1 to Appendix A is hereby approved, for a total revised Agreement amount not to exceed $4,380,800.
IN WITNESS WHEREOF, the City and A/E have caused this Amendment to be executed by their duly authorized representatives on the date first above written.

A/E

By: ____________________________

Print: ____________________________

Title: ____________________________

WITNESSES:

By: ____________________________

Print: ____________________________

Title: ____________________________

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________

Print: ____________________________

Title: ____________________________

Approved as to Form and Content:

_______________________________
City Attorney (Designee)

ATTEST:

_______________________________
Chan Srinivasa, City Clerk

(SEAL)
PROGRAM BACKGROUND

Under the Wet Weather Overflow Mitigation Program Phase II contract, a Flow Monitoring Program was performed in 2016 to capture flow data for the purposes of updating the City’s wastewater collection system model. To calibrate and validate the model to industry standards, 3 to 5 wet weather events of varying rainfall depth and intensity with full coverage over the service area were sought. During the 2016 flow monitoring period, only one suitable wet weather event that resulted in widespread sewer system response was captured. To maintain the City’s critical schedule, the model will be updated with the available data but will not meet industry standards. This model will be used to perform an interim system stress test, and interim results from the stress test will be provided in July 2017. To update the City’s wastewater collection system model to industry standards, it is necessary to collect more data. This Amendment to Agreement addresses the addition of a 2017 flow monitoring program required to collect the necessary data to support finalization of the collection system model. In addition to flow data collection, this contract modification includes I/I characterization of 2017 flow data, model updates using 2017 flow data, and an update to the stress test/capacity analysis with the final model.

ADDITIONAL SCOPE OF SERVICES

The additional Scope of Services includes the following tasks:

Task 1 — Flow Monitoring Program

No additional scope of services will be completed under this task. See Task 10 for additional flow monitoring scope of services.

Task 2 - I/I Characterization

At the end of the 2017 flow monitoring period, flow data will be processed as described under Task 10. Processed flow data will then be provided to CH2M’s flow analysis team who will perform the I/I characterization using EPA’s SSOAP Toolbox. Results from the I/I characterization will be reported in an updated I/I Characterization section of the Phase II WWOMP Report and will be used to support further refinements to the updated collection system model.

I/I characterization analysis for 3 to 5 wet weather events will be performed at the completion of the flow monitoring period. Due to the lack of rain experienced during the 2016 flow data collection period, biweekly I/I characterization was not performed as frequently as anticipated. The estimated level of effort associated with the non-performed scope under the I/I characterization task is shown in Exhibit 2. This amount is defunded from the original scope of services budget and credited to this amendment.

Task 2 Deliverable: Draft/Final Updated I/I Characterization Report Section
Task 3 – Maximo Moorings Pilot Study Results Analysis
No additional scope of services will be completed under this task.

Task 4 - Wastewater Hydraulic Model Improvements

4.4 Model Update with 2017 Data
The flow data collected during the 2017 flow monitoring program and the subsequent I/I characterization will be used to further refine the model calibration performed under Task 4.1 and to validate the model. The model calibration will be updated for key areas of the collection system that exhibit high I/I to ensure that those critical portions of the model comply with WaPUG guidelines, which are an industry standard for collection system modeling. Achievement of industry guidelines assumes that adequate wet weather data are collected during the 2017 flow monitoring program. Due to the lack of rain during the 2016 flow monitoring period, model calibration as part of the original scope of services will not be performed for as many wet weather events as anticipated under the original scope of services. The estimated level of effort associated with the non-performed scope under the model improvements task is shown in Exhibit 2. This amount is defunded from the original scope of services budget and credited to this amendment.

The three separate model conditions (i.e., existing conditions, future conditions, baseline conditions) developed under Task 4.2 will be updated to reflect the final model calibration.

Task 4.4 Deliverable: Draft/Final Updated Hydraulic Model Improvements Report Section

Task 5 - Capacity Analysis/Stress Test
Using the final calibrated hydraulic model developed under Task 4.4, CH2M will update the capacity assessment, or stress test, for the existing condition and for the future baseline condition using the same selected design rainfall condition as was used for the original Task 5 scope of services. The future baseline condition will include the climate change-adjusted groundwater infiltration impact and will be run for the climate change-adjusted rainfall condition developed under the original Task 5 scope of services. Groundwater level data, provided by the City, for the 2017 flow monitoring period may be utilized, if necessary, to refine the climate-adjusted groundwater infiltration impact for the future baseline condition. The capacity assessment will identify problems in the collection system including overflow and surcharging manholes, high velocity pipes, and pumping capacity issues and bottlenecks.

Task 5 Deliverable: Updated Draft/Final Stress Test Results Report Section

Task 6 – Report Completion
Under this task, CH2M will update the report to reflect refinements to the additional 2017 project findings resulting from Tasks 10, 2, 4.4, and 5. The updated report will include a revised ranking of basins based on the results of the updated I/I characterization and the results of the updated stress test.

Task 6 Deliverable: Updated Draft/Final Report

Task 7 - Project Management
CH2M’s Project Management team will regularly assess the project schedule and budget, conduct internal team coordination meetings, coordinate with the City on needed information and project status, procure and coordinate with subcontractors, and develop project invoices.

Project Management activities will extend through the completion of the project.
Task 8 - Meetings
The following project meetings are assumed and are listed in Exhibit 1:

2017 Flow Monitoring Meeting – 2 hour meeting with the City’s Project Management team and Collection System Operations staff to agree upon sites for 2017 Flow Monitoring Program.

Flow Monitoring Completion, I/I Characterization Meeting – 2 hour meeting to review flow monitoring data analysis and I/I characterization

Council/Committee Presentation of I/I Characterization Results – 2 hour presentation summarizing the findings from this project.

Updated Hydraulic Model Improvements Meeting – 2 hour meeting to review CH2M’s final model updates and calibration

Updated Stress Test Review – 2 hour meeting to review updated results from CH2M’s stress test of the calibrated model. This meeting will also include review of the updated Executive Summary.

Council/Committee Presentation of Final Results – 2 hour presentation summarizing the updated findings from this project.

Task 9 – Owner’s Allowance
This Scope of Services identifies the preparation of specific deliverables. Additional services beyond those specified in Tasks 1 through 10 may be performed at the City’s discretion under this task. These additional services may include, but not be limited to, additional flow monitoring, additional groundwater monitoring, surveying, unforeseen data analysis, and additional model runs. Under the original scope of services, an effort not to exceed $153,518 was allocated for this task. To date, the City authorized the use of $129,292 for services outside of the original scope of services. As part of this Amendment to Agreement, an additional effort not exceed $622,800 on a time and materials basis will be added to this task. This effort may cover additional flow monitors, an extension of the flow monitoring period by an additional three months, or other services. With this addition, the total authorized Owner’s Allowance shall not exceed $776,318.

Prior to beginning work under this task, CH2M and the City will agree upon the scope of services and fee, and CH2M will receive prior, written authorization by the City.

Task 10 — Flow Monitoring Program
The original Phase II Flow Monitoring Program was performed from July 2016 through December 2016. Because insufficient wet weather flow data were collected during this 2016 flow monitoring period to calibrate the wastewater collection system model to industry standards, a second flow monitoring program will be conducted in an attempt to capture wet weather flow data for the 2017 wet season. For the 2017 flow monitoring program, flow monitors will be deployed to target areas in the collection system that exhibit high risk of I/I based on available data. It is estimated that 35 flow monitors will be necessary to achieve this goal.

Flow monitors for the second round of flow monitoring to capture the 2017 wet season will be installed in early May 2017. Flow monitoring will be performed for 2 months, as budgeted under this task. Beyond the minimum flow monitoring period, flow monitoring will continue, under the Owner’s Allowance, until adequate wet weather data are collected or until the wet season ends at the end of September 2017 or
middle of October 2017. CH2M seeks to collect a minimum of 3 to 5 additional wet weather events of varying rainfall depth and intensity that result in a widespread wet weather response throughout the sewer system. Upon completion of the second round of flow monitoring, the collection system model will be verified with the new data, and the stress test/capacity analysis will be updated.

The flow monitoring task will be implemented in the following manner to collect flow data throughout the 2017 rainy season. This task will be billed on a time and materials basis.

10.1 Flow Monitoring Services Planning

Following a detailed review of the flow data collected during the 2016 flow monitoring period, CH2M’s Hydraulic Modeling Team and Flow Monitoring Team will recommend flow meter locations for the 2017 flow monitoring period. Most locations are expected to be locations that were used during the 2016 flow monitoring period, so new site investigations will not be necessary prior to flow monitor installation for the vast majority of meters. CH2M’s Project Manager, Flow Monitoring Team, and Modeling Team will meet with the City in person or by phone to review and discuss the 2017 flow monitoring program elements, the recommended meter site selections, and the justification for the meter sites selected in a Monitoring Site Workshop. The base budget for Task 10.1 assumes that approximately 35 meters will be installed for a flow monitoring period from the middle of May through the middle of July (2 months). The Owner’s Allowance includes budget to extend the flow monitoring program from the middle of July through the middle of October if necessary to collect the necessary data. Should additional meters be necessary or the flow monitoring period be further extended, as determined by CH2M’s Modeling Team and the City, budget for these additional costs will be addressed under the Owner’s Allowance as well.

The Flow Monitoring Plan developed under Task 1.1 of the original scope of services will be updated to address the 2017 flow monitoring program. A draft of this updated plan will be submitted to the City for review and comment. To meet schedule, installation of flow monitors will commence following the Monitoring Site Workshop and will not rely on the review and approval of the updated Flow Monitoring Plan. The Final Flow Monitoring Plan report section will be developed and submitted to the City upon completion of the Flow Monitoring Program.

CH2M will update the fact sheet (1 page, front and back) for this project which focuses on a project scope summary and the need for flow monitoring. Field crews will have these fact sheets in their vehicles to distribute to the public as needed.

10.2 Flow Meter Installation

CH2M will install approximately 35 continuously recording electronic flow meters at the monitoring sites agreed upon in the Monitoring Site Workshop. Should additional flow meters be necessary, budget for these meters will be addressed under the Owner’s Allowance. All meters and necessary equipment to install flow meters will be provided by CH2M. The meters use record depth and velocity data, which enables direct conversion to flow quantification. CH2M will conduct a verification of meter operation and calibration during initial installation. CH2M will install modems on all flow meters to allow for remote downloading of the data daily to a website viewable by CH2M and the City. Flow Works, Inc. will host the unadjusted flow and velocity data on the website.

10.3 Rainfall Monitoring
Eight tipping-bucket rain gauges will be installed, serviced, and calibrated by CH2M. These rain gauges will be installed at the same sites used for the 2016 flow monitoring period. Data from the rain gauges will be interrogated and downloaded weekly into the data analysis database for evaluation and provided to Vieux and Associates, Inc. (Vieux). Vieux will evaluate the data from these rain gauges along with data from other regional rain gauges and provide Gauge Adjusted Radar Rainfall Data (GARR) for the flow data collection period.

10.4 Flow Monitoring

The temporary flow meters will operate continuously for 2 months. Beyond the minimum flow monitoring period, flow monitoring will continue, via City authorization under the Owner's Allowance, until adequate wet weather data are collected or until the wet season ends at the end of September 2017. CH2M seeks to collect a minimum of 3 to 5 additional wet weather events of varying rainfall depth and intensity that result in a widespread wet weather response throughout the sewer system. Data will be evaluated as wet weather events occur. CH2M will keep the City informed regarding progress towards collection of adequate wet weather data. Once adequate data have been collected, CH2M will make a recommendation to the City for ending the flow monitoring period. Upon agreement by the City to end the flow monitoring period, the flow monitors will be removed and data collection will cease.

All meters will be programmed to collect data every 15 minutes or less. For this task, CH2M has scheduled a base period of 2 months with installation beginning within 1 week after the Monitoring Site Workshop, or as otherwise directed by the City. The extension of the flow monitoring period by an additional 3 months has been budgeted under the Owner's Allowance.

CH2M will adhere to a once-per-week meter maintenance program for the approximately 35 temporary monitoring sites except for locations exhibiting excessive debris problems. Monitoring locations with excessive debris will be visited more frequently if no suitable alternate location can be identified. These inspections will involve a check to determine that the meter is functioning properly; a transfer of the computerized data; a check of the actual depth and velocity against the recorded readings; and assessment of the self-contained power source. During the course of the metering, calibration of the meter site will be performed over the range of observed flows. This will include a velocity profile of the flow stream.

10.5 Flow Data Processing

Flow meter data will be processed before being analyzed using CH2M's proprietary software, FMRDPro. The data will be reviewed to verify reasonableness with respect to magnitude, i.e., no excessive upward or downward trends are apparent. The data will also be reviewed to verify that it is internally consistent between sites. A mass-flow balance will be performed to ensure that data collected at flow meters at different points in the network are reasonable relative to each other. For example, dry weather flows should be additive as meters progress downstream through the system. Once the data has been processed, it is ready for use in I/I characterization and model calibration.

Task 10 Deliverables: Draft/Final Updated Report Flow Monitoring Program Section

ASSUMPTIONS

The assumptions made for the above scope of services includes, but may not be limited to, the following:
1. Weather conditions cannot be guaranteed. The proposed flow monitoring period was selected based on historical rainfall data indicating that weather conditions during this period are typically conducive to capturing wet weather data adequate for use in updating the InfoWorks ICM model to meet WaPUG standards (for the portions of the model representing the areas of the collection system exhibiting the highest levels of I/I).

2. The City will provide groundwater level data at the existing groundwater wells for the 2017 flow monitoring period. These data will not be field collected by CH2M.

3. No water quality analysis will be conducted on the collection system.

4. The City will provide all MOT plans, MOT-related field services, and permits, if any.

5. The City will provide any survey needs throughout the course of this project for rain gauges, groundwater monitoring wells, meters, and sewer system attributes.

6. The CITY will provide access to all flow meter, rain gauge, and monitoring well locations throughout the duration of the project.

**DELIBERABLES**

The deliverable for this project will be an additional version of the report that is included with the original scope of services with the following components incorporated:

- Executive Summary (Task 6)
- Flow Monitoring Program Plan (Task 10)
- I/I Characterization (Task 2)
- Model Calibration (Task 4)
- Stress Test Results (Task 5)

This second version of the report will address updates to the findings from analyses performed using data collected from both 2016 and 2017. These deliverable sections will be completed as their corresponding tasks are completed.

**SCHEDULE**

Exhibit 1 shows the estimated project schedule to complete the SCOPE OF SERVICES FOR PHASE II.

**ENGINEER's COMPENSATION**

For the above described SCOPE OF SERVICES FOR PHASE II, the City will compensate CH2M on a lump sum basis for Task 1 through Task 8 and on a time and materials basis for Tasks 9 and 10 as detailed in Exhibit 2. Any work completed under Task 9 will require agreement on scope of services between CH2M and the City and prior written approval by the City before beginning work.

Exhibit 2 shows a total cost of $1,491,486 to complete the additional scope of services described in this SCOPE OF SERVICES FOR PHASE II — AMENDMENT TO AGREEMENT. The total cost includes SUBCONTRACTOR services. SUBCONTRACTOR services will be billed on a unit cost basis not to exceed the anticipated amount specified in Exhibit 2. Total SUBCONTRACTOR cost including markups is $16,200.

As shown in Exhibit 2, due to lack of rain a portion of the compensation approved as part of the original scope of services under Tasks 2 and 4 in the total amount of $110,531 will be defunded from this contract.
The original contract cost is $2,999,845. With the addition of $1,491,486 to address the additional scope of services and the subtraction of $110,531 to account for the defunding of scope not performed under the original contract, the total project cost is now $4,380,800.

**SUBCONTRACTOR PROPOSALS**

Exhibit 3 shows the proposals received from the subcontractors to be used under this contract.
Exhibit 1 – Schedule
Exhibit 2 — Work Breakdown
### II. Fee Calculation

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<th>Task</th>
<th>Salary Cost</th>
<th>Salary Cost with 2.41%</th>
<th>Subcontractor Services</th>
<th>Total Amendment</th>
<th>Original Contract</th>
<th>Cost Defracled from Original Contract</th>
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### III. Fee Limit

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<th>Amendment Time and Materials Cost - Task 9 (owner's Allowance)</th>
<th>Amendment Time and Materials Cost - Task 10</th>
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<th>Cost Refunded from Original Contract</th>
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### IV. Notes:

1. Rates shown are actual rates may vary depending on personnel utilized.
2. Includes expenses for travel, equipment, mileage, postage, reproduction, communications and computer charges.
3. Includes the following subcontractors: 
   - Vass & Associates - $15,328 
   - Flow Works Inc. - $17,200
Exhibit 3 – Subcontractor Proposals
Vieux & Associates, Inc.

Event-based Radar Rainfall
Jean Vieux
jean.vieux@vieuxinc.com
5/31/2016
Katie Bollmer
CH2M
City of St. Petersburg
Katie.Bollmer@ch2m.com
2/20/17

15-minute weighted basin averages
<170 sq miles
CSV
5 months
May-September 2017
<40
Professional Hydrometeorological Review
6 weeks after notice to proceed and receipt of all gauge locations/data

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<tbody>
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<td>Monthly Data Review and 15-imin 1x1-km GARR for all rainfall &gt;0.5 inches</td>
<td>$3,500</td>
<td>5</td>
<td>$17,500</td>
</tr>
</tbody>
</table>
February 22, 2017

John Bergin  
Senior Project Manager  
CH2M  
4601 West 6th Street, Suite 102  
Lawrence, KS 66049  
Phone: 785.727.4806  
John.Bergin@CH2M.com

RE: Proposal for Services for CH2M.

We are pleased to offer you this proposal for services from FlowWorks to CH2M and the City of St Petersburg.

Requirements  
CH2M will be deactivating all of their current sites until the middle of April. At that time CH2M would like to reactivate 50 sites in the same locations for a seven-month period.

Budget  
Pricing for reactivating 50 sites is $100/site ($5,000) and $30/month/site ($10,500) for seven months, equaling a total cost of $15,500.

Schedule  
Our proposal is based on our best understanding of CH2M and the City’s needs. FlowWorks can add new sites or files on relatively short notice (timing should be a week or less).

If you have any questions or need for clarification, please contact our office.

Sincerely,

Trent Kamins  
FlowWorks Inc.
ST. PETERSBURG CITY COUNCIL
Meeting of April 20, 2017

TO
The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT
A Resolution by City Council approving the Fifth Amendment to the April 21, 2005, Intown Redevelopment Plan (IRP) Interlocal Agreement, and restating the IRP Interlocal Agreement to include the original and five amendments in one document.

RECOMMENDATION
Administration recommends City Council approve the attached Resolution.

OVERVIEW
The proposed Fifth Amendment to the IRP Interlocal agreement will amend Table 2 to delete reference to the “Mixed Use Transportation Facility” and replace it with the “Pier District Reserve and Downtown Transportation and Parking Improvement Fund” (Fund). The amendment would allow the City to expend up to $14 million in TIF from this Fund for the Municipal Pier Project and/or Downtown Waterfront Master Plan Improvements in the Pier District. Any remaining amount will be devoted to Downtown Transportation and Parking Improvements throughout the Intown Redevelopment Area. City Council approved the proposal in concept at its April 6, 2017, public meeting.

The proposed amendment will also consolidate the Original IRP Interlocal Agreement, the proposed Fifth Amendment, and four prior amendments into one re-stated interlocal agreement.

RECOMMENDATION
Administration recommends City Council approve the attached Resolution.

Attachment: Resolution with Interlocal Agreement
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVING THE FIFTH AMENDMENT TO THE APRIL 21, 2005, INTOWN REDEVELOPMENT PLAN (IRP) INTERLOCAL AGREEMENT ATTACHED AS EXHIBIT A; RESTATING THE INTERLOCAL AGREEMENT TO INCLUDE THE ORIGINAL AGREEMENT AND FIVE AMENDMENTS IN ONE DOCUMENT; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE IRP INTERLOCAL AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE IRP INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City"), by and through its Intown Redevelopment Plan and pursuant to the Florida Community Redevelopment Act of 1969, currently has allocated $14 million of tax increment financing ("TIF") from its Intown Community Redevelopment Area ("CRA") trust fund towards a Mixed Use Transportation Facility; and

WHEREAS, by way of amendment to the "Interlocal Agreement between the City of St. Petersburg and Pinellas County for the Commitment of Tax Increment Revenues in the Intown Community Redevelopment Area dated April 21, 2005" ("Agreement") (Exhibit A), the City desires to reallocate the $14 million of TIF towards enhancements to the Municipal Pier Project, enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District, and Downtown Transportation and Parking Improvements throughout the Intown CRA; and

WHEREAS, appropriations of the $14 million TIF towards specific projects will require future approval of the St. Petersburg City Council; and

WHEREAS, the struck-through language in the attached Exhibit A shall be deleted from the Agreement and the underlined language shall be added to the agreement prior to its execution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida that the attached Fifth Amendment to the "Interlocal Agreement between the City of St. Petersburg and Pinellas County for the Commitment of Tax Increment Revenues in the Intown Community Redevelopment Area dated April 21, 2005" is hereby approved.

BE IT FURTHER RESOLVED, that the City Council hereby restates the IRP Interlocal Agreement to include the original agreement and five amendments in one document.

BE IT FURTHER RESOLVED, that the City Attorney is authorized to make non-substantive changes to the IRP Interlocal Agreement, including the correction of typographical
errors and clarification of provisions in the IRP Interlocal Agreement to conform to City Council’s direction.

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

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:  APPROVED BY:

________________________________________  ________________________________
City Attorney (Designee)  Dave Goodwin, Director
Planning and Economic Development Department
Exhibit A

Fifth Amendment to the Restated Intown Interlocal Agreement (April 21, 2005)
Intown Community Redevelopment Area
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA
AND
PINELLAS COUNTY, FLORIDA
FOR
THE COMMITMENT OF TAX INCREMENT REVENUES
IN THE INTOWN REDEVELOPMENT AREA

THIS RESTATED INTERLOCAL AGREEMENT (“Agreement”) is entered into this _____ day of __________________, 20__, between the City of St. Petersburg, Florida, a municipal corporation (“City”) and Pinellas County, a political subdivision of the State of Florida, (“County”) (collectively “Parties”)

W I T N E S S E T H:

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act in 1969, as amended, and codified as Part III, Chapter 163, Florida Statutes; and

WHEREAS, the County and the City mutually desire to increase the ad valorem tax base of the County and the City within St. Petersburg; and

WHEREAS, in 1981 and 1982 both the City and the County approved certain Resolutions and Ordinances creating the Intown Redevelopment Area (“Area”) located in St. Petersburg and approving the Intown Redevelopment Plan (“Plan”) and the creation of a Redevelopment Trust Fund into which Tax Increment Revenues have been appropriated and expended; and

WHEREAS, Tax Increment Revenues are authorized to be expended for projects in the Area, including the financing or refinancing thereof, all as provided in Part III of Chapter 163; and

WHEREAS, the Plan has been amended from time to time with the most recent amendment being made by Ordinance 715 G of the City and thereafter approved by the County; and

WHEREAS, the County and City executed the original Interlocal Agreement for the Intown Redevelopment Plan on April 21, 2005, to formalize the obligations of the respective Parties for the expenditure of $95.4 million in tax increment financing revenue from the Intown Redevelopment Trust Fund to fund among other projects the renovation of the Mahaffey Theater and the reconstruction of the Pier; and

WHEREAS, the Interlocal Agreement has been amended five times since 2005, consisting of the following amendments:

1. March 21, 2006, to add $2.0 million to the redevelopment budget to pay for improvements to the Bayfront Center/Mahaffey Theater Complex, now the Duke Energy Center for the Arts;
2. December 2, 2010, to decrease the TIF fund allocation by $2.5 million for both Pedestrian System/Streetscape Improvements and Park Improvements projects to pay for improvements to the Salvador Dali Museum and the Progress Energy (now Duke Energy) Center for the Arts;

3. July 12, 2011, to renumber Table 1B (TIF Funding Required for New Public Improvement Projects, 2005-2035) as Table 2, modify proposed implementation dates of the approved projects and remove descriptions, proposed time frames and funding amounts for specific phases of approved projects as shown in the new Table 2; and

4. December 1, 2015, to add $20.0 million for improvements to the Pier District, for a total budget of $117.354 million to implement the redevelopment plan.

5. April 20, 2017, to allow the City to expend $14 million in TIF for any or all of the following projects: (1) enhancements to the Municipal Pier Project; (ii) enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District; (iii) Downtown Transportation and Parking Improvements throughout the Intown Redevelopment Area. The allocation of this $14 million in TIF among the above-referenced projects shall be determined by the City.

WHEREAS, the City has proposed certain projects to assist in the redevelopment and stimulus of private investment in the Area including two (2) major capital projects concerning the renovation of the Mahaffey Theater and the reconstruction of the Pier which have a countywide impact; and

WHEREAS, the use of the current Tax Increment Revenues has been committed for the repayment of previously issued outstanding bonds and refunded bonds for capital projects in the Area until March of the year 2012 (“Previously Issued Bonds”); and

WHEREAS, Tax Increment Revenues have not been received in any year which exceed the annual debt service requirement for the repayment of the previously issued bonds since 1992; and

WHEREAS, the City must begin some of the approved projects in the Plan prior to 2012 and will need Tax Increment Revenue funding to assist in the repayment of bonds or other indebtedness for those project; and

WHEREAS, the City will need to issue additional bonds or other indebtedness in 2012 or thereafter to complete approved projects in the Plan and possibly refinance the Short-Term Loans which will require the pledge of Tax Increment Revenues; and

WHEREAS, the Projects identified in Table 2B of the Plan (the “Projects”) attached hereto as Attachment B are to be constructed in the Area; and

WHEREAS, this Agreement constitutes the approval for the issuance of bonds or other indebtedness to be paid with tax increment revenues required by County Ordinance 05-25 (“Ordinance”); and
WHEREAS, capitalized terms will have the same meaning as set forth in the Ordinance.

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

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.

2. **Project.** The Parties shall work cooperatively to accomplish the financing of the projects identified in the Plan which are funded with Tax Increment Revenues.

3. **Term.** The term of this Agreement ("Term") shall commence on execution of this Agreement by the Parties and shall end upon the earlier of the expiration or termination of the Plan, or the complete repayment of all outstanding bonds or other indebtedness used to pay for the Projects which were funded by Tax Increment Revenues.

4. **City’s Duties.**¹ The City:

   A. May finance up to $117.4 million plus costs of issuance and debt service reserve for approved Plan projects provided that the final maturity date of any borrowing is no later than April 5, 2020 ("Short-Term Loans"). The current proposal is to borrow approximately $33.4 million plus costs of issuance and a debt service reserve prior to 2012.

   B. May finance approximately $117.4 million plus costs of issuance and a debt-service reserve for approved Plan projects in 2012 or thereafter (which includes the payment of the Short-Term Loans made pursuant to paragraph 4A) without additional Board approval, provided the conditions in paragraph 5D hereof are met and subject to the limitations in paragraph 5B (Permanent Financing). The current proposal is to pay the Short-Term Loans and fund all remaining approved Projects in a twenty year financing, however, if it is more cost effective not to pay the Short-Term Loans then the City may finance the difference between that borrowed for project costs in the Short-Term Loans and $117.4 million (estimated at approximately $84 million) plus costs of issuance and debt service reserve for the remaining approved Plan projects. With the exception of the Short-Term Loans reflected in Attachment A, no new sale of bonds or indebtedness supported by tax increment revenues may occur nor may existing indebtedness so supported be refunded without approval of the Board of County Commissioners before 2020, except as otherwise approved as provided in Section 4(b)(5) of the Ordinance and

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¹ Section 4 was amended by the First (March 21, 2006), Second (December 2, 2010), and Fourth (December 1, 2015) amendments to the Intown Redevelopment Plan Interlocal Agreement.
Section 5D herein. Furthermore, there shall be no reimbursement of City payments from any funding source to existing projects made prior to adoption of the Ordinance. In no event shall the contribution of Tax Increment Revenues as provided in Table 2 supplant funding otherwise provided by City, State, Federal or Private Sources as set out in the “Other Potential Funding Sources” column to the projects in Table 2 to the Intown Redevelopment Plan.

C. May finance approved Plan projects on a pay-as-you-go basis using excess Tax Increment Revenues.

D. Shall from 2005 through 2012, use Tax Increment Revenues to:
   i. pay annual debt service for the Previously Issued Bonds and the Short-Term Loans; then
   ii. reimburse the City for any payments made by the City from other revenue sources (“Advances”) after April 7, 2005, on the Previously Issued Bonds and the Short-Term Loans; then
   iii. retire or redeem the outstanding Short-Term Loans; or
   iv. pay project costs on a pay-as-you-go basis.

E. Shall from 2012 through 2035, use Tax Increment Revenues to
   i. pay annual debt service for the Permanent Financing and Short-Term Loans, if any; then
   ii. reimburse the City for any Advances after April 7,2005, on the Permanent Financing and Short-Term Loans; then
   iii. retire or redeem any outstanding approved indebtedness; or
   iv. pay project costs on a pay-as-you-go basis.

F. Shall appropriate and pay the City’s portion of the Tax Increment Revenues for the Area to the CRA.

G. Shall not expend Tax Increment Revenues on any project not in the Plan as approved by the Board.

H. Shall provide the data and analysis necessary for the County to conduct the 15 year review.

5. **County’s Duties.** The County:

   A. Shall cooperate with the City to obtain the proposed financing by the City by providing such documents or certifications as necessary.

   B. Shall appropriate and pay to the Intown CRA all Tax Increment Revenues from the Area prior to April 1st of each year. The County’s obligation to annually budget and appropriate on or before October 1st and pay over to the Fund by April 1st of each year shall commence immediately upon the effective date of
the Ordinance and continue until all approved loans, advances and indebtedness incurred as the result of the Intown Redevelopment Plan have been paid. The County’s increment contributions are to be accounted for as a separate revenue within the fund but may be combined with other revenues for the purpose of paying debt service. In no year shall the County’s obligation to the Fund exceed the amount of that year’s tax increment as determined in Section 2 of the Ordinance. Beginning in 2016, Pinellas County’s contribution to the Intown CRA Redevelopment Trust Fund will be reduced from ninety-five percent (95%) to eighty-five percent (85%).

C. Hereby approves the issuance of bonds or other indebtedness to finance the approved Plan Projects in the manner and with the limitations set forth in Paragraphs 4.A and 5.D herein.

D. Hereby approves the issuance of bonds or other indebtedness in 2012, or thereafter, to finance the remaining approved Plan Projects, including refunding outstanding indebtedness if more cost effective, plus costs of issuance and a debt service reserve, with a maturity date later than 2020 subject to the following conditions:

   i. The County and City financial advisors agree, by written notice to the County and City that (i) based on the historical receipt of Tax Increment Revenues, the term of the indebtedness to complete the Projects is the shortest reasonable length of time to obtain debt financing to complete the Projects and ensure the payment of all indebtedness from the Tax Increment Revenues without reliance on other revenues; and (ii) the type of debt instrument proposed to finance the completion of the Projects from available tax increment revenues, is the most cost effective debt instrument, based upon then current market conditions; and (iii) the transaction has been structured so that the bonds or other indebtedness is callable, as is customary in the market, from tax increment revenues, and (iv) the financing has been structured to satisfy any other requirements as may be agreed to by the County and City by interlocal agreement.

   ii. If the County and City financial advisors do not agree on any matter which requires their agreement in Section 4.b.5 of the Ordinance and herein, then the County and City financial advisors shall jointly choose a third financial advisor who shall determine whether the proposed indebtedness meets the requirements of Section 4.b.5 of the Ordinance and Section 5.D.i herein, on which the financial advisors are required to agree. The third financial advisor’s opinion shall be binding on the parties. If the County and City financial advisors do not agree on a third

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2 Section 5.B. was amended by the First (March 21, 2006), Second (December 2, 2010), and Fourth (December 1, 2015) amendments to the Intown Redevelopment Plan Interlocal Agreement.
financial advisor, then either party may petition the court to determine whether the requirements of Section 4.b.5 of the Ordinance and section 5.D.i herein on which the financial advisors are required to agree, have been met.

iii. The County’s obligation to appropriate tax increment revenues under the Ordinance, subject to the foregoing conditions being met, shall terminate the earlier of (i) April 7, 2032, or (ii) as such time as the $117.354 million dollars of funding required for the Projects, plus related financing costs, has been repaid, and no refunding thereof shall extend the maturity beyond April 7, 2032, without Board approval. ³

iv. The City shall provide written notification of the terms of any financing authorized herein along with a report of the financial advisors’ approvals to the Board at least thirty (30) days prior to the adoption of any Ordinance or resolution by the City authorizing any such financing.

E. The County may review its tax increment contribution to the Fund to determine whether given the totality of the circumstances, it continues to be prudent to dedicate the County portion of the tax increments revenues at the existing level, beyond 15 years, provide that there shall be no reduction in the dedication of tax increment revenues for as long as there are unpaid loans, advances or indebtedness approved as provided herein and secured by the County’s tax increment revenues.

6. Records, Reports, and Inspection. The City shall maintain financial records, accounting and purchasing information, and books and records for the Project. These books, records, and information shall comply with general accounting procedures. All documents related to the Project are public records and shall be retained and provided as required by law. The City shall comply with Chapter 119, Florida Statutes.

7. Compliance with Federal, State, County, and Local Laws. The Parties shall comply with all applicable federal, state, county, and local laws, regulations and ordinances at all times.

8. Termination of Agreement. Neither the City nor the County may terminate this agreement as long as there are any outstanding bonds or other indebtedness used to pay for the projects which were funded by Tax Increment Revenues.

9. Indemnification and Release. The County and the City shall be fully responsible for their own acts of negligence and their respective agents’ acts of negligence, when such agents

³ Section 5.D.iii. was amended by the First (March 21, 2006), Second (December 2, 2010), and Fourth (December 1, 2015) amendments to the Intown Redevelopment Plan Interlocal Agreement.
are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein intended to serve as a waiver of sovereign immunity by either the County or the City. Nothing herein shall be construed as consent by the County or City to be sued by third parties in any matter arising out of this Agreement.

10. **Discrimination.** The City and the County shall not discriminate against any person in violation of Federal, State, or local law and ordinances.

11. **Assignment.** This Agreement may not be assigned.

12. **Severability.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

14. **Notification.** All notices, requests, demands, or other communications required by law, or this Agreement shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, to the Mayor or County Administrator, or upon the actual date of delivery, if hand delivered to the Mayor or County Administrator.

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

16. **Governing law and Venue.** This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts, shall be in Pinellas County, Florida, St. Petersburg Division. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case action shall be brought in that division.

17. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) it is duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

18. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
19. **Approval.** This Agreement is subject to approval of the St. Petersburg City Council and the Board of County Commissioners.

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

**PINELLAS COUNTY, FLORIDA,**
by and through its Board of County Commissioners

**CITY OF ST. PETERSBURG**

By: ________________________________ By: ________________________________
Chairman Mayor

ATTEST:
KEN BURKE, Clerk

ATTEST:
CHANDRAHASA SRINIVASA, City Clerk

By: ________________________________ By: ________________________________
Deputy Clerk Deputy City Clerk

APPROVED AS TO FORM

By: ________________________________
Office of the City Attorney
**ATTACHMENT A – Loan Schedule**

1. $15.5 million in debt in 2005 for the Bayfront Duke Energy Center for the Arts Improvements Projects.

2. $10.4 million in debt in 2006 or 2007 for the Bayfront Duke Energy Center for the Arts Improvements Projects.

3. $5 million in debt in 2009 for the Municipal Pier Project.

4. $2.5 million in debt in 2010 or 2011 for the Dali Museum project at the Progress Duke Energy Center for the Arts.

The capital project costs to be financed shall not exceed the above amounts, and additionally shall include the reasonable and necessary financing costs and a debt service reserve as are customarily defined in the market place, and shall have a maturity date no later than April 7, 2020.

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4 Attachment A was amended by the First (March 21, 2006) and Second (December 2, 2010) amendments to the Intown Redevelopment Plan Interlocal Agreement.
Attachment B

Table 2 of the Intown Redevelopment Plan
**TABLE 2**

*Intown Redevelopment Plan*

**TIF Funding Required for New Public Improvement Projects - 2005-2035***

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $ Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Municipal Pier Project (1)</strong></td>
<td>2008-2018</td>
<td>Downtown Waterfront at 2nd Avenue NE</td>
<td>$50M</td>
<td>To be Determined</td>
<td>$50M</td>
</tr>
<tr>
<td><strong>Downtown Waterfront Master Plan Improvements – Pier District</strong></td>
<td>2016-2020</td>
<td>Pier Approach</td>
<td>$20M</td>
<td>No other public funding identified.</td>
<td>$20M</td>
</tr>
<tr>
<td><strong>Duke Energy Center for the Arts</strong></td>
<td></td>
<td>NE Corner of 1st St/5th Ave S</td>
<td>$25.854M</td>
<td>City ($2.932M)</td>
<td>$31.286M</td>
</tr>
<tr>
<td>Mahaffey Theater</td>
<td>2005-2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salvador Dali Museum</td>
<td>2010-2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Mixed Use Transportation Facility</strong></td>
<td>2006-2011</td>
<td>TBD</td>
<td>$14M</td>
<td>No other public funding identified, however, mixed use project would leverage private investment</td>
<td>$14M</td>
</tr>
<tr>
<td><strong>Enhancements to the Municipal Pier Project (2)</strong></td>
<td>2006-2011</td>
<td>Throughout IRP District</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Downtown Transportation and Parking Improvements</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pedestrian System/Streetscape Improvements</strong></td>
<td>2006-2035</td>
<td>Throughout IRP District</td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
</tbody>
</table>

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*Table 2 was amended by the First (March 21, 2006), Second (December 2, 2010), Third (July 12, 2011), Fourth (December 1, 2015) and Fifth (April 20, 2017) amendments to the Intown Redevelopment Plan Interlocal Agreement.*
### TABLE 2

**Intown Redevelopment Plan**

**TIF Funding Required for New Public Improvement Projects - 2005-2035**

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $ Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Improvements</td>
<td>2006-2035</td>
<td>Waterfront Park System</td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
<tr>
<td>Utility Improvements</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City and Private Developers</td>
<td>TBD</td>
</tr>
<tr>
<td>Signage</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City</td>
<td>TBD</td>
</tr>
<tr>
<td>Bicycle Trails</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
<tr>
<td>City Marina Improvements</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
</tbody>
</table>

* TIF expenditures may only be utilized for those Designated Projects in Table 2 where TIF funds are required as noted herein; provided, however, that no TIF expenditures may occur for Projects other than Designated Projects with TIF funds required as noted herein, without prior approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners.

**Maximum TIF Funds Required:** $117,354

* TIF expenditures may only be utilized for those Designated Projects in Table 2 where TIF funds are required as noted herein; provided, however, that no TIF expenditures may occur for Projects other than Designated Projects with TIF funds required as noted herein, without prior approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners.

(1) Because of the size of the project, the timing and/or amounts necessary for the Municipal Pier Project may need to be revised in the future. Such changes shall only occur in an amendment to the Interlocal Agreement between the City and County.

(2) The City may expend up to $14 million in TIF for any or all of the three identified projects. The allocation of this $14 million in TIF among the above-referenced projects shall be determined by the City.
CITY OF ST. PETERSBURG

MEMORANDUM

INFORMATIONAL ITEM

TO: Chandrahasa Srinivasa, City Clerk

FROM: Bruce E. Grimes, Director, Real Estate & Property Management

DATE: April 14, 2017

SUBJECT: Additional information – Carter G Woodson Museum property acquisition from Housing Authority of City of St. Petersburg

Attached is additional information regarding the subject item:

- Resolution No. 2015-332 - Authorizing Sale and Purchase Agreement
- Sale and Purchase Agreement
- First Amendment to Sale and Purchase Agreement (partially executed)
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG, A PUBLIC BODY CORPORATE AND POLITIC ORGANIZED AND EXISTING UNDER CHAPTER 421, FLORIDA STATUTES ("SPHA") FOR THE PURCHASE OF THE PROPERTY LOCATED AT 2240 - 9TH AVENUE SOUTH, ST. PETERSBURG, WHICH IS CURRENTLY THE LOCATION OF THE DR. CARTER G. WOODSON AFRICAN AMERICAN MUSEUM, AND ITS ANCILLARY PARKING AREA FOR THE SUM OF $663,000, SUBJECT TO SPHA RECEIVING A RELEASE FROM CERTAIN RESTRICTIONS CURRENTLY ON THE PROPERTY; TO PAY NOT MORE THAN $5,000 IN CLOSING COSTS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; APPROVING A SUPPLEMENTAL APPROPRIATION OF $680,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT PROJECTS FUND (3001) TO THE DR. CARTER G. WOODSON MUSEUM ACQUISITION PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from City Administration to proceed and purchase the Dr. Carter G. Woodson African American Museum ("Museum") located at 2240 - 9th Avenue South, St. Petersburg and its ancillary parking area ("Property"), from The Housing Authority of the City of St. Petersburg, a public body corporate and politic organized and existing under Chapter 421, Florida Statutes ("SPHA") for the fair market value of $663,000 established by SPHA ("Agreement"), which is legally described and attached hereto as Exhibit “A”; and

WHEREAS, the Property includes a ±1.43 acre site improved with a ±3,930 square foot building, a paver-path landscaped garden and other site improvements with the improved parking lot being located on the north side of 9th Avenue South with an area of ±0.93 acres and containing ±29 spaces; and

WHEREAS, the Museum was updated in conjunction with the Jordan Park housing project upgrades and funded by a multimillion-dollar federal grant; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has final approval over the proposed transaction from SPHA to the City because of the HOPE VI Revitalization Plan - Jordan Park Florida, revised and submitted April 21, 1999, that required an African American museum highlighting Jordan Park’s community history to be established maintained and operated on the Property for a minimum of forty (40) years unless the restrictions are removed by HUD or its successor or assign; and
WHEREAS, this requirement to provide an African American museum will be memorialized in a restrictive covenant recorded immediately after the deed; and

WHEREAS, the Museum occupies the Property pursuant to a Memorandum of Understanding ("MOU") between the Museum and the SPHA dated June 1, 2013, as amended by an Extension of MOU dated June 1, 2014, and a Second Extension of MOU with an effective date of January 16, 2015, and a Third Extension of MOU with an effective date of May 28, 2015 which will terminate upon the City’s acquisition of the Property; and

WHEREAS, the City and the Museum will need to execute a new agreement for the Museum to remain in operation at the Property after the sale is complete; and

WHEREAS, SPHA’s Board of Commissioners made it a goal to divest their commercial properties in order to use the proceeds from the sales to create additional affordable housing for wounded veterans which is in line with its mission of providing safe, sanitary, accessible, decent, and affordable housing to the veterans; and

WHEREAS, SPHA was on a path to develop ninety-nine (99) units of Veterans’ housing; however, the project fell through because of a lack of funding. This sale will assist in moving toward that goal; and

WHEREAS, SPHA had the Property appraised by John P. Barkett, MAI, State-Certified General Real Estate Appraiser, who indicated the value of the Property to be $663,000, which is SPHA price for the Property; and

WHEREAS, in order to confirm the value of the Property and the purchase price, and in accordance with City policy, the City authorized two (2) appraisals, one appraisal from H. Linwood Gilbert, Jr., MAI, State-Certified General Real Estate Appraiser, who indicated the value of the Property to be $750,000 and a second appraisal from Woodman S. Herr, MAI, State-Certified General Real Estate Appraiser, who indicated the value of the Property to be $720,000; and

WHEREAS, on May 28, 2015, the SPHA adopted its Resolution #2358 delegating its Chief Executive Officer, Darrell Irions, the authority to negotiate the final and specific terms of the Purchase and Sale Agreement ("Agreement"), to seek HUD’s approval for the sale of the Property and to execute the Agreement; and

WHEREAS, SPHA has executed the Agreement, subject to City Council approval, with closing costs and requirements for conveyance of the Property to the City to be accomplished as follows:

1. SPHA will provide for a title insurance commitment, the owner’s title policy, closing fees, the State documentary stamps on the deed, and the survey. In addition to the aforementioned closing costs, SPHA has completed and the City is in receipt of a Phase I environmental audit and subsequent Phase II environmental audit that resulted in a finding of no further testing or remediation required.
2. City will pay the deed recording fee, the cost of any appraisals it engaged and all fees for asbestos, lead-based paint and mold inspections. City will have not more than forty-five (45) days after the date of execution of the Agreement to complete these inspections.

3. The Agreement is subject to HUD’s approval of the proposed transaction from SPHA to the City because of the HOPE VI Revitalization Plan - Jordan Park Florida that requires the Property to remain as an African American museum. SPHA will apply promptly, after the execution of the Agreement, to HUD for the release of the Property from the HUD restrictions ("Release"). SPHA will use good faith efforts to obtain the Release. However, in the event that the SPHA is unable to obtain the Release prior to the closing date, then the closing date may be extended, but in no event after December 1, 2015. If the Release is not obtained by December 1, 2015, SPHA shall have the right to terminate the Agreement, whereupon neither party shall have any further obligations under the Agreement.

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 Purchase and Sale Agreement with The Housing Authority of the City of St. Petersburg, a public body corporate and politic organized and existing under Chapter 421, Florida Statutes ("SPHA") for the purchase of the property located at 2240 - 9th Avenue South, St. Petersburg, legally described and attached hereto as Exhibit “A”, which is currently the location of the Dr. Carter G. Woodson African American Museum, and its ancillary parking area for the sum of $663,000, subject to SPHA receiving a release from certain restrictions currently on the Property; and to pay not more than $5,000 in closing costs; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Capital Improvement Projects Fund (3001) the following supplemental appropriation for Fiscal Year 2015:

General Capital Improvement Projects Fund (3001)
Dr. Carter G. Woodson Museum Acquisition Project (TBD) $680,000

This Resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 23rd day of July, 2015.

Charles Gerdes, Chair-Council
Presiding Officer of the City Council

ATTEST:
Chan Srinivasa, City Clerk
Sale and Purchase Agreement
The Housing Authority of the City of St. Petersburg
To the City of St. Petersburg, Florida

2015
SALE AND PURCHASE AGREEMENT

Land and Building on which the Dr. Carter G. Woodson African American Museum is located

THIS SALE AND PURCHASE AGREEMENT ("Agreement") by and between The Housing Authority of the City of St. Petersburg, a public body corporate and politic organized and existing under Chapter 421, Florida Statutes ("Seller"), and the City of St. Petersburg, Florida, a municipal corporation of the State of Florida ("City"), (collectively "Parties").

WITNESSETH

NOW THEREFORE, in consideration of one dollar ($1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and of the promises and covenants contained herein the Seller shall sell and City shall buy the following real property ("Property"), as described in Exhibit "A", attached hereto and made a part hereof by reference, and upon the following terms and conditions. The Parties hereto agree as follows:

1. PURCHASE PRICE. All Cash $663,000.00 payable by locally drawn check at closing.

2. EFFECTIVE DATE, FACSIMILE, EMAIL. The effective date of this Agreement ("Effective Date") shall be the date the Seller signs this Agreement. A facsimile copy or electronic transmission of this Agreement and any signatures thereon shall be considered for all purposes as originals.

3. TITLE EVIDENCE. Seller shall convey marketable title that is determined according to applicable title standards in accordance with Florida law. Seller, at its sole cost and expense, and not more than fifteen (15) days after the Effective Date shall provide City a title insurance commitment ("Commitment") from Fidelity National Title Insurance Company, through its agent Squire Patton Boggs (US) LLP ("Title Agent") and provide City with an owner's title insurance policy at closing. City shall have five (5) days after receipt of Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. Seller shall have thirty (30) days ("Cure Period") after receipt of City's notice to take reasonable diligent efforts to remove defects. If City fails to so notify Seller, City shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to City (with proof of cure acceptable to City) and the parties will close in accordance with this Agreement. If Seller is unable to cure defects within Cure Period, then City may (a) extend Cure Period for a specified period not to exceed one hundred twenty (120) days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects; or (b) elect to accept title with existing defects and close in accordance with this Agreement or (c) elect to terminate this Agreement, thereby releasing City and Seller from all further obligations under this Agreement, except those existing at the time of termination.

4. SURVEY. Seller within the time allowed to deliver evidence of title and to examine same, shall have the Property surveyed and certified by a Registered Florida Surveyor. If the
survey shows any encroachment(s) on the Property or improvements located on the Property encroaching on setback lines, easements, lands of others or violating any restrictions, agreement, covenants or applicable governmental regulation(s), same shall constitute a title defect.

5. EXPENSES.

5.1 Seller. The Seller shall pay for the title insurance commitment, the owner's title policy, closing fees, the State documentary stamps on the deed, the survey, a Phase I and a Phase II environmental audit(s) and the fee(s) or other charge(s) for recording corrective instruments, if applicable.

5.2 City. City shall pay the deed recording fee, the cost of any appraisals it engaged and all fees for any investigations (including, without limitation, asbestos and mold) it desires to engage, except as specifically set forth herein.

6. CONVEYANCE INSTRUMENT. The Seller shall convey title to the Property by Special Warranty Deed, or by deed acceptable to City.

7. INTENT; CITY APPROVAL. The intent of the Parties is that this Agreement constitutes an irrevocable offer to sell the Property to City subject to the acceptance by the City Council of the City of St. Petersburg (or the Mayor, or his Designee) as City policies and procedures require, not more than sixty (60) after the Effective Date of this Agreement, unless extended by other provisions of this Agreement.

8. CLOSING DATE; POSSESSION. This transaction shall be closed and the deed and other closing documents delivered not more than thirty (30) days after appropriate City approval of this Agreement ("Closing Date"), unless extended by other provisions of this Agreement. Possession shall be granted at closing.

9. RESTRICTIONS; EASEMENTS; ZONING.

9.1 City shall take title subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, public utility easements of record, taxes for year of closing and subsequent years and any matter shown on the title insurance commitment and not timely objected to by the City.

9.2 City shall use or cause to be used the Property as an African American Museum in accordance with, and so long as required by, the requirements of the HOPE VI Revitalization Plan – Jordan Park Florida, revised and submitted April 21, 1999, unless these restrictions are removed by the U.S. Department of Housing and Urban Development ("HUD") or its successor or assign. This provision shall be memorialized in a restrictive covenant recorded immediately after the Deed executed by the City for the benefit of the Seller and HUD. The form of such restrictive covenant shall be mutually acceptable to the City and the Seller in their reasonable discretion.

10. OCCUPANCY. The Seller warrants that there are no parties in possession other than the Seller and the Dr. Carter G. Woodson African American Museum ("Museum") pursuant to
a Memorandum of Understanding, dated June 1, 2013, as amended by an Extension of Memorandum of Understanding, dated June 1, 2014, a Second Extension of Memorandum of Understanding, with an effective date of January 16, 2015, and a Third Extension of Memorandum of Understanding, dated ________, 2015 (collectively, “Memorandum of Understanding”), copies of which have previously been delivered to the City.

11. MUSEUM ARTIFACTS. The City acknowledges that the Museum is currently located on the Property. The Seller and the City acknowledge and agree that all Museum exhibits, if any, are the property of the Museum and not the Seller.

12. HANDWRITTEN PROVISIONS. Handwritten provisions shall control all printed provisions of this Agreement in conflict with them.

13. FEES AND COMMISSIONS. Seller and City warrant to each other that there is no broker or other individual entitled to any commission by reason of the sale hereunder. Seller hereby agrees to indemnify and hold City harmless from any and all loss, damage, cost and expense, including reasonable attorney’s fees, which City may sustain or incur by reason of any real estate commission or fee claimed to be due by, through or under the Seller. City hereby agrees to indemnify and hold Seller harmless from any and all loss, damage, cost and expense, including reasonable attorney’s fees, which Seller may sustain or incur by reason of any real estate commission or fee claimed to be due by, through or under City.

14. APPLICABLE LAWS AND VENUE. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

15. DUE AUTHORITY. Each party to this Agreement, that is not a natural person, represents and warrants to the other party (ies) that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party (ies) on whose behalf they are executing.

16. ENVIRONMENTAL CONTINGENCY. Seller has provided a Phase I and a Phase II environmental survey(s) of the Property dated April 20, 2015 and May 29, 2015 respectively, that the City has reviewed and deemed the Property acceptable.

17. TERMITES. "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act. The City shall have the right, within forty-five (45) days after the Effective Date, to have the improvements on the Property inspected by a Florida Certified Pest Control Operator ("Pest Inspector") to determine if any visible termite infestation or existing damage from termite infestation to the improvements is present and to obtain a repair estimate. Notwithstanding the foregoing, the closing date and all other dates in this Agreement, may be extended by the City for up
to ninety (90) days, if the report of the final results of the Pest Inspector’s inspection are not available by the dates set out herein, or if the City determines further testing is required. If either visible termite infestation or existing damage from a termite infestation to the improvements is present, City shall have the option of allowing Seller, at Seller’s option, to remediate the infestation and/or damage at Seller’s expense or of terminating this Agreement without any liability to any Party within forty-five (45) days after the receipt of the final report of the Pest Inspector, or City may elect to proceed with this transaction without any adjustment to the Purchase Price.

18. MOLD/ASBESTOS/LEAD PAINT. City shall have the right, within forty-five (45) days after the Effective Date, to have an appropriately licensed contractor, or other appropriately licensed professional (“Inspector”) conduct an inspection of the improvements on the Property for the presence of mold, asbestos, and lead paint (collectively "Contaminants"). Notwithstanding the foregoing, the closing date and all other dates in this Agreement, may be extended by the City for up to ninety (90) days, if the final results of the Inspector’s inspection are not available by the dates set out herein, or if the City determines further testing is required. If the inspection reveals the presence of Contaminants that require professional remediation to remove at a cost that exceeds five hundred dollars ($500), City shall have the option of allowing Seller, at Seller’s option, to perform mold remediation at Seller’s expense or of terminating this Agreement without any liability to any Party within forty-five (45) days after receipt of the final report of the Inspector, or City may elect to proceed with this transaction without any adjustment to the Purchase Price.

19. INGRESS AND EGRESS. The Seller warrants and represents that there is legal ingress and egress to the Property.

20. MEMORANDUM OF UNDERSTANDING. The existing Memorandum of Understanding with the Museum has been delivered to the City. The City understands that this Memorandum of Understanding will terminate upon the sale of the Property.

21. LIENS. The Seller shall furnish to City at the time of closing an affidavit as to the Property, attesting to the absence of any financing statements, claims of lien or potential lienor(s) known to the Seller and further attesting that there have been no improvements or repairs to the Property for ninety (90) days immediately preceding the date of closing which have not been paid for in full. If the Property has been improved or repaired within that time, the Seller shall deliver releases or waivers of mechanics’ liens executed by all general contractors, sub-contractors, suppliers and materialmen in addition to the Seller’s lien affidavit setting forth the names of all such general contractors, sub-contractors, suppliers and materialmen and further affirrnning that all charges for improvements or repairs which could serve as a basis for a mechanic’s lien or a claim for damages have been paid or will be paid at the closing of this Agreement.

22. PLACE OF CLOSING. Closing shall be held at City’s Municipal Services Center One-4th Street North, St. Petersburg, Florida or a location mutually acceptable to the Parties.
23. **TIME PERIODS.** Time is of the essence. Time periods herein shall include Saturdays, Sundays, and state and national legal holidays, and any time period provided for herein shall end at 5:00 p.m. local time.

24. **DOCUMENTS FOR CLOSING.** City shall provide for the deed and the closing statement. The Seller shall furnish the restrictive covenants referenced herein, mechanic's lien affidavit, corrective instruments and all other documents reasonably necessary to close and convey acceptable title as set forth herein or in the title insurance commitment.

25. **PRORATIONS AND CREDITS.** Real estate, tangible and other appropriate taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as required by prorations, exclusive of property tax. Any advance rent (if any) and security deposits shall be returned to the Museum at the Closing. Taxes shall be prorated based on the current year's taxes with due allowance made for the maximum allowable discount. If the closing occurs at a date when the current year's millage is not fixed and the current year's assessment is available, taxes shall be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes shall be prorated on the prior year's taxes. Any tax proration based on an estimate shall be subsequently readjusted upon receipt of the tax bill. Any and all Property taxes (if any) are to be paid directly to the Pinellas County Tax Collector by the Title Agent. There shall be no crediting of taxes to City. This provision shall survive closing.

26. **SPECIAL ASSESSMENT LIENS.** Certified, confirmed and ratified special assessment liens on the Property as of the date of closing (not as of the Effective Date) are to be paid by the Seller. Pending liens as of the date of closing shall be assumed by City. If the improvement has been substantially completed as of the Effective Date, such pending lien(s) shall be considered certified, confirmed or ratified and the Seller shall, at the closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

27. **REPRESENTATIONS OF BUILDING CONDITION.** Seller represents, the ceiling, roof (including fascia and soffits) and exterior and interior walls, ("Building Structure"), do not have any visible evidence of leaks, water damage or structural damage and that, if installed, the septic tank, drinking fountains, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery ("Systems and Equipment") are in working condition. The City shall have the right within forty-five (45) days after the Effective Date, to have inspections made of the Building Structure and Systems and Equipment by a firm or individual specializing in real estate inspections and holding an occupational license for such purposes (if required) or by an appropriately licensed Florida contractor ("Building Inspector"). Notwithstanding the foregoing, the closing date and all other dates in this Agreement, may be extended by the City for up to ninety (90) days ("Extended Date"), if the report of the final results of the Building Inspector’s inspection is not delivered to the City by the dates set out herein, or if the City determines further testing is required. If the report is not delivered to the City by the Extended Date, this Agreement will terminate unless the Parties mutually agree to an additional extension of any of the dates herein. If the Building Structure and Systems and Equipment do not meet the above
representations, the City shall have the option of allowing Seller, at Seller's option, to repair
or replace the Building Structure and Systems and Equipment that do not meet the above
representations at Seller's expense or of terminating this Agreement without any liability to
any Party within forty-five (45) days after the receipt of the final report of the Building
Inspector, or City may elect to proceed with this transaction without any adjustment to the
Purchase Price.

28. RISK OF LOSS. If the Property is damaged by fire or other casualty before the closing and
the cost of restoration does not exceed five percent (5%) of the assessed valuation of the
Property so damaged, cost of the restoration shall be an obligation of the Seller and closing
shall proceed pursuant to the terms of this Agreement with funds for restoration, if not
expended, escrowed at closing. If the cost of restoration exceeds five percent (5%) of the
assessed valuation of the improvements so damaged, City shall have the option of either
taking the Property "as is", together with either a credit of five percent (5%) of the assessed
valuation at closing or any insurance proceeds payable by virtue of such loss or damage,
whichever is greater, or of terminating this Agreement.

29. PROCEEDS OF SALE; CLOSING PROCEDURE. The deed shall be promptly recorded. All
expenses and fees shall be paid at closing. The escrow and closing procedures required by
this paragraph may be waived if the title agent insures adverse matters pursuant to Section

30. FAILURE OF PERFORMANCE. If the Seller fails, neglects or refuses to perform this
Agreement, the Parties agree that City does not have an adequate remedy at law and that
City may seek specific performance without thereby waiving any action for damages
resulting from the Seller's breach. The exercise by City of any right or remedy to enforce its
rights under this Agreement shall not constitute a waiver of, or preclude the exercise of,
any other right or remedy afforded City by this Agreement or by statute or law. The failure
of City in one or more instances to insist on strict performance or observations of one or
more of the covenants or conditions of this Agreement, or to exercise any remedy, privilege
or option conferred by this Agreement on or reserved to City, shall not operate or be
construed as a relinquishment or future waiver of the covenant or condition or the right to
enforce it or to exercise that privilege, option or remedy, but that right shall continue in full
force and effect.

31. AGREEMENT NOT RECORDABLE; PERSONS BOUND. Neither this Agreement, nor
any notice of it, shall be recorded in any public records. This Agreement shall bind and
inure to the benefit of the Parties hereto and their successors in interest. Whenever the
context permits, the singular shall include the plural and one gender shall include all.

32. CONVEYANCE. The Seller shall convey title to the Property subject only to matters
contained herein and those otherwise accepted by City.

33. OTHER AGREEMENTS No prior or present agreements or representations shall be
binding upon City or the Seller, unless included in this Agreement. No modifications or
changes in this Agreement shall be valid or binding upon the Parties, unless in writing and
executed by the Party or Parties intended to be bound by it.
34. WARRANTIES. The Seller warrants that to Seller’s knowledge that there are no facts known to the Seller materially affecting the value of the Property which are not readily observable by City or which have not been disclosed to City. Seller hereby discloses that according to the Phase I Environmental Site Assessment report dated April 20, 2015, relating to the Property, prepared by Air Quality Consulting, Inc., a copy of which has been provided to the City, there may be asbestos lead based paint and/or mold in the Property as well as effects of off-site historical dry cleaners and gas stations in the vicinity of the Property.

35. SEVERABILITY. Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any section of this Agreement.

36. NOTICES. All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within seven (7) days after deposit in the United States Mail, postage prepaid, certified with return receipt requested, or otherwise actually delivered, to:

CITY: 
City of St. Petersburg
Real Estate and Property Management
One Fourth Street North, 9th Floor
St. Petersburg, Florida 33701
727.893.7500

SELLER:
The Housing Authority of the City of St. Petersburg
2001 Gandy Blvd. N.,
St. Petersburg, FL 33702
Attn: Chief Executive Officer
Phone: 727-323-3171

37. CITY’S REPRESENTATIONS AND WARRANTIES. City hereby represents and warrants the following, both as of the date of this Agreement and as of the Closing Date:

37.1 That City has the full legal right, power, authority and financial ability to execute and deliver this Agreement and all documents now or hereafter to be executed by City pursuant to this Agreement (collectively, the "City's Documents"), to consummate the transactions contemplated hereby and to perform its obligations hereunder.

37.2 That this Agreement and City's Documents do not and will not contravene any provisions of the City Charter, or, any judgment, order, decree, writ or injunction issued against City, or any provision of any laws applicable to City. The consummation of the transactions contemplated hereby will not result in a breach or constitute a default or event of default by City under any agreement to which City or any of its assets are subject or bound, the breach or default of which may have an adverse impact on the transactions contemplated hereby, and will not result in a violation of any laws applicable to City.

37.3 That this Agreement and City’s Documents are or at the time of Closing will be the legal, valid and binding obligations of City.
37.4 That City is a sophisticated buyer, knowledgeable and experienced in the financial and business risks attendant to an investment a purchase of in real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property.

37.5 That City has entered into this Agreement with the intention of relying upon its own (or its experts’) investigation of the physical, environmental, economic, and legal conditions of the Property.

38. **SELLER’S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants the following, both as of the date of this Agreement and as of the Closing Date:

38.1 That Seller has the full legal right, power, authority and financial ability to execute and deliver this Agreement and all documents now or hereafter to be executed by Seller pursuant to this Agreement (collectively, the “Seller’s Documents”), to consummate the transactions contemplated hereby and to perform its obligations hereunder.

38.2 That this Agreement and Seller’s Documents do not and will not contravene any provisions of Seller’s organizational documents, or, any judgment, order, decree, writ or injunction issued against Seller, or any provision of any laws applicable to Seller. The consummation of the transactions contemplated hereby will not result in a breach or constitute a default or event of default by Seller under any agreement to which Seller or any of its assets are subject or bound, the breach or default of which may have an adverse impact on the transactions contemplated hereby, and will not result in a violation of any laws applicable to Seller.

38.3 That this Agreement and Seller’s Documents are or at the time of Closing will be the legal, valid and binding obligations of Seller.

39. **NO RELIANCE.**

39.1 This Agreement as written contains all the terms of the agreement entered into between the Parties as of the date hereof, and City acknowledges that neither Seller nor any of its affiliates, nor any of their respective employees, agents, representatives or Commissioners has made any representations or held out any inducements to City except for those specifically set forth herein. Seller hereby specifically disclaims any representations, oral or written, past, present or future, relating to the Property, except as may be specifically set forth herein.

39.2 City acknowledges that City has been afforded the opportunity for full and complete investigations, examinations and inspections of the Property. City is relying on its own investigations, examinations and inspections of the Property and those of its representatives.

39.3 City for itself and its respective employees, agents, attorneys, successors and assigns, hereby waives, releases and discharges Seller and all affiliates of Seller and their respective Commissioners, officers, shareholders, employees, agents, attorneys, representatives, heirs, successors and assigns (“Seller Party” or “Seller Parties”) from all actions, claims, causes of action, suits, proceedings, demands, damages, costs, expenses,
liabilities and affirmative defenses of any kind or nature whatsoever, whether known or unknown ("Claim"), against any or all of the Seller Parties arising from, relating or with respect to or involving in any way, directly or indirectly, to the condition of the Property, either patent or latent, any construction defects, errors or omissions on or in the Property, the presence, misuse, use, disposal, release or threatened release of Hazardous Materials, affecting the Property, any other conditions (whether patent, latent or otherwise) affecting the Property, or any Claim related to the Property arising under any environmental law or any other Claim based on any other state, local or federal environmental law, rule or regulation, or common law. City further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

40. RADON DISCLOSURE. Florida law requires the following disclosure to be given to the purchaser of property in this State. Seller has made no independent inspection of the Property to determine the presence of conditions which may result in radon gas; however, Seller is not aware of any such condition. Certain building methods and materials have been proven to reduce the possibility of radon gas entering the building:

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

41. RELEASE. City acknowledges that Seller will apply promptly after the execution of this Agreement to HUD for the release of the Property from certain declarations that run in favor of HUD ("Release"). Seller shall use good faith efforts to obtain the Release. In the event that the Seller is unable to obtain the Release prior to the scheduled Closing Date, then the Closing Date shall be extended to the date that is fifteen (15) business days after the date that the Release is obtained by the Seller, but in no event after December 1, 2015. If the Release is not obtained by December 1, 2015, Seller shall have the right to terminate this Agreement, whereupon neither party shall have any further obligations under this Agreement.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below.

THIS DOCUMENT, WHEN SIGNED BY ALL THE PARTIES, IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND THE TERMS OF THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

WITNESSES

S E L L E R
THE HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG

By: [Signature]
Darrell Irions, as Chief Executive Officer

Date: 6/12/2015

WITNESSES

Sign: [Signature]
Print: Melinda Perry

Sign: [Signature]
Print: Michelle Dennis
WITNESSES

Sign: [Signature]
Print: AYA E. NELSON

Sign: [Signature]
Print: MIKE PSARAKIS

RECEIVED BY:
[Signature]
MIKE PSARAKIS

Date 6-15-2015

ACCEPTED FOR THE CITY OF ST. PETERSBURG

Bruce Grimes, Director (as Designee)
Real Estate and Property Management

Date 7/28/15

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: RICHARD B. BADGLEY
Assistant City Attorney

APPROVED AS TO FORM:

City Attorney (Designee)
By: RICHARD B. BADGLEY
Assistant City Attorney
EXHIBIT "A"

Legal Description:
South Parcel (Museum and Gardens): A portion of Block 1, Jordan Park Replat, according to the plat thereof as recorded in Plat Book 123, Page 89 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Block 1, Jordan Park Replat, as recorded in Plat Book 123, Page 89, of the Public Records of Pinellas County, Florida; thence along the East line thereof South 00°35'00" East, 362.82 feet; thence leaving said East line, South 89°25'00" West, 100.00 feet; thence South 00°35'00" East, 15.07 feet; thence South 89°28'27" West, 72.00 feet; thence North 00°35'00" West, 377.99 feet to the South right-of-way line of 9th Avenue South; thence North 89°28'27" East, along said South right-of-way, 172.00 feet to the Point of Beginning.

Parcel ID: a portion of 26-31-16-44454-001-0000

AND

North Parcel (Parking Area) Block 1, Lot 1, Jordan Park Addition, according to the plat thereof, as recorded in Plat Book 107, Page 81 of the Public Records of Pinellas County, Florida.

Parcel ID: 26-31-16-44450-001-0010

Mailing Address:
2240 9th Ave South, St Petersburg, Pinellas County, FL 33712
FIRST AMENDMENT
TO THE
SALE AND PURCHASE AGREEMENT
BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG
AND
THE CITY OF ST. PETERSBURG, FLORIDA
2017

THIS FIRST AMENDMENT to the Sale and Purchase Agreement ("First Amendment") entered into on __________2017, by and between The Housing Authority of the City of St. Petersburg, a public body corporate and politic organized and existing under Chapter 421, Florida Statutes ("Seller"), and the City of St. Petersburg, Florida, a municipal corporation of the State of Florida ("City") (collectively, "Parties").

RECITALS

WHEREAS, Seller and City on July 28, 2015, in accordance with City of St. Petersburg City Council Resolution No. 2015-332, executed a Sale and Purchase Agreement ("Agreement"); and

WHEREAS, the Agreement provided that the Seller convey to the City the property described in Exhibit "A", attached hereto and made a part hereof by reference, housing the Dr. Carter G. Wood Museum of African American History ("Property"); and

WHEREAS, the Parties desire to amend the Agreement to reduce the size of the Property being conveyed to the City to that as shown and further described in Revised Exhibit "A"; attached hereto and made a part hereof by reference; and

WHEREAS, the Parties desire to amend the purchase price and closing date of the Agreement.

NOW THEREFORE, in consideration one dollar ($1.00) and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein, the Parties agree as follows:

1. RECITALS. The statements contained in the recitals of fact set forth above are true and correct and are, by this reference, made a part of this First Amendment.

2. EFFECTIVE DATE. This First Amendment shall be effective on the date the Mayor or his designee signs this First Amendment ("Effective Date").

3. DELETE PARAGRAPH 1 AND REPLACE WITH THE FOLLOWING:

   1. PURCHASE PRICE. All Cash $617,904.00 payable by locally drawn check at closing.
4. REPLACE EXHIBIT "A" IN THE AGREEMENT WITH THE REVISED EXHIBIT "A", ATTACHED HERETO.

5. DELETE PARAGRAPH 8 AND REPLACE WITH THE FOLLOWING:

8. CLOSING DATE; POSSESSION. This transaction shall be closed and the deed and other closing documents delivered not more than thirty (30) days after appropriate City approval of the First Amendment to this Agreement ("Closing Date"), unless extended by other provisions of this Agreement. Possession shall be granted at closing.

6. DUE AUTHORITY. Each party to this First Amendment, that is not a natural person, represents and warrants to the other party (ies) that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this First Amendment to so execute the same and fully bind the party (ies) on whose behalf they are executing.

7. INTENT OF THE PARTIES. The Parties intend for the Agreement and this First Amendment to be hereinafter considered and interpreted together as a single agreement between the Parties and that the capitalized terms of the Agreement not otherwise defined herein shall have the same meaning as defined in the Agreement.

8. CONFLICTS. If there is any conflict between the terms of the Agreement and the terms and conditions of this First Amendment, this First Amendment shall prevail.

9. ENTIRE AGREEMENT. All terms and conditions of the Agreement that are not modified or addressed in this First Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW THIS PAGE
IN WITNESS WHEREOF the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives on the day and date written below.

THIS DOCUMENT, WHEN SIGNED BY ALL THE PARTIES, IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND THE TERMS OF THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

WITNESSES

Sign: __________________________
Print: __________________________

Sign: __________________________
Print: __________________________

SELLER
THE HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG

By: __________________________
Tony L. Love, as Chief Executive Officer

Date: 4/7/2017
WITNESSES

Sign: ____________________________
Print: ____________________________

Sign: ____________________________
Print: ____________________________

RECEIVED BY:

______________________________

Printed Name

Date

APPROVED AS TO CONTENT:

______________________________

City Attorney (Designee)
By: RICHARD B. EADGLEY

Assistant City Attorney

Legal: 00317513.doc V. 2

ACCEPTED FOR THE CITY OF ST. PETERSBURG

______________________________

Bruce Grimes, Director (as Designee)
Real Estate and Property Management

Date

APPROVED AS TO FORM:

______________________________

City Attorney (Designee)
By: ____________________________

Assistant City Attorney
EXHIBIT "A"
(from July 28, 2015 Agreement)

Legal Description:
South Parcel (Museum and Gardens): A portion of Block 1, Jordan Park Replat, according to the plat thereof as recorded in Plat Book 123, Page 89 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

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Parcel ID: a portion of 26-31-16-44454-001-0000

AND

North Parcel (Parking Area) Block 1, Lot 1, Jordan Park Addition, according to the plat thereof, as recorded in Plat Book 107, Page 81 of the Public Records of Pinellas County, Florida.

Parcel ID: 26-31-16-44450-001-0010

Mailing Address:
2240 9th Ave South, St Petersburg, Pinellas County, FL 33712
REVISED EXHIBIT "A"
(area reduced from original Agreement)

Legal Description:
South Parcel (Museum and Gardens): THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 26, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AND BEING A PORTION OF BLOCK 1 OF JORDAN PARK REPLAT AS SHOWN IN PLAT BOOK 123, PAGES 89 THROUGH 91, PINELLAS COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 1 OF SAID JORDAN PARK REPLAT, LOCATED AT THE SOUTHWEST INTERSECTION OF 9TH AVENUE SOUTH AND 22ND LANE SOUTH, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00°35'00" EAST, A DISTANCE OF 282.09 FEET TO A POINT LOCATED 7 FEET SOUTH OF THE EASTERLY EXTENSION OF AN EXISTING 6 FOOT CHAINLINK FENCE; THENCE NORTH 89°40'00" WEST PARALLEL TO AND STAYING 7 FEET SOUTH OF SAID FENCE, A DISTANCE OF 172.00 FEET; THENCE NORTH 00°35'00" WEST, A DISTANCE OF 281.51 FEET TO THE SOUTH RIGHT-OF-WAY OF 9TH AVENUE SOUTH; THENCE NORTH 89°28'25' EAST ALONG THE 9TH AVENUE SOUTH RIGHT-OF-WAY, A DISTANCE OF 172.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 48,469.40 SQUARE FEET OR 1.1127 ACRES, MORE OR LESS.

PARCEL ID: A PORTION OF 26-31-16-44454-001-0000

AND

North Parcel (Parking Area): Block 1, Lot 1, Jordan Park Addition, according to the plat thereof, as recorded in Plat Book 107, Page 81 of the Public Records of Pinellas County, Florida.
Parcel ID: 26-31-16-44450-001-0010

Mailing Address:
2240 9th Ave South, St Petersburg, Pinellas County, FL 33712
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Memorandum of Understanding ("MOU") with the Dr. Carter G. Woodson African American Museum Inc., a 501(c)3 entity, for the use of the City-owned property located at 2240 - 9th Avenue South, St. Petersburg, for a period of sixty (60) months for yearly rental payments of one dollar ($1.00), which is due and payable upon execution of the MOU and thereafter on the 1st day of January each year; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate & Property Management received a request from City Administration to purchase the property located at 2240 - 9th Avenue South, St. Petersburg ("Premises"), which was authorized by Resolution No. 2015-332 at the July 23, 2015 City Council meeting. The Premises includes a ±1.11 acre site improved with a ±3,500 square foot building ("Building") originally constructed in 1943 to serve as the offices for the Jordan Park housing development, a paver-path landscaped garden with a fountain and other site improvements and an improved parking lot that is located on the north side of 9th Avenue South with an area of ±0.88 acres and contains ±25 spaces. The Building, which was updated in conjunction with the Jordan Park housing project upgrades and funded by a multi-million dollar federal grant, is the current location of the Dr. Carter G. Woodson African American Museum Inc., a 501(c)3 entity ("Museum").

The federal grant, as part of the HOPE VI Revitalization Plan - Jordan Park Florida, required an African-American museum highlighting Jordan Park’s community history to be established, maintained and operated on the Premises for a minimum of forty (40) years unless the restrictions are removed by HUD or its successor or assign. In an effort to continue the present African-American museum being operated at the site by the Museum, Administration directed the development of a Memorandum of Understanding ("MOU") with the Museum to allow the Museum to remain in operation at the Premises.

The Museum has executed the MOU for a term of sixty (60) months, subject to City Council approval, with the following major business points:

The Museum shall:

• Provide yearly rental payments to the City of one dollar ($1.00), which is due and payable upon execution of this MOU and thereafter on the 1st day of January each year.
• Operate the Premises as a museum with a secondary function as a cultural center.
• Provide ordinary and routine maintenance for the Premises and maintain the Building in good working order and repair at all times.
• Provide all lawn service and grounds maintenance, including minor irrigation repairs to all areas of the Premises.
• Place utilities including, but not limited to, water, sewer, electric, telephone, cable, internet, etc. in the name of the Museum and make payments for same.
• Provide minor HVAC maintenance (e.g. filter changes and FREON replacement).
• The Museum will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Museum's use of the Premises.

The City shall:

• Provide extraordinary maintenance to the Building and mechanical systems. This includes, but is not limited to, major HVAC system repairs (air handler, condenser), electrical, plumbing and major light fixture repairs.
• Provide for capital repairs and replacements to the Building (i.e. roof, Building exterior).
• Promote Museum attractions/events through the City’s Marketing Department.

Under the terms of the MOU, the City is under no obligation to provide a replacement facility under any circumstances. The MOU may be mutually terminated by the City or the Museum at any time during the course of the Term by either party providing sixty (60) days advanced written notice to the other party of its intent to terminate this MOU.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Memorandum of Understanding ("MOU") with Dr. Carter G. Woodson African American Museum Inc., a 501(c)3 entity, for the use of the City-owned property located at 2240 – 9th Avenue South, St. Petersburg, for a period of sixty (60) months for yearly rental payments of one dollar ($1.00), which is due and payable upon execution of the MOU and thereafter on the 1st day of January each year; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

APPROVALS: Administration

Budget: N/A

Legal:

(As to consistency w/attached legal documents)
Legal: 00318945.doc V. 3
Resolution No. 2017 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A MEMORANDUM OF UNDERSTANDING ("MOU") WITH THE DR. CARTER G. WOODSON AFRICAN AMERICAN MUSEUM INC., A 501(C)3 ENTITY, FOR THE USE OF THE CITY-OWNED PROPERTY LOCATED AT 2240 - 9TH AVENUE SOUTH, ST. PETERSBURG, FOR A PERIOD OF SIXTY (60) MONTHS FOR YEARLY RENTAL PAYMENTS OF ONE DOLLAR ($1.00), WHICH IS DUE AND PAYABLE UPON EXECUTION OF THE MOU AND THEREAFTER ON THE 1ST DAY OF JANUARY EACH YEAR; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from City Administration to purchase the property located at 2240 – 9th Avenue South, St. Petersburg ("Premises"), which was authorized by Resolution No. 2015-332 at the July 23, 2015 City Council meeting; and

WHEREAS, the Premises includes a ±1.11 acre site improved with a ±3,500 square foot building ("Building") originally constructed in 1943 to serve as the offices for the Jordan Park housing development, a paver-path landscaped garden with a fountain and other site improvements, and an improved parking lot that is located on the north side of 9th Avenue South with an area of ±0.88 acres and contains ±25 spaces; and

WHEREAS, the Building, which was updated in conjunction with the Jordan Park housing project upgrades and funded by a multi-million dollar federal grant, is the current location of the Dr. Carter G. Woodson African American Museum Inc., a 501(c)3 entity ("Museum"); and

WHEREAS, the federal grant, as part of the HOPE VI Revitalization Plan - Jordan Park Florida, required an African-American museum highlighting Jordan Park's community history to be established, maintained and operated on the Premises for a minimum of forty (40) years unless the restrictions are removed by HUD or its successor or assign; and

WHEREAS, in an effort to continue the present African-American museum being operated at the site by the Museum, Administration directed the development of a Memorandum of Understanding ("MOU") with the Museum to allow the Museum to remain in operation at the Premises; and
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- The Museum will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Museum’s use of the Premises.
- The MOU may be terminated without cause by either party with twelve (12) months written notice prior to the scheduled date of termination.

The City shall:

- Provide extraordinary maintenance to the Building and mechanical systems. This includes, but is not limited to, major HVAC system repairs (air handler, condenser), electrical, plumbing and major light fixture repairs.
- Provide for capital repairs and replacements to the Building (i.e. roof, Building exterior).
- Promote Museum attractions/events through the City’s Marketing Department; and

WHEREAS, under the terms of the MOU, the City is under no obligation to provide a replacement facility under any circumstances; and

WHEREAS, the MOU may be mutually terminated by the City or the Museum at any time during the course of the Term by either party providing sixty (60) days advanced written notice to the other party of its intent to terminate this MOU.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is hereby authorized to execute a Memorandum of Understanding ("MOU") with Dr. Carter G. Woodson African American Museum Inc., a 501(c)3 entity, for the use of the City-owned property located at 2240 – 9th Avenue South, St. Petersburg, for a period of sixty (60) months for yearly rental payments of one dollar ($1.00), which is due and payable upon execution of the MOU and thereafter on the 1st day of January each year; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00318945.doc V. 3

APPROVED BY:

Clay Smith, Director
Downtown Enterprise Facilities

APPROVED BY:

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

Consent Agenda

Meeting of April 20, 2017

TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Memorandum of Understanding ("MOU") with the Dr. Carter G. Woodson African American Museum Inc., a 501(c)3 entity, for the use of the City-owned property located at 2240 – 9th Avenue South, St. Petersburg, for a period of sixty (60) months for yearly rental payments of one dollar ($1.00), which is due and payable upon execution of the MOU and thereafter on the 1st day of January each year; and to execute all documents necessary to effectuate same; and providing an effective date.

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COST/FUNDING/ASSESSMENT INFORMATION: N/A

APPROVALS: Administration: ________________________________

Budget: _______________ N/A _______________

Legal: ________________________________

(As to consistency w/attached legal documents)
Legal: 00318945.doc V.3
Resolution No. 2017 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A MEMORANDUM OF UNDERSTANDING ("MOU") WITH THE DR. CARTER G. WOODSON AFRICAN AMERICAN MUSEUM INC., A 501(C)3 ENTITY, FOR THE USE OF THE CITY-OWNED PROPERTY LOCATED AT 2240 - 9TH AVENUE SOUTH, ST. PETERSBURG, FOR A PERIOD OF SIXTY (60) MONTHS FOR YEARLY RENTAL PAYMENTS OF ONE DOLLAR ($1.00), WHICH IS DUE AND PAYABLE UPON EXECUTION OF THE MOU AND THEREAFTER ON THE 1ST DAY OF JANUARY EACH YEAR; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, under the terms of the MOU, the City is under no obligation to provide a replacement facility under any circumstances; and

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NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is hereby authorized to execute a Memorandum of Understanding ("MOU") with Dr. Carter G. Woodson African American Museum Inc., a 501(c)3 entity, for the use of the City-owned property located at 2240 – 9th Avenue South, St. Petersburg, for a period of sixty (60) months for yearly rental payments of one dollar ($1.00), which is due and payable upon execution of the MOU and thereafter on the 1st day of January each year; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL: APPROVED BY:

City Attorney (Designee) Clay Smith, Director
Legal: 00318945.doc V.3 Downtown Enterprise Facilities

APPROVED BY:

Bruce E. Grimes, Director
Real Estate and Property Management
RESOLUTION NO. 2017-_____

A RESOLUTION REGARDING THE POTENTIAL FOURTH ROUND OF THE PENNY FOR PINELLAS ONE-CENT LOCAL OPTION SALES SURTAX PROGRAM; REQUESTING ADMINISTRATION TO PROVIDE THE PUBLIC WITH FACTUAL INFORMATION REGARDING THE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Penny for Pinellas is a one-cent local option sales surtax program that has provided funding for key countywide facilities and critical community projects, including bridges, roads, sidewalks, stormwater projects, seawalls, recreation centers, libraries, public safety vehicles, fire stations, and the soon-to-be-constructed Police station (the "Penny Program"); and

WHEREAS, the first round of the Penny Program, which ran from 1990–2000, was followed by two additional rounds, running from 2000–2010 and 2010–2020, respectively; and

WHEREAS, Pinellas County, the City of St. Petersburg, and the other municipalities of the county are currently developing a program of projects to be funded by a potential fourth round of the Penny Program that would run from 2020–2030; and

WHEREAS, the City Council of the City of St. Petersburg, Florida, believes that the funding provided by such a fourth round of the Penny Program would provide a considerable public benefit to the City of St. Petersburg.

NOW, THEREFORE, BE IT RESOLVED by the City Council that there should be a fourth round of the Penny Program running from 2020–2030.

BE IT FURTHER RESOLVED that the City Council requests that Administration provide the public with factual information regarding the projects funded by the first three rounds of the Penny Program.

This resolution will become effective immediately upon its adoption.

Approved as to form and content:

[Signatures]

City Attorney (Designee) Administration
Respectfully requesting City Council increase the dollar value threshold for City Council review and approval from $50,000 to $100,000 for the following items:

- Procurement of goods (i.e. supplies, part, vehicles, software, etc.)
- Procurement of non-construction services (i.e. software maintenance, repair contracts, custodial services, etc.)

The following items will continue under the $50,000 threshold:

- All services classified under the procurement code as professional services, including but not limited to all A/E agreements and construction managers, and consultants and all related task orders.

**Rationale:**

To lower the workload across the City organization.

Amy Foster, Council Member
District 8
ACTION DESIRED:

Respectfully requesting City Council refer to the Public Services & Infrastructure Committee a discussion on plan review and inspection services for the Planning and Economic Development Department including information from Administration on strategies utilized to recruit and retain talent in this area.

Amy Foster, Council Member
District 8
Respectfully requesting a referral to the Housing Services Committee to consider an amendment to the City Code to require both low flow toilets and R-30 attic insulation in rental housing.

RATIONALE:

Approximately 40% of the housing in St. Petersburg is rented. Rental rates have been rising at about 15% annually which is causing considerable financial stress among a large share of those renting. The single most impactful way to reduce the operational cost of rental housing is to insure that the units have low flow toilets, which have been required in new construction for many years, and R-30 insulation in the attic. The net cost, after rebates, if upgrades are needed is typically under $500 with the annual utility savings exceeding this cost. The St. Petersburg Housing Authority has indicated a willingness to include this requirement in their inspections of the 3,800 housing units that they subsidize.

Karl Nurse, Council Member
District 6
TO: Members of City Council

DATE: April 7, 2017

COUNCIL DATE: April 20, 2017

RE: Commerce Park Update

ACTION DESIRED:

Respectfully requesting an update on Commerce Park.

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

DATE: April 7, 2017

COUNCIL DATE: April 20, 2017

RE: I-275 Underpass Project Update

______________________________________________________________________________

ACTION DESIRED:

Respectfully requesting an update on the I-275 underpass project on Historic 22\(^{nd}\) Street South.

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

DATE: April 13, 2017

COUNCIL DATE: April 20, 2017

RE: Proposed Land Swap

ACTION DESIRED:

Respectfully requesting Administration to research and report back to City Council on a potential land swap. The city would receive the FDOT site at Maximo Park in exchange for the land that was purchased for a city gas station as part of the bio solids project. The gas station property is located on the south side of 26th Ave. S., between I-275 and the back of businesses whose frontage is on 34th St. S.

Water resources has indicated that the land is not likely to be needed for the gas station, thereby potentially making it available for the proposed land swap.

Steve Kornell, Council Member
District 5
ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE

Minutes
April 13, 2017
8:00 – City Hall – Room 100

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

Absent: None

Also: Councilmember Steve Kornell; Chief Assistant City Attorney, Jeannine Williams; City Auditor, Bradley Scott; Finance Director, Anne Fritz; City Architect, Raul Quintana; Sr. Energy Engineer, Lisa Glover-Henderson; PD Asst. Chief, Michael Kovacsev; PD Administrative Services Manager, Michael MacDonald; City Council Administrative Officer, Cindy Sheppard; Sustainability Manager, Sharon Wright; Fire Division Chief, Dean Adamides and Senior Deputy City Clerk, Cathy E. Davis.

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

B. Approval of Agenda
In connection with the approval of the April 13th meeting agenda, Councilmember Gerdes motioned that the agenda be approved as written. All were in favor of the motion. Ayes. Kennedy. Gerdes. Rice. Nurse. Nays. None. Absent. None. Montanari (alt).

C. Approval of Minutes
1. March 30, 2017
In connection with the approval of the March 30th, meeting minutes, Councilmember Gerdes motioned that the minutes be approved with two corrections. All were in favor of the motion. Ayes. Kennedy. Gerdes. Rice. Nurse. Nays. None. Absent. None. Montanari (alt).
D. New/Deferred Business

1a. Police Headquarters

D1a1. Financing Plan (Anne Fritz) Ms. Fritz reviewed the financing plan regarding the Police Headquarters project which was included in the backup material. She stated there are varying funds being used from a revenue side. The plan has been to pay for the project with Penny for Pinellas dollars, the amount committed through FY2016 and prior years is $29.6M. Ms. Fritz reviewed estimates for the coming fiscal years up to and including FY2020. For the Police Headquarters facility the commitment amount that would be the source of repayment from Penny for Pinellas including the cash component and debt component is $49.8M. This information is detailed in the spreadsheet included in the backup.

Ms. Fritz has received bids back for financing where the bond proceeds would be at $55.2M and that would allow the City to enter into contracts for the various components of Police Headquarters (training facility, parking garage, and QECB component). There could be other components that could theoretically qualify under the QECB. Ms. Fritz reviewed the provided spreadsheet numbers and components. Ms. Fritz also stated that we have very positive results in terms of financing costs.

The committee took no action today and Ms. Fritz will come back in two weeks to the April 27th Budget, Taxation and Finance Committee meeting with modified amounts tied to the actual bids. At that meeting Ms. Fritz will require action on a recommendation for award of the debt and a resolution to execute the debt instruments. The plan would then be to go to City Council and close the second week of May.

D1a2. Photovoltaic Panels (Raul Quintana) Mr. Quintana opened the discussion with a review and that the team was waiting on bids that should be back next Thursday. Mr. Quintana stated the bids included the following alternatives: a base bid on the 195 MPH wind rating, bids on 156 MPH wind rating which is code for this building, and they also asked contractors provide options that included alternative cost savings. Mr. Quintana turned the presentation over to Ms. Glover-Henderson who reviewed the PowerPoint presentation and backup material. Ms. Glover-Henderson gave a summary of changes to the model and advised that the spreadsheets are setup and are ready to plug in the numbers when they receive the actual bids.

Questions and discussion from the committee included: feedback from contractors regarding wind-speed ratings, bids from contractors that would come in at the max budget of $2.75 million and the number of bids not be limited to three. Further discussion included funding the separate portions of the project i.e. only the infrastructure and not the solar panels. It was stated that the costs for infrastructure or solar panels would be roughly 50/50 of the overall costs.

The efficiency of the solar panel system was a significant part of the conversation. There was concern that technology is getting more efficient and buying panels now will allow degradation of the panels and a situation where we miss out on better technology in the coming years. The committee discussed the possibility of making the structure solar ready with the anticipation of installing the solar panel portion when the technology is more efficient, possible 4-6 years down the road. With this suggestion, Ms. Fritz said that the project may become ineligible for the QECB credit. Ms. Fritz commented that the QECB credit is not tied specifically to this solar project but could be used for other things that meet criteria. In addressing technological advances, Ms. Glover-Henderson mentioned that the technology related to the electrical components and conduits shouldn’t change. It’s the solar panel technology that’s changing and those won’t be bought and stored, rather bought when ready to be installed.
A question came up on why the Federal credit was removed from the spreadsheet. Ms. Glover-Henderson explained that because we don’t pay federal taxes, we can’t claim this credit.

On a question of the potential advantages of delaying the whole solar installation project, Mr. Quintana spoke to the cost savings of proceeding with building the structure and solar together. The savings of doing the infrastructure now is that all the resources will be available at the job site to do it then, otherwise, there will be a mobilization costs to get staff and equipment back out there. Mr. Quintana offered to come back with an answer after speaking with the contractor, but noted there will be savings to do it together (build garage, install solar).

A short discussion ensued regarding clean energy. CM Rice mentioned the city’s commitment to energy conservation and clean air and wants to commit to clean energy policies. CM Rice asked for Engineering to take a step back and look at the comprehensive steps taken for efficiency – windows, HVAC system, etc. – and show the public that the City is taking numerous steps towards efficiency, not just through solar power.

In connection the topic Photovoltaic Panels at new police garage facility CM Gerdes motioned to defer this item until the April 27th BF&T meeting and for staff to come back with the bid information. All were in favor of the revised motion. Ayes. Kennedy. Gerdes. Rice. Nurse. Nays. None. Montanari (Alt.)

E. Upcoming Meetings Agenda Tentative Issues

1. April 27, 2017
   a. Police Headquarters – Part 2 Photovoltaic Panels and Financing Plan (Anne Fritz/Raul Quintana)
   b. Consideration of a requirement for a city contractor 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. (CM Nurse)

2. May 11, 2017
   a. Forgotten Firefighters (Chris Guella)
   b. Quarterly Financial Reports (Anne Fritz)
   c. Airbnb to collect sales tax and tourist taxes from guests (Legal)

F. New Business Item Referrals

G. Adjournment
There being no further business, the meeting was adjourned at 9:23 a.m.
1) Call to Order – 9:33 a.m.

2) Approval of Agenda – Motion for approval by CM Gerdes, all in favor

3) Approval of Minutes - March 23, 2017 - Motion for approval by CM Gerdes, all in favor

4) New Business – Private Laterals Pilot Rebate Program – Claude Tankersley

   a) Mr. Tankersley reviewed a presentation about inflow and infiltration issues, challenges with private programs, different program options, sample programs from surrounding government jurisdictions, potential program roadblocks and a recommended path forward. He stated he hopes that the county-wide technical working group will have a plan in place for a program to start sometime in 2018. He stated that a grant request for a pilot lateral program has been modified to be a multi-county wide program and that the Tampa Bay Estuary Program has expressed interest in being the leading agency.

   b) CM Nurse prefers that the program start with the worst affected areas and that we put together a bulk repair program where the city pays the costs up front and the citizens pay the City back. He stated that the first step for the program would be to write an ordinance that gives the City the right to inspect private property and asked Mr. Tankersley to speak to his recommended inspection techniques. Mr. Tankersley said he would like to consider using several inspection techniques. Legal stated that they need to research and have concerns about fourth amendment issues related to inspection techniques.

   c) CM Foster inquired if fourth amendment concerns might be alleviated if the City opted to use a variety of inspection techniques, including less invasive options. Legal said they would have to review.

   d) CM Kennedy asked Legal their thoughts on other local municipalities’ programs. Dema stated that they are comfortable generally with affirmative duty and enforceability language as well as punitive language, but where they see concern is in the inspection
process, not the duty to maintain. CM Kennedy asked if any of the ordinances have been challenged due to fourth amendment concerns. Dema stated that as it relates to these sorts of public works projects, fourth amendment issues are routinely at the top of the list of legal concerns around the nation, as well as if use of public money for these sorts of projects is appropriate. Dema stated he believes it is an appropriate use of public money.

e) CM Kennedy made a motion for Council to support the City taking a multi-county approach to the pilot program. He also requested that Legal coordinate with the technical working group throughout the process of the pilot program conceptualization so the program proposal is viable by the time it makes it back to Council for further consideration. He also asked they request an opinion from the Attorney General’s office. Legal stated they would comply with all the requests.

f) CM Montanari asked how other municipalities handle inspections. Tankersley stated that past the general information provided in the report, they do not have specific information. CM Montanari asked how some of the fees in some of the case studies were so low. Tankersley stated he didn’t have specific answers to the fee structures of other cities. CM Montanari asked if any other professionals were attending the technical group meetings regularly. Tankersley stated no, but that the City staff routinely meet with other stakeholders and share their progress and informally receive feedback.

g) CM Foster asked if there is a database of homes that need attention. Tankersley stated there are several logs and that staff is currently working on aggregating those logs into one central database. CM Foster asked for a status update on the phase two project. Tankersley stated they were due to receive data results next week from the past six months of data collection.

h) CM Gerdes asked if we would be obligated to have the same funding mechanism as other cities and counties if we take this multi-county approach. Tankersley stated no, and that there will be flexibility in the funding method for individual jurisdictions. CM Gerdes asked if we can implement a rate increase before the project begins. Legal said they would look into it. CM Gerdes asked if we can use Penny for Pinellas to fund the project. Legal said they would research it. CM Gerdes asked when the anticipated start date would be. Tankersley stated he would have to review their timeline, but he recalls that creating an ordinance, the first step in the process, would take an estimated three to four months. CM Gerdes inquired about the cost of an inspection. Pinellas County Utilities staff stated approximately $300. CM Gerdes asked if we consider paying for the more critical areas to get the inspections.

i) CM Nurse stated that if we cannot work out the inspection process, the rest of the project is virtually null. He stated we should consider an opt-out process for mandatory inspections.

j) CM Kornell stated he thinks that if we pay for the inspections, we also need to fix some of the repairs. He stated he thinks the City should stay out of the process as much as possible, and we should consider making inspections mandatory and give some guidelines, and let the rest of the process be handled privately. He stated he is not in favor
of raising water rates and that they may need to consider a reprioritization of the capital budget. CM Kennedy stated that was an item for discussion in an upcoming BF&T committee meeting.

k) All in favor of CM Kennedy’s motion, passes unanimously.

5) New Business - Update on zoning for marijuana dispensaries – Dave Goodwin and Michael Dema

a) Mr. Goodwin presented an interactive dispensary location analysis using different scenarios discussed by the committee at the previous PSI meeting.

b) Mr. Dema stated he researched the six state bills related to marijuana dispensaries. He found that only two bills have school distance requirements, one with a requirement of 500 ft and another with the requirement of 1,000 ft. The bill with the 500 ft requirement has made it through the appropriations committee. He stated that there are a range requirements in the bills, including a bill which would allow cities to ban the dispensaries all together and a different bill that would state that you cannot ban dispensaries. There is one bill that has signage requirements that ban certain marketing logos/iconography. There are some bills with permitting caps per county, and some bills that state that dispensaries’ distance from one another will be the same as the requirements for businesses permitted to sell alcohol. He stated that pre-emption is generally light in comparison to bills on other topics. He stated there are no grandfathering provisions for local zoning.

c) CM Montanari asked if businesses could apply for a variance should the city enact an ordinance. Goodwin stated it would depend on how the variance was written. Dema stated that if a state bill passes that addresses variances, the City would adopt that language.

d) CM Montanari motioned that the City adopt an ordinance with the strictest distance requirements.

e) Dema stated that we shouldn’t have any expectations that anything we pass at the local level will stick if one of the state bills passes.

f) CM Gerdes motioned that the issue be brought back to PS&I once the legislative session is over. CM Montanari withdrew his motion. All in favor of the motion by CM Gerdes.

6) Adjournment – 11:15 a.m.
CITY OF ST. PETERSBURG
Energy, Natural Resources and Sustainability Committee
Thursday, April 13, 2017 11:00 a.m.

PRESENT:  Vice-Chair Kornell, Councilmembers Karl Nurse, Ed Montanari, and Lisa Wheeler-Bowman (Alternate)

ABSENT:  Chair Darden Rice

ALSO:  Assistant City Attorney Michael Dema, Sustainability Manager Sharon Wright, City Clerk Specialist, Paul Traci

Vice-Chair Kornell called the meeting to order and the following topics were discussed:

Approval of February 9, 2017 Minutes:  Passed 3-0

2017 Sustainability Summit Debrief
The Sustainability Summit held on April 4, 2017 at Enoch Davis Recreation Center had 130 participants sign in for networking with local organizations and learning from three local scientists, Gary Mitchum, College of Marine Science, Heidi Stiller, NOAA, and Maya Burke, Tampa Bay Estuary Program. Video available: Video: https://youtu.be/FWgf2vsuwNk

Sharon highlighted participating organizations and student volunteers. Vice Chair Kornell suggested nominating those students as Sunshine Ambassador’s Award.

Project/Program Updates

Misc. Updates
- Integrated Sustainability Action Plan (ISAP) will be out end of February
  - 8 Proposals, short list 4/28, interviews 5/23
- County Vulnerability Assessment
  - Selection Committee - 4/25
- Final reports out April 2017: STAR Communities & ULI Resiliency & Equity
- Office of Sustainability present(ed) at April 19 CONA meeting

Energy efficiency/100% Clean Energy Update
- League of Women Voters (LWV) collaboration underway – solar co-ops/solar arrays
  - Grant applications & partnership
  - Working on proposal for city collaboration and as potential funding partner
- Pier District – discussions with community partners for renewable energy have all approached the city with long-term, community-minded renewable energy investments that may start with Pier District for excitement and visibility. Sharon communicated that the tone of the conversations have been open to a variety of ideas and structures for partnership and that allocating or prioritizing some funding for renewables in the Pier District would not likely diminish the potential for funding assistance.

- Energy Efficiency & Retrofits Analysis + Financing Options
  - Concluding 4 audits + USF presentations
Substantial data collection April/May
Final analysis and estimate for city retrofit program June 2016
Estimate to factor into “energy” bonding program

Councilmember Nurse asked if the analysis would be in time for budget cycle. Sharon Wright responded it was not clear how it would work with budget cycle and would follow up.

Councilmember Nurse commented that the money being returned from the Cross-Bay Ferry should return to the BP Settlement funding pot rather than General Revenue fund. Sharon said that she would follow up on that as well.

Tree Planting Program
- Tree Czar/Mayor Fischer Corridors – fieldwork complete
- Currently coordinating utilities, transportation, water, engineering projects
- Technical peer review April 26
- Working toward a public meeting first week of May
- Bring full recommendations to City Council June/July 2017
- Allocate funding
- Plant trees

Sharon asked ENRS Committee for direction on how to include input from City Council members. Council members said they could share and gather information at upcoming neighborhood association meetings. Sharon will print maps and brief information for each council member to use for information gathering.

CONA, Earth Day, and public meeting will also provide opportunities to solicit input from community.

Green Fleets Program – rough schedule of activities
- April-May 2017 – research, data collection & tracking and establish working group
- June – September 2017 – working group, data collection, policy/resolution/ordinance development
- October/November – present policy to ENRS
- March 2018 -2019 – pilot related to replacement list and budgeting
- October 2018 – integrate ISAP results, make adjustments as-needed; set alt fuel goals & milestones
- Full implementation 2020

Earth Day Announcement
- Saturday, April 22, Williams Park 10 a.m. – 5 p.m.
  - Music, local organizations, businesses and vendors
ENRS COMMITTEE
APRIL 13, 2017

2017 SUSTAINABILITY SUMMIT DEBRIEF

- 130 signed in
- Estimate 150 all told
- Networking
- Speakers
- Local Organizations

Video: https://youtu.be/FWy2QsLwN8

SPEAKERS – CLIMATE SCIENCE & SUSTAINABILITY SUMMIT

Gary Mitchum, Associate Dean, Professor, USF College of Marine Science

Heidi Stiller, Coastal Management Specialist, NOAA

Maya Burke, Technical Projects Coordinator, Tampa Bay Estuary Program
TAKE ACTION HERE! 
TODAY’S PARTICIPATING GROUPS – THANK YOU! 

- 2020 Task Force 
- Boyd Hill Nature Preserve 
- Chart 411 - Earth Day 
- Citizen-led St. Petersburg Sustainability Council (SPSC) 
- Citizens’ Climate Lobby 
- Deuces Live – Second Saturday Art Walk 4/8 
- Edible Peace Patch 
- Florida Solar Energy Industries Association 
- League of Women Voters 

TAKE ACTION HERE! 
TODAY’S PARTICIPATING GROUPS – THANK YOU! 

- Outdoor Afro 
- PSTA 
- Sierra Club 
- St. Pete Sigmas 
- Sustainable Urban Agriculture Coalition (SUAC) 
- Tampa Bay Watch 
- Urban Land Institute (ULI) 
- City – Water Conservation, Sanitation, Sustainability + More 

THANK YOU – STUDENT VOLUNTEERS 

- Philip Czarneck, SPC 
- Corey Puzzo, USFSP 
- Sara Snader, USFSP 
- Lakesia Rogers, Boca Ciega High School
PROJECT/PROGRAM UPDATES

- Integrated Sustainability Action Plan (ISAP)
- 8 Proposals, short list 4/28, interviews 5/23
- County Vulnerability Assessment
- Selection Committee - 4/25
- ULI Resiliency Report – Final Report April 2017
  - National website
  - Prints go out
  - UrbanLand Newsletter
- Local outreach – county, region, developers
- STAR Communities – Final Report April 2017
- CONA 4/19 – Sustainability Update

ENERGY EFFICIENCY/100% CLEAN ENERGY UPDATE

- League of Women Voters
- Grant applications & partnership
- Solar co-op/solar array
- Working proposal for city collaboration and funding partner
- City Projects + Renewables
  - Police Headquarters + Training Center
  - Pier District
- Energy Efficiency & Retrofits Analysis + Financing Options
  - Consulting & audits + USF presentations
  - Substantial data collection April/May
  - Final analysis and estimate for city retrofit program June 2016
  - Eliminate fee for “energy” funding program
  - QECB – included in PJG abatement rate proposal
  - Additional QECB financing option under evaluation

TREE PLANTING PROGRAM

- Tree Czar/Mayor Fischer Corridors – fieldwork complete
- Currently coordinating utilities, transportation, water, engineering projects
- Technical peer review April 26
- Public meeting first week of May
- City Council + Public Input
- Bring full recommendations to City Council June/July 2017
- Allocate funding
- Plant trees
GREEN FLEET PROGRAM

- April-May 2017 – research, data collection & tracking and establish working group
- June – September 2017 – working group, data collection, policy/resolution/ordinance development
- October/November – present policy to ENRS
- March 2018-2019 – pilot related to replacement list and budgeting
- October 2018 – integrate ISAP results, make adjustments as-needed; set alt fuel goals & milestones
- Full implementation 2020

SPECIAL THANK YOU – CHART 411 EARTH DAY***

***Low Waste Beverage Supplies Provided by Chart 411 – Thank You!
A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING ST. PETE EARTH DAY (WILLIAMS PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED AND/OR CONSUMED AT ITS VENUE, DURING ITS EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Pete Earth Day have has been approved as a Co-Sponsored Event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(d) of the City Code, that they it be exempt from the beer and wine only restrictions of the serving of alcoholic beverages set forth in City Code Section 21-38 (d) on the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at its venue, during its event; and

WHEREAS, St. Pete Earth Day will take place April 23, 2017 between the hours of 10:00 a.m. and 4:00 p.m. in Williams Park; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that St. Pete Earth Day (Williams Park) is exempt from the beer and wine only restrictions on the serving of alcoholic beverages in City Code Section 21-38 (d) on the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at its respective venue during the times and on the dates of its events as set forth herein.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: __________________________ Administration: __________________________

Legal: 00318652.doc V. 2
ST. PETERSBURG CITY COUNCIL

MEETING OF: April 20, 2017

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1576

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

LCA: 1576
NUMBER OF STRUCTURES: 36
ASSESSABLE AMOUNT: $16,660.18

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $16,660.18 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:
COUNCIL ACTION:

FOLLOW-UP: AGENDA NO.
**City of St. Petersburg ****

Special Assessments Division

FINAL ASSESSMENT ROLL

4-20-2017

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<th>MAILING ADDRESS</th>
<th>PARCEL ID</th>
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<td>THAT PT OF SE 1/4 OF SW 1/4 OF NE 1/4 LYING SW OF A C L RR R/W LESS S 40FT FOR RO R/W</td>
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<td>FROM SW COR OF NW 1/4 OF SW 1/4 OF SEC 30-31-17 TH E 270FT TH N 20FT FOR PDB TH N 145FT TH E 50FT</td>
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**TOTAL NUMBER OF ASSESSMENTS:** 36  **TOTAL ASSESSMENT AMOUNT:** 16,660.18
LOT CLEARING NUMBER 1576
COST / FUNDING / ASSESSMENT INFORMATION

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A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1576; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1576 have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the preliminary assessment rolls for Lot Clearing No. 1576 are approved; and

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
CONFIRMING PRELIMINARY ASSESSMENT FOR BUILDING SECURING NUMBER SEC 1222

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

SEC: 1222
NUMBER OF STRUCTURES 14
ASSESSABLE AMOUNT: $2,235.91

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $2,235.91 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: _________________________ AGENDA NO. ____________
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TOTAL NUMBER OF ASSESSMENTS: 14

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A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1222 ("SEC 1222") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so secured are listed on Securing Building No. 1222 ("SEC 1222"); and

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

WHEREAS, the City Council has held a public hearing on April 20, 2017, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1222 ("SEC 1222") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
ST. PETERSBURG CITY COUNCIL

MEETING OF: April 20, 2017

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number DMO 448

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

DMO: 448
NUMBER OF STRUCTURES: 6
ASSESSABLE AMOUNT: $75,645.48

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $75,645.48 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: ___________________

FOLLOW-UP: _________________________ AGENDA NO. _________
### FINAL ASSESSMENT ROLL

<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>ORIGINAL ASSESSMENT</th>
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<tbody>
<tr>
<td>DMO 0448 03230</td>
<td>BURROWES, LLOYD</td>
<td>9,365.56</td>
</tr>
<tr>
<td></td>
<td>9320 NW 46TH ST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUNRISE, FL 333515208</td>
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<tr>
<td>DMO 0448 03231</td>
<td>TRUST ID 25 31 16 29664 005 02</td>
<td>20,996.57</td>
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<td>PO BOX 580</td>
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<td></td>
<td>ENNIS, MT 597290580</td>
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<td>DMO 0448 03232</td>
<td>TEEMER, JANICE</td>
<td>14,705.73</td>
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<td>PUTNEY, GA 317820249</td>
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<td>DMO 0448 03233</td>
<td>CHRISTODOULOU, DIMITRIOS</td>
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<tr>
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<td>SAINT PETERSBURG, FL 337122514</td>
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<tr>
<td>DMO 0448 03234</td>
<td>ATWATER, MICHAEL A</td>
<td>19,185.40</td>
</tr>
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<td>2401 DR MARTIN LUTHER KING JR</td>
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<td>SAINT PETERSBURG, FL 337053542</td>
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<tr>
<td>DMO 0448 03235</td>
<td>CAMPBELL, D C EST</td>
<td>10,909.56</td>
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<td>2569 LANGDON AVE S</td>
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<td></td>
<td>SAINT PETERSBURG, FL 337122153</td>
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**TOTAL NUMBER OF ASSESSMENTS:** 6  
**TOTAL ASSESSMENT AMOUNT:** 75,645.48
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<tr>
<th>CATEGORY</th>
<th>AMOUNT TO BE ASSESSED</th>
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<td>Demolition Cost</td>
<td>$ 48,771.00</td>
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<tr>
<td>Asbestos Cost</td>
<td>$ 24,041.33</td>
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<tr>
<td>Legal Ad</td>
<td>$ 1,483.15</td>
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<tr>
<td>Engineer's Charge</td>
<td>$ .00</td>
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<tr>
<td>Administrative Fee</td>
<td>$ 1,350.30</td>
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<td>TOTAL:</td>
<td>$ 75,645.48</td>
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</table>
A RESOLUTION ASSESSING THE COSTS OF
DEMOLITION LISTED ON BUILDING DEMOLITION
NO. 448 ("DMO NO. 448") AS LIENS AGAINST THE
RESPECTIVE REAL PROPERTY ON WHICH THE
COSTS WERE INCURRED; PROVIDING THAT SAID
LIENS HAVE A PRIORITY AS ESTABLISHED BY
CITY CODE SECTION 8-270; PROVIDING FOR AN
INTEREST RATE ON UNPAID BALANCES;
AUTHORIZING THE MAYOR OR HIS DESIGNEE TO
EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN
THE PUBLIC RECORDS OF THE COUNTY; AND
PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so demolished are listed on Building Demolition No.
448 ("DMO No. 448"); and

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

WHEREAS, the City Council has held a public hearing on April 20, 2017, to hear
all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of
St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building
Demolition No. 448 ("DMO No. 448") as liens against the respective real property on which the
costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens
shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a portion of 7th Avenue South between 40th Street South and 42nd Street South and a portion of right-of-way at the intersection of 42nd Street South and an east/west alley between Fairfield Avenue South and 7th Avenue South. (City File No.: 17-33000002)

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 a portion of 7th Avenue South between 40th Street South and 42nd Street South and a portion of a turnaround right-of-way at the intersection of 42nd Street South and an east/west alley between Fairfield Avenue South and 7th Avenue South. The right-of-way of 7th Avenue South immediately to the west of this request was previously vacated.

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 City Departments and outside utility providers prior to the DRC hearing. Bright House, WOW and Duke Energy indicated that they had facilities in the rights-of-way to be vacated. Since the time of the DRC report, Bright House, WOW and Duke Energy have now indicated that they have no objection and so that condition of approval has been removed.

Public Comments: Prior to the DRC hearing, staff received two calls from the public. One was from Alsco Incorporated located on the east side of 40th Street South immediately to the east of the subject property. Another was from a business owner on 7th Terrace South, located on the south side of the Pinellas Trail. Neither indicated any concerns with the proposed vacation.
Subsequent to the DRC hearing another phone call was received requesting further information. No objection was received by staff.

The City’s Neighborhood Transportation Division has reviewed the proposed vacation and has no objection.

**DRC Action/Public Comments:** On March 1, 2017, 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 partial street and alley turn-around vacations, subject to the following conditions:


Attachments: Parcel Map, Aerial, Ordinance and Exhibit “A” 4 pages – Sketch and Legal Description, DRC Staff Report
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A PORTION OF 7TH AVENUE SOUTH BETWEEN 40TH STREET SOUTH AND 42ND STREET SOUTH AND A PORTION OF RIGHT-OF-WAY AT THE INTERSECTION OF 42ND STREET SOUTH AND AN EAST/WEST ALLEY BETWEEN FAIRFIELD AVENUE SOUTH AND 7TH AVENUE SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on March 1, 2017 (City File No. 17-33000002):

See Attached Sketch and Legal Description – Exhibit “A” 4 pages.

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

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


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]
PROPOSED 7TH AVE SOUTH RIGHT-OF-WAY VACATION:

THAT PORTION OF 7TH AVE SOUTH A 50' RIGHT-OF-WAY LYING SOUTHERLY OF PINELLAS CIGAR REPLAT AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 37 AT PAGE 20 OF THE PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, AND WESTERLY OF 40TH STREET SOUTH AS SHOWN ON SAID MAP OR PLAT OF SAID PINELLAS CIGAR REPLAT, AND EASTERNLY OF PARTIAL REPLAT OF BLOCK "W" – FAIRMOUNT PARK AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 75 AT PAGE 89 OF THE PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 22 TOWNSHIP 31 NORTH RANGE 16 EAST AS SHOWN ON SAID PLAT OF PINELLAS CIGAR REPLAT, THENE NB9°43'27"W ALONG THE SOUTHERLY LINE OF SAID SECTION 22, 50.00' TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS: THENE CONTINUE NB9°43'27"W ALONG THE SOUTHERLY LINE OF SAID SECTION 22, 360.00', THENE NB9°57'04"W ALONG THE EASTERLY PROJECTION OF THE SOUTHERLY LINE OF SAID PARTIAL REPLAT OF BLOCK "W" – FAIRMOUNT PARK, 109.17' TO A POINT MARKING THE SOUTHEASTERLY CORNER OF SAID PARTIAL REPLAT OF BLOCK "W" – FAIRMOUNT PARK; THENE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT BEING THE SOUTHERLY LINE OF SAID PARTIAL REPLAT OF BLOCK "W" FAIRMOUNT PARK, HAVING A RADIUS OF 808.33' PASSING THROUGH A CENTRAL ANGLE OF 04°20'03" SUBTENDED BY A CHORD BEARING AN DISTANCE OF NB9°45'34"E (MEASURED) NB8°19'39"E (PLAT) 61.13' AN ARC LENGTH OF 61.14' THENCE CONTINUE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID PARTIAL REPLAT OF BLOCK "W" – FAIRMOUNT PARK, ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 652.95' PASSING THROUGH A CENTRAL ANGLE OF 10°17'12" SUBTENDED BY A CHORD BEARING AND DISTANCE OF N73°28'28"E (MEASURED) N72°56'10"E (PLAT) 117.07' (MEASURED) 115.80 (PLAT) AN ARC LENGTH OF 117.23 (MEASURED) 115.95 (PLAT) TO THE SOUTHEASTERLY CORNER OF SAID PARTIAL REPLAT OF BLOCK "W" – FAIRMOUNT PARK; THENE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 20.00' ALSO KNOWN AS THE SOUTHWESTERLY BOUNDARY OF SAID PINELLAS CIGAR REPLAT, PASSING THROUGH A CENTRAL ANGLE OF 89°46'00", SUBTENDED BY A CHORD BEARING AND DISTANCE OF 54°45'27"E 28.23' AND ARC LENGTH OF 31.33' TO A POINT OF TANGENCY; THENE NB9°43'27"E ALONG THE SOUTHERLY LINE OF SAID PINELLAS CIGAR REPLAT ALSO KNOWN AS THE NORTHERLY RIGHT-OF-WAY OF SAID 7TH AVE SOUTH. 320.00' TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 20.00'; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 90°14'08", SUBTENDED BY A CHORD BEARING AND DISTANCE OF N49°29'28"E 28.34', AN ARC LENGTH OF 31.50' TO A POINT OF TANGENCY; THENCE 50°02'25"W ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID PINELLAS CIGAR REPLAT ALSO KNOWN AS THE WESTERLY RIGHT-OF-WAY LINE OF SAID 40TH STREET SOUTH. 70.08' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 23,396.84 SQUARE FEET MORE OR LESS.
**SKETCH & DESCRIPTION - NOT A SURVEY**

**POINT OF REFERENCE**

S 1/4 CORNER
SEC. 22 T31S R16E

40TH ST S (100' R/W)(P)

CENTERLINE R/W

212.80'(P) 500°02'25"W 70.08

POINT OF BEGINNING

FAIRFIELD AVE S (60' R/W)(P)

PINELLS CIGAR REPLAT
TRACT ONE PB 37 PG 20

DATE: FEB. 22, 2017 PROJECT #: 66140

SKETCH & LEGAL DESCRIPTION - NOT A SURVEY
PREPARED BY: LAWRENCE E. POWERS LS # 5505
PO BOX 48026, ST PETERSBURG, FL 33743
P: 727-537-9895 E: SURVEYINGSTPETE@GMAIL.COM

PAGE 2 OF 2
PROPOSED R/W VACATION:
A PORTION OF LOTS 9 AND 10 BLOCK "W" FAIRMOUNT PARK AS PER MAP OR
PLAT THEREOF AS RECORDED IN PLAT BOOK 3 AT PAGE 31 OF THE PUBLIC
RECORDS OF PINELLAS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS: AS A POINT REFERENCE COMMENCE AT THE SOUTHWESTERN
CORNER OF PARTIAL REPLAT OF BLOCK "W" FAIRMOUNT PARK AS PER MAP OR
PLAT THEREOF AS RECORDED IN PLAT BOOK 75 AT PAGE 89 OF THE PUBLIC
RECORDS OF PINELLAS COUNTY FLORIDA; THENCE NO*27'01"E (MEASURED)
NO*01'32"W (PLAT) ALONG THE WESTERLY LINE OF SAID PARTIAL REPLAT
OF BLOCK "W" FAIRMOUNT PARK, 140.23' (MEASURED). 140.24' (PLAT) TO
THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS: THENCE
CONTINUE NO*27'01"E (MEASURED) NO*01'32"W (PLAT) ALONG THE
EASTERLY RIGHT-OF-WAY LINE OF 42ND STREET SOUTH A (60' R/W). 19.71'
THENCE S89*46'25"E (MEASURED) N89*48'56"E (PLAT) ALONG THE
SOUTHERLY RIGHT-OF-WAY OF A 20' ALLEY 99.88' TO A POINT OF CURVATURE
OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 20.00'; THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL
ANGLE OF 89*48'17", SUBTENDED BY A CHORD BEARING AND DISTANCE OF
545*20'14"W (MEASURED) S44*53'42"W (PLAT) 28.24' AN ARC LENGTH
OF 31.36" (MEASURED) 31.35" (PLAT) TO A POINT OF
REVERSE CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS
OF 40.00'; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, PASSING
THROUGH A CENTRAL ANGLE OF 175*42'58" (MEASURED) SUBTENDED BY
A CHORD BEARING AND DISTANCE OF N89*36'48"W (MEASURED) S89*58'
28'W, 79.94" (MEASURED) 80.00' (PLAT) AN ARC LENGTH OF 122.67
(MEASURED) 125.66' (PLAT) TO THE POINT OF BEGINNING. SAID PARCEL
CONTAINS 4063.31 SQUARE FEET MORE OR LESS.

LEGEND:
- (FM) FIELD MEASURES
- (D) DEED
- (P) PLAT
- (R/W) RIGHT-OF-WAY
- (NR) NON RADIALLINE
- (IP) IRON PIPE
- (I/R) IRON ROD
- (CM) CONCRETE MONUMENT
- (E) ELECTRIC LINE
- (4.53) DENOTES ELEVATION
- (-T) TELEPHONE LINE
- (-X) FENCE
- (FM) FIRE HYDRANT
- ENC ENCROACHMENT
- (W) WATER VALVE
- (WM) WATER METER
- (CLF) CHAIN LINK FENCE
- " SECONDS SYMBOL
- ' DEGREES SYMBOL
W WEST
E EAST
S SOUTH
N NORTH
0 FOUND
• SET IRON ROD
□ SET CONCRETE MONUMENT
□ FOUND CONCRETE MONUMENT
(PC) POINT OF CURVATURE
(PT) POINT OF TANGENCY
A 1 INCH IRON PIPE OR
5/8 INCH REBAR WITH A
PLASTIC CAP LABELED LS
5505 IS SET WHERE SET IS
INDICATED ON THIS PLAT.
Exhibit "A" Page 4 of 4
FAIRMOUNT PARK BLOCK "W" PB 3 PG 31

LOT 8
125.0'(P)
50.0'(P)

LOT 7
50.0'(P)

LOT 6
45.0'(P)

PROPOSED R/W VACATION
4063.31 SQFT
A=122.67

RADIUS: 20.00'(P)
DELTA: 89°48'17"(FM)
ARC: 31.36'(FM) 31.35'(P)
CHORD: 28.24'(FM) 28.24'(P)
CHORD BRG:
N45°20'14"E (FM)
N44°53'42"E (P)

RADIUS: 40.00'(P)
DELTA: 175°42'56"
ARC: 122.67'(FM) 125.66'(P)
CHORD: 79.94'(FM) 80.00'(P)
CHORD BRG: S89°36'48"E (FM)
N89°58'25"E (P)

LOT 1 BLOCK A
PARTIAL REPLAT OF BLOCK "W"
FAIRMOUNT PARK PB 75 PG 89

POINT OF REFERENCE
N89°57'04"W 272.34'(FM)
S89°37'01"W 272.34'(P)
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 March 1, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 17-33000002

REQUEST: Approval of a vacation of a portion of 7th Avenue South between 40th Street South and 42nd Street South and a portion of right-of-way at the intersection of 42nd Street South and an east/west alley between Fairfield Avenue South and 7th Avenue South.

OWNER: City Wide Self Storage, LLC
2091 Oceanview Drive
Tierra Verde, Florida 33715

AGENT: Gary L. Burnside
PO Box 8401
Seminole, Florida 33775

ADDRESSES AND PARCEL ID NOS.: 690 42nd Street South; 22-31-16-26921-001-0010
661 40th Street South; 22-31-16-69624-000-0010

LEGAL DESCRIPTION: On File

ZONING: Industrial Traditional (IT)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a portion of 7th Avenue South between 40th Street South and 42nd Street South and a portion of a turnaround right-of-way at the intersection of 42nd Street South and an east/west alley between Fairfield Avenue South and 7th Avenue South.
The right-of-way of 7th Avenue South immediately to the west of this request was previously vacated.

The area of the rights-of-way proposed for vacation is depicted on the attached maps (Attachments “A” and “B”) and Sketch and Legal Description (Attachment “C”). The applicant’s goal is to consolidate the property for redevelopment. The proposed use is for both indoor and outdoor storage.

**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 City Departments and outside utility providers. Bright House, WOW and Duke Energy indicated that they have facilities in the rights-of-way to be vacated. An associated special condition of approval has been added at the end of this report.

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

   The vacation of the east west portion of 7th Avenue South will not have any effect on access to any lot of record. The applicant’s lots to the north can be accessed from both 40th Street South and 42nd Street South and from Fairfield Avenue South which is on the northern boundary of the subject property. The property immediately south of 7th Avenue is owned by the City of St. Petersburg and can be accessed from both 40th Street South and 42nd Street South on the east and west and from the Pinellas Trail which is immediately south of the City’s property.

   The western portion of the applicant’s property was replatted in 1974 and at that time the turnaround to be vacated was dedicated. The vacuum of the turnaround will not affect access to any lot of record, and its presumed use is no longer required by the City’s Fire or Sanitation services.
3. The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.

The vacation of the subject right-of-ways will not create dead end rights-of-way. The portion of 7th Avenue further to the west was previously vacated at the time of the 1974 replat. The 20 foot alley will remain connected to both 43rd Street South and 42nd Street South.

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.

There is no present or future need for the rights-of-way for public vehicular or pedestrian access, or for public utility corridors. The three private utility companies which have facilities in the rights-of-way to be vacated will be protected by the suggested condition of approval at the end of this report.

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

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 Childs Park Neighborhood Association. This is also located in the Dome Industrial Park Target Employment Center. There are no neighborhood plans or policies in the Target Employment Center which affect vacation of right-of-way in this area of the City.
Comments from Agencies and the Public. Staff received two calls from the public. One was from Alsco Incorporated located on the east side of 40th Street South immediately to the east of the subject property. Another was from a business owner on 7th Terrace South, located on the south side of the Pinellas Trail. Neither indicated any concerns with the proposed vacation.

The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection. As noted above, there are private utilities within the rights-of-way proposed for vacation.

RECOMMENDATION. Staff recommends APPROVAL of the proposed street and alley turn around 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 private utilities and services by either providing a public utility easement covering any portion of rights-of-way within the areas to be vacated which contain utilities, or relocating private utilities at the owner's expense, or by granting a private easement to the subject utility company. 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.


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

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: February 1, 2017
SUBJECT: Right of way - Vacation
FILE: 17-3300002

LOCATION: 690 42nd Street South; 22/31/16/26921/001/0010
AND PIN: 661 40th Street South; 22/31/16/69624/000/0010
ATLAS: L-3
PROJECT: Right of Way - Vacation
REQUEST: Approval of a vacation of a portion of 7th Avenue South between 40th Street South and 42nd Street South and a portion of right of way at the intersection of 42nd Street South and an east-west alley between Fairfield Avenue South and 7th Avenue South.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the vacation request provided that a minimum 20-foot wide alley right of way remains along the northern boundary of Parcel 2 (22/31/16/26921/001/0010).
PROPOSED 7TH AVE SOUTH RIGHT-OF-WAY VACATION:

THAT PORTION OF 7TH AVE SOUTH A 50' RIGHT-OF-WAY LYING SOUTHERLY OF PINELLAS CIGAR REPLAT AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 37 AT PAGE 20 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND WESTERLY OF 40TH STREET SOUTH AS SHOWN ON SAID MAP OR PLAT OF SAID PINELLAS CIGAR REPLAT, AND EASTERLY OF PARTIAL REPLAT OF BLOCK "W" - FAIRMOUNT PARK AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 75 AT PAGE 89 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 22 TOWNSHIP 31 SOUTH RANGE 16 EAST AS SHOWN ON SAID PLAT OF PINELLAS CIGAR REPLAT, THENCE N99°43'27"W ALONG THE SOUTHERLY LINE OF SAID SECTION 22, 50.00' TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS: THENCE CONTINUE N99°43'27"W ALONG THE SOUTHERLY LINE OF SAID SECTION 22, 369.00', THENCE N99°57'04"W ALONG THE EASTERN PROJECTION OF THE SOUTHERLY LINE OF SAID PARTIAL REPLAT OF BLOCK "W" - FAIRMOUNT PARK, 169.17' TO A POINT MARKING THE SOUTHEASTERLY CORNER OF SAID PARTIAL REPLAT OF BLOCK "W" - FAIRMOUNT PARK; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT BEING THE SOUTHERLY LINE OF SAID PARTIAL REPLAT OF BLOCK "W" - FAIRMOUNT PARK, HAVING A RADIUS OF 808.33' PASSING THROUGH A CENTRAL ANGLE OF 38°20'03" SUBENDED BY A CHORD BEARING AN DISTANCE OF N89°45'34"E (MEASURED) 586.19'33"E (PLAT) 5.11'33"E (PLAT) AND AN ARC LENGTH OF 61.14'; THENCE CONTINUE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID PART AL REPLAT OF BLOCK "W" - FAIRMOUNT PARK, ALONG THE ARC OF A CURVE CONCave TO THE RIGHT HAVING A RADIUS OF 652.95' PASSING THROUGH A CENTRAL ANGLE OF 10°17'12", SUBENDED BY A CHORD BEARING AND DISTANCE OF N73°28'26"E (MEASURED) 72°45'20"E (PLAT) 117.07' (MEASURED) 115.80' (PLAT) AN ARC LENGTH OF 117.23' (MEASURED) N89°23'33"E (MEASURED) 586.19'33"E (PLAT) AND AN ARC LENGTH OF 115.95' (PLAT) TO THE SOUTHEASTERLY CORNER OF SAID PARTIAL REPLAT OF BLOCK "W" - FAIRMOUNT PARK; THENCE N00°02'33"E ALONG THE EASTERN LINE OF SAID PARTIAL REPLAT OF BLOCK "W" - FAIRMOUNT PARK, 14.33'; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 20.00' ALSO KNOWN AS THE SOUTHWESTERLY BOUNDARY OF SAID PINELLAS CIGAR REPLAT, PASSING THROUGH A CENTRAL ANGLE OF 89°46'00", SUBENDED BY A CHORD BEARING AND DISTANCE OF S44°50'27"E, 26.23' AND ARC LENGTH OF 31.33' TO A POINT OF TANGENCY; THENCE N99°43'27"E ALONG THE SOUTHERLY LINE OF SAID PINELLAS CIGAR REPLAT ALSO KNOWN AS THE NORTHERLY RIGHT-OF-WAY OF SAID 7TH AVE SOUTH, 320.00' TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 20.00'; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 90°14'08", SUBENDED BY A CHORD BEARING AND DISTANCE OF N45°09'29"E, 26.34', AN ARC LENGTH OF 31.50' TO A POINT OF TANGENCY; THENCE S00°02'25"W ALONG THE SOUTHERLY PROJECTION OF THE EASTERN LINE OF SAID PINELLAS CIGAR REPLAT ALSO KNOWN AS THE WESTERLY RIGHT-OF-WAY LINE OF SAID 40TH STREET SOUTH, 70.08' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 23,396.84 SQUARE FEET MORE OR LESS.
PROPOSED R/W VACATION:

A PORTION OF LOTS 9 AND 10 BLOCK "W" FAIRMOUNT PARK AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3 AT PAGE 31 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT REFERENCE COMMENCE AT THE SOUTHWESTERLY CORNER OF PARCEL REplat OF BLOCK "W" FAIRMOUNT PARK AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 75 AT PAGE 69 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THEREFROM IN A SOUTHWESTERLY LINE TO THE PARTIAL REplat OF BLOCK "W" FAIRMOUNT PARK 140.24' (MEASURED) ALONG THE PARTIAL REplat OF BLOCK "W" FAIRMOUNT PARK, 140.24' (MEASURED) TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS. THEREF

EASTERLY RIGHT-OF-WAY LINE OF 42ND STREET SOUTH A (60' R/W), 19.71', THENCE 589°46'25"E (MEASURED) N89°48'56"E (PLAT) ALONG THE SOUTHERLY RIGHT-OF-WAY OF A 20' ALLEY 99.86' TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 20.00'; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 89°48'17", SUBSTED BY A CHORD BEARING AND DISTANCE OF 545'20'14 W (MEASURED) S44°53'42"W (PLAT) 28.24' AN ARC LENGTH OF 31.35' (MEASURED) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 40.00'; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 175°42'58" (MEASURED) SUBSTED BY A CHORD BEARING AND DISTANCE OF 589°36'46" W (MEASURED) 589°36'46" W (MEASURED) S89°38'46" W (MEASURED) 28 W, 79.84' (MEASURED) 80.00' (PLAT) AN ARC LENGTH OF 122.87' (MEASURED) 125.66' (PLAT) TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4053.31 SQUARE FEET MORE OR LESS.
ST. PETERSBURG CITY COUNCIL

Meeting of April 20, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Proposed Development Agreement for the 8.98 acre(mol) property generally located on the southeast corner of 34th Street South and 30th Avenue South with the property owner, Skyway Marina, LLC, including a supplemental appropriation.

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

REQUEST: ORDINANCE ______ approving a Development Agreement with Skyway Marina, L.I.C, and a supplemental appropriation.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Community Planning and Preservation Commission: The Community Planning and Preservation Commission held a public hearing on the Development Agreement and unanimously approved that the Development Agreement is consistent with the St. Petersburg Comprehensive Plan.

Recommended City Council Action: 1) CONDUCT the public hearing for the proposed ordinance AND 2) APPROVE the ordinance for the Development Agreement.

Attachments: Staff Report, CPPC Minutes, Development Agreement Ordinance, Development Agreement
AN ORDINANCE OF THE CITY OF ST.
PETERSBURG APPROVING AND
ADOPTING A DEVELOPMENT
AGREEMENT WITH SKYWAY MARINA,
LLC, RELATING TO THE
DEVELOPMENT OF PROPERTY
GENERALLY LOCATED BETWEEN 34th
STREET SOUTH AND I-275 FROM 30th
AVENUE SOUTH TO 32nd AVENUE
SOUTH; AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT;
APPROVING A SUPPLEMENTAL
APPROPRIATION IN THE AMOUNT OF
$300,000 FROM THE UNAPPROPRIATED
BALANCE OF THE MULTIMODAL
IMPACT FEES CAPITAL IMPROVEMENT
FUND (3071) TO THE TRAFFIC SIGNAL
MAST ARM FY 17 PROJECT (15367); AND
PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. The Development Agreement between the City of St. Petersburg and Skyway Marina, LLC, a copy of which is attached hereto and incorporated herein as Exhibit "A," is hereby approved and adopted.

Section Two. The Mayor is authorized to execute the Development Agreement on behalf of the City.

Section Three. The Development Agreement shall be valid for a period of three (3) years from the date of execution.

Section Four. A supplemental appropriation in the amount of $300,000 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071) to the Traffic Signal Mast Arm FY 17 Project (15367) for the construction of a traffic signal mast arm at the intersection of 34th Street and 30th Avenue South is approved.

Section Five. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5th) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing of such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become
effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (designee)

Planning & Economic Development Dept.

Budget Dept.
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ___ day of April, 2017, by and between Skyway Marina, LLC, a Florida limited liability company, whose mailing address is 142 W. Platt Street, Tampa, Florida 33606 (hereinafter the "Developer"), and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, whose mailing address is City Attorney’s Office, P.O. Box 2842, St. Petersburg, Florida 33731 (hereinafter the "City") (Developer and the City shall hereinafter collectively be referred to as the "Parties").

WITNESSETH:

WHEREAS, Developer is the fee simple title owner of approximately 8.98 acres of land located within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Developer proposes to construct and operate on the Property a residential apartment complex comprising a minimum of two hundred and eighty five (285) dwelling units, in addition to one full service sit-down restaurant having a minimum of 4,500 square feet, a minimum of 3,500 square feet of additional restaurant/retail/commercial use, and in addition to a climate controlled vertical self-storage building of up to one hundred thousand (100,000) square feet (comprehensively, the "Project"), a site plan of which is attached hereto as Exhibit "B"; and

WHEREAS, the City, in order to further induce the Developer to construct the Project, has obligated itself to provide and finance infrastructure improvements in and around the Project Site; and

WHEREAS, on January 4, 2017, the City's Development Review Commission ("DRC") approved a site plan (Case No.16-31000014) ("Approved Site Plan") presented by the Developer for development of the Project, and

WHEREAS, the Parties desire to establish certain terms and conditions relating to the proposed development of the Property in accordance with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (hereinafter the "Act") and Section 16.05 of the City's Land Development Regulations ("LDRs"); and

WHEREAS, the City is authorized by the Act and the City's LDRs to enter into this Agreement; and

WHEREAS, the Developer acknowledges that the requirements and conditions of this Agreement result from the impacts of the Project on public facilities and systems, are reasonably attributable to the development of the Project, are based upon comparable requirements and commitments that the City or other agencies of government would reasonably expect to require a developer to expend or provide, and are consistent with sound and generally accepted land use planning and development practices and principles; and

WHEREAS, the first properly noticed public hearing on this Agreement was held by the City's Community Planning and Preservation Commission ("CPPC") on March 14, 2017; and
WHEREAS, the first properly noticed reading of this Agreement was held by the City Council on April 6, 2017; and

WHEREAS, the second properly noticed reading and public hearing of this Agreement was held by the City Council on April 20, 2017; and

WHEREAS, the Developer desires to develop the Property in accordance with the conditions and limitations set forth in this Agreement.

DEFINITIONS

The terms used in this Agreement shall have the following meanings, except as herein otherwise expressly provided:

"Agreement" means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

"Authorized Representative" means the person or persons designated and appointed from time to time as such by the Developer or the City.

"City Council" means the governing body of the City, by whatever name known or however constituted from time to time.

"City's Comprehensive Plan" means the City of St. Petersburg Comprehensive Plan, as most recently amended prior to the date hereof.

"Construction Documents" means any applications, including all supporting documents, plans, and drawings, for building permits for the development of land, filed with the City and deemed complete by City staff.

"Development" means all improvements to real property, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved real property.

"Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

"Exhibits" means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents attached hereto and designated as exhibits to, and incorporated in and made a part of, this Agreement.

"Florida Statutes" means all references herein to "Florida Statutes" are to Florida Statutes (2016), as amended from time to time.

"Governmental Authority" means the City, the County or any other governmental entity having regulatory authority over the Project and that issues a Development Permit for the Project to be constructed and opened for business.
"Land Development Regulations" means Chapter 16 of the City of St. Petersburg City Code.

"Project" means the proposed development to be known as "Phillips Skyway Development" to be located on the Property as contemplated by this Agreement.

"Property" means the real property more particularly described in the legal description in Exhibit "A".

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals, Definitions and Exhibits. The foregoing recitations are true and correct and are hereby incorporated herein by reference. The foregoing Definitions are hereby incorporated herein by reference. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

2. Intent. It is the intent of the Parties that this Agreement shall be adopted in conformity with the Act and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the Act. This Agreement shall not be executed by or binding upon any Party until adopted in conformity with the Act.

3. Recording and Effective Date. After the Agreement has been executed by the Parties, the City shall record the Agreement in the Public Records of Pinellas County, Florida, at the Developer's expense and shall forward a copy of the recorded Agreement to the Florida Department of Economic Opportunity ("DEO"). Thirty (30) days after receipt of the recorded Agreement by the DEO, this Agreement shall become effective (the "Effective Date").

4. Duration. The initial term of this Agreement shall be for three (3) years from the Effective Date. Construction Documents for vertical construction of the residential or restaurant/retail/commercial buildings shall be submitted within 24 months from the Effective Date. The Parties agree that this Agreement may be extended by mutual consent at the end of the initial term for an additional renewal term, subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs.

5. Permitted Development Uses, Building Intensities, and Height.

   a. Permitted Development Uses and Height. The Property is zoned "RC-1" and has a future land use map designation of PR-C. The Property may be used for the purposes permitted in the applicable zoning districts, subject to all height limitations in the City's LDRs and to the additional limitations and conditions set forth in this Agreement.

   b. Proposed Development Uses and Permitted Intensity. The permitted intensity of the development uses on the Property shall be a residential apartment complex comprising a minimum of two hundred and eighty five (285) dwelling units, one full service sit-down restaurant having a minimum of 4,500 square feet, a minimum of 3,500 square feet of additional restaurant/retail/commercial use, and a climate controlled vertical self-storage building of up to one hundred thousand (100,000) square feet. Under no circumstance shall the square footage of the climate controlled vertical self-storage building exceed twenty-five percent (25%) of the total built square footage, excluding the parking garage,
of the Project upon its completion. The self-storage building will not be issued a Certificate of Occupancy until evidence of financing for the Project has been submitted and Construction Documents have been submitted by Developer for review by the City for construction of both the Residential and Restaurant/Retail/Commercial components of the Project.

c. **Approved Site Plan.** The Project shall be developed in accordance with the Approved Site Plan (Case No.16-31000014), which is attached hereto as Exhibit "B." Any proposed site plan to develop the Property beyond the limitations and conditions set forth in this Agreement and the Approved Site Plan, or modification of the Approved Site Plan thereto, is subject to site plan review in accordance with then-existing procedures and requirements established by the City's LDRs.

6. **Public Facilities: Concurrency.** The Project shall be required to meet all level of service standards in the City's Comprehensive Plan and all requirements of the City's concurrency management system. The following existing and needed public facilities are identified as serving the Project:

a. **Potable Water:** There currently exists City potable water service to the property line of the Project site. The Developer will be responsible for any and all improvements necessary to provide potable water to a structure on the Project site. Sufficient supply capacity is available to service the Project, consistent with the requirements of the City’s concurrency management regulations.

b. **Sanitary Sewer:** There currently exists City sanitary sewer service to the property line of the Project site. The Developer will be responsible for any and all improvements necessary to provide sanitary sewer service to a structure on the Project site. Sufficient treatment capacity is available to service the Project, consistent with the requirements of the City’s concurrency management regulations.

c. **Stormwater Management:** Stormwater management level of service is project-dependent rather than based on the provision and use of public facilities and is not directly provided by the City. The design and construction of the proposed stormwater facilities on the Project site shall be in compliance with the requirements of the City of St. Petersburg City Code and the Southwest Florida Water Management District, shall meet concurrency requirements for stormwater, and shall not result in degradation of the level of service below City's adopted level of service. A stormwater utility fee shall be assessed to the owner or owners of the Property or any portion thereof.

d. **Solid Waste:** Solid waste collection services will be provided by the City using facilities, equipment and service capacity already in place, while waste disposal services will be handled by Pinellas County. The cost of such solid waste collection services will be billed by the City to the owner or owners of the Property or any portion thereof. Capacity is sufficient to allow the Project to meet the applicable level of service requirements, and no new public facilities will be needed to service the Project.

e. **Transportation:** Transportation facilities will be provided by the City using available facilities and service capacity already in place. Such capacity is sufficient to allow the Project to meet the applicable level of service requirements and no new transportation facilities will be needed to service the Project. A multimodal impact fee shall be assessed to the owner or owners of the Property or any portion thereof, unless substitute projects
that meet the Pinellas County Multimodal Impact Fee Ordinance and regulations are approved and provided.

f. **Utility Improvements:** Utility improvements on the Project site necessary to provide service to a structure shall be constructed by Developer at Developer's expense prior to issuance of the Certificate of Occupancy for the structure.

7. Funding of Public Improvements. The City shall complete and/or reimburse the Developer for all costs incurred by the Developer, not to exceed $1,000,000 ("City Reimbursement"), in completing the following public improvements to the Project:

a. Extend the current walking/biking trail to the Project Site, which the Parties estimate will cost approximately $250,000. The City shall commence such improvements no earlier than the issuance of the building permits for the Residential and Restaurant/Retail/Commercial components of the Project, and shall complete such improvements no later than the date that the Certificate of Occupancy is issued for such Project components;

b. Install new traffic signal/intersection and crosswalk, subject to FDOT approval, which the Parties estimate will cost approximately $400,000.00. The Developer, as project manager, shall commence such improvements no earlier than the commencement of construction of the first Restaurant/Retail/Commercial and the Residential components, of the Project. The City shall have the right to review and approve all contracts entered into by Developer in connection with such improvements. The City shall reimburse Developer for all costs, fees and expenses incurred in connection with such improvements (including, without limitation, for the relocation of any utility lines or pipes) within sixty (60) days following the acceptance of such improvements by the City and submittal of all necessary reimbursement documents to the City by the Developer;

c. Revise the current configuration of 32nd Avenue South to reduce the vehicle traffic lanes to two, remove medians, and add sidewalks, lighting and angled parking, which the Parties estimate will cost approximately $250,000.00 (not including resurfacing that is currently in the City's budget). The Developer, as project manager, shall commence such improvements no earlier than the commencement of construction of the first Restaurant/Retail/Commercial and the Residential components, of the Project. The City shall have the right to review and approve all contracts entered into by Developer in connection with such improvements. The City shall reimburse Developer for all costs, fees and expenses incurred in connection with such improvements (including, without limitation, for the relocation of any utility lines or pipes) within sixty (60) days following the acceptance of such improvements by the City and submittal of all necessary reimbursement documents to the City by the Developer;

d. Reimburse the Developer for up to $100,000.00 for mutually acceptable art scape and signage for the Skyway Marina District along the planned vertical self-storage building/parking deck after completion, which includes lighting and design, such reimbursement to be made within sixty (60) days following the issuance of the Certificate of Occupancy for the self/storage building; and

e. Use its best efforts to obtain FDOT approval of "Skyway Marina District" signage on Interstate 275.
f. The City reimbursement for public improvement costs shall be only for the actual engineering, design and construction costs, including a proportionate share of insurance, bonding, and other “soft” costs for the project’s public improvements, and shall not be for any management or overhead charges of the Developer.

g. All public improvements must be completed (or eligible fees paid), and requests for payment therefor must be received by the City, within three (3) years after the effective date of this Agreement or within ninety (90) days after the entire development has received a certificate of occupancy, whichever occurs sooner.

h. The City and Developer will work in cooperation to phase and build the public and private improvements.

8. Supplemental Agreement. Prior to the reimbursement of any portion of the public improvement costs by the City, the Owner and City staff will, by Supplemental Agreement, agree upon the following so long as the Supplemental Agreement complies with this Agreement and with applicable City Codes and state laws:

a. A budget (including but not limited to an estimate and description of intended reimbursable costs) and a method and sequence of payment by the City for the engineering plans and specifications and required permits for the work, including documentation required for each payment, withholding payment until completion, and satisfaction of normal City conditions to final payment, including but not limited to, acceptance of work by the City and affidavit of payment of all laborers, suppliers, and subcontractors.

b. Adequate insurance to protect the City from liability in connection with the work, including but not limited to, public liability insurance and builder’s risk insurance.

c. Performance and payment bonds as required by law for construction on public property, as per Section 255.05, Florida Statutes, and performance and financial guarantees required by City Code for public infrastructure improvements.

d. Assurance that the work will meet all construction standards and requirements of the City and other appropriate public agencies at the federal, state, county, and municipal levels.

e. Inspection and acceptance of the work by the City.

f. The City will pay only the actual engineering, design, and construction costs for any public improvements funded under this Agreement, and shall not pay for any management or overhead charges of the Developer.

g. The Developer shall comply with Section 255.05, Florida Statutes, to the extent that the work is done on public lands or facilities or lands and facilities.

h. The Developer shall comply with Section 287.055, Florida Statutes (the Consultants’ Competitive Negotiation Act (CCNA)), to the extent deemed necessary by the City in its sole and absolute discretion.

i. All references to the Florida Statutes in this Agreement refer to the 2017 edition of the Florida Statutes, as the same may be subsequently amended from time to time.
9. **Reservation or Dedication of Land.** Developer shall not be required to reserve or dedicate land within the Property for municipal purposes other than: (a) public utility easements for utilities servicing the Property; (b) as applicable for roadways and other transportation facilities; and (c) subject to reasonable reservation and dedications during site plan review and approval.

10. **Local Development Permits.** Local development approvals, including the following, will be required to develop the Property:

    - Final site plan and, if applicable, special exception approval;
    - Water, sewer, paving and drainage permits;
    - Building permits;
    - Certificates of Occupancy;
    - Certificates of Concurrency;
    - Subdivision approvals, if applicable;
    - Right-of-way utilization permits;
    - Any other development permits that may be required by City ordinances and regulations; and
    - Such other City, County, State or Federal permits as may be required by law.

11. **Consistency with Comprehensive Plan.** Development of the Property shall be consistent with the City's Comprehensive Plan.

12. **Necessity of Complying with Local Regulations Relative to Permits.** The Parties agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction shall not relieve Developer of the necessity of complying with regulations governing said permitting requirements, conditions, fees, terms or restrictions. Development of the Project shall comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations, including the City's Comprehensive Plan and its LDRs, which are hereby incorporated herein by reference.

13. **Compliance with State and Federal Law.** If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the Parties' compliance with this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws, with mutual consent.

14. **Binding Effect.** The obligations imposed pursuant to this Agreement upon the Parties and upon the Property shall run with and bind the Property as covenants running with the Property. This Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns.

15. **Concurrence and Comprehensive Plan Findings.** The City has determined that the concurrency requirements of Sections 16.03.050 and 16.03.060 of the City's LDRs and the City's Comprehensive Plan will be met for the Project, as per the Approved Site Plan (Case No.16-31000014). The City has found that the Project and this Agreement are consistent with and further the goals, objectives, policies and action strategies of the City's Comprehensive Plan and with the City's LDRs.

16. **Disclaimer of Joint Venture.** The Parties represent that by the execution of this Agreement it is not the intent of the Parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between the Parties, or between any Party and any third party.
While engaged in carrying out and complying with the terms of this Agreement, Developer is an independent principal and not a contractor for or officer, agent, or employee of the City. Developer shall not at any time or in any manner represent that it or any of its agents or employees are employees of the City.

17. Amendments. The Parties acknowledge that this Agreement may be amended by mutual consent of the Parties subsequent to execution in accordance with Section 163.3237, Florida Statutes and Section 16.05 of the City's LDRs. All amendments to this Agreement shall be ineffective unless reduced to writing and executed by the Parties in accordance with the City's LDRs.

18. Notices. All notices, demands, requests for approvals or other communications given by any Party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, by a recognized national overnight courier service, or by facsimile transmission to the office for each Party indicated below and addressed as follows:

(a) To the Developer: Skyway Marina, LLC
142 W. Platt Street
Tampa, Florida 33606
Attention: Glen Stygar

With a copy to: The Law Office of William Collins, P.A.
503 E. Jackson Street #332
Tampa, Florida 33602
Attention: William Collins

(b) To the City: City of St. Petersburg
Planning and Economic Development Department
Attention: Gary Jones
(Physical Address)
Municipal Services Center
One 4th Street North
St. Petersburg, Florida 33701

(Mailing Address)
P.O. Box 2842
St. Petersburg, Florida 33731

With a copy to: City of St. Petersburg
Legal Department
Attention: Michael Dema, Esq.

(Physical Address)
Municipal Services Center One 4th Street North
St. Petersburg, Florida 33701

(Mailing Address)
P.O. Box 2842
St. Petersburg, Florida 33731
19. Effectiveness of Notice. Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5th) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Paragraph. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other Parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party hereto, all other Parties may rely upon the last address given. Notices given by facsimile transmission shall be effective on the date sent.

20. Default. In the event any Party is in default of any provision hereof, any non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have thirty (30) business days from the receipt of such notice to cure the default. If the defaulting Party timely cures the default, this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

21. Non-Action or Failure to Observe Provisions of this Agreement. The failure of any Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

22. Applicable Law and Venue. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit, in and for Pinellas County, Florida, for State actions and in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.

23. Construction. This Agreement has been negotiated by the Parties, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any Party, but by all equally.

24. Entire Agreement. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. With the exception of conditions that may be imposed by the City in approving any Development Permit, no Party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement, and this Agreement may not be amended or modified except by written instrument signed by the Parties hereto, in accordance with this Agreement, Florida Statutes Section 163.3237, and Section 16.05 of the City's LDRs.

25. Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next following business day.
26. **Certification.** The Parties shall at any time and from time to time, upon not less than ten (10) days prior notice by the other Party execute, acknowledge and deliver to the other Party (and, in the case of the City, to a Project Lender) a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such Party, neither it nor any other Party is then in default hereof (or if another Party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Paragraph may be conclusively relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any Party made in accordance with the provisions of this Agreement.

27. **Termination.** This Agreement shall automatically terminate and expire upon the occurrence of the first of the following:

(a) The expiration of three (3) years from the Effective Date of this Agreement, as defined herein, unless the Parties mutually agree to extend the initial term for an additional renewal term pursuant to the terms of this Agreement and subject to all necessary requirements in accordance with the Florida Statutes and the City's then-existing LDRs; or

(b) The revocation of this Agreement by the City Council in accordance with the Act and the City's LDRs; or

(c) The execution of a written agreement by all Parties, or by their successors in interest, providing for the cancellation and termination of this Agreement.

28. **Deadline for Execution.** The Developer shall execute this Agreement prior to the date on which the City Council considers this Agreement for final approval.

29. **Covenant of Cooperation.** The Parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement and in achieving the completion of development of the Project site, including processing amendments to this Agreement.

30. **Approvals.**

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

(b) For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his designee, unless otherwise set forth herein.

31. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement, including any valid portion of the invalid term or provision and the application of such invalid term or provision to circumstances other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction, shall not be affected thereby and shall, with the remainder of this Agreement, continue unmodified and in full force and effect. If, however, the result of the severance of the provision results in harm to the public health, safety
or welfare, results in a public harm, or substantially negates a public benefit or imposes a public burden, then the provisions of this Agreement shall be deemed not severable and this Agreement shall be reformulated and reconstituted to avoid that consequence.

32. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

33. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

34. Caption or Section Headings. Captions and section headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

35. Force Majeure. All time periods or deadlines provided in this Agreement shall be automatically extended for delays caused by Acts of God, strikes, riots, hurricanes or other causes beyond the reasonable control of the affected party.

36. Changes in City Code and LDRs Specifically Anticipated. It is specifically anticipated that the City Code and LDRs will change during the duration of this Agreement, and, in accordance with Florida Statutes Section 163.3233(2), the City may apply such subsequently adopted laws and policies to the Project. However, the permitted intensity of the development uses on the Property shall be a minimum of two hundred and eighty five (285) dwelling units, in addition to one full service sit-down restaurant having a minimum of 4,500 square feet, a minimum of 3,500 square feet of additional restaurant/retail/commercial use, and in addition to a climate controlled vertical self-storage building of up to one hundred thousand (100,000) square feet. This permitted intensity of development and permitted uses specifically shall not be affected by subsequent changes to the City Code or the LDRs.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGES AND EXHIBITS FOLLOW]
The foregoing instrument was acknowledged before me this ___ day of __________, 2017 by __________________ and ____________________, to me known as the _______ and St. Petersburg City Clerk, respectfully, who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed and that they were duly authorized to do so.

NOTARY PUBLIC:

Sign: ________________________

Print: ________________________

State of Florida at Large
My Commission Expires: ________

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS
The forgoing instrument was acknowledged before me this 25th day of March, 2017 by Donald E. Phillips on behalf of Skyway Marina, LLC, who is personally known to me or produced ____________________ as identification.

NOTARY PUBLIC:

Sign: Mary C. Miller
Print: Mary C. Miller

State of Florida at Large
My Commission Expires: 7/12/18
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

“CITY”
CITY OF ST. PETERSBURG, FL

By: ________________________

As Its: ________________________

______ day of ____________, 2017

Approved as to form and content
By Office of City Attorney

__________________

CITY CLERK
EXHIBIT A

Legal Description of Property
Lots 1, 2 and 3, Block A, LAKEWOOD OFFICE PARK, according to the plat thereof recorded in Plat Book 57, Pages 39 and 40, of the Public Records of Pinellas County, Florida.
EXHIBIT B

Approved Site Plan
PUBLIC HEARING

A. Proposed Development Agreement

Contact Person: Gary Jones, 893-7877

Request: Proposed Development Agreement for 8.98 acres (mol) of land generally located on the southeast corner of 34th Street South and 30th Avenue South.

Staff Presentation

Gary Jones gave a PowerPoint presentation based on the staff report.

Commissioner Burke asked about the $1 million incentive that was a one-time deal to get the first developer to step-up. Mr. Jones stated that this incentive was put into the plan because they are looking for catalyst development; hoping this first development project will provide an incentive for other development projects to follow.

Commissioner Burke asked if the site plan shown today is what will be developed or is it something close to what will be developed. Matt Murphy, Phillips Development Manager, responded that the key points to the site plan approved by the DRC were the multi-family residential and the restaurant components. They are still working on the lazy river sizing.

Commissioner Burke commented that this development will be a great thing for this district and is pleased the way self-storage is being addressed (available to the people but out of public view).

Commissioner Reese asked how and who the decision will be made on the selection of restaurants to be included in this development. Mr. Jones stated that Phillips Development will make that decision.

Commissioner Reese asked how much attention will be given to the residents that reside in this area on what they would like to see there. Mr. Murphy stated that they are paying a lot of attention but their primary focus is to find a local St. Petersburg or Tampa Bay entrepreneur that is already established or looking to “set-up shop” affording an opportunity for them and for us.

Commissioner Michaels added his applause for this project. It is nice to see the downtown renaissance extending to the Skyway Marina District and it is impressive to see the amount of investment being proposed with this development ($70 million).

Acting Commission Chair Wolf asked about the public improvements phase of the project. Mr. Jones stated that the City will not begin paying for public improvements until the key components (multi-family residential and restaurants) were submitted for City permitting.
Acting Commission Chair Wolf asked about the competitive bidding. Mr. Jones stated that this yet to be determined but the developer may have to competitively bid the projects just like it was a City project that we were doing ourselves.

**Applicant Presentation**

Don Phillips, the developer with Phillips Development and Realty and representing the Applicant/Property Owner, Skyway Marina, LLC, did not speak but was present to answer questions.

**Public Hearing**

No speakers present.

**Executive Session**

*MOTION:* Commissioner Michaels moved and Commissioner Winters seconded a motion finding the Development Agreement is consistent with the City’s Comprehensive Plan in accordance with the staff report.

*VOTE:* YES – Bell, Burke, Michaels, Reese, Whiteman, Winters, Wolf  
NO – None

*Motion passed by a vote of 7 to 0.*
Staff Report to the St. Petersburg Community Planning & Preservation Commission
Prepared by the Planning & Economic Development Department,
Economic Development Division

For Public Hearing and Executive Action on March 14, 2017
at 3:00 p.m., in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

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

SUBJECT: Proposed Development Agreement for 8.98 acres (mol) of land generally located on the southeast corner of 34th Street South and 30th Avenue South.

APPLICANT/PROPERTY OWNER: Skyway Marina, LLC
142 West Platt Street
Tampa, FL 33606

DEVELOPER: Phillips Development and Realty, LLC
142 West Platt Street
Tampa, FL 33606

REPRESENTATIVE: Don Phillips
Phillips Development and Realty, LLC

REQUEST: To approve a Developer Agreement for a mixed-use project with a minimum of the following: 4,500 sq. ft. restaurant, 3,500 sq. ft. of additional commercial use, 285 multi-family residential units; and a maximum of 100,000 sq. ft. of self-storage, all at a maximum height of 72 feet.

BACKGROUND: The subject property is located within the Skyway Marina District, and adjacent to the Clam Bayou, Perry Bayview and Lakewood Estates Neighborhood Associations. This nine (9) acre site has been vacant since 2007 and was previously approved for a 147,417 retail center consisting primarily of a Home Depot store. The downturn in the economy lead to the property being placed for sale shortly thereafter.
The Skyway Marina District Plan was adopted in May 2014 to create more redevelopment opportunities, improve the retail experience, and increase the population and buying power of the area. This parcel was identified as a prime redevelopment opportunity within the Plan, and has been promoted as such. Activity Center designation was approved in 2015 as recommended in the Plan to provide developers additional density and intensity of development District-wide. The Plan also had a recommendation to provide a $1 million incentive to the first mixed use development to be constructed within the District. The rationale is that a successful large development will serve as a catalyst for additional development and businesses in this area.

**ANALYSIS:** On January 4, 2017, the Development Review Commission (DRC) approved a site plan (16-31000014) to allow a mixed-use development of 316 multi-family units, up to 13,000 sq. ft. commercial, and a 100,000 sq. ft. self-storage facility with variances to setbacks and green yards. The parking garage and self-storage building will be constructed at the far east of the property and adjacent to Interstate 275, and will serve as a buffer to the apartment buildings immediately to the west. The commercial/retail buildings will be located adjacent to 34th Street South. Phillips Development has estimated the construction costs for the entire project at approximately $70 million.

This development agreement is needed to administer the sequencing of desired development with City incentives. The Skyway Marina District Plan emphasizes the need for additional restaurants, retail, residents, employees and tourists within the District. The City has based the provision of this incentive on the developer providing one full service sit-down restaurant having a minimum 4,500 square feet, 3,500 square feet minimum of additional restaurant, retail and commercial use, and a minimum of 285 multi-family residential units. The Developer will be required to submit proof of financing and construction documents for the residential and retail uses within 24 months of the effective date of this agreement which is anticipated to be May, 2019. The self-storage component will not be issued a certificate of occupancy until the Developer submits proof of financing and construction documents for the residential and retail components.

The agreement specifically provides the City’s obligation to fund the following public improvements, three of which are reimbursements to the developer:

1. **City Trail Extension.** The City Trail will be extended from 34th Avenue South to 30th Avenue along 37th Street South, and follow 30th Avenue South easterly to the project site at an estimated cost of $250,000. The City will not construct this improvement before the issuance of building permits for the residential and retail components of the project, and will complete this improvement no later than the date that the Certificate of Occupancy is issued for both components. The funding source for this project will be City Trails FY15.

2. **Traffic Signal and Intersection Improvements.** A new traffic mast arm signal, crosswalk and sidewalk improvements will be constructed at 34th Street and 30th Avenue South, subject to FDOT approval, at an estimated cost of $400,000. The Developer will construct these improvements once construction starts for the residential and first retail building of the project.
The initial funding source for this project will be Traffic Signal Mast Arm Program FY17 in the amount of $100,000. An additional $300,000 will be required to be appropriated.

3. **32nd Avenue South Improvements.** 32nd Avenue South will be reconfigured and improved through the reduction of vehicle travel lanes from four to two, the removal of medians, the installation of new lights, the construction of new sidewalks and the addition of angled parking, at an estimated cost of $250,000 (not including resurfacing that is currently in the City’s budget). The Developer will construct these improvements once construction starts for the residential and first retail building of the project. The funding source for this project will be Comp Streetscape/Greenscape FY13.

4. **Art Scape on Building Faces along I-275.** Art Components, lighting and Skyway Marina District signage is planned for the self-storage building and parking deck that is visible from I-275 with a maximum City reimbursement of $100,000. The Developer will be responsible for the design and construction of these art scape components. The funding source of this project will be from the Economic Development Division’s Aid to Private Organizations budget.

The City will also work with FDOT to approve and install Skyway Marina District signage within the right-of-way of I-275, subject to their approval. No funding is needed.

The agreement will expire in three years and requires the Developer to complete the entire project within three years of the agreement’s effective date (May 2020) to receive City incentives. The City will have the right to review and approve all contracts entered into by Developer in connection with all improvements. The City will reimburse the Developer, up to the limits set forth in the Development Agreement, for all actual costs, fees and expenses incurred in connection with these improvements, except for management or overhead charges.

**CONSISTENCY WITH COMPREHENSIVE PLAN:**
The proposed Development Agreement is consistent with the following policies set forth in the Comprehensive Plan:

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

- **LU2.3** To attract large scale quality development and assure the proper coordination, programming and timing of City services in the activity centers the City shall continue to develop, evaluate and implement appropriate activity center development incentives.

- **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.

- **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.

**RECOMMENDATION:** City staff recommends APPROVAL of the proposed development agreement, based on consistency with the Comprehensive Plan.

Attachments: Developer Agreement, Location Map and Site Plan
AN ORDINANCE AMENDING SECTION 20-79 OF THE CITY CODE TO REVISE THE DESCRIPTION OF THE PROHIBITED ZONE; AMENDING THE DIAGRAM ILLUSTRATING THE ZONE; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City has an active, vibrant, growing downtown that has seen an explosion of residential and commercial growth in the last 20 years; and

Whereas, tourism is a vital part of the City's economic wellbeing; and

Whereas, the downtown area is an essential part of the tourism experience in St. Petersburg, with many people visiting the downtown every day; and

Whereas, the downtown area, including the new Pier and waterfront parks, are a high priority in the City's plans to attract new businesses, tourists, visitors and residents and to expand the economic base of the City; and

Whereas, the area within the attached diagram is replete with numerous outdoor activity areas, including many sidewalk cafes, outdoor music areas, parks, and an outdoor shopping mall; and

Whereas, within this area many people walk from one location to another for dining, shopping and other entertainment; and

Whereas, the City has recently expended more than $1 million to establish a downtown bicycle program to complement the pedestrian character of this area; and

Whereas, the expansion of the boundaries within the downtown area, and the entire zone, shown in the attached diagram are narrowly tailored to only address the pedestrian commercial tourist oriented areas described above that are vital to the economic vitality of the City; and

Whereas, given the described growth in downtown, the addition of the two blocks proposed by this amendment is consistent with, and the minimum area, to meet the legal requirements for this type of zone; and

Whereas, it is vital to the City's economic wellbeing that the downtown be a safe, pleasant environment for tourists and other downtown visitors and that the City take such steps as are possible to eliminate any nuisance activity; and
Whereas, there are many other locations within the City at which the proscribed activities are allowed.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1 Section 20-79 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 20-79. - Panhandling.

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

Aggressive panhandling means:
(1) To approach or speak to a solicited person in such a manner as would cause a reasonable person to believe that the person is being threatened with:
   a. Imminent bodily injury; or
   b. The commission of a criminal act upon the solicited person or another person, or upon property in the person's immediate possession;
(2) To persist in panhandling after the solicited person solicited has given a negative response;
(3) To block, either individually or as part of a group of persons, the passage of a solicited person;
(4) To touch a solicited person;
(5) To engage in conduct that would reasonably be construed as intended to intimidate, compel or force a solicited person to accede to demands.

Panhandling means any solicitation made in person requesting an immediate donation of money or other thing of value for oneself or another person or entity. Purchase of an item for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is, in substance, a donation, is a donation for the purpose of this section. The term "panhandling" shall not include the act of passively standing or sitting, performing music, or singing with a sign or other indication that a donation is being sought but without any vocal request other than a response to an inquiry by another person.
Prohibited zone means all rights-of-way and public property in the area bounded by the following rights-of-way (including sidewalks), which generally are shown on diagram 1:

Both sides of Fifth Avenue Northeast Beginning at the easternmost point of the northerly right-of-way line of Fifth Avenue Northeast; then westerly to the western right-of-way line of Beach Drive Northeast; then southerly along the western right-of-way line of Beach Drive Northeast from the northern right-of-way of Fifth Avenue Northeast to the northern right-of-way line of Third Avenue Northeast; then westerly along the northern right-of-way line of Third Avenue Northeast from the western right-of-way of Beach Drive Northeast to the western right-of-way line of Third Street North; then southerly along the western right-of-way line of Third Street North from the northern right-of-way of Third Avenue Northeast to the northern right-of-way line of Second Avenue North Northeast; then westerly along the northern right-of-way line of Second Avenue North Northeast from the western right-of-way of Third Street North to the western right-of-way line of Fourth Street North; then southerly along the western right-of-way line of Fourth Street North from the northern right-of-way of Second Avenue Northeast to the northern right-of-way line of First Avenue North Northeast; then westerly along the northern right-of-way line of First Avenue North Northeast from the western right-of-way of Fourth Street North to the northern right-of-way line of Central Avenue; then westerly along the northern right-of-way line of Central Avenue to the eastern right-of-way line of Eighth Street; then southerly along the eastern right-of-way line of Eighth Street to the southern right-of-way line of Central Avenue; then easterly along the southern right-of-way line of Central Avenue to the western right-of-way line of Sixth Street South; then southerly along the western right-of-way line of Sixth Street South from the northern right-of-way of First Avenue Northeast to the southern right-of-way line of First Avenue South; then easterly along the southern right-of-way line of First Avenue South from the western right-of-way of Sixth Street South to the seawall abutting Bayshore Drive Northeast; then northerly along the seawall abutting Bayshore Drive Northeast from the southern right-of-way line of First Avenue South to the southern right-of-way line of Second Avenue Northeast Fifth Avenue Northeast; then easterly westerly along the southern right-of-way line both sides of Second Avenue Northeast, including the public sidewalk, from the eastern right-of-way of Bayshore Drive up to westernmost part of the Pier and approach (which is that structure built over water and leading from the shore to the Pier head) then easterly including all of the Pier and approach, as it exists at any given time and including the head of the St. Petersburg Pier; then beginning again at the westernmost part of the Pier and approach, westerly along the northern right-of-way line of Second Avenue Northeast, including the public sidewalk, to the seawall on the east side of Bayshore Drive Northeast; then northerly along the seawall abutting Bayshore
Drive Northeast to the seawall abutting the southern right-of-way line of Fifth Avenue Northeast; then easterly along the seawall to the easternmost point of the right-of-way line of Fifth Avenue Northeast; then northerly along the eastern right of way line to the point of beginning.

(b) It shall be unlawful for any person to engage in an act of panhandling when either the panhandler or the person being solicited is located in, on, or at any of the following locations:

1. Prohibited zone;
2. Bus stop;
3. The bus transfer facility located at 3180 Central Avenue;
(4) Public transportation vehicle;
(5) Sidewalk cafe;
(6) Area within 15 feet (in any direction) of an automatic teller machine or entrance to a bank; or
(7) Private property, unless the panhandler has permission from the owner of such property.

(c) It shall be unlawful to engage in an act of panhandling on any day after sunset or before sunrise.
(d) It shall be unlawful for any person to engage in an act of aggressive panhandling at any time.

SECTION 2. The existing Diagram 1, in Section 20-79, is hereby deleted in its entirety and replaced with a new Diagram 1, which is attached hereto and incorporated herein as Exhibit A.

SECTION 3. 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 4. The provisions of this Ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

SECTION 5. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (designee)
AN ORDINANCE AMENDING CITY CODE
SECTION 3-11 PROHIBITED HOURS FOR
ESTABLISHMENTS DEALING IN ALCOHOLIC
BEVERAGES; PROVIDING FOR ALCOHOLIC
BEVERAGES FOR ON AND OFF PREMISE
CONSUMPTION TO BE SOLD SUNDAY
MORNINGS; AND PROVIDING AN EFFECTIVE
DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Section 3-11 of the St. Petersburg City Code is hereby amended to read as
follows:

Sec. 3-11. - Prohibited hours for establishments dealing in alcoholic beverages.

(a) The prohibited hours for establishments dealing in alcoholic beverages shall be as follows:

(1) Alcoholic beverages in sealed containers for consumption off the premises shall not
be sold from 3:01 a.m. to 8:00 a.m. any day of the week except Sunday except for
businesses where the sale of such alcoholic beverages is incidental to the principal use
of the premises (e.g., grocery stores, convenience stores, gas stations) then alcoholic
beverages in sealed containers for consumption off the premises shall not be sold from
12:01 a.m. to 8:00 a.m. any day of the week except Sunday.

(2) Alcoholic beverages in sealed containers for consumption off the premises shall not
be sold on Sunday from 3:01 a.m. to 11:00 a.m. except for businesses where the sale of
such alcoholic beverages is incidental to the principal use of premises (e.g., grocery
stores, convenience stores, gas stations) then alcoholic beverages in sealed containers
for consumption off the premises shall not be sold from 12:01 a.m. to 11:00 a.m.

(23) Alcoholic beverages for consumption on the premises shall not be sold or served
from 3:01 a.m. to 8:00 a.m. any day of the week except Sunday.

(4) Alcoholic beverages for consumption on the premises shall not be sold or served
from 3:01 a.m. to 11:00 a.m. on Sunday.

(b) Special event permits for the sale or dispensing of alcoholic beverages as early as 8:00
a.m. on Sundays may be issued if the following requirements are met:

(1) An application shall be completed and submitted to the POD. The applicant shall
provide all information necessary for the POD to adequately evaluate the application.

(2) Special event permits may be approved by resolution of City Council and the
resolution shall be the permit. Special event permits shall only be granted for events of
community interest or importance as determined by City Council in its sole discretion.
Each special event may not be conducted more than once in any six-month period.
If approved by City Council, the special event permit shall specifically describe the boundaries of the special event area within which the special event permit shall be effective and shall set forth the time (after 8:00 a.m.) after which alcoholic beverages may be sold or dispensed. In no event may alcoholic beverages be sold or dispensed before 8:00 a.m.

Upon issuance of a special event permit, the applicant shall deliver a copy of the special event permit to the St. Petersburg Police Department and the Pinellas County Sheriff. The applicant shall keep a copy of the permit on the site of the special event at all times alcoholic beverages are being sold or dispensed at the special event.

A special event permit does not exempt the applicant or the event from complying with all other Codes and ordinances and all other federal, State and local laws and regulations.

SECTION 2. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

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

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

Approved as to form and content:

City Attorney (designee)
ORDINANCE NO. ____

AN ORDINANCE AMENDING THE DEFINITION OF APPRENTICE IN CHAPTER 2, ARTICLE V, DIVISION 7, SECTION 2-296(C) OF THE ST. PETERSBURG CITY CODE RELATING TO REQUIREMENTS FOR CONTRACTORS TO EMPLOY APPRENTICES ON MAJOR CONSTRUCTION PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The St. Petersburg City Code is hereby amended in Chapter 2, Article V, Division 7, Section 2-296(c) to read as follows:

(c) Definitions.

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

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

a. Apprentice means any person who is enrolled in and participating in an apprenticeship program as defined and approved by the State of Florida Department of Education. If there is not any work on a major construction project for which a State of Florida Department of Education approved apprenticeship program exists, apprentice means any person who is participating in an industry certification training program or company sponsored training program related to work performed on the major construction project. Industry certification is a process through which persons are assessed by an independent, third-party certifying entity using predetermined standards for knowledge, skills, and competencies, resulting in the award of a credential that is recognized by the industry.

b. Construction or major construction project means a City project with a contract amount of $2,000,000 or more, as approved by City Council, which involves building, altering, repairing, improving, demolishing or replacing any public structure, building, or roadway, or other public improvement.

c. Employ shall mean to permit a person to work for wages.

d. Hours of work performed means actual hours worked on a major construction project.
e. *Prime contractor or contractor* means the person or entity which serves as the party of the first part to a contract, acting directly or through agents or employees, to perform a major construction project.

f. *Subcontractor* means a person or entity that has a direct contract with the prime contractor to perform a portion of a major construction project.

Section 2. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

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

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

Approved as to form and content:

________________________   
City Attorney (designee) 
00317614
ST. PETERSBURG CITY COUNCIL

Meeting of April 20, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: City File LDR-2017-02: City-initiated application amending the St. Petersburg City Code, Chapter 16, Land Development Regulations ("LDRs") to reclassify "Outdoor Storage, Accessory Industrial" within the EC (Employment Center) zoning classification.

REQUEST: Second Reading and Second/Adoption Public Hearing of the attached ordinance amending the St. Petersburg City Code, Chapter 16, LDRs, to reclassify "Outdoor Storage, Accessory Industrial" from a non-conforming to a permitted, accessory use when located within the EC (Employment Center) zoning classification.

RECOMMENDATION:

Administration:

The Administration recommends APPROVAL.

Development Review Commission:

On March 1, 2017, the DRC reviewed the proposed amendments and voted unanimously to make a finding of consistency with the City's Comprehensive Plan.

City Council:

On April 6, 2017, the City Council conducted a first reading and first public hearing of the proposed ordinance.

Public Notice:

- In accordance with City policy, e-mail notification of this proposed text amendment was sent to the following organizations and included a copy of the Development Review Commission ("DRC") staff report: Council of Neighborhood Associations; St. Petersburg Area Chamber of Commerce; St. Petersburg Downtown Partnership; Pinellas Realtors Organization; and the Chair of the City's Development Review Commission. Additional notice was provided to applicable City Departments and private citizens who have requested to receive such notices.
• In addition to the normal public notice requirements for the Development Review Commission, proper notice shall be published in the Tampa Bay Times for each City Council public hearing.

Citizen Input:

As of this writing, no comments have been received.

Recommended City Council Action:

1. CONDUCT the second/adoption public hearing; and
2. APPROVE the proposed ordinance.

Attachments: Ordinance
DRC Staff Report
Housing Affordability 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
“OUTDOOR STORAGE, ACCESSORY INDUSTRIAL”;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The allowable uses for ‘Outdoor Storage, Accessory Industrial’ for the EC (Employment Center) zoning districts in the matrix in Section 16.10.020.1 of the St. Petersburg City Code are hereby amended to read as follows:

EC from NC to P

Section 2. 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 3. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

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

Approved as to form and content:

[Signature]
City Attorney (designated)
APPLICATION: LDR 2017-02

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 reclassify "Outdoor Storage, Accessory Industrial" from a non-conforming to a permitted use when located within the EC (Employment Center) zoning classification.

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

On September 10, 2007, the City of St. Petersburg City Code, Chapter 16, Land Development Regulations, were effectuated. At that time, Section 16.10.020.1 titled "Use Permissions and Parking Requirements Matrix and Zoning Matrix" established "outdoor storage, accessory industrial" within the EC (Employment Center) zoning classification as a non-conforming use.
The purpose of the EC (Employment Center) zoning classification is to allow and encourage the attraction of a variety of uses including all office types, highly specialized and technological industries, research and experimental institutions, light industrial support facilities, business services, and support oriented hotels, and limited retail uses. The EC (Employment Center) zoning classification is located within the Carillon Gateway area only, as shown on the attached map.

Recently, several property owners within the EC (Employment Center) zoning classification, have inquired about permission for accessory outdoor storage as an extension of their highly specialized and technological industries, research and experimental institutions, and light manufacturing. The location of these inquiring businesses are concentrated within the Metropointe Commerce Park and Gateway Business Park, an industrial area generally bounded by the Interstate 275, Gandy Boulevard North, Dr. Martin Luther King Jr. Street North, and Roosevelt Boulevard North.

Acknowledging the important contributions of these industrial sectors to the City of St. Petersburg’s broader economic development objectives, the inquiry for accessory outdoor storage merited further investigation. Per Section 16.10.020.1, “outdoor storage, accessory industrial” is defined as:

“Areas on private property where materials and equipment are stored outside of a completely enclosed building in the same place for more than twenty-four (24) hours, and where the outdoor storage use is accessory to a lawful, principal, industrial use. (See Use Specific Development Standards)”

The existing definition explicitly limits the outdoor storage as an accessory use meaning the outdoor storage shall only be subordinate or incidental to the principal, industrial use of the building or premises. This association is important for three (3) reasons when being considered within the EC (Employment Center) zoning classification.

First, “laboratories and research and development” and “manufacturing – light assembly and processing” are both categorized with similar industrial uses in Section 16.10.020.1, an association reinforced by the table sub-heading “Industrial, Manufacturing, and Warehouse Uses.” More intensive industrial uses, such as heavy manufacturing and salvage yards, are prohibited within the EC (Employment Center) zoning classification.

Second, encroachment of accessory industrial outdoor storage into other employment center locations, such as the Carillon Office Park, will be mitigated by the balance of corporate headquarters and other major offices that do not qualify as industrial uses. An industrial use must exist in order for the accessory outdoor storage to be approved.

Third and finally, accessory outdoor storage is regulated by use-specific development criteria in Section 16.50.270.

City staff believes this text amendment will have little to no negative impact on off-site locations throughout the EC (Employment Center) zoning classification. Equally importantly, this text amendment will help fulfill the Comprehensive Plan objectives and policies for supporting industrial and employment uses.
In conclusion, City staff believes this is a practical accommodation for land use types that are industrial in character and already permitted as principal uses within the EC (Employment Center) zoning classification. City staff recommends APPROVAL of the text amendment, as presented.

Compliance with the Comprehensive Plan

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

Policy LU3.1.C: Industrial Category. Industrial Limited (IL) – Allowing a mixture of light industrial, industrial park, office park uses with a floor area ratio up to 0.65...

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.

Policy LU3.6: Land use planning decisions shall weigh heavily the established character of predominantly developed areas where changes of use or intensity of development are contemplated.

Policy LU3.21: The City shall continue to expand the acreage available for industrial development in appropriate locations provided such expansion is supported by current and likely long-term market conditions.

Policy LU3.24: The City shall encourage non-polluting industrial and research facility uses, through the use of incentives that may include land assembly assistance, area-wide DRI approval, and provision of infrastructure and amenities.

Objective LU4: Industrial – The City shall provide opportunities for additional industrial and employment related development, where appropriate.

Policy LU16.1: Development planning for the Gateway [Activity Center] shall include consideration of the following issues: 1. Promotion of industrial and office park development to diversify the City's economic base and generate employment.

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:

- 03-01-2017: Development Review Commission, Public Hearing
- 04-06-2017: City Council, First (1st) Reading and First Public Hearing
- 04-20-2017: City Council, Second (2nd) Reading and Final Public Hearing

Exhibits and Attachments

1. EC (Employment Center) Locations Map
2. Section 16.50.270: Use-Specific Development Standards
3. Ordinance
4. Housing Affordability Impact Statement
SECTION 16.50.270. - OUTDOOR STORAGE, ACCESSORY USE, INDUSTRIAL

Sections:

16.50.270.1. - Applicability.

This section shall apply to outdoor storage, accessory use, industrial uses.

(Code 1992, § 16.50.270.1)

16.50.270.2. - Establishment.

Outdoor storage, accessory use, industrial uses shall be allowed as provided in the Matrix: Use Permissions and Parking Requirements and shall comply with the development standards of the zoning district, the general development standards, and this section.

(Code 1992, § 16.50.270.2)

16.50.270.3. - Use restrictions.

A. Accessory outdoor storage areas shall only be used by the principal use of the property.

B. The area of an accessory outdoor storage area shall be part of the floor area of the structure when calculating the number of required off-street parking spaces.

C. Outdoor storage areas shall be completely enclosed with a solid masonry wall or a solid non-wood fence at least six feet high unless the area abuts:

a. Industrial use or industrially zoned property;

b. Utility use;

c. Railroad right-of-way;

d. The Pinellas Trail;

e. An interstate highway.

D. The exterior of any fence or wall shall be landscaped as required by landscaping and irrigation section.

E. Materials, goods or equipment stored outside of completely enclosed buildings shall not be visible from outside of the wall or fence.

F. Fences and walls shall comply with the height and design standards of the fences, walls and hedges section.

G. All tires that are stored or displayed outside shall be covered to prevent the accumulation of water.


16.50.270.4. - Cargo containers.

A. Cargo containers used for outdoor storage in the industrial traditional (IT) and industrial suburban (IS) zoning districts shall comply with this section except that:

1. The floor area of the cargo container shall not be included in the calculation to determine the minimum number of required parking spaces.

2. Cargo containers shall not be subject to the building and site design requirements of the zoning district.

B. Cargo containers used for outdoor storage in the industrial traditional (IT) and industrial suburban (IS) zoning districts shall be subject to the following criteria:

1. The combined gross floor area of all cargo containers used on site shall not exceed five percent of the gross floor area of the principal structure or 400 square feet, whichever is greater. In no case shall the gross floor area of the cargo containers exceed 50 percent of the principal structure.

2. The maximum permitted height of each container shall be ten feet. Cargo containers shall be located on the ground and not stacked on top of another container or structure.

3. Cargo containers shall meet the setback requirements of the zoning district.

4. Signage on a cargo container is prohibited.

5. Cargo containers are prohibited on property which is designated industrial limited and which is part of a planned industrial/mixed-use project as described in the Future Land Use Element.

(Ord. No. 894-G, § 37. 9-4-2008; Ord. No. 985-G, § 83. 7-15-2010)
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 2017-02).

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.)

______________________________  ________________________
Department Director (signature)    Date

February 21, 2017

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.)

______________________________  ________________________
Department Director (signature)    Date

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Bayside Building Services, Inc., Grosz Construction Company, Inc., Dave Ulm Builders, Inc., Creative Homes of Central Florida, Inc., and Avatar Construction, Inc. for building maintenance, repair services and securing of structures in the amount of $675,000 for a total contract amount of $2,760,000.

Explanation: On May 15, 2014, City Council approved three-year agreements for building maintenance, repair services and securing of structures. On April 6, 2016, and December 15, 2016, City Council approved allocation increases in the amount of $333,000 and $360,000 respectively. Both allocation increase requests were for unanticipated repairs. The agreements have two one-year renewal options. This is the first renewal.

The contractors provide building maintenance and repair services such as fabricating wood cabinets, constructing concrete platforms and steps, repairing and replacing windows and doors, repairing flooring, painting of metal, wood or concrete facility surfaces, constructing walls. They also work on securing openings on commercial and residential structures and other minor repairs and maintenance. The primary users of these agreements are the Engineering, Fire, Parks and Recreation, Housing, Golf Courses, Neighborhood Services, Water Resources, Library, Downtown Enterprise Facilities, Real Estate and Sanitation departments.

The Procurement Department, in cooperation with the Engineering, Fire, Parks and Recreation, Housing, Golf Courses, Neighborhood Services, Water Resources, Library, Downtown Enterprise Facilities, Real Estate and Sanitation Departments, recommends renewal:

Building Maintenance, Repair Services and Securing of Structures $675,000

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The contractors have agreed to hold rates firm under the terms and conditions of IFB No. 7588, dated February 18, 2014. Administration recommends renewal of the agreement based upon the vendors’ past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through May 31, 2018. Amounts paid to contractors under this renewal term shall not exceed a combined total of $675,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation & Culture Capital Fund (3029), General Fund (0001), Community Development Fund (1111), Sanitation Operating Fund (4021), Golf Course Operating Fund (4061), Water Resources Fund (4001), Jamestown Complex Fund (4081), Supply Management Fund (5031), Municipal Office Buildings Fund (5005), Marina Operating Fund (4041), and the Emergency Medical Services Fund (1009).

Attachments: Bid Tabulation (2 pages)
Resolution

Approvals:

[Signature] Administrative
[Signature] Budget
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<td>50 EA</td>
<td>75.00</td>
</tr>
<tr>
<td>40</td>
<td>Garage Door Opening, larger than 4' by 4' to 8'</td>
<td>25 EA</td>
<td>75.00</td>
</tr>
<tr>
<td>41</td>
<td>Emergency Service, fee for mobilization in addition to applicable hourly rate or unit amount</td>
<td>30 EA</td>
<td>100.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal Group A and B Payment Terms Discount</th>
<th>396,655.86</th>
<th>299,145.90</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Payment Terms</td>
<td>437,650.00</td>
<td>446,789.00</td>
</tr>
<tr>
<td>Total</td>
<td>484,047.00</td>
<td>484,047.00</td>
</tr>
</tbody>
</table>

Group B: 167,855.00 30,150.00 197,005.00 732,420.00 777,280.00
WHEREAS, on May 15, 2014, City Council approved the award of three-year agreements (Blanket Agreements) with two one-year renewal options to Bayside Building Services Inc., Grosz Construction Company, Inc., Dave Ulm Builders, Inc., Creative Homes of Central Florida, Inc., and Avatar Construction, Inc. in the amount of $1,395,000 for building maintenance, repair services and securing of structures for the Engineering, Fire, Parks and Recreation, Housing, Golf Courses, Neighborhood Services, Water Resources, Library, Downtown Enterprise Facilities, Real Estate and Sanitation Departments (“Departments”) pursuant to IFB No. 7588 dated February 18, 2014; and

WHEREAS, on April 6, 2016, City Council approved an increase to the allocation of the Agreements in the amount of $330,000 for a total contract amount of $1,725,000; and

WHEREAS, on December 15, 2016, City Council approved an increase to the allocation of the Agreements in the amount of $360,000 for a total contract amount of $2,760,000; and

WHEREAS, the City desires to exercise the first renewal option to the Agreements; and
WHEREAS, Bayside Building Services Inc., Grosz Construction Company, Inc., Dave Ulm Builders, Inc., Creative Homes of Central Florida, Inc., and Avatar Construction, Inc. have agreed to uphold the terms and conditions of IFB No. 7588; and

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first renewal option to the Agreement (Blanket Agreement) with Bayside Building Services Inc., Grosz Construction Company, Inc., Dave Ulm Builders, Inc., Creative Homes of Central Florida, Inc., and Avatar Construction, Inc. for building maintenance, repair services and securing of structures for the Recreation, Housing, Golf Courses, Neighborhood Services, Water Resources, Library, Downtown Enterprise Facilities, Real Estate and Sanitation Departments at an estimated annual cost not to exceed $675,000 for a total contract amount to date not to exceed $2,760,000 are 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: Accepting the bid from Shen-Line, LLC for the Cured In Place Stormwater Pipe Rehabilitation Project (Project), in the amount of $1,364,330 (Engineering Project No. 17007-110, Oracle Project No. 15630); and providing an effective date.

Explanation: The Procurement Department received seven (7) bids for the cured-in-place Stormwater Pipe Rehabilitation Project. The bids were opened on March 7, 2017, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shen-Line, LLC (Pompano Beach, FL)</td>
<td>$1,364,330.00</td>
</tr>
<tr>
<td>Lanzo Trenchless Technologies - South</td>
<td>$1,416,762.00</td>
</tr>
<tr>
<td>Layne Inliner, LLC (Tampa, FL)</td>
<td>$1,537,650.00</td>
</tr>
<tr>
<td>Insituform Technologies, LLC</td>
<td>$1,539,524.00</td>
</tr>
<tr>
<td>Kenny Construction Company (Northbrook, IL)</td>
<td>$1,606,243.00</td>
</tr>
<tr>
<td>VacVision Environmental, LLC</td>
<td>$1,773,625.00</td>
</tr>
<tr>
<td>SAK Construction, Inc. (O'Fallon, MO)</td>
<td>$1,961,875.00</td>
</tr>
</tbody>
</table>

The contractor will furnish all labor, material, equipment and services necessary for stormwater pipe rehabilitation using cured-in-place pipe (CIPP) lining technology. The work will be completed at various locations throughout the City’s stormwater service area, as circumstances dictate, and will include maintenance of traffic, diversion of stormwater, cleaning/removal and disposal of all sand, rubble and other accumulated debris within pipeline, Closed Circuit Television Video (CCTV) inspection of pipeline to be rehabilitated, liner installation, final CCTV inspection after lining installation, testing of rehabilitated pipe system, project site cleanup and restoration, and all other incidentals as required and directed by the Engineer to complete the work.

The initial contract period will be for two hundred and forty (240) days. The contract may be renewed as described in the Supplementary Instructions to Bidders. A list of anticipated work locations is included in the appendix of the contract documents. This list is not inclusive and may change, as repairs are completed, and damaged pipelines are discovered. However, it may represent the kinds of repairs that are anticipated to be assigned.

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

Shen-Line, LLC........................................ $1,364,330

Shen-Line, LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6384, dated February 6, 2017. They have done work for Oceola County, Collier County, Florida Department of Transportation Districts D2 and D5, City of Naples and City of New Smyrna, and have performed satisfactorily.

Principals of the Shen-Line, LLC are Daniel DiMura, managing member; and Louis Woska, vice president of operations.

Continued on Page 2
The contractor will begin work approximately ten (10) calendar days from written notice to proceed and is scheduled to complete the work within two-hundred (240) consecutive calendar days thereafter. The contract may be renewed for up to two (2) additional one-year periods.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Neighborhood & Citywide Infrastructure CIP Fund (3027) and the Stormwater Drainage Capital Projects Fund (4013) Drainage Line Rehab/Repl FY17 Project (15630).

Attachments: Resolution

Approvals:
A RESOLUTION ACCEPTING THE PROPOSAL
AND APPROVING THE AWARD OF AN
AGREEMENT (BLANKET AGREEMENT) TO
SHEN-LINE LLC AT A TOTAL CONTRACT
AMOUNT NOT TO EXCEED $1,364,330 FOR
THE CURED IN PLACE STORMWATER PIPE
REHABILITATION PROJECT; AUTHORIZING
THE MAYOR OR MAYOR'S DESIGNEE TO
EXECUTE ALL DOCUMENTS NECESSARY TO
EFFECTUATE THIS TRANSACTION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 7, 2017, the Procurement & Supply Management Department received seven (7) proposals for Bid No. 6384 for the Cured in Place Stormwater Pipe Rehabilitation Project at various locations throughout the City's stormwater service area; and

WHEREAS, Shen-Line LLC has met the requirements for Bid No. 6384 dated February 6, 2017, and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements 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) to Shen-Line LLC at a total contract amount not to exceed $1,364,330 for the Cured in Place Stormwater Pipe Rehabilitation Project is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

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

Subject: Approving the renewal of blanket purchase agreements with Escot Bus Lines, L.L.C., Limosouth, Inc., dba Carey Limousine of Tampa Bay, and The Looper Group, Inc. for special event transportation services, at an estimated annual cost of $185,000, for a total contract amount of $980,000.

Explanation: On May 1, 2013, Administration awarded blanket purchase agreements for transportation services effective through April 30, 2014. Administration approved the first renewal on October 23, 2013. At the time of original award, the annual amount and first renewal were less than $100,000, therefore Council approval was not required. On December 5, 2013, and July 10, 2014, City Council approved increases in allocation of $30,000 and $160,000. On March 19, 2015, and March 17, 2016 respectively, City Council approved the second and third renewal options. This is the final renewal option.

The vendors provide transportation services for events such as co-sponsored special events, the St. Petersburg Grand Prix, and Tampa Bay Rays baseball games. The vendors provide transport to patrons from major city-owned lots and garages to events. This also benefits the City by reducing overflow parking into adjacent neighborhoods.

The Procurement Department, in cooperation with the Transportation & Parking Management Department, recommends renewal:

<table>
<thead>
<tr>
<th>Transportation Services</th>
<th>$185,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Escot Bus Lines, L.L.C. (Largo, FL)</td>
<td></td>
</tr>
<tr>
<td>Limosouth, Inc. dba Carey Limousine of Tampa Bay (Clearwater, FL)</td>
<td></td>
</tr>
<tr>
<td>The Looper Group, Inc. (St. Petersburg, FL)</td>
<td></td>
</tr>
<tr>
<td>Original Agreement Amount</td>
<td>$95,000</td>
</tr>
<tr>
<td>1st Renewal</td>
<td>80,000</td>
</tr>
<tr>
<td>Allocation increase No. 1</td>
<td>30,000</td>
</tr>
<tr>
<td>Allocation Increase No. 2</td>
<td>160,000</td>
</tr>
<tr>
<td>2nd. Renewal</td>
<td>165,000</td>
</tr>
<tr>
<td>3rd. Renewal</td>
<td>265,000</td>
</tr>
<tr>
<td>Final Renewal</td>
<td>185,000</td>
</tr>
<tr>
<td>New Contract Amount</td>
<td>$980,000</td>
</tr>
</tbody>
</table>

The vendors have agreed to hold the terms and conditions of IFB No. 7382, dated April 8, 2013. Administration recommends renewal of the agreement based on the vendor’s past satisfactory performance, and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from date of approval through April 30, 2018. Amounts paid to the vendors pursuant to this renewal shall not exceed a combined total of $185,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Parking Revenue Fund (1021) and the General Fund (0001).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signatures]
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>UOM</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vehicle w/operator - Option 1</td>
<td>HR</td>
<td>$65.00</td>
</tr>
<tr>
<td></td>
<td>Vehicle Type:</td>
<td></td>
<td>Trolley</td>
</tr>
<tr>
<td></td>
<td>Passenger Count:</td>
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<td>22</td>
</tr>
<tr>
<td></td>
<td>Wheelchair Lift (yes/no):</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td># of Vehicles Availble:</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Vehicle w/operator - Option 2</td>
<td>HR</td>
<td>$55.00</td>
</tr>
<tr>
<td></td>
<td>Vehicle Type:</td>
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<td>Trolley</td>
</tr>
<tr>
<td></td>
<td>Passenger Count:</td>
<td></td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Wheelchair Lift (yes/no):</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td># of Vehicles Availble:</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Vehicle w/operator - Option 3</td>
<td>HR</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td>Vehicle Type:</td>
<td></td>
<td>Sedan</td>
</tr>
<tr>
<td></td>
<td>Passenger Count:</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Wheelchair Lift (yes/no):</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td></td>
<td># of Vehicles Availble:</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Vehicle w/operator - Option 4</td>
<td>HR</td>
<td>$78.00</td>
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<tr>
<td></td>
<td>Vehicle Type:</td>
<td></td>
<td>SUV</td>
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<td></td>
<td>Passenger Count:</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Wheelchair Lift (yes/no):</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td># of Vehicles Availble:</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Minimum number of hours per shift:</td>
<td>HR</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>Pre and/or Post trip charge:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pre-Trip</td>
<td>HR</td>
<td>0.5</td>
</tr>
<tr>
<td></td>
<td>Post-Trip</td>
<td>HR</td>
<td>0.5</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE FOURTH AND FINAL RENEWAL OPTION OF AGREEMENTS (BLANKET AGREEMENT) WITH ESCOT BUS LINES, L.L.C., LIMOSOUTH, INC. D/B/A CAREY LIMOUSINE OF TAMPA BAY, AND THE LOOPER GROUP, INC. FOR SPECIAL EVENT TRANSPORTATION SERVICES FOR THE TRANSPORTATION & PARKING MANAGEMENT DEPARTMENT AT AN ESTIMATED RENEWAL AMOUNT NOT TO EXCEED $185,000 FOR A TOTAL FINAL CONTRACT AMOUNT NOT TO EXCEED $980,000; AUTHORIZING THE MAYOR OR MAYOR’S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 1, 2013, Administration awarded one-year Agreements (Blanket Agreement) with four one-year renewal options to Escot Bus Lines, L.L.C., Limosouth, Inc. d/b/a Carey Limousine of Tampa Bay, and theLooper Group, Inc. for special event transportation services for the Transportation & Parking Management Department in the amount not to exceed $95,000; and

WHEREAS, at the time of the original award through October 20, 2016, City Council approval was not required for agreements under $100,000; and

WHEREAS, on October 23, 2013, Administration approved the first renewal option to the agreements in the amount of $80,000 for a total contract amount of $175,000; and

WHEREAS, on December 5, 2013, City Council approved an increase to the allocation of the agreements in the amount of $30,000 for a total contract amount of $205,000; and

WHEREAS, on July 20, 2014, City Council approved an increase to the allocation of the agreements in the amount of $160,000 for a total contract amount of $365,000; and

WHEREAS, on March 19, 2015, City Council approved the second renewal option to the agreements in the amount of $165,000 for a total contract amount of $530,000; and

WHEREAS, on March 17, 2016, City Council approved the third renewal option to the agreements in the amount of $265,000 for a total contract amount of $795,000; and
WHEREAS, the City desires to exercise the fourth and final renewal option to the Agreements in an amount not to exceed $185,000 for a total contract amount not to exceed $980,000; and

WHEREAS, the Procurement Department, in cooperation with the Transportation & Parking Management Department, recommends this renewal; and

WHEREAS, Escot Bus Lines, L.L.C., Limosouth, Inc. d/b/a Carey Limousine of Tampa Bay; and the Looper Group, Inc. have agreed to hold prices firm under the terms and conditions of IFB No. 7382 dated April 8, 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the fourth and final renewal option of Agreements (Blanket Agreements) with Escot Bus Lines, L.L.C., Limosouth, Inc. d/b/a Carey Limousine of Tampa Bay, and The Looper Group, Inc. for special event transportation services for the Transportation & Parking Management Department at an estimated renewal amount not to exceed $185,000 for a total final contract amount not to exceed $980,000 are 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 content:

[Signature]

City Attorney (designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Tampa Armature Works, Inc., for motor repairs and rewinding services for the Water Resources Department, at an estimated annual cost of $90,000, for a total contract amount of $516,950.

Explanation: On April 17, 2014, City Council approved a three-year agreement for motor repairs and rewinding services. The agreement has two one-year renewal options. This is the first renewal.

The vendor provides all labor, material and equipment for inspection, repair, and rewinding of T-frame and U-frame motors. The vendor provides both on-site service and pick up for in-shop service of the motors. These motors are used to operate equipment and pumps in the water plant, potable water pumping stations, lift stations and water reclamation facilities. All replacement parts and materials will be from the original equipment manufacturer (OEM). In addition, the vendor guarantees all rewinds and bearing replacements, including material and workmanship, for a period of one year from the date of repair.

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

Tampa Armature Works, Inc. (Riverview, FL) ........................................ $90,000

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement Amount</td>
<td>$426,950</td>
</tr>
<tr>
<td>First Renewal</td>
<td>$90,000</td>
</tr>
<tr>
<td>New Agreement Amount</td>
<td>$516,950</td>
</tr>
</tbody>
</table>

Tampa Armature Works, Inc. has agreed to hold rates firm under the terms and conditions of IFB No. 7596, dated January 24, 2014. 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. The renewal will be effective from the date of approval through April 30, 2018.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001), and the Water Resources Capital Project Fund (4003).

Attachments: Bid Tabulation (4 pages)
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit Price Mechanical</th>
<th>Unit Price Electrical</th>
<th>Total Unit Price (Mechanical + Electrical)</th>
<th>Extended Price (Quantity x Total Unit Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Baldor 3 HP, 230/460 V, 8 Amps, 1760 Rpm, 184T Frame - St. Petersburg</td>
<td>1</td>
<td>$90.00</td>
<td>$140.00</td>
<td>$230.00</td>
<td>$230.00</td>
</tr>
<tr>
<td>2</td>
<td>Baldor 3 HP, 230/460 V, 2 Amps, 1760 Rpm, 182TC Frame - St. Petersburg</td>
<td>1</td>
<td>90.00</td>
<td>140.00</td>
<td>230.00</td>
<td>230.00</td>
</tr>
<tr>
<td>3</td>
<td>Marathon 5 HP, 460 V, 6.2 Amps, 1755 Rpm, 184T Frame - St. Petersburg</td>
<td>1</td>
<td>90.00</td>
<td>140.00</td>
<td>230.00</td>
<td>230.00</td>
</tr>
<tr>
<td>4</td>
<td>US Motors 10 HP, 460 V, 13.5 Amps, 1765 Rpm, 254T Frame - St. Petersburg</td>
<td>1</td>
<td>100.00</td>
<td>150.00</td>
<td>250.00</td>
<td>250.00</td>
</tr>
<tr>
<td>5</td>
<td>US Motors 10 HP, 230/460 V, 26/13 Amps, 1765 Rpm, 254T Frame - St. Petersburg</td>
<td>2</td>
<td>100.00</td>
<td>150.00</td>
<td>250.00, 500.00</td>
<td>500.00</td>
</tr>
<tr>
<td>6</td>
<td>Baldor 15 HP, 230 V, 41/20.5 Amps, 1760 Rpm, 254JM Frame - St. Petersburg</td>
<td>1</td>
<td>100.00</td>
<td>170.00</td>
<td>270.00, 270.00</td>
<td>270.00</td>
</tr>
<tr>
<td>7</td>
<td>Marathon 15 HP, 230/460 V, 39/19.5 Amps, 1745 Rpm, 254JM Frame - St. Petersburg</td>
<td>2</td>
<td>100.00</td>
<td>170.00</td>
<td>270.00, 540.00</td>
<td>540.00</td>
</tr>
<tr>
<td>8</td>
<td>US Motors 15 HP, 230/460 V, Amps, 1180 Rpm, 284T Frame - St. Petersburg</td>
<td>1</td>
<td>100.00</td>
<td>170.00</td>
<td>270.00, 270.00</td>
<td>270.00</td>
</tr>
<tr>
<td>9</td>
<td>US Motors 15 HP, 230/460 V, Amps, 745 Rpm, 254T Frame - St. Petersburg</td>
<td>1</td>
<td>100.00</td>
<td>350.00</td>
<td>450.00, 450.00</td>
<td>450.00</td>
</tr>
<tr>
<td>10</td>
<td>Westinghouse 15 HP, 230/460 V, 40/20 Amps, 1170 Rpm, 284T Frame - St. Petersburg</td>
<td>1</td>
<td>100.00</td>
<td>170.00</td>
<td>270.00, 270.00</td>
<td>270.00</td>
</tr>
<tr>
<td>Line No.</td>
<td>Description</td>
<td>Qty.</td>
<td>Unit Price Mechanical</td>
<td>Unit Price Electrical</td>
<td>Total Unit Price (Mechanical + Electrical)</td>
<td>Extended Price (Quantity x Unit Price)</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
<td>-----------------------</td>
<td>-----------------------</td>
<td>----------------------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Baldor 3 HP, 230/460 V, 8 Amps, 1760 Rpm, 184T Frame - St. Petersburg</td>
<td>1</td>
<td>$131.50</td>
<td>$220.00</td>
<td>$351.50</td>
<td>$351.50</td>
</tr>
<tr>
<td>2</td>
<td>Baldor 3 HP, 230/460 V, 2 Amps, 1760 Rpm, 182TC Frame - St. Petersburg</td>
<td>1</td>
<td>131.50</td>
<td>220.00</td>
<td>351.50</td>
<td>351.50</td>
</tr>
<tr>
<td>3</td>
<td>Marathon 5 HP, 460 V, 6.2 Amps, 1755 Rpm, 184T Frame - St. Petersburg</td>
<td>1</td>
<td>131.50</td>
<td>220.00</td>
<td>351.50</td>
<td>351.50</td>
</tr>
<tr>
<td>4</td>
<td>US Motors 10 HP, 460 V, 13.5 Amps, 1765 Rpm, 254T Frame - St. Petersburg</td>
<td>1</td>
<td>220.00</td>
<td>287.50</td>
<td>507.50</td>
<td>507.50</td>
</tr>
<tr>
<td>5</td>
<td>US Motors 10 HP, 230/460 V, 26/13 Amps, 1765 Rpm, 254T Frame - St. Petersburg</td>
<td>2</td>
<td>220.00</td>
<td>220.00</td>
<td>440.00</td>
<td>880.00</td>
</tr>
<tr>
<td>6</td>
<td>Baldor 15 HP, 230 V, 41/20.5 Amps, 1760 Rpm, 254JM Frame - St. Petersburg</td>
<td>1</td>
<td>220.00</td>
<td>349.50</td>
<td>569.50</td>
<td>569.50</td>
</tr>
<tr>
<td>7</td>
<td>Marathon 15 HP, 230/460 V, 39/19.5 Amps, 1745 Rpm, 254JM Frame - St. Petersburg</td>
<td>2</td>
<td>200.00</td>
<td>400.00</td>
<td>600.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td>8</td>
<td>US Motors 15 HP, 230/460 V, 1180 Rpm, 284T Frame - St. Petersburg</td>
<td>1</td>
<td>200.00</td>
<td>400.00</td>
<td>600.00</td>
<td>600.00</td>
</tr>
<tr>
<td>9</td>
<td>US Motors 15 HP, 230/460 V, 745 Rpm, 254T Frame - St. Petersburg</td>
<td>1</td>
<td>250.00</td>
<td>500.00</td>
<td>750.00</td>
<td>750.00</td>
</tr>
<tr>
<td>10</td>
<td>Westinghouse 15 HP, 230/460 V, 40/20 Amps, 1170 Rpm, 284T Frame - St. Petersburg</td>
<td>1</td>
<td>300.00</td>
<td>400.00</td>
<td>700.00</td>
<td>700.00</td>
</tr>
<tr>
<td>Line No.</td>
<td>Description</td>
<td>Qty.</td>
<td>Unit Price Mechanical</td>
<td>Unit Price Electrical</td>
<td>Total Unit Price</td>
<td>Extended Price</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>------</td>
<td>-----------------------</td>
<td>-----------------------</td>
<td>-----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>1</td>
<td>Baldor 3 HP, 230/460 V, 8 Amps, 1760 Rpm, 184T Frame - St. Petersburg</td>
<td>1</td>
<td>$172.00</td>
<td>$258.00</td>
<td>$430.00</td>
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</tr>
<tr>
<td>2</td>
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<td>$172.00</td>
<td>$258.00</td>
<td>$430.00</td>
<td>$430.00</td>
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<td>4</td>
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<td>1</td>
<td>$248.00</td>
<td>$345.00</td>
<td>$593.00</td>
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<tr>
<td>5</td>
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<td>$690.00</td>
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<td>6</td>
<td>Baldor 15 HP, 230 V, 41/20.5 Amps, 1760 Rpm, 254JM Frame - St. Petersburg</td>
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<td>$305.00</td>
<td>$530.00</td>
<td>$835.00</td>
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<td>$420.00</td>
<td>$745.00</td>
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<tr>
<td>8</td>
<td>US Motors 15 HP, 230/460 V, 1180 Rpm, 284T Frame - St. Petersburg</td>
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<td>$305.00</td>
<td>$530.00</td>
<td>$835.00</td>
<td>$835.00</td>
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<tr>
<td>9</td>
<td>Frame - St. Petersburg</td>
<td>1</td>
<td>$248.00</td>
<td>$420.00</td>
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<td>10</td>
<td>Rpm 254T Frame - St. Petersburg</td>
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<tr>
<td>Line No.</td>
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<td>Unit Price (Mechanical)</td>
<td>Unit Price (Electrical)</td>
<td>Total Unit Price (Mechanical + Electrical)</td>
<td>Extended Price (Quantity x Total Unit Price)</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>------</td>
<td>-------------------------</td>
<td>------------------------</td>
<td>-------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>1</td>
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<td>$141.00</td>
<td>$291.00</td>
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<tr>
<td>2</td>
<td>Baldor 3 HP, 230/460 V, 2 Amps, 1760 Rpm, 182TC Frame - St. Petersburg</td>
<td>1</td>
<td>141.00</td>
<td>291.00</td>
<td>432.00</td>
<td>432.00</td>
</tr>
<tr>
<td>3</td>
<td>Marathon 5 HP, 460 V, 6.2 Amps, 1755 Rpm, 184T Frame - St. Petersburg</td>
<td>1</td>
<td>141.00</td>
<td>291.00</td>
<td>432.00</td>
<td>432.00</td>
</tr>
<tr>
<td>4</td>
<td>US Motors 10 HP, 460 V, 13.5 Amps, 1765 Rpm, 254T Frame - St. Petersburg</td>
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<tr>
<td>5</td>
<td>US Motors 10 HP, 230/460 V, 26/13 Amps, 1765 Rpm, 254T Frame - St. Petersburg</td>
<td>2</td>
<td>150.00</td>
<td>373.00</td>
<td>523.00</td>
<td>1,046.00</td>
</tr>
<tr>
<td>6</td>
<td>Baldor 15 HP, 230 V, 41/20.5 Amps, 1760 Rpm, 254JM Frame - St. Petersburg</td>
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<td>184.00</td>
<td>631.00</td>
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<td>815.00</td>
</tr>
<tr>
<td>7</td>
<td>Marathon 15 HP, 230/460 V, 39/19.5 Amps, 1745 Rpm, 254JM Frame - St. Petersburg</td>
<td>2</td>
<td>184.00</td>
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<td>815.00</td>
<td>1,630.00</td>
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<tr>
<td>8</td>
<td>US Motors 15 HP, 230/460 V, 1180 Rpm, 284T Frame - St. Petersburg</td>
<td>1</td>
<td>246.00</td>
<td>645.00</td>
<td>891.00</td>
<td>891.00</td>
</tr>
<tr>
<td>9</td>
<td>US Motors 15 HP, 230/460 V, 745 Rpm, 254T Frame - St. Petersburg</td>
<td>1</td>
<td>246.00</td>
<td>755.00</td>
<td>1,001.00</td>
<td>1,001.00</td>
</tr>
<tr>
<td>10</td>
<td>Westinghouse 15 HP, 230/460 V, 40/20 Amps, 1170 Rpm, 284T Frame - St. Petersburg</td>
<td>1</td>
<td>246.00</td>
<td>645.00</td>
<td>891.00</td>
<td>891.00</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE FIRST RENEWAL OPTION OF AN AGREEMENT (BLANKET AGREEMENT) WITH TAMPA ARMATURE WORKS, INC. FOR MOTOR REPAIRS ANDREWINDING SERVICES FOR THE WATER RESOURCES DEPARTMENT AT AN ESTIMATED RENEWAL AMOUNT NOT TO EXCEED $90,000 FOR A TOTAL CONTRACT AMOUNT TO DATE NOT TO EXCEED $516,950; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 17, 2014, City Council approved a three-year agreement (Blanket Agreement) with two one-year renewal options to Tampa Armature Works, Inc. for motor repairs and rewinding services for the Water Resources Department in the amount not to exceed $426,950; and

WHEREAS, the City desires to exercise the first renewal option to the Agreement in an amount not to exceed $90,000 for a total contract amount not to exceed $516,950; and

WHEREAS, the Procurement Department, in cooperation with the Water Resources Department, recommends this renewal; and

WHEREAS, Tampa Armature Works, Inc. has agreed to hold prices firm under the terms and conditions of IFB No. 7596 dated January 24, 2014.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the first renewal option of an agreement (Blanket Agreement) with Tampa Armature Works, Inc. for motor repairs and rewinding services for the Water Resources Department at an estimated renewal amount not to exceed $90,000 for a total contract amount to date not to exceed $516,950 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]

City Attorney (designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Modular Space Corporation for modular building leasing and rentals, at an estimated annual cost of $85,000, for a total contract amount of $320,842.84.

Explanation: On April 28, 2014 administration awarded a two-year blanket purchase agreement for the leasing of modular buildings with three one-year renewal options. City Council's approval was not required at the time since the original agreement was under the $100,000 threshold.

On July 23, 2015, City Council approved allocation increases for the remainder of the original two-year term, due to additional requirements for temporary buildings. On April 7, 2016, City Council approved the first annual renewal. This is the second renewal.

The Parks and Recreation Department is the primary user of this service, and leases modular buildings to accommodate the overflow for the Summer Playcamp, and Teen Camp programs at five recreation centers. Upcoming requirements include the lease of six 14' x 50' modular buildings. In addition, the Water Resources Department uses this service to support on site office space at the SWWRF. Other departments, such as Police and Fire, use this service for temporary office or dormitory space during facility construction or relocation.

The Procurement Department, in cooperation with the Parks and Recreation Department, recommends renewal:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modular Space Corporation (Berwyn, PA)</td>
<td>$85,000</td>
</tr>
<tr>
<td>Original Agreement Amount</td>
<td>$73,842.84</td>
</tr>
<tr>
<td>Allocation increase #1</td>
<td>24,000.00</td>
</tr>
<tr>
<td>Allocation increase #2</td>
<td>53,000.00</td>
</tr>
<tr>
<td>1st Renewal</td>
<td>85,000.00</td>
</tr>
<tr>
<td>2nd Renewal</td>
<td></td>
</tr>
<tr>
<td>New Agreement Amount</td>
<td>$320,842.84</td>
</tr>
</tbody>
</table>

The vendor has agreed to uphold the terms and conditions of RFQ No. 5430, dated April 28, 2014. Administration recommends renewal of the agreement based on the vendor’s past satisfactory performance, and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from May 1, 2017, through April 30, 2018.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001) and the Water Resources Fund (4001).

Attachments: Bid Tabulation
Resolution

Approvals:

Shay K. McBee
By:
Administrative

Stacy McKee
By:
Budget
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Monthly Lease/Rental Rate</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Modular Building (12' x 36')</td>
<td>6</td>
<td>MO</td>
<td>$190.20</td>
<td>$1,141.20</td>
</tr>
<tr>
<td>2</td>
<td>Modular Building (10' x 36')</td>
<td>6</td>
<td>MO</td>
<td>$186.56</td>
<td>$1,119.36</td>
</tr>
<tr>
<td>3</td>
<td>Modular Building (12' x 44')</td>
<td>6</td>
<td>MO</td>
<td>$197.16</td>
<td>$1,182.96</td>
</tr>
<tr>
<td>4</td>
<td>Modular Building (12' x 40')</td>
<td>6</td>
<td>MO</td>
<td>$240.62</td>
<td>$1,443.72</td>
</tr>
<tr>
<td>5</td>
<td>Modular Building (12' x 60')</td>
<td>6</td>
<td>MO</td>
<td>$240.62</td>
<td>$1,443.72</td>
</tr>
<tr>
<td>6</td>
<td>Modular Building (12' x 56')</td>
<td>6</td>
<td>MO</td>
<td>$208.70</td>
<td>$1,249.20</td>
</tr>
<tr>
<td>7</td>
<td>Modular Building (14' x 46')</td>
<td>6</td>
<td>MO</td>
<td>$205.70</td>
<td>$1,234.20</td>
</tr>
<tr>
<td>8</td>
<td>Modular Building (14' x 45')</td>
<td>6</td>
<td>MO</td>
<td>$205.70</td>
<td>$1,234.20</td>
</tr>
<tr>
<td>9</td>
<td>Modular Building (14' x 50')</td>
<td>3</td>
<td>MO</td>
<td>$205.70</td>
<td>$616.10</td>
</tr>
<tr>
<td>10</td>
<td>Modular Building (24' x 60')</td>
<td>3</td>
<td>MO</td>
<td>$503.00</td>
<td>$1,519.00</td>
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<tr>
<td>11</td>
<td>OSHA Stairs with handrail</td>
<td>3</td>
<td>MO</td>
<td>$10.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>12</td>
<td>ADA Compliant Access Ramp</td>
<td>3</td>
<td>MO</td>
<td>$150.00</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

**One Time Rate Options**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Monthly Lease/Rental Rate</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>*Installation &amp; Pick Up for Modular Building (12' x 36')</td>
<td>1</td>
<td>EA</td>
<td>$1,246.00</td>
<td>$1,840.00</td>
</tr>
<tr>
<td>14</td>
<td>*Installation &amp; Pick Up for Modular Building (10' x 36')</td>
<td>1</td>
<td>EA</td>
<td>$1,246.00</td>
<td>$1,840.00</td>
</tr>
<tr>
<td>15</td>
<td>*Installation &amp; Pick Up for Modular Building (12' x 44')</td>
<td>1</td>
<td>EA</td>
<td>$1,246.00</td>
<td>$1,840.00</td>
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<tr>
<td>16</td>
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<td>1</td>
<td>EA</td>
<td>$1,246.00</td>
<td>$1,840.00</td>
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<tr>
<td>17</td>
<td>*Installation &amp; Pick Up for Modular Building (12' x 60')</td>
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<td>$1,840.00</td>
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<tr>
<td>18</td>
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<td>EA</td>
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<td>$1,840.00</td>
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<tr>
<td>19</td>
<td>*Installation &amp; Pick Up for Modular Building (14' x 46')</td>
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<td>EA</td>
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<td>$2,086.00</td>
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<tr>
<td>20</td>
<td>*Installation &amp; Pick Up for Modular Building (14' x 45')</td>
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<td>EA</td>
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<td>$2,086.00</td>
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<td>*Installation &amp; Pick Up for Modular Building (14' x 50')</td>
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<td>EA</td>
<td>$2,086.00</td>
<td>$2,086.00</td>
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<tr>
<td>22</td>
<td>*Installation &amp; Pick Up for Modular Building (24' x 60')</td>
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<td>EA</td>
<td>$5,314.00</td>
<td>$5,314.00</td>
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<tr>
<td>23</td>
<td>*Installation &amp; Pick Up for OSHA Stairs with handrail</td>
<td>1</td>
<td>EA</td>
<td>$10.00</td>
<td>$10.00</td>
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<tr>
<td>24</td>
<td>*Installation &amp; Pick Up for ADA Compliant Access Ramp</td>
<td>1</td>
<td>EA</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
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</tbody>
</table>

**SubTotal:** $36,921.42 $56,286.40

**SBE Discount:** 0 0

**Total:** $36,921.42 $56,286.40
A RESOLUTION APPROVING THE SECOND RENEWAL OPTION OF AN AGREEMENT (BLANKET AGREEMENT) WITH MODULAR SPACE CORPORATION FOR MODULAR BUILDING LEASING AND RENTALS FOR THE PARKS AND RECREATION, WATER RESOURCES, POLICE AND FIRE DEPARTMENTS AT AN ESTIMATED RENEWAL AMOUNT NOT TO EXCEED $85,000 FOR A TOTAL CONTRACT AMOUNT TO DATE NOT TO EXCEED $320,842.84; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 28, 2014, Administration awarded a two-year agreement (Blanket Agreement) with three one-year renewal options to Modular Space Corporation for modular building leasing and rentals for the Parks and Recreation, Water Resources, Police and Fire Departments in the amount not to exceed $73,842.84; and

WHEREAS, at the time of the original award, City Council approval was not required for agreements under $100,000; and

WHEREAS, on July 23, 2015, City Council approved two increases to the allocation of the Agreement in the amount of $24,000 and $53,000, respectively, for a total contract amount of $150,842.84 due to additional requirements for temporary buildings; and

WHEREAS, on April 7, 2016, City Council approved the first renewal option to the Agreement in the amount of $85,000 for a total contract amount not to exceed $235,842.84; and

WHEREAS, the City desires to exercise the second renewal option to the Agreement in an amount not to exceed $85,000 for a total contract amount not to exceed $320,842.84; and

WHEREAS, the Procurement Department, in cooperation with the Parks and Recreation, Water Resources, Police and Fire Departments, recommends this renewal; and

WHEREAS, Modular Space Corporation has agreed to hold prices firm under the terms and conditions of RFQ No. 5430 dated April 28, 2014.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the second renewal option of an agreement (Blanket Agreement) with Modular Space Corporation for modular building leasing and rentals for the Parks and Recreation, Water Resources, Police and Fire Departments at an estimated renewal amount not to exceed
$85,000 for a total contract amount to date not to exceed $320,842.84 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

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

Subject: Approving the renewal of a blanket purchase agreement with All-Kleen/Clean Sweep Floor Care, L.L.C. for custodial services for the Downtown Enterprise Facilities Department, at an estimated annual cost of $70,000, for a total contract amount of $254,000.

Explanation: On May 5, 2014, Administration approved a one-year agreement in the amount of $54,000 for custodial services. The agreement has four one-year renewal options. On December 26, 2014 and April 28, 2016, respectively, Administration approved the first and second renewals. At the time of these renewals, City Council approval was not required for agreements of less than $100,000. City Council approval is requested for the third renewal option.

The vendor provides cleaning and event support services for Sunken Gardens and the Coliseum. Services include emptying trash, mopping and waxing floors, vacuuming and spot cleaning carpets, dusting furniture and venetian blinds, dusting fans and A/C vents, cleaning microwaves, cleaning outdoor furniture and white folding chairs, washing windows, and cleaning and sanitizing restrooms and drinking fountains. The renewal amount has increased due to continued high volume of events at Sunken Gardens.

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

All-Kleen/Clean Sweep Floor Care, L.L.C. (Tierra Verde, FL) .....................$70,000

<table>
<thead>
<tr>
<th>Original Agreement Amount</th>
<th>First Renewal</th>
<th>Administrative Increase</th>
<th>Second Renewal</th>
<th>Third Renewal</th>
<th>New Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$54,000</td>
<td>54,000</td>
<td>22,000</td>
<td>54,000</td>
<td>70,000</td>
<td>$254,000</td>
</tr>
</tbody>
</table>

All-Kleen/Clean Sweep Floor Care, L.L.C. has agreed to hold rates firm under the terms and conditions of RQU #7637, dated March 24, 2014. 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. The renewal will be effective from the date of approval through April 30, 2018.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sunken Gardens Fund (1207), and the Coliseum Operating Fund (1205).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION APPROVING THE THIRD RENEWAL OPTION OF AN AGREEMENT (BLANKET AGREEMENT) WITH ALL KLEEN/CLEAN SWEEP FLOOR CARE, L.L.C. FOR CUSTODIAL SERVICES FOR THE DOWNTOWN ENTERPRISE FACILITIES DEPARTMENT AT AN ESTIMATED RENEWAL AMOUNT NOT TO EXCEED $70,000 FOR A TOTAL CONTRACT AMOUNT TO DATE NOT TO EXCEED $254,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 5, 2014, City Council approved a one-year Agreement (Blanket Agreement) with four one-year renewal options to All Kleen/Clean Sweep Floor Care, L.L.C. for custodial services for the Downtown Enterprise Facilities Department in the amount not to exceed $54,000; and

WHEREAS, at the time of the original award though October 20, 2016, City Council approval was not required for agreements under $100,000; and

WHEREAS, on December 26, 2014, Administration approved the first renewal option in the amount of $54,000 for a total contract amount of $108,000; and

WHEREAS, on October 22, 2015, Administration approved an increase to the allocation of the agreement in the amount of $14,000 for a total contract amount of $122,000; and

WHEREAS, on October 30, 2015, Administration approved an increase to the allocation of the agreements in the amount of $1,000 for a total contract amount of $123,000; and

WHEREAS, on November 10, 2015, Administration approved an increase to the allocation of the agreement in the amount of $7,000 for a total contract amount of $130,000; and

WHEREAS, on April 28, 2016, Administration approved the second renewal option in the amount of $54,000 for a total contract amount of $184,000; and

WHEREAS, the City desires to exercise the third renewal option to the Agreement in an amount not to exceed $70,000 for a total contract amount not to exceed $254,000; and

WHEREAS, the Procurement Department, in cooperation with the Downtown Enterprise Facilities Department, recommends this renewal; and
WHEREAS, All Kleen/Clean Sweep Floor Care, L.L.C. has agreed to hold prices firm under the terms and conditions of RQU No. 7637 dated March 24, 2014.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the third renewal option of an Agreement (Blanket Agreement) with All Kleen/Clean Sweep Floor Care, L.L.C. for custodial services for the Downtown Enterprise Facilities Department at an estimated renewal amount not to exceed $70,000 for a total contract amount to date not to exceed $254,000 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

\[Signature\]

City Attorney (designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the purchase of Extreme Core Switches from PC Solutions & Integration, Inc. for the Department of Technology Services and Police Department, at a total cost of $119,399.14.

Explanation: This purchase is being made under Florida State Contract 43220000-WSCA-14-ACS.

The vendor will furnish and install Extreme Core Switches for the Department of Technology Services data center at the Municipal Service Center and the Police Department. The contract will include six days of onsite configuration services to assist the City's network team in the setup of the new devices.

This new, faster hardware connects servers and allows for transmittal of information to and from each server. The current equipment has reached end-of-life, is no longer supported by the manufacturer and will be properly disposed of or recycled where possible.

The Procurement Department, in cooperation with the Police Department and Department of Technology Services, recommends an award utilizing Florida State Contract 43220000-WSCA-14-ACS to:

PC Solutions and Integration, Inc. (Miami, FL)............................$119,399.14

PC Solutions & Integration, Inc. has met the specifications, terms and conditions of the State of Florida Contract No. 43220000-WSCA-14-ACS, which expires May 31, 2019. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts of other governmental entities, provided that such contract was awarded on the basis of a competitive process. Extreme Core equipment complies with Resolution No. 2011-396, Conflict Minerals in Electronic Products.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology & Infrastructure Fund (5019) Department of Technology Services Network Support (850.2565).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION APPROVING THE PURCHASE OF EXTREME CORE SWITCHES FROM PC SOLUTIONS & INTEGRATION, INC. FOR THE DEPARTMENT OF TECHNOLOGY SERVICES AND THE POLICE DEPARTMENT AT A TOTAL COST NOT TO EXCEED $119,399.14; UTILIZING FLORIDA STATE CONTRACT NO. 43220000-WSCA-14-ACS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase extreme core switches for the Department of Technology Services data center at the Municipal Services Center and the Police Department which will provide newer, faster transmittal of information to and from each server; and

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

WHEREAS, PCSolutions & Integration, Inc. has met the specifications, terms and conditions of Florida State Contract No. 43220000-WSCA-14-ACS; and

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the purchase of extreme core switches from PCSolutions & Integration, Inc. for the Department of Technology Services and the Police Department at a total cost not to exceed $119,399.14; utilizing Florida State Contract No. 43220000-WSCA-14-ACS is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the purchase and support of Storage Area Network (SAN) equipment, from Corus Group, LLC, for the Police Department, at a total cost of $118,716.

Explanation: The Police Department received a proposal from Corus Group, LLC.

The vendor will provide Pure Storage Flash Array SAN Equipment for the Police Department’s data center.

Over the past four months, the Department of Technology Services researched new Solid State Drive (SSD) Storage technologies to identify a viable and cost effective replacement for the current system. SSD Storage is the new dominant SAN platform that provides significantly better performance, data compression and de-duplication, scalability and reduced power consumption. The Pure Flash Array SAN equipment was selected for a 30-day pilot test based on research and industry recognition as a leader in the technology. Pilot test results showed significant increase in performance, data compression and scalability.

The current Storage Area Network (SAN) equipment supporting the Police Data Communications and Computer Dispatching environment has reached maximum performance load. The Pure Storage Flash Array will improve the capacity and provide the required performance for the Police Department’s Data Systems, while using less space and power than the current disk-based storage.

The Procurement Department, in cooperation with the Police Department, recommends for award:

Corus Group, LLC (Norcross, GA) .......................................................... $118,716

This purchase is made in accordance with section 2-239(w) of the Procurement Code, which authorizes City Council to approve the purchase of computer hardware and software that has been successfully pilot tested by the Chief Information Officer (CIO), and includes documented methodology and results of the testing. Pure Storage Flash Array complies with Resolution No. 2011-396, Conflict Minerals in Electronic Products.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001) Police Department Information and Technology Services account (140.1401).

Attachments: Testing Documentation (2 pages)

Resolution

Approvals:

[Signatures]

[Administrative]

[Budget]
Pure Storage Pilot Testing

Use Case:

The City of St. Petersburg Department of Technology Services is testing the Pure Storage FlashArray //m20-20TB as a possible replacement for the Xiotech ISE units currently used for the Police Computer-Aided Dispatch and Public Safety Data Systems.

Test Plan:

Pure will install and configure the FlashArray //m20-20TB at the Police Data Center and assist with moving the initial Datastore from our legacy ISE units to the Pure FlashArray. Computer-Aided Dispatch, Report Management Services and related critical systems will be moved onto the Pure FlashArray system for performance testing over a 30 day period. (3/3/17 through 4/3/17).

Criteria for Success and Results:

Police Application and Technology Services Server Support teams will perform specific tests evaluate performance including, but not limited to the following:

1. Encryption of data that fulfills State of Florida requirements (CJIS/HIPAA). Verified:
   - Module meets FIPS 140-2 overall Level 1 requirements.
2. vServer boot up speed tests will conducted and boot times recorded for both storage solutions. Verified:
   - STPBOOTSPD XIO
     i. Bootup time – 55.03 seconds
   - STPBOOTSPD PURE
     i. Bootup time - 13.5 seconds
3. Database average read and write latencies will be measured and documented. Verified:
   - See PURE and XIO Datastore Latencies Report showed consistently low latency compared to the XIO.
   - Full SQL Database Backup of STPSQL08PD
     i. XIO – 2:06:08
     ii. PURE - 1:16:53
4. Data Deduplication (reduction) Rate verified at 3.1:1 or greater. Verified:
   - 5.5:1
5. Snapshot any volume or group of volumes in the array with no performance impact. Verified:
   - No performance impact and no user impact during multiple snapshot creation.
6. Simulated Drive Failure Test will be performed during production hours and impact will be assessed. Verified:
   - No performance impact and no user impact.

7. Redundant Controller Board Failover Test will be performed during production hours and impact will be assessed. Verified:
   - No performance impact and no user impact.

8. System Performance Reports will be collected and analyzed. Verified:
   - See PURE System Performance Reports zip file (attached) exported from PURE Management Console.

9. User Performance Improvements Identified. Verified:
   - Results for performance improvement on STPCRSPD.
   - See SAP Business Objects Business Intelligence email.

   i. “As mentioned yesterday, I wanted to restate that I have witnessed a significant improvement in Crystal Report email delivery times since the redeployment to the new array. It is estimated that report deliveries via email have improved from 1 to 3 minutes depending on the complexity of associated reports. On average, reports are being delivered within one minute after the scheduled delivery is invoked by the SAP publication service.”

   Richard "Rick" J. Ferner, Jr., DBA
   Senior Operations Analyst
   Information and Technology Services Division

Muslim Gadiwalla, Chief Information Officer
A RESOLUTION APPROVING THE PURCHASE AND SUPPORT OF STORAGE AREA NETWORK (SAN) EQUIPMENT FROM CORUS GROUP, LLC AT A TOTAL COST NOT TO EXCEED $118,716 FOR THE POLICE DEPARTMENT'S DATA CENTER, IN ACCORDANCE WITH CITY CODE 2-239(W), FOR COMPUTER HARDWARE AND SOFTWARE PURCHASES; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to replace the current Storage Area Network (SAN) equipment supporting the Police Data Communications and Computer Dispatching environment which has reached its maximum performance load; and

WHEREAS, the City wishes to purchase a new viable and cost effective Solid State Drive (SSD) Storage for the current disk-based storage system; and

WHEREAS, the results of a pilot test based on Solid State Drive equipment from Corus Group, LLC ("Corus") showed a significant increase in performance, data compression, deduplication, scalability and reduced power consumption and the product is also recognized as a leader in the technology industry; and

WHEREAS, pursuant to Section 2-239(w) of the Procurement Code, the City is exempt from competitive bidding computer hardware and software. That meets the following criteria:

1. The total cost of the purchase does not exceed $250,000.00;
2. The hardware or software must integrate with existing City hardware or software;
3. The hardware or software must have been successfully pilot tested by the Chief Information Officer (CIO) and the methodology and results of the testing must be documented;
4. The hardware or software must be a cost-effective solution for the City as determined by the CIO; and
5. The hardware or software has been approved by the CIO; and

WHEREAS, Corus has met the requirements of City Code 2-239(w); and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase and support of Storage Area Network (SAN) equipment from Corus Group, LLC at a total cost not to exceed $118,716 for the Police Department's Data Center, in accordance with City Code 2-239(w), for computer hardware and software purchases 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:

[Signature]

City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the purchase of three mowers from Wesco Turf, Inc. for the Golf Courses, at a total cost of $82,398.65.

Explanation: This purchase is being made from Florida State Contract No. 21100000-15-1.

The vendor will furnish and deliver two Toro mowers and one Sand Pro. The two Toro 3150Q Greensmasters will be used for mowing putting surfaces, and the Toro 3040 Sandpro will be used for raking sand bunkers at the golf courses.

The new equipment has a life expectancy of eight to ten years, and is replacing units that are between 17 and 18 years old. The existing mowers have reached the end of their economic useful life and will be sold at public auction.

The Procurement Department, in cooperation with the Golf Courses, recommends an award utilizing Florida State Contract No. 21100000-15-1:

<table>
<thead>
<tr>
<th>Wesco Turf, Inc. (Sarasota)</th>
<th>$82,398.65</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toro Greensmaster 3150-Q</td>
<td>2 EA @ $32,786.65</td>
</tr>
<tr>
<td>Toro Sandpro 3040</td>
<td>1 EA @ 16,825.35</td>
</tr>
</tbody>
</table>

Wesco Turf, Inc. has met the specifications, terms and conditions of Florida State Contract No. 21100000-15-1 effective through June 30, 2017. This purchase is made in accordance with Section 2-256(2) of the City Code, which authorizes the Mayor, or his designee, to utilize competitively bid contracts of other governmental entities.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Golf Courses Operating Fund (4061), Mangrove Bay Maintenance Division (2509).

Attachments: Resolution

Approvals:
A RESOLUTION APPROVING THE PURCHASE OF THREE (3) REPLACEMENT RIDING LAWN MOWERS FROM WESCO TURF, INC. FOR THE GOLF COURSES AT A TOTAL COST NOT TO EXCEED $82,398.65; UTILIZING FLORIDA STATE CONTRACT NO. 21100000-15-1; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase three (3) riding lawn mowers for the Golf Courses to replace units that have reached the end of their economic useful life; and

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

WHEREAS, Wesco Turf, Inc. has met the specifications, terms and conditions of Florida State Contract No. 21100000-15-1; and

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the purchase of three (3) replacement riding lawn mowers from Wesco Turf, Inc. for the Golf Courses at a total cost not to exceed $82,398.65; utilizing Florida State Contract No. 21100000-15-1 is hereby approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving a three-year agreement with Pureworks, Inc., for an employee safety training management system for the Water Resources and the Stormwater, Pavement and Traffic Operations departments, at a total contract amount not to exceed $79,050.

Explanation: The City received five proposals for employee training management systems. The proposals are described in the Technical Evaluation attached to this memorandum. Proposals were received from the following firms:

1. Pureworks, Inc, Franklin, TN $79,050
2. Target Solutions Learning, LLC, Tampa, FL 133,500
3. DuPont Sustainable Solutions, Virginia Beach, VA 75,000
4. Convergence Training, Camas, WA 27,720
5. American Water Works Association, Denver, CO 16,488

The vendor will provide a web-based employee safety training management system with 500 user IDs, over 25 course titles, including Office Safety, Defensive Driver, Ladder Safety and Confined Space Hazards, professional services and technical support.

The system will allow the departments' safety officers and management to customize training modules for each employee based on their job description, and monitor training progress through detailed electronic records and reports. Required training modules can be scheduled for specific completion times for individuals or groups. Each module includes a review of the department's safety policy, self-guided interactive training, a short course quiz, and certificate of completion.

All training will be recorded into each employee’s personnel file and is transferable among all City departments. Continuing education modules will also be available for professional growth.

Proposals were evaluated by Water Resources' training staff based on ability to accommodate custom training plans, training record collection and monitoring, available reports, and cost. The proposal from Pureworks, Inc. met all requirements and is recommended based on its ability to (i) provide the highest number of occupational health and safety courses, (ii) monitor training status by group or individual, and (iii) provide training plans with customizable content at a reasonable annual subscription fee.

The Procurement Department, in cooperation with the Water Resources and Stormwater, Pavement and Traffic Operations departments, recommends an award to:

Pureworks, Inc (Franklin, TN) $79,050

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>PureSafety LMS (3 years)</td>
<td>$63,000</td>
</tr>
<tr>
<td>Standard Course Package</td>
<td>27,000</td>
</tr>
<tr>
<td>EHS Fundamental Training</td>
<td>No charge</td>
</tr>
<tr>
<td>25 Bonus Course Expansion</td>
<td>No charge</td>
</tr>
<tr>
<td>PureSafety Discount</td>
<td>(15,000.00)</td>
</tr>
<tr>
<td>Professional Services</td>
<td>3,750</td>
</tr>
<tr>
<td>Training</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total Estimated Costs</strong></td>
<td>$79,050</td>
</tr>
</tbody>
</table>

Pureworks Inc. is based in Franklin, Tennessee, has been in business since 1999 and has 10,000 employees. Their services are utilized by Polk County BOCC and the City of Bowling Green, KY with... Continued on Page 2
satisfactory results. A blanket purchase agreement will be issued to the vendor and will be binding only for the actual services and equipment provided. The agreement will be effective for a three-year period that begins 30 days after the execution of the agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001); the Storm Water Utility Operating Fund (4011); and the General Fund (0001).

Attachments: Technical Evaluation (3 pages)
Resolution

Approvals:
Summary Work Statement

The City received five proposals for employee training management software. The successful offeror will provide safety training and learning management software for Water Resources and the Stormwater Pavement and Traffic Operations departments. The objective of the system is to accommodate a minimum of 20 course titles, provide technical support, allow the departments' safety officers and management the ability to customize training modules for each employee based on their job description, as well as monitor training progress through detailed electronic records and reports. Proposals were received from:

1. Pureworks, Inc, Franklin, TN  $79,050
2. Target Solutions Learning, LLC, Tampa, FL  133,500
3. DuPont Sustainable Solutions, Virginia Beach, VA  75,000
4. Convergence Training, Camas, WA  27,720
5. American Water Works Association, Denver, CO  16,488

Evaluation

The evaluation of the proposals was conducted by:

Bryan King, Safety and Training Officer, Water Resources Department

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Excellence and thoroughness of the proposed solution.
- Offeror's understanding of the City's purpose, scope and objectives, including the applicability and quality of the Offeror's methodology, plan management and control.
- Offeror's willingness to enter into a contract acceptable to the City and the number of exceptions taken to the City's terms and conditions.
- Offeror's experience, resources and quality of key personnel assigned to this project.
- Offeror's overall cost for the solution, including recurring maintenance and support fees.

Offerors' Profiles

Below are profiles of the offerors and a summaries of the strengths and weaknesses of the offerors as reported after the initial independent review.

Pureworks, Inc. dba UL EHS Sustainability is headquartered in Franklin, TN, and was incorporated in 1999. Pureworks, Inc. has been providing safety training and employee management solutions for 18 years. The safety training division has 250 employees. Its strengths include: length of service in the industry; availability of technical support staff; diversity of training catalog; and customization of training to agency needs.

Weaknesses: none.
The proposal exceeds the City’s requirements and received a score of five.

**Target Solutions Learning, LLC** is located in Tampa and was incorporated in Florida in 2014. The company has been providing training solutions since 1999. Its strengths include: understanding the needs of the Water Resources Department; high quality training courses; and availability of skilled customer service personnel.

Weaknesses include: as the highest priced offeror, the per employee cost for training does not provide the best value for the services provided and exceeds the City's budget for training at $133,500 for a three-year contract.

The proposal meets the City’s requirements and received a score of four.

**DuPont Sustainable Solutions’** Coastal Training Technologies office is located in Virginia Beach, VA. DuPont has been offering workplace training for more than 40 years and is a global science and engineering company with thousands of employees. Its strengths include: a robust learning management system; establishment as a global company; full access to an entire course catalog; and implementation service and training.

Weakness includes: outdated video content, and inflexibility in contract terms and conditions.

The proposal marginally met the City’s requirements and received a score of three.

**Convergence Training** is headquartered in Camas, WA, and was incorporated in Washington in 1997. Its strengths include: thorough online platform with the ability to track, report and reduce risk; understanding of the needs of the department and ability to mitigate potential training issues; compilation of a comprehensive training package to meet the department’s needs; and minimal cost solution.

Weakness includes: Training modules are all computer-generated simulations, which will reduce the effectiveness of training content and diminish the ability to offer or deliver positive training outcomes.

The proposal marginally met the City’s requirements and received a score of two.

**American Water Works Association** is headquartered in Denver, CO, and was founded in 1881. American Water Works Association is the largest nonprofit, scientific and educational association for water treatment, with approximately 50,000 members. Its strengths include: offering a basic understanding of safety material that is easy to understand; understanding of the specific technical work that the Water Resources Department performs daily; and easy purchase options with no contract agreement required.

Weaknesses include: General learning material only provides an overview of safety information and only offer introductory level training on specific learning subjects, no customer or technical support for training materials.

The proposal marginally met the City’s requirements and received a score of one.
Evaluation

The proposals were evaluated solely on the evaluation criteria and scored on the following scale.

<table>
<thead>
<tr>
<th>Scoring Scale</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Significantly exceed requirements</td>
<td>5</td>
</tr>
<tr>
<td>Exceeds requirements</td>
<td>4</td>
</tr>
<tr>
<td>Meets requirements</td>
<td>3</td>
</tr>
<tr>
<td>Marginally meets requirements (minor weakness, but correctable)</td>
<td>2</td>
</tr>
<tr>
<td>Major deficiencies (correctable only w/major changes)</td>
<td>1</td>
</tr>
<tr>
<td>No data provided/major deficiencies (not correctable)</td>
<td>0</td>
</tr>
</tbody>
</table>

Based on the evaluated scores the proposals are ranked as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pureworks, Inc. dba UL EHS Sustainability</td>
<td>(5)</td>
</tr>
<tr>
<td>2.</td>
<td>Target Solutions Learning, LLC</td>
<td>(4)</td>
</tr>
<tr>
<td>3.</td>
<td>DuPont Sustainable Solutions</td>
<td>(3)</td>
</tr>
<tr>
<td>4.</td>
<td>Convergence Training</td>
<td>(2)</td>
</tr>
<tr>
<td>5.</td>
<td>American Water Works Association</td>
<td>(1)</td>
</tr>
</tbody>
</table>

Recommendation for Award

The Water Resources Department evaluated all proposals and recommended Pureworks, Inc. dba UL EHS Sustainability for award of the agreement. Pureworks, Inc. dba UL EHS Sustainability has met the requirements of the proposal and has been determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth.

Pureworks Inc.'s references have been checked and are satisfactory.

Bryan King, Evaluator
RESOLUTION NO. 2017-_______

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND PUREWORKS, INC., FOR AN EMPLOYEE TRAINING MANAGEMENT SYSTEM TO BE USED BY THE WATER RESOURCES DEPARTMENT AND THE STORMWATER, PAVEMENT, AND TRAFFIC OPERATIONS DEPARTMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Water Resources Department solicited and evaluated proposals for an employee training management system to be used by the Water Resources Department and the Stormwater, Pavement, and Traffic Operations Department; and

WHEREAS, the web-based system proposed by Pureworks, Inc., ("Pureworks") provides customized training modules based on an employee's job description and monitors the employee's training progress through detailed electronic records and reports; and

WHEREAS, Water Resources Department training staff recommends selection of the system proposed by Pureworks based on that system's ability to (i) provide the highest number of occupational health and safety courses, (ii) monitor training status by group or individual, and (iii) provide training plans with customizable content at a reasonable annual subscription fee; and

WHEREAS, the Water Resources Department and the Stormwater, Pavement, and Traffic Operations Department each desire to begin using the system proposed by Pureworks pursuant to a three-year agreement in a total amount not to exceed $79,050, and the Administration recommends approval of such an agreement; and

WHEREAS, funding in the amount of $79,050 has been previously appropriated in the Water Resources Operating Fund (4001); the Storm Water Utility Operating Fund (4011); and the General Fund (0001).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, hereby approves a three-year agreement between the City and Pureworks in a total amount not to exceed $79,050 for an employee training management system to be used by Water Resources Department and the Stormwater, Pavement, and Traffic Operations Department.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the agreement and all documents necessary to effectuate this transaction. This resolution will become effective immediately upon adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)

[Signature]
Administration
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a proposal from Applied Spectrometry Associates, Inc., a sole source supplier, for ChemScan Analyzers for the Water Resources Department, at a total cost of $69,130.

Explanation: The City received a quote for ChemScan Analyzers.

The vendor will furnish and deliver two ChemScan NH2CL Analyzers. They will be installed by the city staff at the Oberly and the Washington Terrace Pumping Station.

On July 5, 2016, and on February 28, 2017, the Water Resources Department purchased and installed two ChemScan Analyzers at the Cosme Treatment Plant Operations facility to monitor a 48" main and a 36" main. The new units will replace two outdated analyzers and will reduce maintenance cost as the parts are interchangeable. In addition, these units will facilitate the training of staff due to standardization of the units across all facilities, therefore a sole source procurement is recommended.

The analyzers will test potable drinking water for ammonia and chlorine which is mandated under government regulations, Florida Administrative Code & Florida Administrative Register, Rule Chapters 62-550 and 62-555, Drinking Water Standards, Monitoring and Reporting.

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

Applied Spectrometry Associates, Inc. (Waukesha, WI)..........................$69,130
ChemScan NH2CL Analyzers 2 EA @$34,565

This purchase is made in accordance with Section 2-249 (d) 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, where the compatibility of equipment, accessories or replacement parts is the paramount consideration.

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

Attachments: Sole Source Resolution

Approvals:
City of St. Petersburg
Sole Source Request
Procurement & Supply Management

Department: 4202081 & 4202085    Requisition No. 5368333 & 5368338
Check One:  X Sole Source    _____ Proprietary Specifications
Estimated Total Cost: $89,130.00

Description of items (or Services) to be purchased:
Chemical Analyzer - potable water system

Purpose of Function of items:
Potable water chemical analyzer to provide safe drinking water

Justification for Sole Source of Proprietary specification:
This is for the purchase of two chemical analyzers. The city has recently purchased these analyzers and is very satisfied with the accuracy and low cost of maintenance. Standardization on this equipment delivers several advantages over other manufacturer’s units. This analyzer meets the needs to deliver safe potable water with the best value for the city.

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.

[Signatures and dates]
Department Director

[Signature]
Administrator/Chief

[Signature]
Louis Moore, Director
Procurement & Supply Management
A RESOLUTION DECLARING APPLIED SPECTROMETRY ASSOCIATES, INC. TO BE A SOLE SOURCE SUPPLIER FOR CHEMSCAN ANALYZERS FOR THE WATER RESOURCES DEPARTMENT; ACCEPTING THE PROPOSAL AND APPROVING THE PURCHASE FROM APPLIED SPECTROMETRY ASSOCIATES, INC. FOR THE PURCHASE OF CHEMSCAN ANALYZERS FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $69,130; 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 two ChemScan NH2CL Analyzers at the Oberly and Washington Pumping Stations to test potable drinking water for ammonia and chlorine which is mandated under government regulations; and

WHEREAS, Applied Spectrometry Associates, Inc. is the sole provider of the new updated ChemScan Analyzers for the Water Resources Department which will become standardized units across all facilities and reduce maintenance costs as the parts are interchangeable; 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 Water Resources Department, recommends approval of the award to Applied Spectrometry Associates, 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 Applied Spectrometry Associates, Inc. is a sole source supplier.

BE IT FURTHER RESOLVED that the proposal is accepted and the purchase from Applied Spectrometry Associates, Inc. for ChemScan Analyzers for the Water Resources Department at a total cost not to exceed $69,130 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:

[Signature]
City Attorney (Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a proposal from Bryant Miller Olive P.A. for bond counsel services for the City and approving a retainer agreement.

Explanation: The Procurement Department received two proposals for bond counsel services. The two proposals were received from:

1. Bryant Miller Olive, P.A.
2. Greenspoon Marder, P.A.

The proposals were evaluated by a cross-functional team from the Finance, Budget & Management departments, and the Public Works Administration. They include:

Anne Fritz, Finance Director
Tom Greene, Budget Director
Evelyn Rosetti, Public Works Business Services Manager

The evaluation criteria was based on the following criteria:

• Experience of firm and staff qualifications
• Capacity to accomplish the work and services
• Tax expertise
• Likelihood of conflicts of representation
• Past performance on similar contracts
• Costs and fees

The vendor will serve as bond counsel to the City for the issuance of municipal bonds for the City and the Health Facilities Authority and will also provide advice concerning any matters related to the City's outstanding bonds and the other related matters as set forth in the retainer agreement. The City will pay Bryant Miller Olive P.A. only for actual services rendered.

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

Bryant Miller Olive P.A. (Tampa, FL) (approval of the retainer agreement)

Bryant Miller Olive P.A. has met the requirements of RFP No. 6122-2, dated December 6, 2016. Bryant Miller Olive P.A. was determined to be most advantageous to the City, taking into consideration price and the evaluation criteria set forth in RFP No. 6122-2, dated December 6, 2016. They have performed these services for the City since 1974 and have performed satisfactorily.

Cost/Funding/Assessment Information: Bond Counsel service fees are appropriated from the bond proceeds at the time of issuance of bonds. Fees are considered a part of the bond costs of issuance.

Attachments: Technical Evaluation (3 pages)
Meeting Minutes (3 pages)
Retainer Agreement (10 pages)
Resolution

Approvals:
Technical Evaluation
918-74 Bond Counsel Services

Summary Work Statement

The City received two proposals for RFP No. 6122-2: Bond Counsel Services. The successful offeror will provide legal counsel for the issuance of municipal bonds for the City of St. Petersburg and advice concerning any matters related to the City's outstanding bonds. The proposals were received from the following:

1. Bryant Miller Olive P.A.
2. Greenspoon Marder, P.A.

Evaluation Committee

The evaluations of the proposal were conducted by:

Anne Fritz, Finance Director
Tom Greene, Budget Director
Evelyn Rosetti, Manager, Water Resources

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience of the firm and staff qualifications
- Capacity to accomplish the work and services
- Tax expertise
- Likelihood of conflicts of representation
- Past performance on similar programs
- Costs and fees

Offerors' Profiles

Below is a profile of the offerors and a summary of the strengths and weaknesses of the offerors as reported after the initial independent review.

Bryant Miller Olive P.A. (BMO) is a professional association of attorneys organized under the laws of the State of Florida. It was established in 1970. The shareholders, who consist exclusively of attorneys employed by BMO, own 100 percent of BMO. They have five offices in Florida. The Tampa office will provide service for the City. BMO has 71 employees nationally, including professional and secretarial staff. Employees from Tampa, Jacksonville and Atlanta will be assigned to the City. The professional staff consists of 35 attorneys, 25 of whom are focused primarily on the area of public finance law. The Tampa office has 16 employees, including five attorneys who focus on public finance law. BMO has provided bond counsel for over 43 years. It is a nationally recognized municipal bond practice that has provided bond counsel services since 1973, and has been ranked the number one bond counsel firm in Florida by the Securities Data Company over the past five years.
Its strengths include: their experienced staff; a substantial practice in Florida; qualified partners and principals; qualified attorneys with bond experience and complex tax issues; tax expertise; experience working with governmental agencies; the location of servicing offices in Tampa and Tallahassee, their proposed ability to mitigate possible conflicts of representation by removing their firm as a possible representative around the Tampa Bay area from discussions involving the Tampa Bay Rays.

Its weaknesses include: their large client base that may take focus away from the City.

The proposal meets the City's requirements.

Greenspoon Marder P.A. (GM) is a full service, statewide law firm and a nationally recognized bond counsel firm organized under the laws of the State of Florida. It was established in 1984. The shareholders, who consist exclusively of attorneys employed by GM, own 100 percent of GM. They have ten offices in Florida and 659 employees nationally, including professional and secretarial staff. Employees from Tampa and West Palm Beach will be assigned to the City. The Tampa office has nine employees. The three attorneys who focus on public finance law and will be handling the City's financings are located in their offices in southeast Florida. The professional staff consists of 200 attorneys and the attorneys in GM's public finance department were shareholders of Ruden McClosky P.A., which combined with GM in December 2011. Since 1984, GM has participated in more than 600 tax-exempt financings for Florida issuers, with an aggregate amount in excess of $16 billion. They have provided bond counsel services for various cities, counties and special districts. The firm has been listed in the RED Book since combining with Ruden McClosky in 2011.

Its strengths include: their diversified experience, qualified attorneys, being ranked as one of the "Best Law Firms" by U.S. News and World Report, and their use of case study to demonstrate their creative problem-solving thought process.

Its weaknesses include: possible conflicts with Tampa Bay Rays as a client and their diverse client base, limited experience with utility financings for large cities and counties, proposed use of a sub-consultant to handle special tax issues, the location of their public finance attorneys handling the City's financings is in southeast Florida and that their public finance dealings are focused in southeast Florida.

The proposal meets the City's requirements.

**Short-listing and Oral Presentations**

The proposals were initially evaluated solely on the evaluation criteria established in the RFP. The proposals were then ranked and both finalists were invited to make oral presentations on February 24, 2017, before the evaluation committee for the purpose of clarifications and to ensure full understanding of the City's requirements. The presentations also enabled the committee to have a full understanding of the offerors' proposals and responses. Following the presentations, the evaluation committee ranked the proposals as follows:

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<tr>
<th>Rank</th>
<th>Firm</th>
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<tr>
<td>1.</td>
<td>Bryant Miller Oliver P.A.</td>
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<tr>
<td>2.</td>
<td>Greenspoon Marder, P.A.</td>
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The evaluation committee requested that Greenspoon Marder, P.A be removed from further consideration and that a best and final (BAFO) offer be requested from Bryant Miller Olive P.A.

Recommendation for Award

On March 13, 2017, the committee evaluated the BAFO from Bryant Miller Olive P.A. (BMO). The committee decided to recommend an award to BMO, as they meet the requirements for RFP No. 6122-2 and were determined to be the most advantageous for the City, taking into consideration their years of providing these services to the City, price and the evaluation criteria set forth in a RFP.

Bryant Miller Olive was selected for the following reasons:

- Years of experience in providing bond counsel services to the City; good understanding of the City debt offering
- Staff assigned are of the highest quality
- They provide similar services to our neighboring municipalities
- They are a top-rated bond council firm in Florida
- The local office in Tampa allows for easy access and quick response
- Their in-house tax council is nationally recognized
- Their focus is only on public finance; therefore fewer potential conflicts

Thomas Greene, Chair

Anne Fritz, Committee Member

Evelyn Rosetti, Committee Member
Title: RFP No. 6122-2: Bond Counsel Services
Meeting Date: Monday, February 13, 2016
Time: 9:00 a.m.
Place: Municipal Services Center, One 4th Street North, 5th Fl.
Conference Room 500, St. Petersburg, FL

Committee Members in attendance: Anne Fritz, Tom Greene, Evelyn Rosetti
Committee Advisory: Mark Winn
Staff: Karen Dewar

No members of the public in attendance.

Motion by: Evelyn Rosetti to nominate Tom Greene
Seconded by: Anne Fritz
Votes: Affirmative (3)

Committee Members ranked:
1. BMO; 2. GM;
Motion by: Anne Fritz to invite both to present and to provide clarifications
Seconded by: Tom Greene & Evelyn Rosetti
Vote: Affirmative (3)

Meeting adjourned at 9:50 a.m.
<table>
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<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
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</table>
| 1. Introductions                                | Committee Members in attendance: Anne Fritz, Tom Greene, Evelyn Rosetti  
Committee Advisory: Mark Winn  
Staff: Karen Dewar  
No members of the public in attendance.                                                                                                                                 |
| a. Public Comments                              |                                                                                                                                                                                                                       |
| b. Florida’s Open Meeting Law – FS 286.011 [Karen Dewar] |                                                                                                                                                                                                                       |
| c. Prohibited Communication - AP #050100 [Karen Dewar] |                                                                                                                                                                                                                       |
| 2. Evaluations of Proposals - Presentations (Strengths and Weaknesses) | All Committee Members maintained ranking: 1. BMO; 2. GM;  
Motion by: Tom Greene to request BMO to provide BAFO  
Seconded by: Anne Fritz & Evelyn Rosetti  
Vote: Affirmative (3)  
Action: Tom Greene to send information required for BAFO  
Action: Clarify item(s) on fee structure  
Meeting adjourned at 4:40 p.m.                                                                 |
### Agenda Item

1. **Introductions**
   - a. Public Comments
   - b. Florida's Open Meeting Law – FS 286.011 [Karen Dewar]
   - c. Prohibited Communication - AP #050100 [Karen Dewar]

2. **Evaluations of Proposals – BAFO (Strengths and Weaknesses)**
   - a. Bryant Miller Olive P.A. (BMO)

3. **Recommendation**

4. **Dissolution of Evaluation Committee**

### Discussion/Action Taken

| Committee Members in attendance: Anne Fritz, Tom Greene, Evelyn Rosetti |
| Committee Advisory: Mark Winn |
| Staff: Karen Dewar |
| No members of the public in attendance. |

**Motion by:** Evelyn Rosetti to move forward and recommend award to BMO  
**Seconded by:** Anne Fritz  
**Vote:** Affirmative (3)

**Action:** a. Karen Dewar to notify BMO that the city is moving forward with ROA  
b. Start consent item and forward to Mark Winn for input.

**Meeting adjourned at 9:45 a.m.**
BOND COUNSEL RETAINER AGREEMENT

By and Between

CITY OF ST. PETERSBURG, FLORIDA
and
BRYANT MILLER OLIVE P.A.
# BOND COUNSEL RETAINER AGREEMENT

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BOND COUNSEL RETAINER AGREEMENT

THIS BOND COUNSEL RETAINER AGREEMENT (the "Retainer Agreement") is entered into by and between the City of St. Petersburg, Florida (the "City") and the law firm of Bryant Miller Olive P.A. (the "Firm") as of the ___ day of __________, 2016.

WHEREAS, the Firm and its members have a local and statewide presence, have provided, and continue to provide bond counsel, disclosure counsel and special public finance and/or special counsel services to local governments throughout Florida; and

WHEREAS, the City and the Firm desire to document and memorialize that the Firm shall be available to serve on an as needed basis as bond counsel and/or special public finance and/or special counsel to the City; and

WHEREAS, the City and the Firm desire to respectively receive and provide legal services specifically described herein pursuant to this Retainer Agreement.

NOW, THEREFORE, it is agreed as follows:

1. RETAINER AGREEMENT. This Retainer Agreement shall supersede any prior agreements between the parties concerning the provision of bond counsel and special public finance and/or special counsel legal services.

2. BOND COUNSEL SERVICES.

(A) The Firm as bond counsel will, when requested by the City, perform the following services with respect to City financings including without limitation bonds, loans, subject to annual appropriation lease-purchase agreements, interlocal financing agreements, notes or other obligations of the City, and matters relating thereto:

   (1) review of proposed financing programs as to legal feasibility, compliance with applicable law and pending or proposed revisions to the law, including United States Treasury regulations;

   (2) advice as to structuring procedures, required approvals and filings, schedule of events for timely debt issuance, and other legal matters relative to such debt;

   (3) attend meetings with City staff, City Attorney and officials, the City’s financial advisor, the City’s engineers, the underwriters and others as appropriate for development of the debt materials or dissemination of information in connection therewith;

   (4) prepare ordinances and/or resolutions and any amendments thereto in order to authorize the debt;
(5) prepare or review the trust indentures, loan agreements, escrow agreements, subject to annual appropriation lease-purchase agreements, and any other agreements or similar documents necessary, related or incidental to any financing;

(6) assist the City Attorney in the preparation of all validation pleadings, including complaint, notice of service, proposed answer, memorandum of law, and proposed order and to be in attendance to assist with any validation proceeding;

(7) if sale is by competitive bid, assist in preparation of the bid comments, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the bonds in that manner;

(8) review the transcripts of all proceedings in connection with the foregoing and indicate any necessary corrective action;

(9) prepare, obtain, deliver and file all closing papers necessary in connection with any debt, including, but not limited to, certified copies of all minutes, ordinances, resolutions, and orders; certificates such as officers, seal, incumbency, signature, no prior pledge; and verifications, consents and opinions from accountants, engineers, special consultants and attorneys;

(10) review all disclosure documents prepared and authorized by the City, but only insofar as such documents describe the bonds and summarize the underlying documents; however, the Firm shall assume no responsibility for (a) the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data, or (b) for ensuring qualification of the bonds for sale under the “blue-sky” laws or jurisdiction; and

(11) subject to the completion of proceedings to the Firm’s satisfaction, render a legal opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal income tax purposes.

(B) The Firm’s duties as bond counsel in this engagement are limited to those expressly set forth herein and do not include:

(1) except as described above, assisting in the preparation or review of an official statement, if any, or any other disclosure document with respect to the bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a
material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(2) preparing requests for tax rulings from the Internal Revenue Service;

(3) preparing "blue sky" or investment surveys with respect to the bonds;

(4) drafting state constitutional or legislative amendments;

(5) pursuing test cases or other litigation, such as contested validation proceedings, except as set forth above;

(6) making an investigation or expressing any view as to the creditworthiness of the City, any credit enhancement provider, or the bonds;

(7) providing services related to derivative financial products (e.g. 'swaps' and related documents or opinions);

(8) assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(9) representing the issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations;

(10) after closing, monitoring the issuer concerning any actions that could cause interest paid on the bonds to be included in gross income for federal income tax purposes;

(11) provide bankruptcy legal services; or

(12) addressing any other matter not specifically set forth above that is not required to render the Firm's bond opinion.

The Firm's opinions will be based on facts and law existing as of its date. In rendering an opinion, the Firm will rely on the certified proceedings and other certifications of public officials, officers of the City and other persons furnished to the Firm without undertaking to verify the same by independent investigation, and the Firm will assume continuing compliance by the City with applicable laws relating to the bonds. The Firm will rely on the City to provide complete and timely information on all developments pertaining to any aspect of the bonds, the use of proceeds of the bonds, and the security for the bonds.

(C) For the services described above (other than routine validation procedures and related appeals, post-closing matters, and other hourly matters), the City agrees that the Firm
shall be compensated for bond counsel services, at the time the financing closes based on the transactional fees set forth in Exhibit A ("Fees").

(D) The Firm’s Fees may vary up or down: (1) if material changes in the size, structure or schedule of the financing occur; or (2) if unusual or unforeseen circumstances arise which require a significant increase in the Firm’s time or responsibility. If, at any time, the Firm believes that circumstances require an adjustment of the Fees, the Firm will advise the City and seek an adjustment based upon the relevant circumstances. Such adjustment will only be made by the City, in its sole discretion. The City shall not be required to pay any increase in the Fees unless otherwise agreed to by the City in writing. Any adjustment may be approved by the City Attorney.

(E) It is understood and agreed by the parties that the City will reimburse the Firm for reasonable out-of-pocket expenses, as permitted by law, whether or not bonds or notes are ultimately issued. Such reimbursement will be for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, overnight delivery charges, and travel expenses. Applicable travel expenses will be reimbursed in accordance with Section 112.061, Florida Statutes, or such other schedule of reimbursement specified by the City and agreed to by the Firm.

3. SPECIAL PUBLIC FINANCE AND/OR SPECIAL COUNSEL SERVICES.

(A) The Firm shall also be available to provide legal services as special public finance and/or special counsel to the City for public finance or non-public finance matters unrelated to specific financings as a complement and supplement to the services generally provided by the City Attorney’s Office. Special public finance and/or special counsel legal services and assistance outside the scope of City Attorney’s services, only when required and as specifically authorized, may be provided on an hourly fee basis, for the provision of other legal services of a specialized nature which the Firm may possess and are desired and specifically requested by the City.

(B) The provision of special public finance and/or special counsel legal services shall be conditioned upon a scope of services as directed or authorized by the City Attorney in writing.

(C) Subject to any not-to-exceed amount of fees and/or costs and expenses established by the City Attorney in writing, the Firm will be compensated for special public finance and/or special counsel legal services at the hourly rates set forth in Exhibit A.

(D) Subject to any not-to-exceed amount of fees and/or costs and expenses established by the City Attorney in writing, the Firm shall also be entitled to receive reimbursement for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, overnight delivery charges, and travel expenses. Applicable travel
expenses will be reimbursed in accordance with Section 112.061, Florida Statutes, or such other schedule of reimbursement specified by the City and agreed to by the Firm.

4. DISCLOSURE. The Firm has disclosed to the City that it currently serves as bond counsel, disclosure counsel or special public finance and/or special counsel to other local governments inside and outside of Florida. From time to time, the Firm may represent the firms which may underwrite the City’s bonds (or loan money to the City and other financial institutions hired by the City) on financings for other local governments on unrelated matters. The Firm represents that, in either case, such representations are standard and customary within the industry and the Firm can effectively represent the City and the discharge of the Firm’s professional responsibilities to the City will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the City expressly consents to such other representations consistent with the circumstances herein described and based on the foregoing representations made by the Firm. Accordingly, the City acknowledges and agrees that the Firm’s role as bond counsel, disclosure counsel, underwriter’s counsel or lender’s counsel on any other local government’s public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, underwriter’s or lender’s counsel to other Firm clients will not per se be construed as a conflict or be objectionable to the City. However, the City reserves the right to identify a representation that if finds objectionable in the future, in which case, the Firm agrees to take appropriate steps to resolve the City’s concerns.

5. CONTRACT ADMINISTRATION.

(A) For ease and convenience of administration, the City hereby also designates its City Attorney to provide policy direction and instructions to the Firm in the administration of its duties hereunder, approving and authorizing work orders, when required, and all other matters necessary to administer this Retainer Agreement on behalf of the City.

(B) The Firm shall be entitled to reasonably rely upon direction received from the City Attorney and/or the Finance Director.

6. GENERAL.

(A) This Retainer Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute arising out of or relating to this Retainer Agreement, the parties agree that venue shall lie in Pinellas County, Florida. This Retainer Agreement may be amended only by a written agreement entered into by the parties.

(B) This Retainer Agreement may be terminated without cause by the City at any time upon thirty (30) days written notice or by the Firm at any time upon one hundred twenty (120) days written notice. In the event of termination, the Firm shall be responsible for
completing any work it has commenced, unless relieved of that responsibility in writing by the City Attorney, and shall be compensated for all work performed prior to the notice of termination and any continuing work performed thereafter with the authorization of the City Attorney. Provided however, the City may immediately terminate this Retainer Agreement for breach by the Firm after providing the Firm with written notice. In the event of termination, with or without cause, the Firm shall be compensated in accordance herewith for approved time and expenses expended prior to the date of termination.

(C) This Retainer Agreement may be executed in multiple counterparts.

(D) This Retainer Agreement shall be effective on the date first written above.

IN WITNESS WHEREOF, the City and the Firm have caused this Bond Counsel Retainer Agreement to be executed as of the dates below and effective as of the day first above written.

CITY OF ST. PETERSBURG, FLORIDA

By:________________________________________________________

City Attorney

Date:_______________________________________________________

BRYANT MILLER OLIVE P.A.

By:________________________________________________________

Shareholder and Authorized Signatory

Date:_______________________________________________________
EXHIBIT A

FEES

Transactional Fees

Bank Loan New Money (Contingent):
$1.25 per $1,000 of par amount of the debt

Bank Loan Refunding (Contingent):
$1.30 per $1,000 of par amount of the debt

Public Offering New Money (Contingent):
$1.35 per $1,000 of par amount of the debt

Public Offering Refunding (Contingent):
$1.40 per $1,000 of par amount of the debt

1. The fee formula for a taxable transaction will be 90% of the fee formula for a tax-exempt transaction.
2. Maximum fee is $125,000 for any transaction. The minimum fee is $22,500 for any transaction.
3. Separate series are treated as one series, only if all such series close on same date.
4. The above transactional fees excludes hourly work for bond referendums and bond validations, which are charged in addition.

Hourly Fees

The Firm does not expect to ever bill the City for routine questions and discussions, in-between bond transactions. The Firm views this as a way to work within the City’s very limited outside counsel legal budget, and promotes extensive communication which puts us in a much better starting place when a transaction starts to happen. If there is a significant public finance engagement unrelated to a particular financing, the Firm will bill for hourly work. Prior examples include:

1. Bond referendum work
2. Bond validation work, including appeals
3. Review of State Revolving Fund loan agreement and documentation
4. Legal analysis of options to implementing a PACE program
5. Special assessment work

Also, the City may also choose to access non-public finance lawyers in the Firm to do non-public finance legal work for the City, on occasion.

1. The Firm’s hourly fees are as follows: $325 (for senior lawyers) and $200 (for associates), to be billed monthly.
2. The Firm will also charge $125 per hour for paralegal or legal assistant hourly work in certain instances, which may allow us to reduce costs by not doing that work using attorneys.
RESOLUTION NO. 2017-___

A RESOLUTION APPROVING THE RETAINER AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND BRYANT MILLER OLIVE P.A. ("BMO") FOR BMO TO PROVIDE BOND COUNSEL SERVICES; AUTHORIZING THE CITY ATTORNEY OR HER DESIGNEE TO EXECUTE THE RETAINER AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received two proposals for bond counsel services pursuant to Request for Proposals No. 6122-2 dated December 6, 2016; and

WHEREAS, based on the proposals, presentations and best and final offers submitted by Bryant Miller Olive, P.A. and Greenspoon Marder, P.A, the evaluation committee (Anne Fritz, Tom Greene and Evelyn Rosetti) selected Bryant Miller Olive, P.A. to provide bond counsel services for the City; and

WHEREAS, Bryant Miller Olive, P.A. will provide services related to the issuance of municipal bonds for the City and the Health Facilities Authority, as well as provide advice concerning any matters related to the City’s outstanding bonds and other matters as set forth in the retainer agreement; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Finance Department, recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Retainer Agreement between the City of St. Petersburg, Florida and Bryant Miller Olive P.A. ("BMO") for BMO to provide bond counsel services is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney or her designee is authorized to execute the Retainer Agreement.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
317387 April 20 City Council Meeting
TO: City Council Chair & Members of City Council

SUBJECT: A resolution approving a contract between the City of St. Petersburg (“City”) and the Early Learning Coalition of Pinellas County, Inc. (“ELC”) that provides for child care services for qualified families for one year commencing July 1, 2017, and ending June 30, 2018 (“Contract”); authorizing the Mayor or his designee to execute the Contract or in the alternative to electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the Contract is approved by the City Attorney’s Office prior to submission; and providing an effective date.

EXPLANATION:
This Contract reflects the continuation of services that have been in effect for the past 20 years with ELC and which allows the Parks and Recreation Department to be a year-round school readiness program service provider for children of families in Pinellas County who meet the defined financial need eligibility requirements. ELC evaluates each family’s financial need and determines how much of the school readiness program cost a family can afford to pay themselves. The agency then pays the balance of the program cost to the Parks and Recreation Department.

In order to be eligible to be a school readiness program provider for ELC, the Parks and Recreation Department must meet all Pinellas County child care licensing requirements and also must pass a program assessment completed by ELC staff during site visits. In past years, Parks and Recreation Department sites have consistently passed each assessment conducted.

The Parks and Recreation Department originally researched securing this type of service contract at the repeated requests of several of our program attendees’ parents. They were eligible for ELC assistance and wanted their children to be able to attend Parks and Recreation Department programs instead of programs on the existing list of ELC approved subcontractors. Since then, we have continued to enjoy an excellent working relationship with ELC and have provided a service much appreciated by many of our citizens who need this type of assistance.
RECOMMENDATION:
Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute the contract between the City and ELC to provide the school readiness program for qualified families for one year commencing July 1, 2017, and ending June 30, 2018; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:
There is no cost to the Parks and Recreation Department for providing this service as the complete cost of our programs is subsidized by ELC funds. Last fiscal year approximately $650,000 was paid by ELC to the Parks and Recreation Department to provide child care services for children of qualifying families. These funds were returned to the General Fund as program revenue.

ATTACHMENTS:
Resolution

APPROVALS:
Administration:
A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF ST. PETERSBURG ("CITY") AND THE EARLY LEARNING COALITION OF PINELLAS COUNTY, INC. ("ELC") THAT PROVIDES FOR CHILD CARE SERVICES FOR QUALIFIED FAMILIES FOR ONE YEAR COMMENCING JULY 1, 2017, AND ENDING JUNE 30, 2018; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CONTRACT OR IN THE ALTERNATIVE TO ELECTRONICALLY SUBMIT THE CONTRACT; FINDING THAT IF THE CONTRACT IS SUBMITTED ELECTRONICALLY, ELECTRONIC SUBMISSION SHALL BE EQUIVALENT TO PHYSICAL SIGNATURE AND SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY CHARTER IF THE CONTRACT IS APPROVED BY THE CITY ATTORNEY’S OFFICE PRIOR TO SUBMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the youth of the City of St. Petersburg, Florida ("City") are an important and valuable resource; and

WHEREAS, the City through its Parks and Recreation Department has been a year-round child care provider for children of qualified families in Pinellas County under contract with the Early Learning Coalition of Pinellas County, Inc. ("ELC"); and

WHEREAS, the City and ELC desire to continue this relationship; and

WHEREAS, in order to continue this relationship, it is necessary for the City to enter the standard state contract with ELC, which sets forth the responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a contract between the City of St. Petersburg, Florida ("City") and the Early Learning Coalition of Pinellas County, Inc. ("ELC") that
provides for child care services for qualified families for one year commencing July 1, 2017, and ending June 30, 2018 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the contract or in the alternative to electronically submit the contract.

BE IT FURTHER RESOLVED that if the contract is submitted electronically, this Council hereby finds that electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the contract is approved by the City Attorney's Office prior to submission.

This resolution shall take effect immediately upon its adoption.
STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
FORM OEL-SR 20

I. PARTIES AND TERMS OF CONTRACT

1. Parties. This Contract is made and entered into this ______________ day of ____________ , 2017, by and between the Early Learning Coalition of ____________, (herein referred to as “COALITION”), and ____________, (herein referred to as “PROVIDER”), with its principal offices located at ____________.

a. Multiple Public School Locations. If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.

b. Multiple Private Locations. If PROVIDER is executing a single Contract on behalf of multiple private SR provider sites within COALITION’s service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.

c. Employer Identification Number. Insert PROVIDER’s EIN here: _____________. If PROVIDER does not have an EIN, PROVIDER must insert PROVIDER’s Social Security Number (SSN) here. PROVIDER’s EIN or SSN is requested in accordance with sections (ss.) 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER’s EIN or SSN is mandatory. PROVIDER’s EIN or SSN will be used for processing payments to PROVIDER as an SR provider, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.

2. Purpose. This Contract is designed to inform PROVIDER of the requirements of participation in the SR Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the SR Program. This contract is to engage an eligible provider to provide SR services to eligible SR children. PROVIDER will receive payment based on Legislative appropriations, the Office’s Child Attendance and Provider Reimbursement (Rule 6M-4.500, Florida Administrative Code (F.A.C.)), and Reimbursement During Emergency Closures (Rule 6M-8.501, F.A.C.)

3. Term. This Contract begins on _____________.

Form OEL-SR 20 (October 2016)
6M-4.610, F.A.C. Statewide School Readiness Provider Contract Page 1 of 26
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for SR Program services performed before this Contract is fully executed by both parties or after expiration of the Contract.

5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the SR Program and that PROVIDER and COALITION will be bound by the same:
   - 42 U.S.C. §9858, et seq.;
   - 45 C.F.R. §98;
   - 45 C.F.R. §99;
   - Chapter 1002, Florida Statutes;
   - Chapter 6M-4, Florida Administrative Code; and
   - Chapter 6M-9, Florida Administrative Code.

6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. **General Eligibility**

   a. **Provider Type.** To be eligible to deliver the School Readiness Program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), F.S., listed below.

      Check the box to indicate PROVIDER's type:

      - [ ] A child care facility licensed under s. 402.305, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

      - [ ] A family day care home licensed or registered under s. 402.313, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

      - [ ] A large family child care home licensed under s. 402.3131, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

      - [ ] A public school or nonpublic school exempt from licensure under s. 402.3025, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

      - [ ] A faith-based child care provider exempt from licensure under s. 402.316, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

      - [ ] A before-school or after-school program described in s. 402.305(1)(c), F.S.
For a licensed before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20L must be completed as an authorized attachment to this Contract.

☐ For a license exempt or programs that are not required to be licensed as described in Rule 65C-22.008, F.A.C., before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20LE must be completed as an authorized attachment to this Contract.

☐ An informal child care provider to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. (Form OEL-SR 20FFN is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

b. Eligibility pursuant to s. 1002.91(5), F.S. PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. Eligibility pursuant to s. 1002.91(7), F.S. PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

d. Eligibility pursuant to the successful completion of terms of existing corrective action plans or probation. PROVIDER represents that PROVIDER agrees to successfully complete previous corrective action or terms of probation due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract. PROVIDER also represents that currently PROVIDER, or an owner, officer, or board director thereof, has not had their eligibility to provider School Readiness services revoked. For multi-site PROVIDERS, such as corporate chains or school districts, eligibility revocation is per site and not all locations unless specifically determined otherwise by the coalition pursuant to criteria referenced in Paragraph 60 of this contract.

e. Eligibility pursuant to ss. 1002.82 and 1002.84, F.S. PROVIDER represents that PROVIDER must have a pre-contractual inspection conducted by the Department of Children and Families or local licensing agency (as applicable) to ensure compliance with health and safety standards and checklist(s) established pursuant to Rule 6M-4.620, F.A.C to be eligible to deliver the School Readiness Program.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

8. Child Enrollment. PROVIDER agrees to enroll eligible children for the SR Program only with authorization from COALITION which will be provided in the form of a child care certificate. PROVIDER also understands that it will not be reimbursed for services provided to a child beyond the service begin and end date identified by COALITION on the child care certificate, or if the child’s eligibility is terminated prior to the end date. As described in s. 1002.87(2), F.S., PROVIDER also agrees to serve children enrolled into its SR Program according to the services
and location established by COALITION on the child care certificate indicating authorized hours of care. In the event that PROVIDER has multiple locations, PROVIDER shall notify and obtain approval from COALITION prior to changing the location where the child shall be served.

9. **Child Care.** PROVIDER agrees to provide child care and to supervise enrolled children at the care level designated by the child care certificate received from the COALITION. Pursuant to 45 C.F.R s. 98.2, child care is defined as the care given to an eligible child by an eligible child care provider. PROVIDER will comply with all applicable state and federal laws, regulations and other standards and requirements in providing child care services under this agreement.

10. **Instruction and Activities.** In accordance with s. 1002.88(1)(b), F.S., PROVIDER agrees to offer instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards established by the *Florida Early Learning and Developmental Standards: Birth to Five*, Form OEL-SR 30, adopted by the Office of Early Learning in Rule 6M-4.700, F.A.C. PROVIDER agrees to include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and appropriate and child-friendly music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include at least thirty (30) minutes of reading to children each day.

11. **General Health and Safety.**
   
a. Provider agrees to provide a healthy and safe environment for children in care pursuant to s. 402.305(5), (6), and (7), F.S., Rule 6M-4.620, F.A.C, and all Forms adopted by reference, as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in the administration of the Child Care and Development Block Grant pursuant to 45 CFR 98 and in each provider type attachment.

b. **Supervision.** Provider agrees to provide minimum staff-to-children ratio by provider type at all times and direct supervision to ensure the health and safety of children in care.

12. **Smoke Free Environment.** In accordance with Part C of Public Law 107-110 (No Child Left Behind), the "Pro-Children Act of 2001," no child care facility shall permit smoking within any indoor facility (or portion of such facility) operated by PROVIDER, to provide routine child care or early childhood development services to children. This does not apply to any portion of such facility that is used for a private residence. Individuals in violation are subject to a $1,000 fine, administrative compliance or both.

13. **Curricula.** In accordance with s. 1002.88(1)(f), F.S., PROVIDER agrees to use the following state-approved curriculum or curricula in the provision of the SR Program: "Not Applicable" edition or date:  
If PROVIDER is using different curricula at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the curriculum or curricula being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert "Not Applicable" in the space provided.

14. **Character Development Program.** In accordance with s. 1002.88(1)(g), F.S., PROVIDER agrees to implement the following character development program to develop basic values: "Not Applicable" edition or date:
If PROVIDER is using a different program at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the character development program being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided.

15. Developmental Screenings. PROVIDER acknowledges that Provider is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility in accordance with Rule 6M-4.720, F.A.C. In accordance with s. 1002.88(1)(h), F.S., PROVIDER must collaborate with COALITION to complete initial screening for each child, aged six weeks to kindergarten eligibility, within forty-five (45) days after the child's first or subsequent enrollment, to identify a child who may need individualized supports. PROVIDER acknowledges that COALITION is responsible for initiating individualized services, including but not limited to providing referrals, based on child screening results. PROVIDER and COALITION acknowledge that pursuant to s. 1002.84(5), F.S., screening shall not be a requirement of entry into the School Readiness Program and shall be only given with parental consent.

Subsequent Screenings. PROVIDER acknowledges that Provider is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, annually in the month of the child’s birthday or at time of redetermination in accordance with Rule 6M-4.720, F.A.C.

16. Prohibited Forms of Discipline. In accordance with s. 1002.88(1)(i), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.

17. Child Immunizations and Health Screenings. In accordance with s. 1002.88(1)(j), F.S., within thirty (30) calendar days of enrolling a child, PROVIDER agrees to obtain and retain information from the parent regarding the child’s age-appropriate immunizations, physical development and other health requirements as indicated on the Student Health Examination form DH 3040 and Florida Certification of Immunization form Part A-1, B, or C DH 680 or the Religious Exemption from Immunization form DH 681.

18. Program Operation. In accordance with s. 1002.88(1)(k), F.S., if PROVIDER offers before-school or after-school programs, PROVIDER agrees those programs shall meet or exceed the requirements of s. 402.305(5), (6), and (7), F.S. In accordance with s. 1002.88(1)(q), F.S., and as identified in Exhibit 3, PROVIDER agrees to operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.

19. Workers’ Compensation and Reemployment Assistance. In accordance with s. 1002.88(1)(n), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.

20. Sign-In/Sign-Out Process. PROVIDER agrees to maintain daily attendance documentation, including a documented “sign-in/sign-out” process in accordance with Rule 6M-4.500(1)(c),
21. **Child Absences.** In accordance with s. 1002.87(8), F.S., PROVIDER agrees to notify COALITION in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5th) day. In accordance with ss. 1002.81(5) and 1002.87(7), F.S., if the need for care cannot be re-established, then the COALITION will notify the PROVIDER and the parent that school readiness funding will be discontinued. The end of eligibility for funded child care services will be fourteen (14) days from the fifth (5th) day that the child was not in attendance with no contact from the parent.

22. **Rilya Wilson Act and At-Risk Children.** In accordance with s. 1002.87(9), F.S., PROVIDER agrees to abide by the provisions of the “Rilya Wilson Act” (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the School Readiness Program.

23. **Parental Choice.** PROVIDER agrees that the parent has the right to choose the provider of child care services for his/her children. In the event the parent chooses to change to a different SR PROVIDER, it is within the parent’s rights to do so, except as limited by s. 1002.84(8), F.S., as described in paragraph 46.c.

24. **Parental Access.** PROVIDER agrees to afford authorized parents unlimited access to their children in SR Programs, during normal hours of provider operation and whenever the children are in the care of the provider. Access may be subject to appropriate safety procedures.

25. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the SR Program. The PROVIDER shall register and execute this Contract on the Provider Portal found on https://providerservices.floridaearlylearning.com.

26. **Child Care Resource and Referral.** PROVIDER agrees to participate in the annual update process coordinated by each Child Care Resource and Referral agency as described in Rule 6M-9.300(5) and (6), F.A.C.

27. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive SR reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit, however, the reimbursement may be delayed up to 21 calendar days should the PROVIDER choose to opt out.

28. **Deliverables**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Tasks and Activities</th>
<th>Due Date</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. One month of child care services</td>
<td>Child enrollment activities per the requirements in section III Instruction and activities per the requirements in section III</td>
<td>Monthly</td>
<td>Per the level of service: established by the child care certificate provided to the PROVIDER by the</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Tasks and Activities</td>
<td>Due Date</td>
<td>Payment</td>
</tr>
<tr>
<td>-------------</td>
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<td>-------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Health and safety activities per the requirements in section III</td>
<td></td>
<td></td>
<td>COALITION; at the rates specified in Exhibit 3: Provider Reimbursement Rates; and documented through an approved monthly attendance report</td>
</tr>
<tr>
<td>Use of curriculum per the requirements in section III</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Character development activities per the requirements in section III</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly attendance report submitted by the PROVIDER to the COALITION per the requirements in section VII</td>
<td>Monthly by the day indicated in section VII</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Proof of Developmental Screening</td>
<td>If applicable: Developmental screenings for each child aged six weeks to kindergarten eligibility per the requirements in section III.</td>
<td>Within 45 days after the child’s first or subsequent enrollment</td>
<td>N/A</td>
</tr>
<tr>
<td>Proof of Developmental Screening (continued)</td>
<td>Subsequent screenings conducted annually in month of child’s birthday.</td>
<td>Annually</td>
<td></td>
</tr>
<tr>
<td>PROVIDER shall submit the child’s screening results to the COALITION</td>
<td>Within thirty (30) calendar days of completion of screening</td>
<td>Within sixty (60) calendar days after screening</td>
<td></td>
</tr>
<tr>
<td>Enter the data into an electronic system</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROVIDER shall provide in writing the screening results for each child to the child’s parent.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IV. COALITION RESPONSIBILITIES**

29. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality SR services.
30. **Developmental and Subsequent Screenings.** Applicable if PROVIDER is responsible for Developmental Screenings and Subsequent Screenings as indicated in paragraph 15. COALITION shall give notification to PROVIDER a minimum of thirty (30) calendar days prior to the date the child must be screened. COALITION will have staff persons available to explain screening results if requested by a parent.

31. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the SR Program. COALITION will issue forms that make up a child care certificate (also known as a payment certificate), as described in s. 1002.82(6)(b) and (c), F.S., to the parent of each eligible child who enrolls in the SR Program.

32. **Limitations on Authority.** COALITION may not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.; or require PROVIDER to administer a pre-assessment or post-assessment.

**V. MONITORING, AUDITING AND ACCESS**

33. **Monitoring.**
   
a. COALITION will monitor PROVIDER for compliance with this Contract and the provisions governing the SR Program listed in paragraph 5., in accordance with s. 1002.85(2)(h), F.S. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint.

b. PROVIDER monitoring results may be shared with other COALITIONS that have an executed and current school readiness contract with the PROVIDER for the purposes of minimizing the administrative burden on the COALITIONS and the PROVIDER.

34. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning, the Department of Children and Families or Local Licensing Agency, if applicable, and COALITION staff or subcontractors immediate access to the facilities and spaces used to offer the SR Program during normal business hours, except as otherwise restricted by government facilities.

35. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors, the Department of Children and Families or Local Licensing Agency, if applicable, the Office of Early Learning or the United States Department of Health and Human Services to inspect and copy records pertaining to the SR Program during normal business hours and upon request by COALITION, the Department of Children and Families, the Office of Early Learning or the United States Department of Health and Human Services. Records that are stored off-site shall be provided within seventy-two (72) hours.

**VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY**

36. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. PROVIDER agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality agreements will be maintained by the PROVIDER and provided to the COALITION upon request. Information associated with the SR Program shall only be made available in accordance with the restrictions of s. 1002.97, F.S. For the purposes of records of children enrolled in the SR Program, this Contract is considered an interagency agreement for the purpose of implementing the SR
Program as described in s. 1002.97(3)(g), F.S. Accordingly, to the extent that PROVIDER receives school readiness records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.97, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.97, F.S.

37. **Record Maintenance.** PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the SR Program. The records must be maintained for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.

38. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the SR Program before the conclusion of the retention period for SR records as described in paragraph 37, whether as a result of unilateral or mutual termination of PROVIDER’s eligibility to offer the SR Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all SR records required to be maintained under paragraph 37. to COALITION no later than the close of business on the day PROVIDER ceases to offer the SR Program. Failure to remit all SR Program records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

**VII. COMPENSATION AND FUNDING**

39. **Method of Payment.** PROVIDER reimbursement for eligible children will be based on the child care certificate (also known as a payment certificate) issued by COALITION and presented by a parent, and through the use of the procedures outlined herein.

40. **Reimbursement Rates Established.** PROVIDER agrees to provide documentation of its published private child care rates included in Exhibit 3. PROVIDER agrees to accept the approved PROVIDER reimbursement rate which is the lesser of the COALITION maximum reimbursement rate established by COALITION and approved by Office of Early Learning, identified in Exhibit 3. PROVIDER is paid based on budget availability, at the approved PROVIDER reimbursement rate less any parent co-payments assessed by COALITION as reflected on the child care certificate.

41. **Gold Seal Rate.** PROVIDER agrees to provide documentation of its Gold Seal Quality Designation. Gold Seal providers shall receive the Gold Seal rate identified in Exhibit 3 for all care levels which have received a Gold Seal Quality Designation.

42. **Special Needs Rate.** PROVIDER will receive a special needs rate identified in Exhibit 3 when providing services to a child with an identified special need in accordance with Rule 6M-4.500(5)(a) and (b), F.A.C. A special need child is defined as a child who has been determined eligible as a child with a disability in accordance with Chapter 6A-6, F.A.C., and is participating...
in a program for children with disabilities provided by the school district or a child who has an 
individualized educational plan (IEP) or family support plan (FSP).

43. **Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child 
care rates or its Gold Seal status, if applicable. PROVIDER acknowledges that COALITION is 
prohibited from making payments, inclusive of Gold Seal or special needs rate differentials, which 
would cumulatively exceed PROVIDER’s private payment rate. In the event that any information 
submitted by PROVIDER in Exhibit 3 changes, PROVIDER must notify COALITION in writing 
of the change no later than close of business on the day of the change. COALITION may amend 
PROVIDER’s reimbursement rate based on the information submitted by PROVIDER or any of 
the factors identified in this paragraph. COALITION must notify PROVIDER, in writing, of any 
change in reimbursement rate at least thirty (30) calendar days before the change is implemented.

44. **Rates and Fees for Parents.** PROVIDER acknowledges that it is prohibited from charging parents 
receiving SR services a higher rate than that charged to private pay parents. In addition to the 
parent co-payment assessed by COALITION, PROVIDER must provide the parent with a list of 
any fees it charges and, if applicable, written notice of the difference between the private pay rate 
and SR reimbursement, prior to the parent enrolling his/her child in PROVIDER’s SR Program. 
PROVIDER is prohibited from charging any fees other than the parent co-payment or those fees 
provided to the parent on the fee list described above.

45. **Military Subsidies.** PROVIDER agrees that it will notify COALITION if it receives military 
subsidy payments through or from the Child Care Aware of America® (formally NACCRRA) or 
any legal successor organizations, on behalf of any child enrolled in PROVIDER’s SR Program. 
PROVIDER understands that its SR reimbursement rate may be changed as a result of receipt of 
such military subsidy payments. If PROVIDER fails to report receipt of such military subsidy 
payments, PROVIDER will be subject to fraud investigation for violation of the requirements of 
the SR Program.

46. **Co-payment.** As required by s. 1002.84(8), F.S., PROVIDER shall collect the assessed parent co-
payment or graduated phase-out co-payment in accordance with Rule 6M-4.400, F.A.C., from the 
parent.

   a. **Co-payment Amount or Graduated Phase-Out Co-payment Amount.** The amount of the 
      co-payment or graduated phase-out co-payment which must be collected for each child is 
      included on his or her child care certificate. In the event that an assessed parent co-payment 
      or graduated phase-out co-payment is changed by COALITION, COALITION will send the 
      PROVIDER written notice of the change. Only co-payment or graduated phase-out co-
payment changes from the COALITION are valid.

   b. **Co-payment or Graduated Phase-out Co-payment Assessment and Collection.** Assessed 
      parent co-payments or graduated phase-out co-payments are automatically deducted from 
      PROVIDER’s monthly reimbursement. PROVIDER is required to collect parent co-payments 
      or graduated phase-out co-payments.

   c. **Co-payment or Graduated Phase-out Co-payment Documentation.** PROVIDER must give 
      the parent a receipt for each co-payment or graduated phase-out co-payment made by the parent 
      and retain receipt records for all child care co-payments or graduated phase-out co-payments. 
      Upon request, PROVIDER shall provide a current accounting and copy of co-payment or 
      graduated phase-out co-payment receipt records to the COALITION. COALITION will use this
documentation to ensure parents who transfer their children to another child care provider have met their co-payment or graduated phase-out co-payment obligations before receiving additional school readiness services.

47. **Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER’s program, which includes Twelve (12) days per year as set forth in Exhibit 4: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Pursuant to Rule 6M-4.500, F.A.C., reimbursement may be made for up to twelve (12) recognized holidays per year.

48. **Attendance Documentation.** PROVIDER agrees to document daily attendance and submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3rd) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.

49. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.

50. **Emergency Temporary Closure.** PROVIDER agrees all requests for compensation for temporary closures beyond PROVIDER’s control will be handled in accordance with Rule 6M-4.501, F.A.C.

51. **Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the SR Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the SR Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and restitution.

52. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER’s Head Start programs must be “in addition to, and not in substitution for, comparable services previously provided without Federal assistance.” (42 U.S.C., s. 9835(c))

53. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use “Federal funds to supplement, [but] not [to] supplant non-Federal funds.” (20 U.S.C., s. 6314(a)(3)(B))

VIII. **FINANCIAL CONSEQUENCES**

54. **Financial Consequences.** As a result of PROVIDER’s failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement,
disallow all or part of services not in compliance with the terms of this contract or terminate the contract.

IX. NONDISCRIMINATION

55. Discrimination Prohibited. PROVIDER agrees not to discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. PROVIDER will comply with the terms of 45 C.F.R. §98.47 regarding non-discrimination against staff persons on the basis of religion.

X. NONCOMPLIANCE, PROBATION AND TERMINATION

56. Noncompliance Determination.

a. Corrective Action Notice. If COALITION determines PROVIDER has failed to comply with the provisions governing the SR Program as described in paragraph 5, or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. (“Corrective action” means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this CONTRACT, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions accepted under the previous contract if the PROVIDER remains eligible to deliver the School Readiness Program and executes a new CONTRACT with the COALITION.

b. Probation. If COALITION concludes that PROVIDER has received a corrective action notice for the same violation two or more times or have had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, PROVIDER shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by COALITION or submission of documentation related to the violation. COALITION must notify PROVIDER in writing of the terms and duration of the probation, including required timelines. The terms of the probation must correlate to the basis of the corrective action. If the PROVIDER has not satisfactorily completed the terms of its probation by the end of this CONTRACT, the PROVIDER will still be held accountable for the terms of the probation of the previous contract if the PROVIDER remains eligible to deliver the School Readiness Program and executes a new CONTRACT with the COALITION.

57. Termination for Cause.

a. Basis of Termination for Cause. PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with one or more of the terms of this Contract, including,
b. Notice of Termination for Cause. In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

58. Emergency Termination. COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local licensing agency of actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64.

59. Termination for Health and Safety Violations. PROVIDER agrees that COALITION has the right to terminate this Contract based on Health and Safety violations, verified by the Department of Children and Families or Local Licensing Agency, if applicable, in accordance with ss. 1002.82 and 1002.84, F.S., and Rule 6M-4.620, F.A.C., and applicable adopted forms.

60. Revocation of Eligibility.

a. In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 56, 57, or 58, COALITION may revoke PROVIDER's eligibility to deliver the School Readiness Program for a period of five (5) years. The only statutorily authorized period of revocation is five (5) years (s.1002.88(2), F.S.). In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 57, 58, or 59, and the PROVIDER'S eligibility is not revoked for a period of five (5) years under paragraph 60 part a, the parties may not enter into another contract for school readiness services for the remainder of the contract term of this contract.
61. **Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally, terminates this Contract during the pendency of an inquiry due to suspected noncompliance with parts V and VI of chapter 1002, of the Florida Statues, and chapters 6M, Florida Administrative Code, the COALITION may revoke the PROVIDER’S eligibility to offer the SR Program for a period of 5 years in accordance with s.1002.88(2), F.S., if the noncompliance is upheld by the early learning coalition review committee.

62. **Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented SR hours completed prior to termination of this Contract.

63. **Eligible Child Care Provider.** In order to receive state or federal funds under this Contract, PROVIDER must be an eligible child care provider as defined under 45 C.F.R. §98.2. Failure to maintain status as an eligible child care provider shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. PROVIDER certifies that each location at which PROVIDER offers the SR Program is an eligible child care provider. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care provider.

64. **Fraud.**

   a. **Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(6)(d), F.S., if it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.

   b. **Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the School Readiness Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION’s determination to suspend PROVIDER as described in paragraph 64. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

   c. **Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the
d. Termination for National Disqualification. In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

65. Due Process Procedures. PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 5: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER’s School Readiness Contract is being examined.

66. Severability of Provider Location. If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section X of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the “official use only” column. COALITION shall provide a copy of the revised Exhibit 1 showing any stricken locations to the PROVIDER. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.

67. Litigation and Venue. In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION’s geographical service area.

XI. NOTIFICATION

68. Information Change Notification. PROVIDER agrees that it will comply with each of the following notification requirements:

a. Providing notice to the coalition of changes in contact or program information within fourteen (14) calendar days.

b. Providing notice to the coalition of temporary emergency closings of the SR Program within two (2) calendar days.

c. Providing notice the coalition of permanent business closings or changes in business location or ownership must be reported at least thirty (30) calendar days prior to changes.
69. **CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.

70. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER’s care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER’s staff; the injury of a child which requires professional medical attention at PROVIDER’s site or written notification from the child’s parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant and which relates to the PROVIDER’s operation at any location at which SR services are being provided.

71. **Notification of Disqualification or Public Assistance Fraud.**

a. PROVIDER shall notify COALITION within five (5) calendar days if the PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

72. **Contact Persons.**

a. **Coalition Contact.** The representative for COALITION for the purposes of this Contract is Robyn Parton who can be contacted at 727-400-4470 or by email at rparton@elcpinellas.net.

b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is Lynn Bittner who can be contacted at (727) 893-7571 or by email at Lynn.Bittner@stpete.org.

c. **Contact Change.** In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within ten (10) calendar days of change.

XII. INDEMNIFICATION

73. **Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, the Office of Early Learning and all of their officers, directors, agents, contractors,
subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER’s agents, subcontractors or employees’ acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney’s fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency, or subdivision thereof, as defined in s. 768.28(2), paragraph is limited to the extent permitted by s. 768.28, F.S.

XIII. SEVERABILITY

74. **Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XIV. MENDMENTS

75. **Only Authorized Amendments.** No attachments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1: Provider Location List; Exhibit 2: Required Documentation; Exhibit 3: Provider Reimbursement Rates; Exhibit 4: Holiday Schedule; Exhibit 5: Due Process Procedures; and Form OEL-SR 20L, Form OEL-SR 20LE, or Form OEL-SR 20FFN, as described in paragraph 7. No amendments to this contract are authorized or permitted except for those amendments made with the execution of Form OEL-SR 20A (School Readiness Provider Contract Amendments).

*(Remainder of this page intentionally left blank.)*


**XIV. EXECUTION OF CONTRACT**

In accordance with s. 1002.88(1)(p), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness Program including, but not limited to the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section X.

**Warranty of Authority.** Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

---

**Signature of President/Vice President/Secretary/Officer/Owner/Principal/or Other Authorized Representative**

Richard Craft

Print Name

Chandrahasa S. Srinivasa

Date

**Provider’s Additional Signatory (If required by the Provider)**

City Clerk

Date

---

COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.

**Signature of Authorized Coalition Representative**

Lindsay Carson

Print Name

Date
Exhibit 1: Provider Location List

Provider Name: City of St. Petersburg

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit "Not Applicable" in the box below.

☐ Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) Program providers or if PROVIDER is executing a single Contract on behalf of multiple private SR sites within COALITION’s service area, PROVIDER shall complete a Provider Location List in a table format with the following columns:

A. Location Number (optional)
B. Location Legal Name
C. Doing Business As Name (if applicable)
D. Physical Address
E. Employer Identification Number (EIN)
F. Curriculum (Date/Edition)
G. Character Development (Date/Edition)
H. Official Use Only (for coalition use)

If COALITION determines a location to be ineligible to offer the SR Program, COALITION will strike through the name and location on the table and initial and date in the column titled “Official Use Only” and send a revised copy to PROVIDER.
Exhibit 2: Required Documentation

Provider Name: City of St. Petersburg

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates
   - PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates
   - PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.
   - PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider
   Private SR Providers
   - PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.
   - PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.
   - PROVIDER has provided a copy of its certificate of accreditation.
   - PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.
   - PROVIDER has provided evidence of liability insurance.

   Public School, Private School, and Charter School SR Providers
   - PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.
   - PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.
   - PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.
   - PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type
   - PROVIDER offers the Head Start program.
   - PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).
6. Documentation of signature authority.
7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.
Exhibit 3: Provider Reimbursement Rates

Provider Name: City of St. Petersburg
Provider Operational Hours: 7:00 to 6:00 p.m.

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked “To be completed by PROVIDER.” COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? □ Yes □ No

### PROVIDER’s Private Pay Rates
(To be Completed by PROVIDER)

<table>
<thead>
<tr>
<th>CARE LEVEL</th>
<th>(INF) &lt;12 MTH</th>
<th>(TOD) 12-24 MTH</th>
<th>(2YR) 24-36 MTH</th>
<th>(PR3) 36-48 MTH</th>
<th>(PR4) 48-60 MTH</th>
<th>(PR5) 60-72 MTH</th>
<th>(SCH) In School</th>
<th>(SPCR) Special Needs</th>
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<td>Full-Time Daily Rates</td>
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<td>Part-Time Daily Rates</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Before or After School Rates</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

### COALITION Maximum Reimbursement Rates
(To be Completed by COALITION)
### Approved PROVIDER Reimbursement Rate*

(To be Completed by COALITION)

<table>
<thead>
<tr>
<th>CARE LEVEL</th>
<th>(INF) &lt;12 MTH</th>
<th>(TOD) 12&lt;24 MTH</th>
<th>(2YR) 24&lt;36 MTH</th>
<th>(PR3) 36&lt;48 MTH</th>
<th>(PR4) 48&lt;60 MTH</th>
<th>(PR5) 60&lt;72 MTH</th>
<th>(SCH) In School</th>
<th>(SPCR) Special Needs</th>
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<td></td>
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</tr>
<tr>
<td>Before or After School Rates</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>Full-Time VPK Wrap Rate</td>
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<tr>
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</tbody>
</table>

*Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

Effective Date of Rates Established in This Exhibit **07/01/2017**
Exhibit 4: Holiday Schedule

Provider Name: City of St. Petersburg

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date Observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Day</td>
<td>07/04/2017</td>
</tr>
<tr>
<td>Labor Day</td>
<td>09/04/2017</td>
</tr>
<tr>
<td>Veteran's Day (observed)</td>
<td>11/10/2017</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>11/23/2017</td>
</tr>
<tr>
<td>Day After Thanksgiving Day</td>
<td>11/24/2017</td>
</tr>
<tr>
<td>Christmas Eve (observed)</td>
<td>12/25/2017</td>
</tr>
<tr>
<td>Christmas Day (observed)</td>
<td>12/26/2017</td>
</tr>
<tr>
<td>New Year's Day (observed)</td>
<td>01/01/2018</td>
</tr>
<tr>
<td>Martin Luther King Jr. Day</td>
<td>01/15/2018</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>05/28/2018</td>
</tr>
<tr>
<td>Provider Holiday</td>
<td>08/07/17</td>
</tr>
<tr>
<td>Provider Holiday</td>
<td>08/08/17</td>
</tr>
</tbody>
</table>

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.
1. **Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

2. **Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide School Readiness Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition’s action. A review hearing is a “meeting” for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition’s action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

   a. **Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider’s belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

   b. **Request Time.** The provider’s request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

   c. **Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. **Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

   a. **Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If no provider representative is available to participate, a waiver is possible if documented in the deliberations of the review hearing committee.
b. Response to Request for Review Hearing. Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Review Hearing Committee Decision Conclusion. Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider’s claims. The decision of the Review Hearing Committee is final. In its’ deliberations, the Review Hearing Committee must determine:

i. If the determination made by the Coalition was correct, in whole or in part, or incorrect.

ii. If no part of the determination made by the Coalition was correct, then provider is not required to take further action.

iii. If any part of the determination made by the Coalition is correct, the Committee must identify the portion(s) determined to be correct- and as applicable, decide:

A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s); or
B. If the provider's School Readiness Contract or eligibility to offer the School Readiness Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee’s vote regarding each of the provider’s claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee’s conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the School Readiness [Voluntary Prekindergarten] Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.
I. PARTIES AND PROVIDER TYPE

1. **Parties.** This document is executed as an attachment to the Contract made and entered into the 1st day of July, 2017, by and between the Early Learning Coalition of Pinellas County (herein referred to as “COALITION”), and the City of St. Petersburg (herein referred to as “PROVIDER”).

2. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), Florida Statutes (F.S.). This form is designed for use by licensed providers. PROVIDER must check the box to indicate PROVIDER’s type:

   - A child care facility licensed under s. 402.305, F.S.
   - A family day care home licensed or registered under s. 402.313, F.S.
   - A large family child care home licensed under s. 402.3131, F.S.
   - A before-school or after-school program described in s. 402.305(1)(c), F.S., which has elected to be licensed.

II. LICENSED PROVIDER RESPONSIBILITIES

1. **Health and Safety.**
   a. In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to offer basic health and safety of its premises and facilities and compliance with requirements for age-appropriate immunizations of children enrolled in the school readiness program. PROVIDER’s compliance with ss. 402.305, 402.3131, or 402.313, F.S., satisfies this requirement.
   b. In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to comply with the health and safety standards and checklist(s) established pursuant to ss. 1002.82, F.S., and Rule 6M-4.620, F.A.C., and verified by the Department of Children and Families or, if applicable, Local Licensing Agency.
   c. In accordance with s. 1002.88(1)(e), F.S., PROVIDER agrees to employ child care personnel, as defined in s. 402.302(3), who have satisfied the screening requirements of Chapter 402 and fulfilled the training requirements of the Office pursuant to Rule 6M-4.620, F.A.C.

2. **Group Size and Staff to Children Ratio.** In accordance with s. 1002.88(1)(d), F.S., PROVIDER agrees to maintain the required group size and staff to child ratio in accordance with ss. 402.305(4), 402.302(8), or 402.302(11), F.S., as verified pursuant to s. 402.311, F.S.
3. **Insurance.**
   
a. **General liability insurance.** In accordance with s. 1002.88(1)(1), F.S., PROVIDER agrees to maintain general liability insurance and provide the coalition with written evidence of general liability insurance coverage, including coverage for transportation of children if school readiness program children are transported by the PROVIDER. PROVIDER must obtain and retain an insurance policy that provides a minimum of $100,000 of coverage per occurrence and a minimum of $300,000 general aggregate coverage. PROVIDER must add the coalition as a named certificateholder and as an additional insured. PROVIDER must provide COALITION with a minimum of ten (10) calendar days' advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of this Contract.

b. **Limitations on indemnification.** In accordance with s. 1002.88(1)(o), F.S., if PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), F.S., PROVIDER agrees to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28, F.S. PROVIDER shall indemnify COALITION to the extent permitted by s. 768.28, F.S.

4. **Substitute Instructors.** In accordance with s. 1002.83(14), F.S., COALITION may request a list of all individuals currently eligible to act as a substitute teacher from a school district. PROVIDER may employ individuals listed as substitute instructors for the purpose of offering the school readiness program, the Voluntary Prekindergarten Education Program, and all other legally operating child care programs.
MEMORANDUM

Council Meeting of April 20, 2017

TO:   Members of City Council
FROM: Mayor Rick Kriseman
RE:   Confirmation of Appointments to the Arts Advisory Committee

I respectfully request that Council confirm the appointments of Jennifer Lovelady, and Sherry Powell as regular members to the Arts Advisory Committee to serve an unexpired three-year term ending September 30, 2018.

I respectfully request that Council confirm the reappointments of Barbara Gross, Ya La’Ford, and Andrew Schlauch as regular members to the Arts Advisory Committee to serve a three-year term ending September 30, 2019.

Copies of their resume have been provided to the Council office for your information.

RK/pt
Attachments
cc: W. Atherholt, Director of Cultural Affairs
A RESOLUTION CONFIRMING THE APPOINTMENTS AND REAPPOINTMENTS OF REGULAR MEMBERS TO THE ARTS ADVISORY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Jennifer Lovelady, and Sherry Powell as regular members to the Arts Advisory Committee to serve unexpired three-year terms ending September 30, 2018.

BE IT FURTHER RESOLVED that Council confirms the reappointments of Barbara Gross, Ya La'Ford, and Andrew Schlauch as regular members to the Arts Advisory Committee to serve three-year terms ending September 30, 2019.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney or (Designee)
MEMORANDUM

Council Meeting of April 20, 2017

TO: Members of City Council
FROM: Mayor Rick Kriseman
RE: Confirmation of Appointments to the International Relations Committee

I respectfully request that Council confirm the appointment of Awilda Harrington as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2019.

I respectfully request that Council confirm the reappointment of Joshua Shulman as a regular member to the International Relations Committee to serve a three-year term ending December 31, 2018.

Copies of their resume have been provided to the Council office for your information.

RK/pt
Attachment
cc: W. Atherholt, Director of Cultural Affairs
A RESOLUTION CONFIRMING THE APPOINTMENT AND REAPPOINTMENT OF REGULAR MEMBERS TO THE INTERNATIONAL RELATIONS COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Awilda Harrington as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2019.

BE IT FURTHER RESOLVED that Council hereby confirms the reappointment of Joshua Shulman as a regular member of the International Relations Committee to serve an unexpired three-year term ending December 31, 2018.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
MEMORANDUM

Council Meeting of April 20, 2017

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of Reappointments to the Public Arts Commission

I respectfully request that Council confirm the reappointment of Bob Devin Jones, J. Martin Knaust, and David Ramsey as regular members to the Public Arts Commission to fill a four-year term ending April 30, 2021.

Copies of their resume have been provided to the Council office for your information.

RK/pt
Attachment
cc: W. Atherholt, Director of Cultural Affairs
A RESOLUTION CONFIRMING THE REAPPOINTMENT OF REGULAR MEMBERS TO THE PUBLIC ARTS COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment Bob Devin Jones, J. Martin Knaust, and David Ramsey as regular members to the Public Arts Commission to fill a four-year term ending April 30, 2021.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution approving the First Amendment to the 2012 South Pasadena Fire Control District Fire Protection Services Agreement; authorizing the Mayor or his designee to execute the First Amendment to the 2012 South Pasadena Fire Control District Fire Protection Services Agreement; and providing for an effective date.

EXPLANATION: On September 6, 2012, the City of St. Petersburg (the “City”) and Pinellas County (the “County”), on behalf of the South Pasadena Fire Control District, entered into the 2012 South Pasadena Fire Control District Fire Protection Services Agreement (“Agreement”) for the provision of fire protection services for the South Pasadena Fire Control District. The Agreement is for a five-year term beginning on October 1, 2012 and ending on September 30, 2017. The City receives $75,000 per year to provide these fire protection services.

The Agreement also allows for an additional five-year extension through written mutual agreement between the City and the County. The First Amendment extends the Agreement for the additional five-year term beginning on October 1, 2017 and continuing through September 30, 2022.

RECOMMENDATION: Administration recommends the approval of the First Amendment to the 2012 South Pasadena Fire Control District Fire Protection Services Agreement; authorizing the Mayor or his designee to execute the First Amendment to the 2012 South Pasadena Fire Control District Fire Protection Services Agreement; and providing for an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues received will be deposited into the General Fund (0001), Fire Department Operations (150-1497). Funding will be available in the FY18 Operating Budget after its adoption by City Council.

APPROVALS:

[Signatures]
WHEREAS, on September 6, 2012, the City of St. Petersburg (the “City”) and Pinellas County (the “County), on behalf of the South Pasadena Fire Control District, entered into the 2012 South Pasadena Fire Control District Fire Protection Services Agreement (the “Agreement”) for the provision of fire protection services for the South Pasadena Fire Control District; and

WHEREAS, the Agreement is for a five-year term beginning on October 1, 2012 and ending on September 30, 2017; and

WHEREAS, the City receives $75,000 per year to provide these fire protection services; and

WHEREAS, the Agreement also allows for an additional five-year extension through written mutual agreement between the City and the County; and

WHEREAS, the First Amendment extends the Agreement for the additional five-year term beginning on October 1, 2017 and continuing through September 30, 2022.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the 2012 South Pasadena Fire Control District Fire Protection Services Agreement between the City and the County is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment to the 2012 South Pasadena Fire Control District Fire Protection Services Agreement between the City and County.

This resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney, designee: [Signature]

Administration: [Signature]
FIRST AMENDMENT

This Amendment made and entered into this _____ day of ______________, 20__, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (Board), on behalf of the South Pasadena Fire Control District ("District") hereinafter referred to as "County," and City of St. Petersburg, FL hereinafter referred to as "Contractor,"

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on September 6, 2012, pursuant to Pinellas County Contract No. 112-0362-B (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Fire Protection Services for County; and

WHEREAS, Section 24 of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a term extension, at the same prices, terms, and conditions;

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. The term of the Agreement is hereby extended beginning October 1, 2017 and continuing through September 30, 2022.

2. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.
Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

Mark Woodard, County Administrator

CONTRACTOR: City of St. Petersburg, Florida

Authorized Signature

Printed Authorized Signature

Title Authorized Signature

Attest:

Eva Andujar, City Clerk

(seal)

City Attorney (designee)

Approved as to Content and Form:

Rev 02/23/2016
September 25, 2012

City of St. Petersburg
Steven Knight, Ph.D., CFO, EFO
Acting/Assistant Chief
400 Dr. M.L.K. Street South
St. Petersburg, FL 33701-4472

CONTRACT TITLE: Fire Protection Services – South Pasadena Fire Control District

CONTRACT NUMBER: 112-0362-B (SS)

Dear Chief Knight:

Enclosed for your files, please find an original of the executed agreement regarding the above-referenced contract with Pinellas County.

Thank you for your interest in Pinellas County and we look forward to doing business with your firm.

If further information is required, please contact me at (727) 464-4776.

Sincerely,

Sue Steele, CPPB
Procurement Analyst

Encl: (1) Executed Agreement
SOUTH PASADENA FIRE CONTROL DISTRICT
FIRE PROTECTION SERVICES
AGREEMENT

SEPTEMBER 2012

PINELLAS COUNTY
Board of County Commissioners
12490 Ulmerton Road
Largo, FL 33774
FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made this ___ day of <<September>> 2012, between ___ City of St. Petersburg, Florida, ("Contractor"), and PINELLAS COUNTY ("County"), by and through its Board of County Commissioners ("Board"), on behalf of the South Pasadena Fire Control District ("District").

RECATALS:

1. The Board has determined that a coordinated Fire Protection Services County-wide: system with centralized communications, standardized operating procedures, and automatic aid is in the best interest of the public's life safety, protection of property and firefighters' safety and welfare.

2. Pursuant to County Resolution 92-355 and the subsequent referendum election thereon, the Board created the South Pasadena Fire Control District to provide fire protection and suppression services to the District.

3. The Board is authorized to enter into agreements for fire protection services, and Contractor wishes and is able to provide Fire Protection Services (as defined herein).

4. The Board will compensate Contractor for providing Fire Protection Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein set forth to be kept and performed by and between the parties hereeto, it is agreed as follows:

THE AGREEMENT

1) PURPOSE. The purpose of this Agreement is to define the obligations and responsibilities of the County and Contractor (collectively "Parties") hereeto with respect to the provision of Fire Protection Services for the District.

2) COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly and time-consuming adversarial proceedings to resolve such disputes.
3) **CONTRACT DOCUMENTS.** The following Appendices are attached to and made part of this Agreement:

   **Appendix A: Fire Districts**

This Agreement, together with the foregoing Appendices, constitutes the entire Fire Protection Services Agreement between the Parties with respect to the provision of Fire Protection Services, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services. This Agreement is not intended to address or change the terms of Emergency Medical First Response to the extent that such response is governed by any Automatic Aid/Closest Unit Response Agreement. The Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties.

4) **SCOPE OF SERVICES.** The services performed by Contractor under this Agreement include, but are not limited to, the following:

   a. Respond with Firefighting Apparatus and Personnel to the scene of a fire, life safety related emergency, man-made or natural disaster or public service request.

   b. Take command and control of the emergency scene, contain any fire and mitigate any hazards at a fire scene.

   c. Investigate any fire within the District to determine the cause and origin.

   d. Inspect all commercial, industrial and multi-family dwellings within the District for compliance with the Florida Fire Prevention Code.

   e. Conduct plan reviews, as requested by the County's Building and Development Review Services Department ("Building Department"), fire inspections, sprinkler tests, fire alarm tests and final fire inspections within the District, in accordance with the Florida Fire Prevention Code.

   f. Conduct and maintain immediate access to fire pre-plan documents for all commercial, industrial and multi-family dwellings within the District. Provide education programs to the public in fire prevention, life safety and disaster preparedness.

   g. Upon notification by the 9-1-1 Center of an emergency request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Firefighting Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards shall be dispatched without regard to fire district or jurisdictional boundaries.

   h. Response times must meet the minimum standards as established in this Agreement.
i. The allotted Firefighting Apparatus must at all times be operable, equipped and staffed with a minimum of three (3) Personnel to operate on all emergency and non-emergency calls. Apparatus staffing must include at least one firefighter that is trained and designated as a Company Officer. All assigned personnel will, at a minimum, meet the requirements as defined in Chapter 633, Florida Statutes.

j. Performance must be consistent with approved fire standards and compliant with Section 600 Pinellas County Fire Department Standard Operating Procedures.

k. Conduct of Personnel must be professional and courteous at all times. Crews must wear uniforms that clearly identify them as fire department personnel.

l. The Contractor is responsible to insure that equipment is maintained for optimal performance.

m. The Contractor shall require personnel to gather and enter data into the electronic fire reporting system furnished by Pinellas County for every incident responded to by the Contractor. The Company Officer is responsible for insuring the accuracy and completeness of such reports.

n. Upon notification of a State of Emergency within Pinellas County, Contractor will coordinate its firefighting resources with the County's Office of Emergency Management, given the nature of the event or disaster, and shall proceed in accordance with applicable plans and protocols.

Such services, contained herein, shall be provided in accordance with the terms and conditions of this Agreement.

5) DEFINITIONS - Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"Automatic Aid/Closest Unit Response Agreement" means the agreement by and between every political subdivision and fire control district within Pinellas County dated October 16, 1990.

"Board" means the Pinellas County Board of County Commissioners.

"CAD" means computer aided dispatch.

"Caller" means a person accessing the response system by telephone.

"Contract Year" means, for any given year, the period commencing on October 1 and ending at midnight on September 30 of the following year.

"Contractor" means the provider of Fire Protection Services under this Agreement.

"County" means Pinellas County, Florida, a political subdivision of the State of Florida.

"District" means the South Pasadena Fire Control District.
"Emergency Request" means a request for emergency services received directly at the 9-1-1 Center.

"Emergency Response" means, for the purposes of measuring Response Time compliance in this agreement, the act of responding to a request for services in which Contractor determined that red lights and sirens will be used.

"Fire Equipment" means the equipment and tools necessary to equip and operate Firefighting Apparatus in accordance with the applicable NFPA guidelines.

"Firefighter" means individuals, trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, that function as firefighters, fire officers, and command officers employed by Contractor.

"Firefighting Apparatus" means emergency vehicles, either existing equipment owned by the Contractor or purchased through the use of District funds, which are constructed and equipped to meet or exceed NFPA 1901 Class A requirements for an emergency pumping vehicle. Such vehicles are used for rapid response to an emergency scene and the suppression and containment of a fire or other hazard.

"Fire Protection Services" means the response of Firefighting Apparatus, Units and Personnel to the scene of a fire, life safety emergency, man-made or natural disaster or public service request. Fire Protection Services include the command and control of the emergency scene, the containment of any fire, and the mitigation of any hazards, and may include specialized rescue. Related services include fire and arson investigation, fire inspections and code enforcement, and public education.

"Fire Protection System" means the network of organizations, including, but not limited to, the Pinellas County Fire Protection Authority, the Board, contractors, and other municipalities within Pinellas County, established to provide Fire Protection Services.

"Fiscal Year" means the year commencing on October 1 of any given year and ending on September 30 of the immediately succeeding year.

"Florida Fire Prevention Code" means fire and life safety codes adopted by County, in accordance with Chapter 62, Article III, of the Pinellas County Code.
"Force Majeure" means any act, event, or condition other than a labor strike, work stoppage, or slowdown that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or obligations of either Party under this Agreement, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation, or complying with any condition required, of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to, an act of God, epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

"NFPA" is County's currently-adopted National Fire Protection Association guidelines for Personnel, Fire Equipment, Firefighting Apparatus and Units, as may be amended.

"Party" or "Parties" means either the County or Contractor, or both, as the context of the usage of such term may require.

"Personnel" means individuals trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, who function as Firefighters, fire officers, fire inspectors, arson investigators, and command officers employed by Contractor.

"9-1-1 Center" means the Public Safety Answering Point operated and maintained by the County for the purpose of receiving 9-1-1 calls from citizens.

"Response Time" means the period of time commencing when a Firefighting Apparatus or Unit is dispatched to an emergency and ending when it arrives on the scene of the incident.

"Run Cards" means the 9-1-1 Center's computer-aided dispatch software database that recommends, based upon the call location, the closest or most appropriate Firefighting Apparatus and/or Units to respond to the Emergency Request. The Run Cards will be based upon a predetermined listing of Firefighting Apparatus and Units which Contractor and Board determined to be the closest by travel time or in the most appropriate order.

"State" means the State of Florida.
“State of Emergency” means any applicable event or disaster declared as an emergency by a proclamation of the Federal Government, the State, the County, or a municipality within the County pursuant to their applicable legal authority.

“Unit(s)” means emergency vehicles operated by Contractor which are constructed and equipped, as applicable, and are used for rapid response to an emergency scene which do not meet the NFPA 1901, Class A, pumping guidelines. Units may include, but not be limited to, ladder trucks, squads, reserve pumpers, brush trucks, water tankers, specialized rescue units, and command or staff vehicles.

6) TERMS GENERALLY. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation,” except as the context may otherwise require. The words “agree,” “agreement,” “approval,” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed,” except as the context may otherwise require.

REPRESENTATIONS

7) REPRESENTATIONS OF CONTRACTOR. Contractor represents and warrants to County that each of the following statements is presently true and correct:

(a) Existing. Contractor is a Florida municipal corporation, independent special district, or corporation, as the case may be, having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of, and has been duly executed and delivered by Contractor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof, contravenes any existing law, judgment, government rule, regulation, or order applicable to or binding on the County.
(c) **Enforceability.** This Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation.** There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement of any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability.** Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

**DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

1) **FIREFIGHTING APPARATUS AND EQUIPMENT.**

(a) **Obligation to Provide Firefighting Apparatus and Units.** Contractor may select and acquire Firefighting Apparatus and Units used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel.** Contractor shall be responsible for routine maintenance and repair of all Firefighting Apparatus and Units, and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles, and fuel. Contractor shall maintain Firefighting Apparatus and Units in safe and proper working order.
(c) **Staffing of Vehicles.** The desired level of staffing shall be four (4) crew members. Firefighting Apparatus shall be continuously staffed daily with a minimum of three (3) Firefighters, one of which is certified at the Company Officer level.

(d) **Fire Equipment.** Contractor shall furnish and maintain all Fire Equipment required to meet the terms of this Agreement.

(e) **Communications Equipment.** Contractor shall furnish and maintain all communications equipment including, but not limited to, station radios and encoders, mobile radios, portable radios, pagers, and cellular phones, as Contractor deems appropriate.

(f) **Command Officers.** In addition to the personnel provided in (c) above, Contractor will provide its own or, through the use of automatic aid, command officers to respond to incidents within the District.

9) **RESPONSE TIME.**

(a) **Emergency Requests.**

Response Time shall be such that not less than ninety percent (90%) of all Emergency Requests which are (1) categorized as a structure fire or a fire alarm; (2) within the District; and (3) for which Contractor's Firefighting Apparatus is predetermined to be the first due Firefighting Apparatus, shall be within seven (7) minutes and thirty (30) seconds or less.

(b) **Exemptions.**

(1) The Response Time requirements in this subsection (a) shall not be applicable to responses which occur during periods of Force Majeure provided, however, that Contractor shall document said conditions and shall apply for this exception as provided for in subparagraph (2) below. The calculation for determining compliance with Response Time performance shall be made by the County on a monthly basis.

(2) Should Contractor experience a Force Majeure, Contractor shall, as a condition precedent to the right to claim a Force Majeure, notify the County within three (3) business days of when Contractor becomes aware of the Force Majeure.

(3) Downgraded calls which occur, based on additional information such as from 9-1-1 or first Unit arrival, will be excluded from determining Response Time performance.
(4) The exemptions provided for in this subsection (b) are exhaustive and no other cause of poor Response Time performance shall be allowed as exemption to these Response Time requirements and reporting provisions.

10) CONTINUING EDUCATION AND TRAINING. Contractor shall make available the necessary continuing education and training for maintaining the skill, competency, and required certifications for all Personnel, as required by federal, state, or local regulation.

11) STANDARD PRACTICES

(a) Standard Practices. Contractor shall ensure that its policies and standard operating procedures and actions are consistent with those countywide standard operating procedures approved by the Pinellas County Fire Chiefs Association at all times and shall correct any deviations.

(b) Ride-Alongs. Contractor may allow the Board or its representative, in the performance of their duties, to ride in Contractor's Firefighting Apparatus or Units during responses to Emergency Requests. Such representatives shall conduct themselves in a professional and courteous manner; shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employee/employer relationship. The Board, or its representatives, shall provide proof of employment, proof of workers' compensation insurance, and complete any waiver or release forms which may be required by Contractor prior to riding in Contractor's Firefighting Apparatus or Units. Such ride-alongs shall be scheduled or prearranged with Contractor.

12) PERSONNEL

(a) Training and Qualifications. All Personnel employed by Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with Chapter 633, Florida Statutes, and shall hold appropriate certificates as required by state law.

(b) Standard of Conduct. Contractor's Personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from their standard of conduct.

(c) Working Conditions. Contractor shall ensure that it is in compliance with all applicable state and federal laws and regulations regarding labor conditions, workplace and working conditions, and environmental safety requirements.
13) DISASTER ASSISTANCE AND MUTUAL AID

(a) Disaster Assistance Within Pinellas County. Immediately upon notification by either Party of a State of Emergency within Pinellas County, Contractor shall commit such resources as are necessary and appropriate, and given the nature of the event or disaster, shall proceed in accordance with applicable plans and protocols. During such periods, Contractor shall notify the County and shall be released from the performance requirements in this Agreement. When State of Emergency assistance has been terminated, Contractor shall promptly notify the County that Contractor is able to resume normal operations.

(b) Emergency/Disaster Assistance Outside of Pinellas County. If Contractor provides emergency or disaster assistance response outside of Pinellas County, it shall be provided in a manner which does not jeopardize Contractor's ability to render reliable services under this Agreement.

(c) Mutual Aid. Normal (non-disaster related) mutual aid responses outside of Pinellas County, rendered by Contractor, shall be provided in a manner which does not jeopardize Contractor's ability to render reliable services under this Agreement.

14) AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the 9-1-1 Center of an Emergency Request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards shall be dispatched without regard to fire district or jurisdictional boundaries. Contractor's authorized representative will periodically, or at the request of the County, update their Run Cards to insure their accuracy and coordinate any changes with any affected Contractor(s). The County, with the consent of Contractor, may update and manage the applicable Run Cards.

15) FIRE REPORTING SYSTEM. Contractor shall gather and enter data into the countywide electronic fire reporting system provided by the County for every Emergency Request responded to by Contractor's Personnel.

The database of the electronic fire reporting system shall be fully comprehensive, including complete and integrated information on all Fire Protection System activities. Contractor shall require its Personnel to comply with the completion of all fire incident reports and data entry requirements to insure the accuracy and completeness of such reports, as approved and periodically revised, by Contractor and the County.
Contractor shall have unlimited access, regardless of storage location or medium, to electronic fire reports generated by Contractor's Personnel and all dispatch-related data in a mutually-agreeable format.

18) **FIRE INVESTIGATION.** Contractor shall investigate all fires to determine the cause and origin. The investigation of all fires determined to be of a suspicious nature shall be coordinated with the appropriate law enforcement agency and other regulatory or investigative agencies, as applicable.

17) **FIRE PREVENTION AND CODE ENFORCEMENT.**

(a) **Fire Inspections.** Contractor shall conduct periodic fire inspections of all commercial, industrial, and multi-family dwellings in the unincorporated area of the District, in accordance with the Fire Prevention Code. Contractor shall ensure that water flow testing, fire alarm testing, and other related services or inspections are conducted, as required by law. Any user fees charged by the Contractor for Fire Inspections shall be approved in advance by the Board. If the Contractor provides fire inspections within any other jurisdiction, the user fee charged within the District shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with fire inspections.

(b) **Plan Review and Final Fire Inspections.** Contractor shall conduct plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the District, in accordance with the Florida Fire Prevention Code. County shall make building plans available to the Contractor for pickup and review. Final inspections shall be on the date and time agreed to by the building contractor, Contractor's Fire Department and the County's Building Department. Any fees charged by the Contractor for plan reviews and final fire inspections shall not exceed those fees charged within the Contractor's municipal area and must be approved in advance by the Board. The County is not responsible for any payments associated with Plan Reviews and Final Fire Inspections.

(c) **Code Enforcement Standards.** Contractor shall interpret and enforce the Florida Fire Prevention Code, as may be amended, consistent with the interpretations of the prevailing regulatory authority or the Pinellas County Construction and Licensing Board. Contractor shall interpret and enforce only the Fire Prevention Code, and shall not interpret or enforce any building codes in the unincorporated area, except as they relate to fire or life safety issues.
(d) **Complaint Resolution.** Any complaints received by County from builders, contractors, property owners, or citizens relating to plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the District, will be forwarded to Contractor for investigation. Contractor will forward to the County a detailed report concerning the incident, and outline any appropriate remedial action taken. The County reserves the right to investigate all complaints and to recommend remedial actions.

18) **Audit and Inspection.** Representatives of the Board may observe Contractor's operations at any time and as often as may reasonably be deemed necessary. Contractor shall make available to County for its examination, its records with respect to all matters covered by this Agreement. County's right to observe and inspect records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Contractor in advance of any such visit. Records relating to contract activities shall be retained for three (3) years from final payment in each year. County shall pay any reasonable costs for copying any materials requested.

19) **Communications Infrastructure.** County shall furnish and maintain, at no cost to Contractor, the communications infrastructure which shall include: emergency (9-1-1) and non-emergency telephone access, dispatch communication services, the public safety radio system, and the CAD and Fire Reporting Computer System.

**Insurance**

20) **Minimum Insurance Requirements.** The Contractor shall be self-insured or shall pay for, obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. Where applicable, Contractor shall submit to the County a letter from Contractor's Risk Manager stating that the Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
The following insurance coverages and requirements shall remain in effect throughout the Term of this Agreement (unless Contractor is self-insured, in which Contractor shall not be required to comply with the following insurance requirements):

1. Within ten (10) calendar days after Contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the Agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

2. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

3. No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County, if applicable. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

4. All policies providing liability coverage(s), other than professional liability and workers’ compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

5. If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

6. Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
7. Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

8. Each insurance policy shall include the following terms and/or conditions in the policy:

(a) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(b) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(c) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(d) All policies shall be written on a primary, non-contributory basis.

(e) Any certificate of insurance evidencing coverage provided by a leasing company for either worker's compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

(f) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.
9. For projects with a Completed Operations exposure, Contractor shall maintain evidence of insurance for two (2) years beyond final acceptance. The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) **Workers' Compensation Insurance**

Limit

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(B) **Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

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<td>Products/Completed Operations Aggregate</td>
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<tr>
<td>Each Occurrence</td>
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(C) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

| Per Accident                           | $ 1,000,000       |

(D) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (A), (B), and (C) above:

Limits

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(E) **Professional Liability Insurance (Errors and Omissions)** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Page 16
Limits

General Aggregate: $5,000,000
Each Occurrence or Claim: $5,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(F) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

General Aggregate: $2,000,000
Each Occurrence: $2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

(G) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01 05 06, with at least minimum limits as follows:

Limits

General Aggregate: $1,000,000
Each Occurrence: $1,000,000

(H) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

21) COMPENSATION. As consideration for such Fire Protection Services, as described herein, the County shall pay Contractor annual compensation. Contractor shall be paid monthly in arrears and payments shall be (approximately) equal installments beginning November 2012. Annual compensation shall be equal to $75,000, the amount submitted in the Contractor's bid submission in response to Pinellas County Invitation to Bid 112-
The annual compensation under this Agreement cannot exceed the lesser of the assessed millage for the District as assessed by the Board, or the millage cap, which is 5 mills.

22) **Funds to be Used Solely for Fire Protection Services.** Contractor recognizes that funds provided pursuant to the Agreement are derived from ad valorem taxes collected within the District, and must be dedicated solely to the provision of Fire Protection Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall not use funds for non-operating purposes including, but not limited to, gifts, donations, good will, and travel expenses in excess of rates specified by applicable law, municipal policy, or Section 112.061, Florida Statutes.

23) **Fiscal Non-Funding.** The funds to be used for services performed pursuant to the Agreement are subject to periodic appropriation of funds by Board. If funds are not appropriated by Board for any or all of this Agreement, neither the Board nor County shall be obligated to pay for any services performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement. County agrees to promptly notify Contractor in writing of such failure of appropriation, and this Agreement shall terminate on the last day of the then-current Fiscal Year.

**TERM AND TERMINATION**

24) **Term of Agreement.** This Agreement shall take effect on October 1, 2012, and shall continue through September 30, 2017, unless terminated or renewed in accordance with this Agreement. The Agreement may be extended for one additional five (5) year term through a written mutual agreement between the Contractor and the County. Written notice of intent to extend this Agreement or notification that the Agreement will not be extended must be provided no later than 180 days prior to the termination of this Agreement.

25) **Termination and Disposition of Assets.**

(a) **Termination by Board for Convenience.** County may terminate this Agreement by serving upon Contractor a ninety (90) calendar day written notice of County's intention to terminate this Agreement; however, shorter notice may be given if the County determines an emergency situation exists requiring such action.

Upon the effective date of termination of this Agreement, the County is not obligated to pay Contractor for Fire Protection Services, nor is Contractor obligated to provide Fire Protection Services, as defined in this Agreement, except as may be required by any other applicable agreement(s).
(b) **Termination by Board for Performance Deficiency.** In the event that the County finds any deficiency in meeting the level of services described herein which affects, or may affect, the performance of services hereunder, County shall notify Contractor of such deficiency, or deficiencies, and shall give Contractor thirty (30) days from receipt of such notice within which to cure such deficiency to the satisfaction of County. County may, in its sole discretion, extend the cure period. In the event of such extension, Contractor and County shall prepare an agreement outlining a planned program for curing the deficiency.

(c) **Termination by Contractor.** Contractor may terminate the Agreement by giving to County ninety (90) calendar days written notice of its intention to terminate.

(d) **Disposition of Assets.** Contractor represents that it currently owns equipment sufficient to perform the obligations under this Agreement. To the extent that additional equipment or assets are purchased by Contractor during the term of this Agreement, with funds paid as compensation under this Agreement or otherwise, Contractor shall maintain ownership of such equipment or assets upon the termination of this Agreement unless specifically agreed to otherwise in writing by the Parties at the time of funding or purchase of such new equipment or assets.

26) **RESOLUTION OF DISPUTES.** Resolution of any controversy or dispute that may arise under this Agreement shall be resolved in a timely manner. Parties shall establish a committee consisting of representatives of Contractor, the County, and of a fire service provider mutually acceptable to Contractor and the County. The committee shall meet as the circumstances may deem necessary to resolve controversies and disputes. To the extent Contractor and the County cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, either Party, to the extent its interests are adversely impacted, may refer the matter to mediation. In such case, the Parties shall select a mediator mutually acceptable to the Parties and shall share the costs of mediation equally. If mediation fails to resolve the dispute, either Party may pursue its legal remedies, including, but not limited to, filing a complaint in the appropriate court possessing competent jurisdiction after following all statutory requirements prior to such filing.
MISCELLANEOUS

27) LIABILITY AND INDEMNIFICATION. The Parties agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended by the Parties to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes. This section shall not be construed as waiving any defense or limitation which any of the Parties may have against any claim or cause of action by any person not a party to this Agreement. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement. This section shall survive expiration or earlier termination of this Agreement.

28) NON-DISCRIMINATION IN EMPLOYMENT. Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly or equally during employment, without regard to age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29) NOTICES. All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to County: Director, Pinellas County Public Safety Services
12490 Ulmerton Road
Largo, Florida 33774

If to Contractor: City of St. Petersburg
175 Fifth St. N.
St. Petersburg, FL 33701
Attn: Mayor's Office

30) ENTIRE AND COMPLETE AGREEMENT. This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder.
This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

31) OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

32) APPLICABLE LAW. The law of the State shall govern the validity, interpretation, construction, and performance of this Agreement.

33) WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived, and shall not be deemed to waive any other breach under this Agreement.

34) SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

35) CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Board or County.

36) NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty, or obligation of Contractor under this Agreement shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Board.

37) COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.
HEADINGS: Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this [BLANK] day of September, 2012.

ATTEST:
Ken Burke, CLERK

Deputy Clerk

APPROVED AS TO FORM
Office of County Attorney:

CONTRACTOR:
City of St. Petersburg, Florida

By: _______________________
Name/Title: Bill Foster, Mayor

Attest:
For Cathy E. Davis - Acting Clerk

For Eva Andujar, City Clerk

Approved as to form and content:
City Attorney (designee)
**APPENDIX A**

**FIRE DISTRICTS**

<table>
<thead>
<tr>
<th>Fire District</th>
<th>Current Fire Service Contractor</th>
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<td>Belleair Bluffs Fire Control District</td>
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<tr>
<td>Clearwater Fire Control District</td>
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<td>(East) Highpoint Fire Control District</td>
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<td>Tierra Verde Fire Control District</td>
<td>Lealman: Special Fire Control District</td>
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</table>
TO: City Council Chair & Members of City Council

SUBJECT: Approving the appointment of poll workers for the May 2, 2017 City of St. Petersburg Special Election Referendum.

EXPLANATION:

In accordance with The St. Petersburg City Code Section 10-10, City Council is required to approve the list of poll workers who will serve as “election officers” for municipal elections.

The Pinellas County Supervisor of Elections is responsible for the selection and training of poll workers, and she has now forwarded the list of selected poll workers to the City for approval. It is recommended that City Council approve the list of poll workers provided by the Supervisor of Elections. The list is on file in the office of the City Clerk.

COST/FUNDING INFORMATION:

The Supervisor of Elections will recruit, assign, train, and compensate ALL poll workers. A Deputy Sheriff will deputize the poll deputies.

ATTACHMENT: Resolution
WHEREAS, Section 10-10 of the St. Petersburg City Code requires the City Council to select all election officers for municipal elections;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the individuals on the list of poll workers on file in the office of the City Clerk are hereby selected to serve as election officers for the May 2, 2017 City of St. Petersburg Special Election Referendum.

This resolution shall become effective immediately upon its adoption.

APPROVED:

Legal .................................................................................................................................

Administrative..................................................................................................................
<table>
<thead>
<tr>
<th>Last_Name</th>
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<td>MERLENE</td>
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<td>GAINER</td>
<td>JOYCE</td>
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<tr>
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WARFIELD WILLIAM 226 Ballot Distribution Mgr.
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St. Petersburg City Council

Consent Agenda
Meeting of April 20, 2017

TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution approving the Master Emergency Communication Interlocal Agreement with Pinellas County, Florida for enhanced radio system access; authorizing the Mayor or his designee to execute the Master Emergency Communication Interlocal Agreement.

EXPLANATION: The County has negotiated enhanced radio service that will allow additional users, including the City, to be notified of emergencies when they occur. The City wishes to enter into this agreement with the County to enable wireless communication devices to be enabled to receive and transmit radio communications with field based operational staff, as well as the Emergency Communication Center. This service will enable senior command staff to be able to monitor events in real time even when away from radio coverage areas. This service significantly enhances overall operational and communication capabilities within both the police and fire departments, and ensures command staff has situational awareness of events as they occur.

The County will provide all licenses for the “WAVE” application, as well as initial training to the City and designated personnel receiving access to the “WAVE” application. In addition, the County will provide for backbone infrastructure maintenance of the “WAVE” application and undertake all due diligence to assure that the application is working properly. The City will be responsible for costs associated with the number of licenses and radio system integrations requested, estimated to be a one-time expense of $4,924 and an annual system maintenance expense of approximately $887.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution approving the Master Emergency Communication Interlocal Agreement with Pinellas County, Florida for enhanced radio system access and authorizing the Mayor or his designee to execute the Master Emergency Communication Interlocal Agreement.

COST/FUNDING INFORMATION: Funds for expenses associated with the Agreement will be available in the General Fund (0001), Police Department (140).

Attachments: Resolution

Approvers:

Administration: [Signature]

Budget: [Signature]
RESOLUTION NO. 2017-__

A RESOLUTION APPROVING THE MASTER EMERGENCY COMMUNICATION INTERLOCAL AGREEMENT WITH PINELLAS COUNTY, FLORIDA, FOR ENHANCED RADIO SYSTEM ACCESS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE MASTER EMERGENCY COMMUNICATION INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pinellas County, Florida ("County") has negotiated enhanced service that will allow additional users to be notified of emergencies when they occur; and

WHEREAS, several public safety agencies in the County desire to have access to the enhanced radio system service known as "WAVE"; and

WHEREAS, it is in the public interest that the parties coordinate to provide additional access to this enhanced service; and

WHEREAS, it is the intent of the County to allow any County public safety agency (which includes the St. Petersburg Police Department and the St. Petersburg Fire & Rescue Department) desiring to participate in implementing "WAVE" to be so authorized upon execution of the Master Emergency Communication Interlocal Agreement; and

WHEREAS, the City of St. Petersburg, Florida desires to execute the Master Emergency Communication Interlocal Agreement to allow the St. Petersburg Police Department and the St. Petersburg Fire & Rescue Department to access this enhanced emergency communications technology.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Master Emergency Communication Interlocal Agreement with Pinellas County, Florida, for enhanced radio system access is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Master Emergency Communication Interlocal Agreement.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Content:

City Attorney (Designee)
Meeting of April 20, 2017 317086
MASTER EMERGENCY COMMUNICATION INTERLOCAL AGREEMENT FOR ENHANCED RADIO SYSTEM

THIS INTERLOCAL AGREEMENT "Agreement" is entered into by and between Pinellas County, Florida, ("County"), by and through its Safety & Emergency Services Department, Division of Radio and Technology and the Participating Agencies as indicated in Appendix A (collectively referred to as "Agencies", individually referred to as an "Agency") (collectively "Parties").

WITNESSETH:

WHEREAS, the County has negotiated enhanced service that will allow additional users to be notified of emergencies when they occur; and

WHEREAS, several public safety agencies in the County desire to have access to the enhanced service; and

WHEREAS, it is in the public interest that the Parties coordinate to provide additional access to this enhanced service; and

WHEREAS, it is the intent of the County to allow any County public safety agency desiring to participate in implementing WAVE to be so authorized upon execution of this Master Interlocal Agreement

WHEREAS, Agencies interested in participating in this Master Agreement are indicated in Appendix A; and

WHEREAS, no additional costs will be incurred by the County based on the participation of eligible public agencies; and

WHEREAS, Agency has an interest in the enhanced emergency communications application known as WAVE; and

WHEREAS, Agency understands that it will bear all of its costs and liabilities incurred by its use of WAVE; and

WHEREAS, the Parties agree that the terms of this Master Interlocal Agreement shall be identical for all WAVE participants.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, the Parties agree as follows:

1. PURPOSE

The Parties desire to mutually enter into an Agreement allowing Agency access to the enhanced emergency communications technology consistent with the responsibilities and obligations set forth under this Agreement. The enhanced system is an application, generally referred to as "WAVE", which provides encrypted access to the emergency communications radio system. The "WAVE" application is limited in concurrent users and is not considered a public safety grade solution.

2. COUNTY'S DUTIES
The County shall:

a. Provide licenses for the “WAVE” application;

b. Retain control over access to use of “WAVE” application in order to assure license limits are not exceeded and to avoid overuse by any one Agency participating under this Master Interlocal Agreement;

c. Provide initial training to Agencies and their personnel receiving access to the “WAVE” application;

d. Provide for backbone infrastructure maintenance of the “WAVE” application and undertake all due diligence to assure that the application is working properly; and

e. Conduct and retain oversight authority over the use of the “WAVE” application.

3. DUTY OF THE AGENCY

The Agency shall:

a. Abide by all rules and regulations of the County relating to access to and use of the “WAVE” application;

b. Pay any and all costs associated with utilizing the “WAVE” application; pursuant to Paragraph 4 of this Agreement;

c. Provide a list of personnel that will receive access to the “WAVE” application; and

d. Require compliance with all applicable rules and regulations provided for in County operating procedures relating to the “WAVE” application.

4. COST OF USE

a. The Agency will pay a one-time fee of Two Hundred and Thirty-Six Dollars and no cents ($236.00) for each license requested and received under this Agreement. Motorola will bill the Agency directly.

b. The Agency will pay a one-time fee of Nine Hundred and Ninety-Five Dollars and no cents ($995.00) for each WAVE communication channel with radio system integration requested and received under this Agreement. Motorola will bill the Agency directly.

c. The Agency will pay a portion of annual system maintenance based on the number of licenses and WAVE communication channels purchased based on Motorola’s Cost Configurator. Motorola will bill the Agency directly.
d. The Parties shall retain all records relating to this Agreement for at least three (3) years after any final payment is made. In the event that funds are received from a Party that requires a longer record retention period, that requirement shall be documented in writing in order to apply.

5. TERMINATION

a. Except as provided in subparagraphs below, each Party to this Agreement may terminate their participation upon no less than thirty (30) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

b. In the event funds to finance this Agreement become unavailable, a Party may terminate their participation upon no less than twenty-four (24) hours' notice in writing to the Parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each Party shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide thirty (30) days' notice for Termination for Lack of Funds. Each Party shall be final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.

c. In addition to the rights, as set forth above, this Agreement may be terminated for any breach of the terms of this Agreement by a Party upon written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each Party may at its discretion waive any breach in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type.

6. DISPUTE RESOLUTION

The Parties agree to contact each other immediately upon the occurrence of any serious concern that emerges during the term of this Agreement that may affect the continuance of the Agreement prior to taking any other action.

7. INDEMNIFICATION

The Parties are both public entities and as such agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment or contract and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party. Nothing herein shall be construed as consent by any Party to be sued by third parties in any manner arising out of this Agreement.

8. ASSIGNMENTS

a. The Agency shall not assign its rights received under this Agreement to another party without prior written approval of the County.
b. No such approval of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Agency. All such assignments shall be subject to the conditions of this Agreement.

9. TERM

a. This Agreement shall take effect from date of execution by the Parties and shall expire September 30, 2020 unless otherwise terminated or otherwise annulled.

b. This Agreement may be extended upon such terms and conditions as the Parties hereto may later agree. This Agreement may be renewed for successive terms pursuant to a writing Renewal Agreement signed by the Parties.

10. AMENDMENTS

No amendments to this Agreement may be made without prior written approval of the Parties.

11. GOVERNING LAW

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

12. SEVERABILITY

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

13. AGREEMENT MANAGEMENT

Each Party shall designate a liaison and provide contact information for said person as a condition subsequent to this Agreement to be provided to the below signatory or designee for managing this Agreement.

14. SOVEREIGN IMMUNITY

The Parties agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes.

15. NO PLEDGE OF AD VALOREM TAXES

The Parties agree that this Agreement does not constitute a general indebtedness of any Party within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the Parties that no Party shall ever have the right to require or compel the exercise of ad valorem
taxing power of another Party or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement.

16. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties hereto and may be modified or amended only by a document in writing executed by all the parties hereto and executed with the same formality of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed, each on a separate page to be attached hereto upon execution, by their duly authorized representatives this ___ day of __________, 2016.

PINELLAS COUNTY, FLORIDA, acting by and through its County Administrator

By: ________________________________
   Mark Woodard
   County Administrator

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: ________________________________
   Senior Assistant County Attorney
(Each signatory will sign their individual signatory block)

Agency: ____________________

By: ____________________ Attest: ____________________

Print: ____________________

As its ____________________

Approved as to Content: ____________________

Approved as to Form:

________________________
City Attorney (designee) City Attorney (designee)

By: ____________________ By: ____________________

Assistant City Attorney Assistant City Attorney
Appendix A - Participating Agencies

Belleair Police Department
Gulfport Police Department
Indian Shores Police Department
Kenneth City Police Department
Largo Police Department
Pinellas County Schools Police Department
Pinellas County Sheriff's Office
Pinellas Park Police Department Tarpon Springs Police Department
Treasure Island Police Department
University of South Florida Police Department
Airport Rescue Fire Department
Clearwater Fire Department
Dunedin Fire Department
East Lake Fire Department
Gulfport Fire Department
Largo Fire Department
Lealman Fire Department
Madeira Beach Fire Department
Oldsmar Fire Department
Palm Harbor Fire Department
Pinellas Park Fire Department
Pinellas Suncoast Fire Department
Safety Harbor Fire Department
Seminole Fire Department
South Pasadena Fire Department
St. Pete Beach Fire Department
Tarpon Springs Fire Department
Treasure Island Fire Department
City of St. Petersburg
Emergency Medical Services
Medical Director's Office
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the Memorandum of Understanding between the City of St. Petersburg, Florida ("City") and the St. Petersburg Area Chamber of Commerce, Inc. ("Chamber") for the Chamber to provide services related the St. Petersburg Greenhouse in an amount not to exceed $96,000; authorizing the Mayor or his designee to execute the Memorandum of Understanding.

Explanation: In 2013, the City and the Chamber entered into a one year memorandum of understanding to launch The Greenhouse concept. This concept brought together the Small Business Development Center team and the Chamber to offer a central and unified delivery of assistance and support to small businesses and entrepreneurs. After 2013, the City and the Chamber have continued to execute an annual memorandum of understanding for the Chamber to provide services for The Greenhouse. For fiscal year 2017, the City and the Chamber desire to enter into a memorandum of understanding for the Chamber to continue to provide services for the Greenhouse.

The Greenhouse team is made up of five (5) full time city employees and two (2) full time chamber employees. Together the team functions as one unit working on goals set by a shared strategic plan with specific deliverables.

The guiding concept of The Greenhouse is to serve as entrepreneur’s front door to business success with a two-fold approach. Focusing on young/establishing/growing innovation based, key sector development and on community based/SMEs (neighborhood/main street/microenterprises). Our services generally fall within three concepts:

- SEED – from concept to 3 years
- GROW – focusing on growing young firms from year 3 and beyond
- TRANSPLANT – helping in the relocation and establishment of businesses to St. Petersburg

The majority of Greenhouse services fall within one of the following areas:

- Capacity Building (training, education, technical assistance)
- Consultation & Mentorship
- Small Business Enterprise Program
- Liaison Services
- Corridor Development
- Promotion
- Connection
- Partnerships/Referrals

The Greenhouse is a network of strategic partners that provide service and assistance to entrepreneurs in our community. While some of the services offered are in house, other services and opportunities are made available through the partnership structure. We are constantly evaluating and adding new partners to grow impacts and services for our entrepreneurs.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution approving the Memorandum of Understanding between the City of St. Petersburg,
Florida ("City") and the St. Petersburg Area Chamber of Commerce, Inc. ("Chamber") for the Chamber to provide services related to the St. Petersburg Greenhouse in an amount not to exceed $96,000 and authorizing the Mayor or his designee to execute the Memorandum of Understanding.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the General Fund (0001) Planning and Economic Development (370.2609)

**Attachments:** Resolution

**Approvals:**

[Signatures]

Administrative

Budget
RESOLUTION NO. 2017-___

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND THE ST. PETERSBURG AREA CHAMBER OF COMMERCE, INC. ("CHAMBER") FOR THE CHAMBER TO PROVIDE SERVICES RELATED THE ST. PETERSBURG GREENHOUSE IN AN AMOUNT NOT TO EXCEED $96,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and St. Petersburg Area Chamber of Commerce, Inc. ("Chamber") desire to continue the model for business assistance and growth called the St. Petersburg Greenhouse ("Greenhouse"); and

WHEREAS, the Greenhouse serves as the front door for business success in St. Petersburg by offering a variety of resources geared to all types of individuals and businesses; and

WHEREAS, the Greenhouse continues to provide opportunities to grow an array of programs and services to expand the growth of St. Petersburg's economy with a greater focus on business startups and economic gardening principles of business expansion and business retention; and

WHEREAS, the Chamber shall provide the services related to the Greenhouse as set forth in the Memorandum of Understanding and the City has agreed to provide funding to the Chamber in an amount not to exceed $96,000; and

WHEREAS, the Chamber has agreed to the terms and conditions set forth in the Memorandum of Understanding.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Memorandum of Understanding between the City of St. Petersburg, Florida, and the St. Petersburg Area Chamber of Commerce, Inc. ("Chamber") for the Chamber to provide services related the St. Petersburg Greenhouse in an amount not to exceed $96,000 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Memorandum of Understanding.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Content:

[Signature]
City Attorney (Designee)
316593