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

Public Hearings

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

1. Ordinance 280-H amending and adding exemptions to the City's procurement code; adding and revising definitions; including job order contract procedures and an owner direct purchase policy under the procurement department duties and responsibilities; providing that purchases and contracts for supplies and certain services for more than $100,000 shall require City Council approval and that purchases and contracts for professional and consulting services and construction for more than $50,000 shall require City Council approval; amending the criteria and procedures for bid acceptance and bid evaluation; providing for an adjustment to the bid price if bids for construction exceed available funds; including job order contract to construction delivery methods; authorizing procurement through electronic means.

E. Reports

1. Pier Report
(a) A resolution accepting a partial guaranteed maximum price (GMP) proposal in the amount of $17,579,847 for Skanska USA Building, Inc. (Skanska) to construct the marine structural work related to The New St. Petersburg Pier Project; authorizing the Mayor or his designee to execute a second amendment to the Construction Manager at Risk Agreement with a guaranteed maximum price between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended (Contract), to incorporate the partial GMP proposal for the marine structural work into the Contract, add additional insurance requirements and modify other necessary provisions; rescinding unencumbered appropriations in the Neighborhood & Citywide Infrastructure Fund (3027) in the amount of $386,000 from the Seawall renovation/replace 14 project (14121) and in the amount of $314,000 from the seawall renovation/Replacement FY 15 (14642); approving a transfer of $700,000 from the unappropriated balance of the Neighborhood & Citywide Infrastructure Fund (3027) to the General Capital Improvement Fund (3001); authorizing a supplemental appropriation in the amount of $700,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Visioning Project/The New St. Petersburg Pier Project (Engineering & CID Project No. 09227-019; Oracle Project No. 11988).

2. Sewer Report

(a) Awarding a three-year blanket purchase agreement to Synagro South, LLC for biosolids removal and disposal services for the Water Resources Department, at a total contract amount of $3,189,750.

(b) Approving the renewal of a blanket purchase agreement with Premier Magnesia, LLC, a sole source supplier, for wastewater odor control chemicals and equipment for the Water Resources Department, at an estimated annual cost of $648,000, for a total contract amount of $1,448,000.

(c) A resolution approving a partial control estimate #1 for WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960) for PCL Construction, Inc.'s extended general conditions in an amount not to exceed $1,324,752 for a four month duration (May 1 through August 31); authorizing payment to PCL Construction, Inc. (PCL) in an amount not to exceed $697,000 for the premiums and costs for bonds and insurance required by the Construction Manager Contract between the City of St. Petersburg, Florida and PCL dated April 17, 2017, as amended (CM Contract) (WRF NW Construction Manager FY17 Project, Engineering No. 17063-111; Oracle No. 15960); authorizing the Mayor or his designee to execute the Second Amendment to incorporate the above referenced Partial Control Estimate into the CM Contract and modify other necessary sections of the CM Contract; rescinding an unencumbered appropriation in the amount of $1,000,000 from the Water Resources Capital Projects Fund (4003) , COS Optimization Construction FY17 Project (Oracle No. 15783); approving a supplemental appropriation in the amount of $1,000,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from the above rescission, to the WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960); approving a supplemental appropriation in the amount of $244,740 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960).
(d) A resolution approving Amendment No. 1 to the Architect/Engineering Agreement dated January 25, 2017 between the City of St. Petersburg, Florida (City) and ASRus, LLC (A/E Agreement) for additional services during construction for the NWWRF Reclaimed Water and Injection Well Improvements project in an amount not to exceed $207,250, for a total contract amount not to exceed of $1,380,250 (Engineering Project No. 17053-111; Oracle No. 15927); authorizing the Mayor or his designee to execute Amendment No. 1.

(e) A resolution approving the First Amendment to the Architect/Engineering Agreement dated January 25, 2017 between the City of St. Petersburg, Florida (City) and AECOM Technical Services, Inc. (A/E Agreement) to revise Section 2.0 of the A/E Agreement to extend the term of the Agreement from June 1, 2017 to such time as the Scope of Services is completed in accordance with the Agreement; (Engineering Project No. 17052-111; Oracle No. 15926); authorizing the Mayor or his designee to execute the First Amendment.

3. A resolution authorizing the Mayor or his designee to execute Task Order No. 16-04-KCA/STB to the architect/engineering agreement dated July 19, 2016 between the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corporation (Kisinger Campo) in an amount not to exceed $199,912.21 for Kisinger Campo to provide professional engineering consulting services pertaining to the design of roadway improvements at three (3) intersections within the Carillon Business Park. (Engineering Project No. 17074-112; Oracle No. 15645)

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

Setting June 15, 2017 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance approving the Local Historic Landmark designation of the Broadfield House, located at 956 39th Avenue North. (City File HPC 17-90300002)

2. Ordinance amending the Official Zoning Map designation of an estimated 1.16 acres, generally located east of 6th Street South and north of 42nd Avenue South, at 4142 6th Street South, from CRT-1 (Commercial Residential Traditional-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use. (City File ZM-7)

3. A private application requesting amendments to the Future Land Use Map and Official Zoning Map designations for a 0.58-acre subject property, located at 4241 4th Street North. (City File FLUM-44)

(a) Ordinance amending the Future Land Use Map designation from Planned Redevelopment-Residential to Planned Redevelopment-Mixed Use.

(b) Ordinance amending the Official Zoning Map designation from NT-1 (Neighborhood Traditional-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use.

4. Ordinance approving a vacation of a 16-foot north/south alley located west of the intersection of Dr. Martin Luther King Jr. Street North and 76th Avenue North. (City File 17-33000003)

5. Ordinance approving a vacation of the portion of 7th Avenue South located between 42nd Street South and 43rd Street South. (City File 17-33000005)
6. Ordinance amending Chapter 17, Article X of the City Code related to Economic Development Ad Valorem Tax Exemptions; providing for clarifying language; adding an exemption for up to twenty (20) years for improvements to data centers; and setting $300,000 as the minimum taxable value of improvements for which an exemption may be granted.

G. New Business

1. Referring to the Energy, Natural Resources & Sustainability Committee for a discussion on the Technical Memorandum - Water Quality Sampling Fish and Pelican Mortality Incident of January 2017. (Councilmember Montanari)

H. Council Committee and Intergovernmental Reports

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

2. Committee of the Whole: Penny for Pinellas (5/18/17)

3. Legislative Affairs and Intergovernmental Relations Committee (5/18/17)

4. Consolidated Plan Review Committee (5/19/17)

5. Budget, Finance & Taxation Committee (5/25/17)
   (a) An ordinance amending Chapter 2, Article V, Division 7, Section 2-298.5 of the St. Petersburg City Code relating to requirements for contractors to employ disadvantaged workers on major construction projects; amending the definition of prime contractor or contractor; requiring source lists; providing for rejection of bids; requiring quarterly reports from contractors; providing for corrective action and penalties; requiring an annual report to City Council.
   (b) An ordinance amending Chapter 2, Article V, Division 7, Sections 2-296 and 2-297 of the St. Petersburg City Code relating to requirements for contractors to employ apprentices on major construction projects; amending the definition of prime contractor or contractor; requiring source lists; providing for rejection of bids; requiring quarterly reports from contractors; providing for corrective action and penalties; requiring an annual report to City Council.

6. Public Services & Infrastructure Committee (5/25/17)

7. Combined Housing Services / Energy, Natural Resources & Sustainability Committee (5/25/17)

8. Co-Sponsored Events Committee (5/24/17)
(a) A resolution approving events for co-sponsorship in name only by the City for FY18; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by iHeartMedia + Entertainment, Inc. and Skyway Historical Tours of St. Petersburg, LLC.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

(b) A resolution in accordance with City Code Section 21-38(d) exempting 95.7 Beats by the Bay (Vinoy 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 the venue during the event as set forth herein.

I. Legal

1. Legal update regarding the investigation of the sewer issues. - (Oral)

J. Open Forum

K. Adjournment
1. City Council Convenes as Community Redevelopment Agency.

2. Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the Pier District (800 2nd Avenue Northeast) consistent with the Intown Redevelopment Plan; and providing an effective date (City File IRP 17-1a).

3. Adjournment of Community Redevelopment Agency.
NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.

(Procurement)

1. Approving the purchase of high density mobile shelving from Patterson Pope, Inc. for the Police Department, at a total cost of $780,239.00 and approving a supplemental appropriation in the amount of $800,000 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Police Facility/EOC Project (12847) and providing an effective date.
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 an amendment and an allocation increase to a five-year equipment assurance plan with Axon Enterprise, Inc. (formerly Taser International, Inc.), a sole source supplier, in the amount of $46,756.98, for a total contract amount of $435,530.88.

2. Approving the renewal of a blanket purchase agreement with Brenntag Mid-South, Inc. for sodium hydroxide (caustic soda) for the Water Resources Department, at an estimated annual cost of $150,000, for a total contract amount of $387,962.

3. Approving the renewal of a blanket purchase agreement with Recycling Services of Florida, Inc. for the sale of recyclable material, at an estimated annual revenue of $267,663.

4. Accepting the bid from Coastal Marine Construction Incorporated for the Bridge Repair – FY17 project, in the amount of $137,773 (Engineering Project No.17006-110; Oracle No.15627); and providing an effective date.

5. Awarding additional blanket purchase agreements for protective body armor vests to St. Pete Police Supply, LLC and Dana Safety Supply, Inc. for the Police Department.

6. Accepting a bid from Bob Carroll Building Contractor, Inc. for roof repairs at the Sunshine Center Complex in the amount of $75,343. (Engineering Project No.16202-019, Oracle Project No.15096); and providing an effective date.


(City Development)

8. Authorizing the Mayor, or his designee, to execute a Second Amendment to the Lease and Development Agreement with TLM Investment Group I, LLC, a Florida limited liability company, for the use of City-owned property known as Lot 2, Block 1, TACRA PHASE III REPLAT.

9. Resolution approving the plat of Towns on Fifth, generally located northwest of the corner of 5th Avenue Northeast and Bay Street Northeast. (City File 14-20000009)

(Public Works)
10. **Authorizing the Mayor or his designee to execute Task Order No. 16-02-GH/W, to the architect/engineering agreement dated December 5, 2016 between the City of St. Petersburg, Florida and Greeley and Hansen Engineers Inc. (“Greeley and Hansen”) in an amount not-to-exceed $65,000 for Greeley and Hansen to provide professional engineering consulting services as related to the 36-inch Valve Replacement Project located on the City’s 48-inch Water Transmission Main North of Lake Tarpon Outfall Canal and providing an effective date.**

11. **A resolution authorizing the Mayor or his designee to execute Task Order No. 17-01-KCCS/CEIP to the Professional Services Agreement dated March 24, 2017 between the City of St. Petersburg, Florida and KCCS, Inc. (KCCS) in an amount not to exceed $77,858.62 for KCCS to provide professional engineering services for the 30th Avenue North Bicycle Facility Project (Engineering Project No. 13022-112; FPN 424532 8 58/68 01; Oracle Nos. 13640, 14620, 15088 and 15646).**

12. **A resolution authorizing the Mayor or his designee to execute Task Order No. 16-04-KCA/STB to the architect/engineering agreement dated July 19, 2016 between the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corporation (Kisinger Campo) in an amount not to exceed $199,912.21 for Kisinger Campo to provide professional engineering consulting services pertaining to the design of roadway improvements at three (3) intersections within the Carillon Business Park. (Engineering Project No. 17074-112; Oracle No. 15645) [MOVED TO REPORTS AS E-3]**

13. **A resolution approving Amendment No. 1 to the Architect/Engineering Agreement dated January 25, 2017 between the City of St. Petersburg, Florida (City) and ASRus, LLC (A/E Agreement) for additional services during construction for the NWWRF Reclaimed Water and Injection Well Improvements project in an amount not to exceed $207,250, for a total contract amount not to exceed of $1,380,250 (Engineering Project No. 17053-111; Oracle No. 15927); authorizing the Mayor or his designee to execute Amendment No. 1; and providing an effective date. [MOVED TO REPORTS AS E-2(d)]**

(Appointments)

14. **Confirming the appointment of Ms. April Harvey to the Citizen Advisory Committee for the South St. Petersburg Community Redevelopment Area.**

(Miscellaneous)

15. **Approving the minutes of the April 6, April 13, and April 20, 2017 City Council meetings.**

16. **Approving a contract with the Pinellas County Supervisor of Elections for support services for the 2017 Primary Election.**

17. **A resolution calling for a non-partisan primary election for the nomination of candidates for Mayor and Council Members for Districts 2, 4, 6, and 8.**

18. **A resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $37,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.**

19. **A resolution authorizing the Mayor or his designee to enter into a Federally Funded Subaward and Grant Agreement (“Grant”) with the Florida Division of Emergency**
Management (“Division”) for flood mitigation of two homes with a maximum cumulative reimbursement amount of $411,997.38; and to execute all other documents necessary to effectuate the grants, including but not limited to the City’s agreement with the division and the City’s agreements with the homeowners.
Note: An abbreviated listing of upcoming City Council meetings.

**Budget, Finance & Taxation Committee**  
*Thursday, May 25, 2017, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, May 25, 2017, 9:15 a.m., Room 100*

**CRA / Agenda Review**  
*Thursday, May 25, 2017, 11:00 a.m., Room 100*

**Combined Housing Services / Energy, Natural Resources & Sustainability Committee**  
*Thursday, May 25, 2017, 1:00 p.m., Room 100*

**Committee of the Whole: Water Resources CIP and Operating Budget**  
*Thursday, May 25, 2017, 2:00 p.m., Room 100*

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

**Public Services & Infrastructure Committee**  
*Thursday, June 8, 2017, 9:15 a.m., Room 100*

**Housing Services Committee**  
*Thursday, June 8, 2017, 10:30 a.m., Room 100*

**CRA / Agenda Review**  
*Thursday, June 8, 2017, 1:00 p.m., Room 100*

**Committee of the Whole: Penny for Pinellas**  
*Thursday, June 8, 2017, 1:30 p.m., Room 10*

**City Council Meeting**  
*Thursday, June 8, 2017, 3:00 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.
ORDINANCE NO.____

AN ORDINANCE AMENDING AND ADDING EXEMPTIONS TO THE CITY’S PROCUREMENT CODE; ADDING AND REVISING DEFINITIONS; INCLUDING JOB ORDER CONTRACT PROCEDURES AND AN OWNER DIRECT PURCHASE POLICY UNDER THE PROCUREMENT DEPARTMENT DUTIES AND RESPONSIBILITIES; PROVIDING THAT PURCHASES AND CONTRACTS FOR SUPPLIES AND CERTAIN SERVICES FOR MORE THAN $100,000 SHALL REQUIRE CITY COUNCIL APPROVAL AND THAT PURCHASES AND CONTRACTS FOR PROFESSIONAL AND CONSULTING SERVICES AND CONSTRUCTION FOR MORE THAN $50,000 SHALL REQUIRE CITY COUNCIL APPROVAL; AMENDING THE CRITERIA AND PROCEDURES FOR BID ACCEPTANCE AND BID EVALUATION; PROVIDING FOR AN ADJUSTMENT TO THE BID PRICE IF BIDS FOR CONSTRUCTION EXCEED AVAILABLE FUNDS; INCLUDING JOB ORDER CONTRACT TO CONSTRUCTION DELIVERY METHODS; AUTHORIZING PROCUREMENT THROUGH ELECTRONIC MEANS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Sections 2-239(g), (u) and (v) of the St. Petersburg City Code are hereby amended to read as follows:

(g) Any animals, including fish, birds, horses and Police canines;

(u) Supplies and services with respect to the use, management or operation of the Mahaffey Theater;

(v) Supplies and services with respect to the construction of tenant improvements and/or the use, management or operation of the area known as the pier district; any municipal pier; and

SECTION 2. The St. Petersburg City Code is hereby amended by renumbering the current Section 2-239(w) to be Section 2-239(x) and adding a new Section 2-239(w) to read as follows:

(w) Specialized Police Equipment; and

SECTION 3. The following definitions are added to Section 2-240 of the St. Petersburg City Code to read as follows:

Job order contract means a firm-fixed price indefinite delivery, indefinite quantity contract for the minor construction, repair, rehabilitation or alteration of a public improvement.
Life-cycle costing means an economic analysis to determine the lowest cost of ownership of a fixed asset (including purchase price, installation, operation, maintenance, disposal, and other costs) during the asset's economic life.

Specialized police equipment means specialized criminal investigation and enforcement equipment utilized by the police department whereby the publication of detailed specifications could impede a criminal investigation or have a detrimental effect on officer safety.

SECTION 4. The definition of Professional services in Section 2-240 of the St. Petersburg City Code is hereby amended to read as follows:

Professional services means brokerage and financial investing, accounting, auditing, claim review, health services and medical exams, retirement plan service providers, and those professional services defined in F.S. § 287.055 (which include architect, engineering, landscape architecture, and registered surveying).

SECTION 5. Section 2-241(b) of the St. Petersburg City Code is hereby amended to read as follows:

(b) Consistent with this division, and subject to the approval of the Mayor, the POD shall have the responsibility to prepare administrative policies and operating procedures necessary to govern the procurement, management, control and disposal of all supplies, services and construction to be procured by the City. Such administrative policies and operating procedures shall be in writing and at a minimum, include the following: small purchase procedures; disposal of surplus supplies; sole source procedures; job order contract procedures; an owner direct purchase policy; cost principals; tie bids; a list defining minor irregularities and examples thereof; specifications; protest and dispute procedures; contract management; debarment and suspension; Request for Qualifications process; and Request for Information process.

SECTION 6. Section 2-242 of the St. Petersburg City Code is hereby amended to read as follows:

(a) Except as otherwise provided by this division, the Mayor shall have the authority to purchase and approve contracts for supplies, and services, excluding professional services and consulting services, and—construction for $5100,000.00 or less. Purchases and contracts for supplies, and services, excluding professional services and consulting services, and—construction for more than $5100,000.00 shall require City Council approval.

(b) Except as otherwise provided by this division, the Mayor shall have the authority to purchase and approve contracts for professional services (including task orders), consulting services and construction (including work orders pursuant to a job order contract) for $50,000.00 or less. Purchases and contracts for professional services (including task orders), consulting services and construction (including work orders pursuant to a job order contract) for more than $50,000.00 shall require City Council approval.
SECTION 7. Sections 2-244 (e) of the St. Petersburg City Code is hereby amended to read as follows:

(e) Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this section. Bids shall be evaluated based on the requirements and evaluation criteria set forth in the invitation for bids. Requirements and evaluation criteria may include criteria to determine acceptability, such as inspection, testing, quality, life cycle costing, workmanship, delivery, and suitability for a particular purpose. Any criteria that will affect the bid price (e.g., discounts, transportation costs, life cycle costing) shall be included on the pricing page set forth in the invitation for bids and shall be objectively measured.

SECTION 8. The St. Petersburg City Code is hereby amended by renumbering the current Sections 2-244 (i), (j) and (k) to Sections 2-244 (j), (k) and (l) and adding a new Section 2-244 (i) to read as follows:

(i) Bids for construction exceeding available funds. In the event that bids for any construction are solicited and the bids received exceed the available funds by no more than ten percent (10%), the POD, when determined by the POD to be in the best interest of the City, is authorized to negotiate an adjustment of the bid price (including changes to the scope of work) with the lowest responsible and responsive bidder in order to bring the bid within the amount of available funds. If the contract requires City Council approval, the POD shall make a report and timely transmit the report and bids to City Council with a recommendation concerning acceptance or rejection thereof, and the City Council shall thereupon approve or disapprove the recommendation of the POD.

SECTION 9. The St. Petersburg City Code is hereby amended by adding a new Section 2-251(f) to read as follows:

(f) Job order contract. The POD shall award a job order contract in accordance with the job order contract procedures authorized by this division by using one of the following processes:

1. The competitive sealed bidding process set forth in this division;

2. The competitive sealed proposals/competitive negotiations process set forth in this division; or

3. The request for qualifications process set forth in this division.

SECTION 10. The St. Petersburg City Code is hereby amended by adding a new Section 2-261, Electronic Commerce, to read as follows:

Sec. 2-261. - Electronic commerce.

(a) Authorization for the Use of Electronic Transactions. Subject to all applicable laws, the procurement of supplies, services and construction required pursuant to this
division may be conducted by electronic means or in electronic form. The POD may develop procedures regarding identification, security, the utilization of digital and electronic signatures and conversion of electronic forms and information into a medium which permits inspection and copying.

(b) **Electronic Posting.** The City may electronically transmit solicitations, determinations and other matters related to the procurement of supplies, services and construction required pursuant to this division on the Internet.

SECTION 11. 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 12. 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 13. 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)
VS 321851
First Reading May 18, 2017
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution accepting a partial guaranteed maximum price ("GMP") proposal in the amount of $17,579,847 for Skanska USA Building, Inc. ("Skanska") to construct the marine structural work related to The New St. Petersburg Pier Project; authorizing the Mayor or his designee to execute a second amendment to the Construction Manager at Risk Agreement with a guaranteed maximum price between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended ("Contract"), to incorporate the partial GMP proposal for the marine structural work into the Contract, add additional insurance requirements and modify other necessary provisions; rescinding unencumbered appropriations in the Neighborhood & Citywide Infrastructure Fund (3027) in the amount of $386,000 from the Seawall renovation/replace 14 project (14121) and in the amount of $314,000 from the seawall renovation Replacement FY 15 (14642); approving a transfer of $700,000 from the unappropriated balance of the Neighborhood & Citywide Infrastructure Fund (3027) to the General Capital Improvement Fund (3001); authorizing a supplemental appropriation in the amount of $700,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Visioning Project/The New St. Petersburg Pier Project (Engineering & CID Project No. 09227-019; Oracle Project No. 11988); and providing an effective date.

EXPLANATION: On July 9, 2015, City Council approved a Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("CMAR Agreement") with Skanska for preconstruction and construction phase services for the new St. Petersburg Pier. Preconstruction Phase services were authorized in an amount not to exceed $490,000. On March 2, 2017, City Council approved a First Amendment to the CMAR Agreement for additional preconstruction services in an amount not to exceed $381,200 for fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates for a revised total Preconstruction Phase services fee of $871,200. Preconstruction Phase services completed to date include cost estimating services through 100% completion of Construction Documents (marine structural work portion) and 50% completion of Construction Documents (balance of pier documents), constructability reviews, value engineering services during development of design documents, project scheduling and procurement coordination.

The services completed also includes the development of a Partial GMP Proposal for the marine structural work necessary to construct the over water pier platform. This includes partial site demolition, construction of new seawalls, installation of 425 new 24" x 24" square precast concrete piles, construction of the structural concrete deck and in deck sleeves and empty conduit raceways, which will support the pier facilities such as the coastal thicket, the education building, the pier head building, the lawn bowl, the fishing deck and other over water amenities. As indicated above, Skanska has been authorized to procure and fabricate the test piles and templates in order to avoid delays in the marine construction. Upon acceptance of the Partial GMP Proposal for the marine structural work and approval of a Second Amendment to incorporate the Partial GMP in the CMAR Agreement by City Council, a notice to proceed for construction phase activities under the CMAR Agreement will be issued and the previously procured test piles and templates will be delivered to the site and the installation of the test piles will commence.

The Partial GMP Proposal for the marine structural work is based on the following i) the marine structural contract drawings and project specifications as prepared by Associated Space Design, Inc. (ASD); ii) a listing of clarifications, qualifications and assumptions made by Skanska in
preparation of the Partial GMP Proposal which further define the scope of the site work; and iii) the anticipated schedule for the site work. Construction activities are anticipated to commence in mid June 2017 with the start of test piles.

At the completion of the 100% Design Development phase, Skanska solicited competitive proposals for the marine structural work and received five (5) proposals. Infrastructure and Industrial Constructors Southeast, Inc. (ICON), was determined to be the most qualified, competitive and responsive bidder. ICON was then engaged by Skanska to provide preconstruction design-assist and marine estimating services. Upon completion of the 100% Construction Documents for the marine structural portion and 50% complete Construction Documents for the balance of the work, ICON delivered a final bid price of $13,045,900. This includes the delivery and installation of the 20 previously fabricated test piles, construction of the sheet pile seawall and tie-backs, fabrication, delivery and installation of the 405 permanent production piles and forming and pouring the 15" cast-in-place concrete deck, beams and walls over water. The balance of the subcontracted work for the marine structural scope includes site survey and layout, site mobilization, construction of a landside retaining wall, and the installation of plumbing, HVAC and electrical sleeves and raceways in the concrete deck at a cost of $854,977. The subtotal cost for all of the subcontracted work in the Partial GMP Proposal for the marine structural work is $13,900,877.

In the Neighborhood and Citywide Infrastructure Capital Improvement Fund (Fund 3027) the City includes funding for the renovation and replacement of seawalls city-wide. This included the scheduled replacement of the seawall surrounding the Municipal Pier approach at the south side of Spa Beach, beneath the Municipal Pier bridge and along the east side of the Pelican parking lot. Funds from the Seawall Renovation/Replacement FY14 and FY15 in the amount of $700,000 was identified for replacement of the seawall associated with the Pier and set aside to be coordinated with the design and construction of the new Pier. This work was not advanced until a decision was made on the pier replacement and the impact of the new design could be coordinated with the replacement of the seawall. A new seawall has been designed as part of the new pier marine work and is included in the Partial GMP Proposal for marine structural work. The funds required to construct the new seawall are requested to be transferred to the Pier project fund so that this work can be coordinated and constructed by the Construction Manager.

In addition to the cost of the subcontracted site work, the Partial GMP Proposal for the marine work will include pro-rated reimbursement for the Builder’s Risk Insurance, Performance and Payment bonds and insurance for the marine structural work, General Conditions, Contractor’s Contingency and the Contractor’s overhead and fee. An Owner’s Contingency for Unforeseen Conditions is also included.

The Partial GMP Proposal for the marine structural work is as follows:

<table>
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<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Subcontractor Cost of the Work Marine Structure</td>
<td>$ 13,900,877</td>
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<tr>
<td>General Conditions</td>
<td>$ 1,470,743</td>
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<tr>
<td>Bonds and Insurance</td>
<td>$ 880,163</td>
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<td>Construction Manager’s Contingency</td>
<td>$ 500,000</td>
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<td>Construction Manager’s Fee</td>
<td>$ 578,064</td>
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<td>Subtotal Partial GMP Proposal for Marine Structural</td>
<td>$ 17,328,847</td>
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<tr>
<td>Owner’s Contingency for Unforeseen Conditions</td>
<td>$ 250,000</td>
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<tr>
<td>Total Partial GMP Proposal for Marine Structural Work</td>
<td>$ 17,579,847</td>
</tr>
</tbody>
</table>
The Partial GMP Proposal for the marine structural work is within the budget for the overall project GMP estimate. The balance of the work for the above the deck improvements such as the Pier head building, the education building, the lawn bowl, the coastal thicket, the Spa Beach improvements, the breakwater, the tilted lawn, the splash pad, the Pier Plaza and all other supporting utilities and services will be included in a subsequent Partial GMP Amendment. The two GMP Amendments will be combined so that there is a single Guaranteed Maximum Price and only one required Substantial Completion Date and one required Final Completion Date.

Upon execution of the Second Amendment to incorporate the Partial GMP for the marine structural work into the GMP Agreement, it is anticipated that Skanska will mobilize on site by June 15, 2017, with the intent to commence work shortly thereafter. The duration for the marine structural work is ten (10) months.

Recommendation: Administration recommends City Council approve the attached resolution accepting a partial guaranteed maximum price ("GMP") proposal in the amount of $17,579,847 for Skanska USA Building, Inc. ("Skanska") to construct the marine structural work related to The New St. Petersburg Pier Project; authorizing the Mayor or his designee to execute a second amendment to the Construction Manager at Risk Agreement with a guaranteed maximum price between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended ("Contract"), to incorporate the partial GMP proposal for the marine structural work into the Contract, add additional insurance requirements and modify other necessary provisions; rescinding unencumbered appropriations in the Neighborhood & Citywide Infrastructure Fund (3027) in the amount of $386,000 from the Seawall renovation/replace 14 project (14121) and in the amount of $314,000 from the seawall renovation/Replacement FY 15 (14642); approving a transfer of $700,000 from the unappropriated balance of the Neighborhood & Citywide Infrastructure Fund (3027) to the General Capital Improvement Fund (3001); authorizing a supplemental appropriation in the amount of $700,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Pier Visioning Project/The New St. Petersburg Pier Project (Engineering & CID Project No. 09227-019; Oracle Project No. 11988); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding has been previously appropriated. Additional funds will be available after the rescissions totaling $700,000 from the following projects in the in the Neighborhood & Citywide Infrastructure Fund (3027): $386,000 from the Seawall Renovation/ Replace 14 Project (14121) and $314,000 from the Seawall Renovation/Replacement FY15 (14642); approving a transfer in the amount of $700,000 from the Neighborhood & Citywide Infrastructure Fund (3027) to the General Capital Improvement Fund (3001) resulting from the above rescissions; and approving a supplemental appropriation in the amount of $700,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the Pier Visioning Project/The New St. Petersburg Pier Project (Engineering & CID Project No. 09227-019; Oracle Project No. 11988).

ATTACHMENTS: Resolution, Partial GMP Proposal

APPROVALS: 

[rq]

for Claude Tankersley

[Administrative Budget]
RESOLUTION NO. 2017-__

A RESOLUTION ACCEPTING A PARTIAL GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL IN THE AMOUNT OF $17,579,847 FOR SKANSA USA BUILDING, INC. ("SKANSA") TO CONSTRUCT THE MARINE STRUCTURAL WORK RELATED TO THE NEW ST. PETERSBURG PIER PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SECOND AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSA DATED JULY 13, 2015, AS AMENDED ("CONTRACT"), TO INCORPORATE THE PARTIAL GMP PROPOSAL FOR THE MARINE STRUCTURAL WORK INTO THE CONTRACT, ADD ADDITIONAL INSURANCE REQUIREMENTS AND MODIFY OTHER NECESSARY PROVISIONS; RESCINDING UNENCUMBERED APPROPRIATIONS IN THE NEIGHBORHOOD & CITYWIDE INFRASTRUCTURE FUND (3027) IN THE AMOUNT OF $386,600 FROM THE SEAWALL RENOVATION/ REPLACE 14 PROJECT (14121) AND IN THE AMOUNT OF $314,000 FROM THE SEAWALL RENOVATION/ REPLACEMENT FY 15 (14642); APPROVING A TRANSFER OF $700,000 FROM THE UNAPPROPRIATED BALANCE OF THE NEIGHBORHOOD & CITYWIDE INFRASTRUCTURE FUND (3027) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $700,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER, TO THE PIER VISIONING PROJECT/THE NEW ST. PETERSBURG PIER PROJECT (ENGINEERING & CID PROJECT NO. 09227-019; ORACLE PROJECT NO. 11988); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Skanska USA Building, Inc. ("Skanska") entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("Contract") on July 13, 2015 for Skanska to provide preconstruction and construction phase services for the new Pier; and

WHEREAS, following execution of the Contract, the City authorized Skanska to provide the preconstruction phase services in an amount not to exceed $490,000; and

WHEREAS, on March 24, 2017, the City and Skanska executed a First Amendment to the Contract for Skanska to provide additional preconstruction services which includes fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates in an amount not to exceed $381,200 (for the total preconstruction phase costs not to exceed $871,200); and

WHEREAS, preconstruction phase services completed by Skanska to date include cost estimating services through 100% completion of Construction Documents (marine structural work portion) and 50%
WHEREAS, in accordance with the Contract requirements, Skanska has submitted a Partial GMP Proposal for the marine structural work necessary to construct the over water pier platform to the City for review and acceptance; and

WHEREAS, the City desires to amend the Contract with Skanska to incorporate the Partial GMP Proposal for the marine structural work necessary to construct the over water pier platform into the Contract and add additional insurance requirements.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a Partial GMP Proposal in the amount of $17,574,417 for Skanska USA Building, Inc. ("Skanska") to construct the marine structural work related to the New St. Petersburg Pier Project is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute a Second Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended (“Contract”), to incorporate the Partial GMP Proposal for the marine structural work into the Contract, add additional insurance requirements and modify other necessary provisions.

BE IT FURTHER RESOLVED that the appropriation in the amount of $386,000 in the Neighborhood & Citywide Infrastructure Fund (3027) from the Seawall Renovation/ Replace 14 Project (14121) is hereby rescinded.

BE IT FURTHER RESOLVED that the appropriation in the amount of $314,000 in the Neighborhood & Citywide Infrastructure Fund (3027) from Seawall Renovation/ Replacement FY 15 (14642) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY17:

Neighborhood & Citywide Infrastructure Fund (3027)
Transfer to: General Capital Improvement Fund (3001) $700,000

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, the following supplemental appropriation for FY17:

General Capital Improvement Fund (3001)
Pier Visioning Project/The New St. Petersburg Pier Project
(Engineering & CID Project No. 09227-019; Oracle Project No. 11988) $700,000
This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)

Approved by:

[Signature]
Brejesh Prayman, P.E., ENV SP
Engineering and Capital Improvements Director
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City of St. Petersburg
The New St. Petersburg Pier

Partial Guaranteed Maximum Price Proposal
Marine Structural Scope of Work
May 25, 2017

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Section 4 - General Qualifications and Clarifications

Section 5 - Allowances

Section 6 - Alternates

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Section 8 - Site Logistics Plan

Section 9 - Document Log

Section 10 - Supplemental Information
Skanska USA Building Inc. is pleased to submit this first Partial Guaranteed Maximum Price proposal ("Partial Guaranteed Maximum Price") for the New St. Petersburg Pier Marine Structural scope of work.

Partial Guaranteed Maximum Price includes only the sheet pile seawall, precast concrete piles, and cast-in-place structural concrete deck over water, portions of the retaining wall & foundation and coastal thicket walls over water.

Skanska proposes to perform this work for $17,579,847.

Partial Guaranteed Maximum Price is based upon documents prepared by ASD/SKY, Rogers Partners and their respective consultants as such documents are identified in Section 9 – Document Log.

The lump sum General Conditions Costs (as more fully defined and set forth in Section 4- General Clarifications) included in this Partial Guaranteed Maximum Price will enable Skanska to begin and complete the entire Partial Guaranteed Maximum Price scope of Work. Additional General Conditions Costs will be included as required for the second Guaranteed Maximum Price proposal (the "Final Guaranteed Maximum Price").

We recommend that the City of St. Petersburg perform a comprehensive review of Partial Guaranteed Maximum Price with the entire project team to verify that the parameters and criteria described herein reflect the scope and intent of the Project.

Initially capitalized terms used but not defined in this Partial Guaranteed Maximum Price shall have the meanings ascribed to such terms in the other Contract Documents.
### Estimate Summary

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<td>01C Pile Driving Criteria &amp; Concrete Testing - GMP One</td>
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<td>01D Temporary Construction - GMP One</td>
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<td>03B C.I.P. Concrete - GMP One</td>
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<td>21A Fire Protection Slewing in Concrete - GMP One</td>
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<td>26A Electrical Raceways in Concrete - GMP One</td>
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**GENERAL CONDITIONS**

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<td>Construction Management Fees</td>
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<td><strong>INSURANCES &amp; BOND</strong></td>
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**Owner's Contingency For Unforeseen Conditions**

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**Total Partial GMP Proposal for Marine Structural Work**

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<td><strong>$17,579,847</strong></td>
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</tr>
</tbody>
</table>
The clarifications also provide detailed information regarding items that may not be indicated in the Construction Documents but are included in Partial Guaranteed Maximum Price. The qualifications below provide clarity for the design elements that are not yet developed to the point where they can be clearly interpreted.

03A Marine Structural

1. The Marine Structural scope of work is limited to the concrete piles, Coastal Thicket walls, 12" deck, beams and elevated 15" structural deck, and the 30" thick deck at the pier head elevator. The following items are not included in the scope and will be provided in the Final Guaranteed Maximum Price provided at a later date:
   a. Cast-in-place concrete on land is not included. The retaining wall at the tilted lawn is included as indicated in the Tilted Lawn Plan Study in Section 10-Supplemental Information of this estimate deliverable. The retaining wall height is included up to the elevation of the sidewalk at the seawall cap. The remainder of the wall will be provided in the Final Guaranteed Maximum Price.
   b. Cast-in-place concrete on top of structural deck is not included in this Partial Guaranteed Maximum Price.

2. 425 ea. square piles at 24" x 24" have been included for a total of 31,456 linear feet of pile. This quantity includes 20 test piles. Test piles will be incorporated in the project as permanent piles. The pile indicated for the boardwalk bridge alternate is not included in Partial Guaranteed Maximum Price Proposal as the alternate for the boardwalk bridge will be included in the Final Guaranteed Maximum Price Proposal.

3. We have included the handling, installing and splicing, as necessary, of 20 piles at the 100' - 130' length range as indicated in the documents included in in Section 9-Document Log. Splicing of more than 20 piles will be considered a changed condition. Splicing of piles is at Skanska's option.

4. Partial Guaranteed Maximum Price assumes that Skanska will have the ability to rotate piles so all piles are rotated the same direction.

5. Partial Guaranteed Maximum Price assumes that Skanska will have the ability to make minor location shifts of pile to best accommodate pile driving and forming efficiency.
6. Removal of any debris at the bay bottom is not included. Debris is defined to be anything that obstructs 24x24 inch pile that inhibits driving." Debris that is encountered that does not inhibit the Work will be left in place.

7. We have included the cost to provide signed and sealed submittals by an engineer registered in the State of Florida only for the following scopes of work:
   a. Pier Deck Formwork;
   b. Pier Deck Formwork inspection Prior to Placing Concrete for the purpose of validating the engineered form work drawings are in compliance;
   c. Concrete Mix Designs;
   d. Evaluation and Placing of Pump Truck and or crane on new structural concrete deck.

8. The sheet pile seawall is included based on sheets/sketches Sk.1 through Sk.4 included in Section 10-Supplemental Information. These sketches take precedence over the Tilted Lawn Plan, Section and Elevation Study sheets dated 2/28/2017.

9. The current seawall cap and deadman designs do not indicate reinforcing steel size or quantity. We have assumed a combined 125lbs/lnft of seawall for reinforcing steel for the seawall cap and deadman.

10. The depressed slab at the Lawn Bowl area is not included. The elevations at the top and bottom of slab will match the surrounding deck elevations. We have extended the cast-in-place bench seat, provided curb and added three cast-in-place stair risers to retain the geofoam/soil per the attached marked up sheet L-303 in Section 10-Supplemental Information.

11. A revised elevated walkway that connects the North and South walkway is included, as shown in the Revised Elevated Walkway sketch in Section 10 – Supplemental Information, reduces 5,262 sf of deck to 2410 sf and reduces the number of piles from 16 to 10. This reduction is reflected in the total quantity of 425 piles. The Railing and Lighting referenced in this sketch are not included but will be provided in the Final Guaranteed Maximum Price.

12. Fishing Pier Option B is included as indicated on Fishing Deck Stair Options 3-8-2017 shown in Section 10 – Supplemental Information.

13. The Partial Guaranteed Maximum Price scope of work is included as defined on the marked up Tilted Lawn Plan Study, Tilted Lawn Section Study and the Tilted Lawn Elevation Study dated 2/28/2017 and shown in Section 10 – Supplemental Information.
14. The coastal thicket design modifications are included based on Rogers Partners Sketches SK.1, SK.2, SK.3 & SK.4 provided in Section 10 - Supplemental Information.

15. The cost for piles included in this Partial Guaranteed Maximum Price is based on the pile lengths provided in the documents identified in Section 9-Document Log. If the actual installed pile length exceeds the applicable length set forth in the documents identified in Section 9-Document Log, Skanska shall be compensated for such increased length at the rate of $46.50 per linear foot. If the actual installed pile length is less than the applicable length set forth in the documents identified in Section 9-Document Log, the pile cost carried in the Partial Guaranteed Maximum Price shall be decreased at the rate of $46.50 per linear foot. The foregoing adjustments are applicable to pile length changes +/- 15% of the lengths identified on sheets S-07 and S-07A with a maximum pile length of 100'.

16. Pile splices added prior to pile casting will be charged at the unit cost of $6,000 per each. Up to ten unplanned pile splices after pile casting shall be provided at a rate of $5,000 plus $60 per linear foot of pile added. Unplanned pile splices over 10 ea. will be $7,500 plus $60 per linear foot. An additional two weeks would be required for unplanned pile splices.

A. Qualifications for in progress design documents:
   - Reference dwg's issued by John Curran on 5/4/17 e-mail as in progress - TT Pier Deck Structural Revisions 1.
   - Reference dwg's issued by John Curran on 5/2/17 e-mail "Pier Seawall and Tilted Lawn Retaining Wall" as in progress dwg's - CD Rev 1 progress set.
     a. An allowance approximately 770 LF of additional tie-rods is included for the seawall per drawings S-01.
     b. An allowance is included for added plate and anchors per detail 4/S-10-R on sheet S-10-R. Thornton Thomasetti approved galvanized material in lieu of the stainless steel as indicated. Therefore, the allowance is based on galvanized materials.
     c. Our proposal is based on Thornton Thomasetti committing to raising the tieback deadmen and wall cap bottoms to be above the water line.

03B Cast-in-place Concrete

1. Cast-in-place concrete included in Partial Guaranteed Maximum Price is as follows:
a. Three 24" x 24" x 4'-6" Cast-in-place Columns are included for a total of 4cuycds. Columns reinforcing is included at 250lbs/cuyd.

b. (3) Column Foundations 4'x4'x16" Deep is included. Column foundation reinforcing is included at 150lbs/cuyd.

c. The retaining wall is 12" thick x 4'-6" Tall x 307'-4" Long = 56cy

d. Concrete Compressive Strength for the columns, retaining wall and foundations are 4000 psi in 28 days.

e. 12" Cast-in-place Retaining Wall. The wall portion that is included will be placed up to the same elevation as the walkway between the retaining wall and the seawall. The remainder of the wall will be completed in the final Guaranteed Maximum Price. 250 lbs. per cuycd is included for the wall.

f. Retaining Wall Foundations include cast in place concrete 6' Wide x 3' Deep x Cont. 150lbs. per cuycd is included for the foundations.

g. Form liner premium at retaining wall is not included for Partial Guaranteed Maximum Price since the wall provided will be below grade.

h. 120 tons of 57 stone have been included below the retaining wall foundation for required compaction. Dewatering will be provided prior to excavation during foundation placing. This is required due to the wall foundation is below existing bay bottom.

2. All Concrete on deck or on grade other than listed above is not included in Partial Guaranteed Maximum Price and will be provided in the Final Guaranteed Maximum Price at a later date.

21A Fire Protection Wheeling in Concrete

1. Sleeves will be provided. Piping is not included in Partial Guaranteed Maximum Price.

22A Plumbing Sleeveing in Concrete

1. Sleeves will be provided. Piping is not included in Partial Guaranteed Maximum Price.

23A HVAC Raceways & Sleeveing in Concrete

1. Conduits for refrigerant lines and sleeves will be provided. Refrigerant lines are not included in this Partial Guaranteed Maximum Price.
26A Electrical & Low Voltage Raceways & Slewing in Concrete
   1. Conduits for power and low voltage lines and sleeves will be provided. Wire & Cable are not included in this Partial Guaranteed Maximum Price.

31A Sitework, Demolition & Removal
   1. Demolition includes cutting and capping of utilities as required for performing the marine structural Partial Guaranteed Maximum Price scope of work. Clearing of existing slabs and structures is limited to the scope of work required to perform the marine structural Partial Guaranteed Maximum Price.
   2. Removal of unsuitable sub surface materials at the proposed seawall and Tilted Lawn wall deep foundations is excluded.
   3. All sitework other than the excavation and backfill required for the seawall and retaining wall foundations is not included in this Partial Guaranteed Maximum Price and will be provided in the Final Guaranteed Maximum Price.

32A Landscape & Irrigation Slewing in Concrete
   1. Irrigation sleeves will be provided. Piping is not included and will be provided in the Final Guaranteed Maximum Price. Sleeves are based on attached landscape sheets L500 through L504 included in Section 10-Supplemental Information.
Section 4 - General Qualifications and Clarifications

City of St. Petersburg
The New St. Petersburg Pier
Partial Guaranteed Maximum Price Proposal
Marine Structural Scope of Work

General qualifications and clarifications listed below identify items that are not included within the base scope of this Project or otherwise clarify commercial and other terms upon which this Partial Guaranteed Maximum Price is based. The qualifications also clarify scope that will be provided by others:

1. The documents in Section 10 - Supplemental Information, take precedence over the documents in Section 9 - Document Log.

2. In preparing the Partial Guaranteed Maximum Price and the Project schedule, Skanska understands and assumes that the marine construction documents, sheets S-00 through S-16-R are 100% complete while associated MEP, Fire Protection, Conduit Raceway and Sleeving Drawings are 50% compete in order to locate sleeves and raceways in the structural deck only. The documents identified in Section 10 Supplemental Information are not fully designed, but are assumed to be fully coordinated. Furthermore, it is assumed that such documents are fully code compliant, will be accepted by the appropriate agencies and other applicable parties including the Owner's lenders and insurers, and are fit for the Owner's intended purpose.

3. Threshold inspection costs are not included.

4. Building and all other Project-related permit costs are not included.

5. Use of union labor/prevailing wage is not included.

6. Testing and inspection services are included in Section 5 - Allowances.

7. Delegated design is not included, except as expressly provided in Paragraph 7 of Section 3 - Bid Package Specific Assumptions and Clarifications.

8. Notwithstanding anything to the contrary elsewhere in the Contract Documents, the labor and other indirect scope items for which Skanska will be compensated on a lump sum basis are specified in Table 4-1 (the "General Conditions Costs"). Any scope item not expressly specified in Table 4-1 and that is otherwise a permissible Cost of the Work shall be reimbursed pursuant to the other provisions of the Contract Documents. The General Conditions Costs included in this Partial Guaranteed Maximum Price only cover the Work contemplated by Partial Guaranteed Maximum Price and additional lump sum General Conditions Costs will be added in Final Guaranteed Maximum Price.
9. Skanska shall furnish a Contractor Controlled Insurance Program ("CCIP") providing for the insurance coverages identified in Sections 9.1, 9.2 and 9.3 below. The cost of the CCIP is included in the Cost of the Work included in the Guaranteed Maximum Price calculation. The CCIP shall only cover on-site exposures and enrolled participants. Owner shall pay Skanska for CCIP premiums calculated as 2.58% of the Guaranteed Maximum Price,

   9.1 On-Site General Liability, including Products & Completed Operations coverage for ten (10) years;
   9.2 On-Site Workers Compensation and Employers Liability, including USL&H and Jones Act coverage;
   9.3 $100M in Excess Liability Limits

10. The Final Schedule and Substantial Completion Date will be finalized based on a mutually agreed to Partial Guaranteed Maximum Price for the balance of the work and a Notice to Proceed date. If the NTP is not issued by the date agreed to, the schedule will adjust accordingly.

11. The height of the piling crane & construction equipment is anticipated to reach an elevation 185 ft. above mean low high tide. Skanska has submitted the application for approval of the needed elevations for equipment, etc. during construction to the Federal Aviation Authority (FAA). This Partial GMP Proposal is based on the assumption that unconditional and timely approval for the use of equipment operating at this elevation shall be obtained. In the event use of equipment operating at the proposed elevation is not approved, and restrictions are mandated which result in additional costs, such restrictions shall be deemed a Change entitling Skanska to reimbursement for additional costs and an equitable adjustment in the Contract Time.

12. Partial Guaranteed Maximum Price is based on the assumption that (i) the Partial Guaranteed Maximum Price Amendment will be finalized and executed by the parties on or before June 8, 2017, (ii) the Notice to Proceed for Work on the Partial GMP will be issued on or before June 15, 2017. If not, Schedule will be shifted out to the date of the NTP issuance.

13. In lieu of bonding its Subcontractors, Skanska shall maintain subcontractor default insurance ("SDI") for the protection of the Skanska and the Owner against the default of Subcontractors. The cost of the SDI program will be included in the Cost of the Work included in the Guaranteed Maximum Price calculation. Owner shall pay Skanska for SDI premiums calculated as 1.42% of the Cost of the Work less General Conditions Costs for SDI.
14. The Partial-Guaranteed Maximum Price for the marine structural work and the Partial-Guaranteed Maximum Price for the balance of the work will be combined and collectively known as the Guaranteed Maximum Price so that there is a single Guaranteed Maximum Price and only one required Substantial Completion Date and one required Final Completion Date. Any overruns or savings in the Partial Guaranteed Maximum Price for the marine structural work can apply to the combined Guaranteed Maximum Price.

15. Buyout savings, if any realized through the procurement process are to revert back to project contingency per Section 2.2.4.1 of the Agreement.

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<td>registration &amp; License</td>
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<td>Office Security</td>
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<td>Water / Coffee Service</td>
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<td>Temporary utilities hookup at trailer / consumption</td>
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<td>Telephone system &amp; monthly phone cost</td>
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<td>Internet service / monthly cost</td>
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<td>Prolog/Software/License Fees</td>
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<td>ProCor/Software/License Fees</td>
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<tr>
<td>Check Processing Fees</td>
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<td>Safety Signage &amp; Maintenance</td>
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<td>PPE Safety Equipment (staff) for contractor's personnel only</td>
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<td>Small tools, excluding any such tools provided by subcontractors</td>
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<td>Vehicle Fuel</td>
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Section 5 – Allowances

City of St. Petersburg
The New St. Petersburg Pier
Partial Guaranteed Maximum Price Proposal
Marine Structural Scope of Work
May 17, 2017

In order to provide Partial Guaranteed Maximum Price per Owner’s requested delivery date, a number of cost allowances had to be established. These allowances are intended to provide for all direct construction costs associated with each of these items. Indirect costs are not included in allowances.

1. Concrete Sampling, Testing and Breaks for Marine Structural Deck $25,000
2. Additional 770 lf of additional tie rod length $15,000
3. Added galvanized plate and anchors at detail 4/5-10-R sheet S-10-R $10,000
No alternates included in the Partial-Guaranteed Maximum Proposal scope of work.
Section 7 – Project Schedule
City of St. Petersburg
The New St. Petersburg Pier
Partial Guaranteed Maximum Price Proposal
Marine Structural Scope of Work
May 17, 2017

Please refer to the subsequent attachments.
## The New St. Petersburg Pier CURRENT

### Master Schedule - GMP #1

**Run Date:** 07-May-17

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**Legend:**
- **Shaded Area:** Actual Work
- **Thick Line:** Key Milestone Dates
- **Intersecting Lines:** Cross-Discipline Work
- **Intersecting Lines with Filled Circles:** Critical Path Dates

---

**Note:**
- 50% Construction Documents Complete
- SWIM & GMP Permit
- Army Corps of Engineers Permit
- Notice To Proceed (Permit)
- Start Mobilization
- Start Test Piles
- Start Production Plans

---

**Page 1 of 2**

**SKANSKA**
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<th>Activity ID</th>
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The New St. Petersburg Pier_CURRENT

Master Schedule - GMP #1

Run Date: 07-May-17
Section 8 — Site Logistics Plan

City of St. Petersburg
The New St. Petersburg Pier
Partial Guaranteed Maximum Price Proposal
Marine Structural Scope of Work
May 17, 2023

Please refer to the subsequent attachments.
Phase One A Pier Perimeter Fencing And Gates

- 4 - 7.5' Long 8' Tall Gates With Privacy Screen
- 6' Tall Fence With Privacy Screen (Yellow Line)
- 2 - 12' Long 8' Tall Gates
- 6' Tall Fence With Privacy Screen (Turquoise Line)
- 6' Tall Fence (Orange Line)

© 2016 Google
Phase One B Pier Perimeter Fencing And Gates

- 6' Tall Fence With Privacy Screen (Blue Line)
- 7.5' Long 8' Tall Gates With Privacy Screen
- 8' Tall Fence With Privacy Screen (Turquoise Line)

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### Section 9 – Document Log

**City of St. Petersburg**  
The New St. Petersburg Pier  
Partial Guaranteed Maximum Price Proposal  
Marine Structural Scope of Work  
May 12, 2016

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<thead>
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<th>Drawing Number and Description</th>
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City of St. Petersburg
The New St. Petersburg Pier
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<td>Portable Fire Extinguishers</td>
<td>12/21/2016</td>
</tr>
<tr>
<td>8.7</td>
<td>Food Service Operations</td>
<td>12/21/2016</td>
</tr>
<tr>
<td>APPENDIX A - FLOOD CATEGORY ANALYSIS (6 pages)</td>
<td>12/21/2016</td>
<td></td>
</tr>
<tr>
<td>Section 035300 - Concrete Topping</td>
<td>12/2016</td>
<td></td>
</tr>
<tr>
<td>Section 210517 - Sleeves and Sleeve Seals for Fire Suppressions Piping</td>
<td>12/2016</td>
<td></td>
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<tr>
<td>Section 220517 - Sleeves and Sleeve Seals for Plumbing Piping</td>
<td>12/2016</td>
<td></td>
</tr>
<tr>
<td>Section 230529 - Hangers and Supports for HVAC Piping and Equipment</td>
<td>12/2016</td>
<td></td>
</tr>
<tr>
<td>Section 260533 - Raceways and Boxes for Electrical Systems</td>
<td>12/2016</td>
<td></td>
</tr>
<tr>
<td>Section 260543 - Underground Ducts and Raceways for Electrical Systems</td>
<td>12/2016</td>
<td></td>
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<tr>
<td>Section 270528 - Raceways for Technology</td>
<td>12/2016</td>
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</tr>
<tr>
<td>Section 316455 - Structures Foundations - Pier</td>
<td>12/2016</td>
<td></td>
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<tr>
<td>Section 321313 - Cast-in-place Concrete Paving</td>
<td>12/2016</td>
<td></td>
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<tr>
<td>Section 321313.13 - Exposed Aggregate Concrete Paving</td>
<td>12/2016</td>
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<tr>
<td>Section 357346 - Portland Cement Concrete</td>
<td>12/2016</td>
<td></td>
</tr>
<tr>
<td>Section 357400 - Concrete Structures - Pier Deck</td>
<td>12/2016</td>
<td></td>
</tr>
<tr>
<td>Section 357450 - Precast Prestressed Concrete Construction</td>
<td>12/2016</td>
<td></td>
</tr>
<tr>
<td>Section 357461 - Multirotational Bearings</td>
<td>12/2016</td>
<td></td>
</tr>
<tr>
<td>Section 357560 - Coating New Structural Steel</td>
<td>12/2016</td>
<td></td>
</tr>
</tbody>
</table>
Please refer to Appendix A which includes the following:

B. Test Pile Submittal Package - Submittal 31.64.55_001_000
C. Test Pile Concrete Mix Design PE Letter – Submittal 31.64.55_001A_000
D. Revised Elevated Walkway
E. Borings 5-20-16
   - A-4 Boring Location Plan
   - A-6 Soil Boring Profiles
   - A-7 Soil Boring Profiles
   - A-8 Soil Boring Profiles
   - A-9 Soil Boring Profiles
   - A-10 Soil Boring Profiles
   - A-11 Soil Boring Profiles
   - A-12 Soil Boring Profiles
   - Boring Log No. TL-1 (3 pages)
F. PCE 68 Sketch – Eliminated Dropped Slab at Lawn bowl
G. Fishing Deck Stair 03-08-2017 (2 pages)
H. Irrigation Plans
   - L-500 Overall Irrigation Plan
   - L-501 Irrigation Plan
   - L-502 Coastal Thicket Irrigation Plan
   - L-503 Irrigation Plan
   - L-504 Irrigation Details
I. Sea Wall Sketches
   - SK.1 Clarifications Plan
   - SK.2 Clarifications Sections
   - SK.3 Clarifications Sections
   - SK.4 Clarifications Sections
Section 10 – Supplemental Information

City of St. Petersburg
The New St. Petersburg Pier
Partial Guaranteed Maximum Price Proposal
Marine Structural Scope of Work
May 17, 2017

J. Tilted Lawn Value Engineering Study (4 pages)

K. Wave Study (22 pages)

L. Geotechnical Report

M. George F. Young Record Survey (2 Pages)

N. Reference dwg's issued by John Curran on 5/4/17 e-mail as in progress - TT Pier Deck Structural Revisions 1.

O. Reference dwg's issued by John Curran on 5/2/17 e-mail: "Pier Seawall and Tilted Lawn Retaining Wall" as in progress dwg's - CD. Rev 1 progress set.
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Awarding a three-year blanket purchase agreement to Synagro South, LLC for biosolids removal and disposal services for the Water Resources Department, at a total contract amount of $3,189,750.

Explanation: The Procurement Department received five bids for biosolids removal and disposal services.

The vendor will provide hauling and disposal of Class AA dewatered biosolids produced at the City’s Southwest Water Reclamation Facility, and Class B dewatered biosolids produced at the City’s Northwest and Northeast Water Reclamation facilities. The vendor provides tractor trailers and drivers to transport the material to approved disposal sites in Osceola and Polk Counties. The estimated load size per vehicle is 27 tons. The contract allows for a quarterly fuel cost adjustment to 10 percent of total load unit price, based on the U.S. Retail On-Highway Diesel Fuel Prices per gallon, per the U.S. Department of Energy.

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

Synagro South, LLC (Baltimore, MD) ........................................................................................................... $3,189,750
(3 yrs. @ $1,063.250 per year)

Synagro South, LLC, the lowest and responsible and responsive bidder, has met the requirements of IFB No. 6403, dated February 23, 2017. The company is headquartered in Baltimore, MD, and has been in business since 1986. The City’s contract will be serviced from the firm’s St. Petersburg office.

The vendor has satisfactorily provided similar services for the City of Tampa, Miami-Dade County and Indian River County.

This agreement will be effective from the date of award through June 30, 2020. A blanket purchase agreement will be issued and will be binding only for actual quantities ordered.

Cost/Funding/Assessment Information: Funds have been previously appropriated from Water Resources Fund (4001).

Attachments: Bid Tabulation (2 pages)
Price History (2 pages)
Resolution

Approvals:

[Administrative]

[Budget]
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit Price ($)</th>
<th>Extended Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Removal and Disposal of Dewatered Biosolids, Class AA SW Plant per Scope of Services</td>
<td>$448.00</td>
<td>$604,800.00</td>
</tr>
<tr>
<td>2</td>
<td>Removal and Disposal of Dewatered Biosolids, Class B - NE &amp; NW Plants per Scope of Services</td>
<td>$437.50</td>
<td>$513,750.00</td>
</tr>
<tr>
<td>2a</td>
<td>Additional Charge, Class B to incorporate Dewatered Biosolids - NE &amp; NW Plants per Scope of Services</td>
<td>$963.75</td>
<td>$963.75</td>
</tr>
<tr>
<td>3</td>
<td>Removal and Disposal of WAS, SW Plant per Scope of Services</td>
<td>$1,800.00</td>
<td>$2,160,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Alternate Options for Disposal to Landfill WAS, Class B Alternative Options</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>12</td>
<td>Alternate Options for Disposal to BTF or BMF Class AA</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
</tr>
</tbody>
</table>
## Bid Tabulation

**City of St. Petersburg**

**Procurement and Materials Management**

### H&H Liquid Sludge Disposal, Inc.
- **Branford, FL**
- ** Terms: 2%/10, Net 30**
- **Delivery: 7 Days/Week, 6AM-6PM**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty. (# loads)</th>
<th>UOM</th>
<th>Unit Price ($)</th>
<th>Extended Price ($</th>
<th>% of Unit Price for Fuel Cost (Per Part A Scope of Services Section 15)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Removal and Disposal of Dewatered Biosolids, Class AA SW Plant per Scope of Services</td>
<td>1330 TRUCK LOAD</td>
<td>TRUCK LOAD</td>
<td>$645.00</td>
<td>$870,750.00</td>
<td>15%</td>
</tr>
<tr>
<td>2</td>
<td>Removal and Disposal of Dewatered Biosolids, Class B - NE &amp; NW Plants per Scope of Services</td>
<td>680 TRUCK LOAD</td>
<td>TRUCK LOAD</td>
<td>725.00</td>
<td>493,000.00</td>
<td>15%</td>
</tr>
<tr>
<td>2a</td>
<td>Additional Charge, Class B to incorporate Dewatered Biosolids - NE &amp; NW Plants per Scope of Services</td>
<td>1 TRUCK LOAD</td>
<td>TRUCK LOAD</td>
<td>25.00</td>
<td>25.00</td>
<td>10%</td>
</tr>
<tr>
<td>3</td>
<td>Removal and Disposal of WAS, SW Plant per Scope of Services</td>
<td>1220 TRUCK LOAD</td>
<td>TRUCK LOAD</td>
<td>1,950.00</td>
<td>2,379,000.00</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>SubTotal:</td>
<td></td>
<td></td>
<td>$3,742,775.00</td>
<td>$54,855.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2%/10, Net 30 Discount:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total:</td>
<td></td>
<td></td>
<td>$3,667,919.50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Merrell Bros., Inc.
- **Kokomo, IN**
- ** Terms: Net 30**
- **Delivery: Mon-Fri, 6AM-6PM**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty. (# loads)</th>
<th>UOM</th>
<th>Unit Price ($)</th>
<th>Extended Price ($</th>
<th>% of Unit Price for Fuel Cost (Per Part A Scope of Services Section 15)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Alternate Options for Disposal to Landfill WAS, Class B Alternate Options</td>
<td>1 TRUCK LOAD</td>
<td>TRUCK LOAD</td>
<td>$1,950.00</td>
<td>$1,950.00</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>Alternate Options for Disposal to BTF or BMF Class AA</td>
<td>1 TRUCK LOAD</td>
<td>TRUCK LOAD</td>
<td>$950.00</td>
<td>$950.00</td>
<td>0%</td>
</tr>
</tbody>
</table>
A cost adjustment for diesel fuel costs shall be allowed after the initial three months of the Agreement and every three months thereafter. The original baseline price to be used for fuel price adjustments shall be as posted on December 10, 2012 at $3.923/gal. No more than one adjustment shall be allowed for any three month period. The city will issue a written change notice confirming any increase approved. The city will issue a written change notice confirming any decreases in pricing.

Increases or decreases in fuel cost adjustments shall be calculated based on the current U.S. Retail On-Highway Diesel Fuel Prices per gallon per the US Department of Energy (DOE) from the current baseline price. The percentage of increase or decrease will be added to or subtracted from the current fuel cost rate. (See www.energy.gov, Gasoline & Diesel Prices or http://tonto.sia.doe.gov/oog/info/gdu/gasdiesel.asp, Lower Atlantic Region).

cc: Charlie Wise
Cindi Pierce
Janet DeBiasio
Lori Smith
### 3-Month Fuel Cost Review to Date

**Class B Biosolids, AW, NE & NW Plants**

**January 1, 2017 - April 1, 2017**

<table>
<thead>
<tr>
<th>Start End</th>
<th>Current Unit Price</th>
<th>23.5% Diesel Cost</th>
<th>Current Diesel Cost</th>
<th>% Fuel Cost Increase/Decrease</th>
<th>Fuel Cost Adjustment</th>
<th>New Unit Price</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2013 - July 1, 2013</td>
<td>$3.904</td>
<td>$3.731</td>
<td>$875.58</td>
<td>$205.76</td>
<td>-4.4%</td>
<td>(9.12)</td>
<td>$866.46</td>
</tr>
<tr>
<td>July 1, 2013 - October 1, 2013</td>
<td>$3.731</td>
<td>$3.861</td>
<td>$866.46</td>
<td>$205.76</td>
<td>3.5%</td>
<td>5.22</td>
<td>$871.68</td>
</tr>
<tr>
<td>October 1, 2013 - January 1, 2014</td>
<td>$3.861</td>
<td>$3.856</td>
<td>$873.31</td>
<td>$206.66</td>
<td>-0.1%</td>
<td>(0.26)</td>
<td>$873.05</td>
</tr>
<tr>
<td>January 1, 2014 - April 1, 2014</td>
<td>$3.856</td>
<td>$3.955</td>
<td>$873.05</td>
<td>$208.45</td>
<td>2.6%</td>
<td>6.85</td>
<td>$879.90</td>
</tr>
<tr>
<td>April 1, 2014 - July 1, 2014</td>
<td>$3.955</td>
<td>$3.887</td>
<td>$878.27</td>
<td>$209.40</td>
<td>-1.7%</td>
<td>(3.85)</td>
<td>$874.42</td>
</tr>
<tr>
<td>July 1, 2014 - October 1, 2014</td>
<td>$3.887</td>
<td>$3.994</td>
<td>$874.68</td>
<td>$206.77</td>
<td>-5.0%</td>
<td>(10.17)</td>
<td>$864.51</td>
</tr>
<tr>
<td>October 1, 2014 - January 1, 2015</td>
<td>$3.994</td>
<td>$3.161</td>
<td>$864.61</td>
<td>$194.70</td>
<td>-14.4%</td>
<td>(28.09)</td>
<td>$836.42</td>
</tr>
<tr>
<td>January 1, 2015 - April 1, 2015</td>
<td>$3.161</td>
<td>$2.815</td>
<td>$836.42</td>
<td>$166.61</td>
<td>-10.9%</td>
<td>(18.24)</td>
<td>$818.18</td>
</tr>
<tr>
<td>April 1, 2015 - July 1, 2015</td>
<td>$2.815</td>
<td>$2.823</td>
<td>$818.18</td>
<td>$148.37</td>
<td>-10.9%</td>
<td>(18.24)</td>
<td>$818.18</td>
</tr>
<tr>
<td>July 1, 2015 - October 1, 2015</td>
<td>$2.823</td>
<td>$2.432</td>
<td>$818.60</td>
<td>$148.79</td>
<td>-13.9%</td>
<td>(20.68)</td>
<td>$797.92</td>
</tr>
<tr>
<td>October 1, 2015 - January 1, 2016</td>
<td>$2.432</td>
<td>$2.161</td>
<td>$797.92</td>
<td>$128.11</td>
<td>-11.1%</td>
<td>(14.22)</td>
<td>$783.70</td>
</tr>
<tr>
<td>January 1, 2016 - April 1, 2016</td>
<td>$2.161</td>
<td>$2.081</td>
<td>$783.70</td>
<td>$113.89</td>
<td>-11.1%</td>
<td>(14.22)</td>
<td>$779.49</td>
</tr>
<tr>
<td>April 1, 2016 - July 1, 2016</td>
<td>$2.081</td>
<td>$2.361</td>
<td>$779.49</td>
<td>$109.68</td>
<td>-3.7%</td>
<td>(4.21)</td>
<td>$775.28</td>
</tr>
<tr>
<td>July 1, 2016 - October 1, 2016</td>
<td>$2.361</td>
<td>$2.306</td>
<td>$791.43</td>
<td>$124.48</td>
<td>1.5%</td>
<td>0.42</td>
<td>$817.91</td>
</tr>
<tr>
<td>October 1, 2016 - January 1, 2017</td>
<td>$2.306</td>
<td>$2.341</td>
<td>$791.43</td>
<td>$121.62</td>
<td>1.5%</td>
<td>0.42</td>
<td>$793.25</td>
</tr>
<tr>
<td>January 1, 2017 - April 1, 2017</td>
<td>$2.341</td>
<td>$2.478</td>
<td>$793.25</td>
<td>$123.44</td>
<td>5.9%</td>
<td>7.28</td>
<td>$800.54</td>
</tr>
</tbody>
</table>

A cost adjustment for diesel fuel costs shall be allowed after the initial three months of the Agreement and every three months thereafter. The original baseline price to be used for fuel price adjustments shall be as posted on January 22, 2013 at $3.904/gal. No more than one adjustment shall be allowed for any three month period. The city will issue a written change notice confirming any increase approved. The city will issue a written change notice confirming any decreases in pricing.

Increases or decreases in fuel cost adjustments shall be calculated based on the current U.S. Retail On-Highway Diesel Fuel Prices per gallon per the US Department of Energy (DOE) from the current baseline price. The percentage of increase or decrease will be added to or subtracted from the current fuel cost rate. (See www.energy.gov, Gasoline & Diesel Prices or http://tonto.eia.doe.gov/oog/info/gdu/gas diesel.asp, Lower Atlantic Region).

cc: Charlie Wise
Cindi Pierce
Janet DeBiasio
Lori Smith
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT (BLANKET AGREEMENT) TO SYNAGRO SOUTH, LLC FOR THE BIOSOLIDS REMOVAL AND DISPOSAL SERVICES PROJECT FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $3,189,750; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received five (5) bids for the biosolids removal and disposal services project for the Water Resources Facility pursuant to IFB No. 6403 dated February 23, 2017; and

WHEREAS, Synagro South, LLC has met the specifications, terms and conditions of IFB No. 6403; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is accepted and the award of an agreement (Blanket Agreement) to Synagro South, LLC for the biosolids removal and disposal services project for the Water Resources Department at a total cost not to exceed $3,189,750 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.

Legal:

City Attorney (designee)

00323483
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Premier Magnesia, LLC, a sole source supplier, for wastewater odor control chemicals and equipment for the Water Resources Department, at an estimated annual cost of $648,000, for a total contract amount of $1,448,000.

Explanation: On May 21, 2015, City Council approved a two-year agreement for wastewater odor control services through June 30, 2017. The agreement has one two-year renewal option. This is the final renewal.

The vendor provides chemicals and equipment for injection of Thioguard® (Magnesium Hydroxide) into the City's wastewater collection system to control odors caused by hydrogen sulfide in the collection system and treatment process. Hydrogen sulfide is one of the major causes of undesirable odors and corrosion in the wastewater facilities. The Water Resources Department has conducted comprehensive tests of several processes for treating hydrogen sulfide and found Thioguard® to be the most effective odor control product at the lift stations that cover the NE and SW service areas.

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

Premier Magnesia, LLC (Wayne, PA) .......................................................................................... $648,000

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement Amount</td>
<td>$800,000</td>
</tr>
<tr>
<td>First Renewal</td>
<td>$648,000</td>
</tr>
<tr>
<td>New Agreement Amount</td>
<td>$1,448,000</td>
</tr>
</tbody>
</table>

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source. 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 contract. The renewal will be effective from the date of approval through June 30, 2019.

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

Attachments: Sole Source
             Price History
             Resolution

Approvals:

[Signature] Administrative

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

Department: Water Resources

Requisition No. 

Check One: X Sole Source 

Proprietary Specifications

Proposed Vendor: Premier Chemicals

Estimated Total Cost: $648,000

Description of Items (or Services) to be purchased:

Chemicals and equipment for injection of Thioguard® (Magnesium Hydroxide) into the city's water reclamation process to control odors caused by hydrogen sulfide

Purpose of Function of items:

Thioguard® is a chemical patented for controlling hydrogen sulfide in wastewater. Hydrogen sulfide is one of the major causes of undesirable odors and corrosion in wastewater facilities such as plants, sewer pipes and pump stations.

Justification for Sole Source of Proprietary specification:

This product has been effective in reducing odors at the locations where it has been applied. This product is patented and cannot be purchased through any other supplier for this use. The sulfides released by waste water produce sulfuric acid. The acid attacks the surfaces it comes in contact with. We have found this product to be effective in reducing acid production.

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.

[Signature] 
Department Director

[Signature] 
Administrator/Chief

Louis Moore, Director
Procurement & Supply Management

05-02-2017
Date

05/05/17
Date

5/3/17
Date
Price History
885-96 Chemical, Odor Control, Wastewater

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Chemical, Odor Control, Wastewater, thioguard. Includes all feed equipment,</td>
<td>$2.38</td>
<td>$2.41</td>
<td>$2.49</td>
<td>$2.49</td>
<td>$2.58</td>
<td>3.49%</td>
</tr>
<tr>
<td></td>
<td>equipment maintenance labor and parts, storage tanks, installation, data</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>collection, reporting and chemicals. $/gal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE SOLE RENEWAL OPTION TO THE AGREEMENT (BLANKET AGREEMENT) WITH PREMIER MAGNESIA, LLC FOR WASTEWATER ODOR CONTROL CHEMICALS AND EQUIPMENT FOR THE WATER RESOURCES DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $648,000 FOR A TOTAL FINAL CONTRACT AMOUNT OF $1,448,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2015, City Council approved the award of a two-year Agreement (Blanket Agreement) with one two-year renewal option to Premier Magnesia, LLC, a sole source supplier, to provide wastewater odor control chemicals and equipment for the Water Resources Department; and

WHEREAS, the City desires to exercise the sole renewal option of the Agreement; and

WHEREAS, Premier Magnesia, LLC has agreed to hold prices firm under the terms and conditions of the agreement as a sole source supplier; and

WHEREAS, the Procurement Department recommends approval of this renewal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the sole renewal option to the agreement (blanket agreement) with Premier Magnesia, LLC for wastewater odor control chemicals and equipment for the Water Resources Department at an estimated annual cost not to exceed $648,000 for a total final contract amount of $1,448,000 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.

Legal:

City Attorney (Designee)

00323515
REPORT

ST. PETERSBURG CITY COUNCIL

Meeting of June 1, 2017

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

SUBJECT: A resolution approving a partial control estimate #1 for WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960) for PCL Construction, Inc.'s extended general conditions in an amount not to exceed $1,324,752 for a four month duration (May 1 through August 31); authorizing payment to PCL Construction, Inc. ("PCL") in an amount not to exceed $697,000 for the premiums and costs for bonds and insurance required by the Construction Manager Contract between the City of St. Petersburg, Florida and PCL dated April 17, 2017, as amended ("CM Contract") (WRF NW Construction Manager FY17 Project, Engineering No. 17063-111; Oracle No. 15960); authorizing the Mayor or his designee to execute the Second Amendment to incorporate the above referenced Partial Control Estimate into the CM Contract and modify other necessary sections of the CM Contract; rescinding an unencumbered appropriation in the amount of $1,000,000 from the Water Resources Capital Projects Fund (4003), COS Optimization Construction FY17 Project (Oracle No. 15783); approving a supplemental appropriation in the amount of $1,000,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from the above rescission, to the WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960); approving a supplemental appropriation in the amount of $244,740 from the unappropriated balance Of the Water Resources Capital Projects Fund (4003) to the WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960); and providing an effective date.

EXPLANATION: On April 17, 2017 City Council approved a Construction Manager Contract ("CM Contract") with PCL Construction Inc. ("PCL") for preconstruction and construction services for the Projects described in the CM Contract to increase treatment, disposal and capacity to handle peak wastewater flows during wet weather events at the Northwest Water Reclamation Facility.

The initial CM Contract included:

- **Control Estimates for:**
  - WRF NW Construction Manager FY17 (Engineering No. 17063-111; Oracle No. 15960)
    - Pre-Construction Services
  - WRF NW New Filters FY17 (Engineering No. 17052-111; Oracle No. 15926)
    - Filter Piping Construction

On May 18, 2017, City Council approved the First Amendment to the CM Contract, which incorporated Partial Control Estimate #2 for WRF NW New Filters FY17 (Engineering No. 17052-111; Oracle No. 15926) and (ii) Partial Control Estimate #1 for WRF NW New Injection Wells FY17 Project (Engineering No. 17053-11; Oracle No. 15927). The First Amendment included:

- WRF NW New Filters FY17 Project (Engineering No. 17052-111; Oracle No. 15926)
  - UG/AG Piping and Appurtenances Installation
  - Backwash System
  - Pump Station and Piping Installation
  - Concrete structure for filtration system
  - Influent and Effluent tie in at Existing Filter Structure
• WRF NW New Injection Wells FY17 Project (Engineering No. 17053-111; Oracle No. 15927)
  o Procurement of Effluent Disposal Pumps
  o Acidization of IW-1 and IW-2

The Second Amendment in the amount of $2,021,752 is for:

• WRF NW Construction Manager FY17 (Engineering No. 17063-111; Oracle No. 15960)
  o Continuing General Conditions Services from May 1, 2017 through August 31st, 2017
  o Bonds (based on $20M)
  o Builders Risk/GL Insurances

The table below provides details of the Contract Costs approved to date and the additional Control Estimate Costs (Second Amendment) with their respective funding source(s).

<table>
<thead>
<tr>
<th>Project Numbers</th>
<th>WRF NW New Filters FY17</th>
<th>WRF NW New Injection Wells FY17</th>
<th>WRF NW Construction Manager FY17</th>
<th>Totals</th>
</tr>
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<tbody>
<tr>
<td>Original Contract</td>
<td></td>
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</tr>
<tr>
<td>Contract Cost</td>
<td>$2,251,253</td>
<td>$0</td>
<td>$407,175</td>
<td>$2,658,428</td>
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<td>$341,176</td>
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<td>$50,000</td>
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<td>$3,154,604</td>
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<td>Amendment #1</td>
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<tr>
<td>Contract Cost</td>
<td>$1,642,258</td>
<td>$1,115,113</td>
<td>$0</td>
<td>$2,757,371</td>
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<tr>
<td>Admin/CEI Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Subtotal</td>
<td>$1,642,258</td>
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<td>$0</td>
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<tr>
<td>Admin/CEI Cost</td>
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<tr>
<td>Subtotal</td>
<td>$0</td>
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<td>$2,021,752</td>
<td>$2,021,752</td>
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<tr>
<td>Total Funding Source</td>
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<td>$0</td>
<td>WRF $77,012</td>
<td>WRF $77,012</td>
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<tr>
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<td></td>
<td></td>
<td>Appr. $1,244,740</td>
<td>Appr. $1,244,740</td>
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<tr>
<td>TOTAL CONSTR. COST</td>
<td>$4,234,687</td>
<td>$1,220,113</td>
<td>$2,478,927</td>
<td>$7,933,727</td>
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<tr>
<td>Total PCL Costs</td>
<td>$3,893,511</td>
<td>$1,115,113</td>
<td>$2,428,927</td>
<td>$7,437,551</td>
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</tbody>
</table>

Control Estimates are construction cost estimates and each estimate package includes an owner allowance. PCL shall prepare bid packages and solicit quotes for various scopes of work included in each control estimate package.

RECOMMENDATION: Administration recommends City Council approve the attached resolution approving a Second Amendment, not to exceed $2,021,752; authorizing the Mayor or his designee to execute the Second Amendment and all other necessary documents.

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding has already been
appropriated ($777,012) in the Water Resources Capital Projects Fund (4003) in the amount of $777,012 in the WRF NW Construction Manager FY17 Project (Oracle No. 15960). Additional funding will be available after the rescission of an unencumbered appropriation in the amount of $1,000,000 from the Water Resources Capital Projects Fund (4003), COS Optimization Construction FY17 Project (Oracle No. 15783); the approval of a supplemental appropriation in the amount of $1,000,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from the above rescission, to the WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960); and the approval of a supplemental appropriation in the amount of $244,740 from the unappropriated balance of the Water Resources Capital Projects Fund (4003) to the WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960).

ATTACHMENTS: Resolution

APPROVALS: 

Final
00324413

for Claude Tankersley
RESOLUTION NO. 2017-__

A RESOLUTION APPROVING A PARTIAL CONTROL ESTIMATE #1 FOR WRF NW CONSTRUCTION MANAGER FY17 PROJECT (ENGINEERING NO. 17063-111; ORACLE NO. 15960) FOR PCL CONSTRUCTION, INC.'S EXTENDED GENERAL CONDITIONS IN AN AMOUNT NOT TO EXCEED $1,324,752 FOR A FOUR MONTH DURATION (MAY 1 THROUGH AUGUST 31); AUTHORIZING PAYMENT TO PCL CONSTRUCTION, INC. ("PCL") IN AN AMOUNT NOT TO EXCEED $697,000 FOR THE PREMIUMS AND COSTS FOR BONDS AND INSURANCE REQUIRED BY THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PCL DATED APRIL 17, 2017, AS AMENDED ("CM CONTRACT") (WRF NW CONSTRUCTION MANAGER FY17 PROJECT, ENGINEERING NO. 17063-111; ORACLE NO. 15960); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT TO INCORPORATE THE ABOVE REFERENCED PARTIAL CONTROL ESTIMATE INTO THE CM CONTRACT AND MODIFY OTHER NECESSARY SECTIONS OF THE CM CONTRACT; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF $1,000,000 FROM THE WATER RESOURCES CAPITAL PROJECTS FUND (4003), COS OPTIMIZATION CONSTRUCTION FY17 PROJECT (ORACLE NO. 15783); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,000,000 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003), RESULTING FROM THE ABOVE RESCISSION, TO THE WRF NW CONSTRUCTION MANAGER FY17 PROJECT (ENGINEERING NO. 17063-111; ORACLE NO. 15960); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $244,740 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) TO THE WRF NW CONSTRUCTION MANAGER FY17 PROJECT (ENGINEERING NO. 17063-111; ORACLE NO. 15960); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and PCL Construction, Inc. ("PCL") executed a Construction Manager Contract ("CM Contract") on April 17, 2017, for PCL to provide preconstruction and construction services for the Projects described in the CM Contract to increase treatment, disposal and capacity to handle peak wastewater flows during wet weather events at the Northwest Water Reclamation Facility; and

WHEREAS, following execution of the CM Contract, the City authorized PCL to (i) provide the preconstruction services in an amount not to exceed $407,175 and (ii) commence work on WRF NW New Filters FY17 (Engineering No. 17052-111; Oracle No. 15926) pursuant to a Partial Control Estimate attached to the CM Contract; and

WHEREAS, on May 18, 2017, the City Council approved the First Amendment to the CM Contract, which incorporated Partial Control Estimate #2 for WRF NW New Filters FY17
WHEREAS, in accordance with the requirement set forth in the CM Contract (as amended), PCL has submitted Partial Control Estimate #1 for WRF NW New Injection Wells FY17 Project (Engineering No. 17063-111; Oracle No. 15960) for PCL’s extended general conditions for a four month duration (May 1 through August 31) and the not to exceed amount for the premiums and costs for bond and insurance required by the CM Contract; and

WHEREAS, the City desires to execute the Second Amendment to the CM Contract (as amended) with PCL to incorporate the above referenced Partial Control Estimate into the CM Contract (as amended) and modify other necessary sections of the CM Contract (as amended).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Partial Control Estimate #1 WRF NW Construction Manager FY17 Project (Engineering No. 17063-111; Oracle No. 15960) for PCL Construction, Inc.‘s extended general conditions in an amount not to exceed $1,324,752 for a four month duration (May 1 through August 31) is hereby approved.

BE IT FURTHER RESOLVED that payment to PCL Construction, Inc. ("PCL") in an amount not to exceed $697,000 for the premiums and costs for bonds and insurance required by the Construction Manager Contract between the City of St. Petersburg, Florida and PCL dated April 17, 2017, as amended ("CM Contract").

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Second Amendment to incorporate the above referenced Partial Control Estimate into the CM Contract and modify other necessary sections of the Contract.

BE IT FURTHER RESOLVED that the appropriation in the amount of $1,000,000 in the Water Resources Capital Project Fund (4003) from the COS Optimization Construction FY17 Project (15783) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Water Resources Capital Project Fund (4003), resulting from the above rescission, the following supplemental appropriation for Fiscal Year 2017:

| Water Resources Capital Project Fund (4003) | WRF NW Construction Manager FY17 Project (Oracle No. 15960) | $1,000,000 |

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Water Resources Capital Project Fund (4003) the following supplemental appropriation for Fiscal Year 2017:

| Water Resources Capital Project Fund (4003) | WRF NW Construction Manager FY17 Project (Oracle No. 15960) | $244,740 |
This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signature]
City Attorney (designee)

[Signature]
Administration for Claude Tankersley

Budget
00324414
April 28, 2017

Mr. Brejesh Prayman
Mr. Mike Ryle
City of St. Petersburg
MCS, 6th Floor
One 4th St. N
St. Petersburg, FL 33701

Re: Construction Manager – City of St. Petersburg NWWRF Wet Weather Capacity Upgrades
Partial Control Estimate #1 for Project 17053-111: NWWRF Reclaimed Water & Injection Wells Improvements

Sub-Project #1 Effluent Disposal Pumps: Diesel Driven Effluent Disposal Pump Procurement Only

Sub-Project #2 Well Acidization: Acidization of IW-1 and IW-2

Dear Mr. Prayman & Mr. Ryle,

PCL Construction, Inc. has prepared a Partial Control Estimate #1 for Project 17053-111 Reclaimed Water and Injection Wells Improvement, which is designed to provide additional effluent disposal capacity and, in conjunction with Project 17052-111 NWWRF Effluent Filtration Improvements, will allow for improved filtration treatment capacity along with the additional effluent disposal capacity at the City of St. Petersburg’s NWWRF.

Based on the 90% design information that is currently available, this Partial Control Estimate #1 is based on discussions and design data developed between CH2M, the City of St. Petersburg and PCL staff in order to determine an anticipated scope for the NWWRF wet weather capacity upgrades project. PCL has included all design, preliminary, and conceptual level information that was utilized to prepare this partial control estimate.

This Partial Control Estimate #1 is for the procurement of the long lead Effluent Disposal Pumps only and for Acidization of existing injection wells IW-1 and IW-2 at the NWWRF.

A future Control Estimate is anticipated to encompass the remaining scope of work that will be available at 100% design completion. This is anticipated to include but is not limited to: Piping, Mechanical, Concrete, Structural, Sitework, Electrical, Instrumentation & Controls, Paint and Coatings, Landscape, and any other items necessary to provide a functional and integrated Effluent Disposal Pump Station System.

PCL CONSTRUCTION, INC.
3810 Northdale Blvd, Suite 160 Tampa, FL 33624
813.425.1440 Phone * 813.961.1575 Fax
An Equal Opportunity Employer
Minorities and Women Encouraged
The details for the procurement of the effluent disposal pumps and existing injection well Acidization are defined below.

**Effluent Disposal Pumps**

**SCOPE:**
The scope of this project is comprised of items identified and provided by the 90% design drawings developed by CH2M, PCL and City of St. Petersburg staff and will provide a Temporary Effluent Disposal Pump Station System to the existing plant infrastructure that will potentially help add disposal capacity during the upcoming wet weather season.

The estimated cost is for the long lead effluent disposal pumps procurement only at this time. Once design has progressed to 100% by CH2M, PCL will submit the estimate of the remaining costs to construct this sub-project package. This portion of the partial control estimate is funding to procure the long lead diesel driven effluent disposal pumps and accessories. Early procurement of this material will coincide with the anticipated Injection Well Subcontract completion and the installation of the piping, valves, equipment and accessories. This will result in shortening the overall schedule for this sub-project.

**SCHEDULE:**
Based on receiving a 100% design from CH2M by May 5th, and the anticipated completion of the Injection Well Subcontract being late August to mid-September 2017, the projected functional completion for this sub-project would be late August 2017.

**Sub-project Timeframe:**

- **Preliminary Shop Drawings**
  - April 21st, 2017
- **Final Supplier Pricing**
  - April 28th, 2017
- **Final CH2M Design**
  - May 5th, 2017
- **City Council Approval**
  - May 18th, 2017
- **PCL PO Issued to City for ODP**
  - May 19th, 2017
- **Final Shop Drawings**
  - May 25th, 2017
- **Engineer Approval**
  - June 1st, 2017
- **Fabrication and Delivery (8-9 weeks)**
  - August 1st, 2017
- **Installation (2-4 weeks)**
  - August 30th, 2017
- **Substantial Completion to be at a later date**
  - TBD
Injection Well Acidization

SCOPE:
The scope of this project is to acidize the existing injection wells to maximize the capacity of available effluent disposal of the system. The estimated pricing includes mobilization, site and safety preparation at each injection well site, temporary site fencing and site safety control at each injection well location, Acidization emplacement of approximately 25,000 gallons of acid at each injection well, cleanup and restoration at each injection well location, flushing of the wells, and returning the wells into service.

SCHEDULE:
Based on receiving a city council approval on May 18th, the anticipated completion of the Injection Well Acidization is June 16th, 2017.

Sub-project Timeframe:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council Approval</td>
<td>May 18th, 2017</td>
</tr>
<tr>
<td>Issue Field Work Order</td>
<td>May 22nd, 2017</td>
</tr>
<tr>
<td>Mobilization</td>
<td>May 24th, 2017</td>
</tr>
<tr>
<td>Commence Acidization of IW-1</td>
<td>May 29th, 2017</td>
</tr>
<tr>
<td>Commence Acidization of IW-2</td>
<td>June 7th, 2017</td>
</tr>
<tr>
<td>Anticipated Completion</td>
<td>June 16th, 2017</td>
</tr>
<tr>
<td>Substantial Completion to be at a later date</td>
<td>TBD</td>
</tr>
</tbody>
</table>

SUMMARY OF PARTIAL CONTROL ESTIMATE #1 COSTS:

Sub-Project #1 Effluent Disposal Pumps: NWWRF Reclaimed Water & Injection Wells Improvements — Diesel Driven Effluent Disposal Pump Procurement Only

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Price of Work</td>
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<td>Contingency</td>
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<tr>
<td>Construction Manager Fee (6%)</td>
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<td>Total for Sub-Project #1</td>
<td>$823,815</td>
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</table>

Sub-Project #2 Well Acidization: NWWRF Reclaimed Water & Injection Wells Improvements — Acidization of IW-1 and IW-2

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<th>Description</th>
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<tr>
<td>Total for Sub-Project #2</td>
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</table>
Total Partial Control Estimate #1 for Project No. 17053-111: $1,115,113

This Partial Control Estimate is based upon the attached clarifications and assumptions document, attached billable rate matrix, attached drawings and/or sketches provided by the applicable engineer, and preliminary field investigations conducted by PCL personnel.

If you have any questions regarding this Partial Control Estimate or need additional information, please feel free to contact me at (727) 224-1933.

Respectfully,

Richard Hewitt
Area Manager - Water Infrastructure Group

Cc:   Tom O'Donnell
      Mauricio Ramos
      Craig Yakubow
      Shawn Britton
      Andrew Franosz

Attachments:   Budget Estimate
               Clarifications and Assumptions Document
               Billable Rate Matrix
               Drawings and Specification used for Pricing
Clarifications and Assumptions:

The following clarifications and assumptions are based on information currently available from the City of St Petersburg and their representative consultants. These clarifications and assumptions are applicable to the provided Partial Control Estimate #1 and for the NWWRF Wet Weather Capacity Improvement Projects (17053-111 Reclaimed Water & Injection Wells Improvements):

1. The price assumes that construction and testing water, and electrical consumption during construction, startup and testing through commissioning is assumed to be available for PCL’s use at no cost. The price excludes all costs for initial fill of chemicals, fuel, and expendables for startup, testing and commissioning.

2. PCL is not responsible for any Geotechnical Subsurface reports or studies, none have been provided by the City or its Consultants at this time. With no geotechnical information having been provided at this time, it is assumed that the native materials will be suitable for pipe bedding and backfill without processing. It is also assumed that the native material is suitable for all structural backfill.

3. Any costs associated with unidentified subsurface conditions encountered during the course of the construction will not be the liability of PCL and will be reflected in future Control Estimates.

4. Pipe pricing is based on discussions and preliminary drawings provided by the city and its associated consultants. It is understood that the piping configuration may change and this will reflect in future Control Estimates.

5. Any additional changes in the scope of work that may occur from the current 90% design progressing to final 100% completion will be reflected in future Control Estimates.

6. PCL will provide the City of St Petersburg a copy of our general Site Safety Program.

7. Both parties shall agree to comply with the mutual parties safety programs.

8. PCL will comply with all site security requirements that are in place.

9. PCL will not be responsible for EPA Storm Water maintenance.

10. It is assumed that site dewatering can be discharged to the existing onsite storm water management structure.

11. The price includes completion of application for all applicable permits with the exception of the Storm Water Pollution permit, NPDES, and Wastewater Discharge permit. All actual permit fees or required inspections will be billed.
12. PCL will only be responsible for site clean-up and restoration in the immediate work areas and storage areas that will be used for the completion of the scope of work described.

13. This control estimate does not include any budgetary pricing for hazardous materials. Any hazardous materials encountered at the site of the Projects will be governed by section 10.3 of the A201—2007 AIA Contract Document.

14. It is assumed that plant access roads can be shut down for installation of construction work with reasonable notice to the owner.

15. PCL assumes that the shutdown of the existing filter #5 is acceptable for construction of the effluent filter connection structure with reasonable notice to the owner.

16. PCL assumes that the shutdown and bypass of the existing fine screening facility is acceptable for construction of the influent filter connection with reasonable notice to the owner.

17. Any potential contractors that are currently onsite or that will be onsite, are to be instructed by the city to not store any and/or move all material, equipment and temporary facilities from the areas of work required for the Wet Weather Capacity Improvements Projects.

18. If the City or any of its subcontractors plan shutdowns and/or closures they will notify PCL prior to that scope of work commencing.

19. The following scope of work and any associated management costs are not included in this Control Estimate:
   - Piping Supply and Installation
   - Mechanical Work
   - Concrete and Structural Work
   - Equipment Installation
   - Electrical work
   - Instrumentation and Controls
   - Start-up and Commissioning
   - Service water
   - Paint and Coatings
   - Landscaping

This scope of work will be provided in future Control Estimates.
ATTACHED IS THE CURRENT DRAFT OF THE SECOND AMENDMENT TO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY AND PCL CONSTRUCTION, INC. DATED APRIL 17, 2017, AS AMENDED, THAT WILL BE DISCUSSED AT THE JUNE 1, 2017, CITY COUNCIL MEETING.
SECOND AMENDMENT

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into on this _____ day of May, 2017 by and between the City of St. Petersburg, Florida ("City" or "Owner") and PCL Construction Inc. ("Construction Manager").

WHEREAS, the Owner and Construction Manager executed a Construction Manager Contract on April 17, 2017, for Construction Manager to provide preconstruction and construction services for the Projects described in the Contract to increase treatment, disposal and capacity to handle peak wastewater flows during wet weather events at the Northwest Water Reclamation Facility; and

WHEREAS, following execution of the Contract, the Owner authorized Construction Manager to (i) provide the preconstruction services in an amount not to exceed $407,175 and (ii) commence work on Project No. 17052-111 NWWRF Effluent Filtration Improvements pursuant to a Partial Control Estimate; and

WHEREAS, on May ____, 2017, the City and Construction Manager executed the First Amendment to the Construction Manager Contract; and

WHEREAS, the Construction Manager Contract dated April 17, 2017, as amended by the First Amendment (and all the contract documents) is referred to herein as the "Contract"; and

WHEREAS, in accordance with the requirement set forth in the Contract, Construction Manager has submitted Partial Control Estimate # 1 for Construction Manager's extended general conditions for a four month duration (May 1 through August 31) and the not to exceed amount for the premiums and costs for bond and insurance required by the Contract; and

WHEREAS, the City and Construction Manager desires to execute the Second Amendment to the Contract with Construction Manager to incorporate the above referenced Partial Control Estimate into the Contract and modify other necessary sections of the Contract.

NOW, THEREFORE, in consideration of the foregoing recitals (which are an integral part of this Second Amendment and are incorporated herein by reference) and the promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Owner and Construction Manager hereby agree as follows:

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

2. §1.1 of the Standard Form of Agreement between Owner and Construction Manager (e.g., Document A134-2009), which is part of Contract, is hereby amended to read as
§ 1.1 The Contract and Contract Documents

This Agreement (AIA134-2009) and the Contract Documents form the Contract between the Owner and the Construction Manager. The Contract Documents consist of the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, the Request for Qualifications, Construction Manager’s Statement of Qualifications, other documents listed or referenced in this Agreement or the Contract Documents, and Modifications issued after execution of this Contract. Upon the Owner’s approval of the Control Estimate(s) for each Project, the Contract Documents will also include the documents described in Sections 2.2.4, 2.2.5, 2.2.6, 2.2.7 and 2.2.8 and revisions prepared by the Engineers and furnished by the Owner as described in Section 2.2.10. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

3. §2.2.8 of the Standard Form of Agreement between Owner and Construction Manager (e.g., Document A134-2009), which is part of Contract, is hereby amended to read as follows:

A partial Control Estimate for Construction Manager’s extended general conditions for a duration of four months (May 1, 2017 through August 31, 2017) is set forth in Exhibit H. Since the Projects required to be constructed by the Construction Manager pursuant to the Contract shall exceed four months, this partial Control Estimate may be amended, supplemented or modified provided that such amendment, supplement or modification is approved by City Council and further provided that the Owner and the Construction Manager execute the necessary documents to incorporate such amendment, supplement or modification into the Contract.

4. §2.2.9 of the Standard Form of Agreement between Owner and Construction Manager (e.g., Document A134-2009), which is part of Contract, is hereby amended to read as follows:

§ 2.2.9 Approval of Control Estimate(s) for a Project

The Owner shall notify the Construction Manager in writing when the Owner has accepted a proposed Control Estimate(s) for a Project and once accepted the Owner shall prepare the necessary documents amending the Contract. Following approval by the St. Petersburg City Council, the Owner and Construction Manager shall execute the documents prepared by the City to amend the Contract, which documents shall incorporate the agreed upon Control Estimate(s) for a Project with the information and assumptions upon which it is based and other terms and conditions agreed upon by the parties. Any Control Estimate(s) for a Project may be amended or modified provided

Page 2 of 4
that such amendment or modification is approved by City Council and further provided that the City and the Construction Manager execute the necessary documents to incorporate such amendment or modification to a Control Estimate(s) for a Project. The Construction Manager shall obtain written approval from the Owner in accordance with the Contract terms and conditions prior to using any contingency funds set forth in a Control Estimate(s). Upon Final Completion of a Project, any contingency funds set forth in a Control Estimate(s) which have not been expended shall be disbursed back to the Owner.

5. §2.2.10 is added to Standard Form of Agreement between Owner and Construction Manager (e.g., Document A134-2009), which is part of Contract, to read as follows:

§ 2.2.10 Drawings and Specifications/Clarifications

The Owner shall authorize the applicable Engineer to incorporate the agreed-upon assumptions and clarifications contained in the Control Estimate(s) for a Project. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall promptly notify the Owner and applicable Engineer of any inconsistencies between Control Estimate(s) for a Project and the revised Drawings and Specifications.

6. Exhibit H is attached hereto and made a part of the Contract by reference.

7. Any and all provisions of the Contract not specifically amended by this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Construction Manager have caused this Second Amendment to be executed by their duly authorized representatives on the date first above written.

CITY OF ST. PETERSBURG, FLORIDA

By: Brejesh Prayman, P.E.
Director, Engineering and Capital Improvements

ATTEST

Chandrahasa S. Srinivasa, City Clerk
(SEAL)

Approved as to Form and Content:

City Attorney (Designee)

Page 3 of 4
April 28, 2017

Mr. Brejesh Prayman
Mr. Mike Ryle
City of St. Petersburg
MCS, 6th Floor
One 4th St. N
St. Petersburg, FL 33701

Re: Construction Manager — City of St. Petersburg NWWRF Wet Weather Capacity Upgrades
Project No. 17063-111 NWWRF Construction Manager — Partial Control Estimate #1 for
General Conditions Estimated Budget and Fees for Four(4) Months

Dear Mr. Prayman & Mr. Ryle,

Per your request, PCL Construction, Inc., as the City’s Construction Manager for the referenced project,
is providing you with this Partial Control Estimate #1 for the general conditions budget to investigate,
identify, provide constructability reviews, manage, construct, and deliver projects as they become defined
for the City’s Wet Weather Capacity Upgrades project needs.

Please find below the final component of PCL’s estimated general conditions budget for your review:

1. Construction Manager — General Conditions Budget Pricing $1,324,752

   The Estimated General Conditions budget provided reflects a 4 month duration from May 1st,
   2017 thru August 31, 2017 and as discussed a projected Project value of $20 million dollars.
   This budgeted general conditions item includes the budget pricing associated with the overall
   management of the construction phase services. Estimated General Conditions Pricing for a
   Construction Manager are typically based on the overall anticipated price of work and the overall
   anticipated timeframe planned to complete the work. Budgeted pricing includes but is not limited
to Management staff time (e.g. Construction Managers, Project Managers, Superintendents,
Engineers, Estimators, BIM Modelers, HSE Managers, Administrative Assistants and any others
that are not directly charged to the price of work), construction trailers, site facilities, travel and
subsistence expenses, safety and quality oversight, parking, signage, lighting and any other
miscellaneous items that are not included in the direct price of work.
2. Construction Manager Fee

The Construction Manager’s Fee is the mark-up added to all construction pricing and general conditions incurred on the project. This fee encompasses PCL’s internal overhead and profit on this project.

Total Estimated General Conditions: $1,249,766
Construction Manager Fee: $74,986
Total General Conditions Budget Pricing: $1,324,752

If you have any questions regarding this Partial Control Estimate #1 - General Conditions Budget Estimate for Four (4) Months or need additional information, please feel free to contact me at (727) 224-

Respectfully,

Richard Hewitt
Area Manager - Water Infrastructure Group

Cc: Tom O'Donnell
Mauricio Ramos
Craig Yakubow
Shawn Britton
Andrew Franosz

Attachments:
General Conditions Estimate
Clarifications and Assumptions Document
Billable Rate Matrix
Clarifications and Assumptions:

The following clarifications and assumptions are based on information currently available from the City of St Petersburg and their representative consultants. These clarifications and assumptions are applicable to the provided Partial Control Estimate #1 - General Conditions Estimated Budget and Fees for Four (4) Months for the NWWRF Wet Weather Capacity Improvement Projects (17063-111 NWWRF Construction Manager):

1. The price assumes that construction and testing water, and electrical consumption during construction, startup and testing through commissioning is assumed to be available for PCL's use at no cost. The price excludes all costs for initial fill of chemicals, fuel, and expendables for startup, testing and commissioning.

2. PCL is not responsible for any Geotechnical Subsurface reports or studies, none have been provided by the City or its Consultants at this time. With no geotechnical information having been provided at this time, it is assumed that the native materials will be suitable for pipe bedding and backfill without processing. It is also assumed that the native material is suitable for all structural backfill.

3. Any costs associated with unidentified subsurface conditions encountered during the course of the construction will not be the liability of PCL and will be reflected in future Control Estimates.

4. The price excludes all pricing associated with special studies including but not limited to mitigating Archeological Areas, Historical Architecture, Sensitive Flora/Fauna, and Traffic.

5. Pricing is based on discussions and preliminary drawings provided by the City and its associated consultants. It is understood that the pricing is based on a four (4) month duration as discussed with the City. Any future change in duration need or requirement by the City will reflect in future Control Estimates.

6. Any additional changes in the scope of work that may occur from the current 90% design progressing to final 100% completion will be reflected in future Control Estimates.

7. PCL will provide the City of St Petersburg a copy of our general Site Safety Program.

8. Both parties shall agree to comply with the mutual parties safety programs.

9. PCL will comply with all site security requirements that are in place.

10. PCL will not be responsible for EPA Storm Water maintenance.

11. It is assumed that site dewatering can be discharged to the existing onsite storm water management structure.
12. The price includes completion of application for all applicable permits with the exception of the Storm Water Pollution permit, NPDES, and Wastewater Discharge permit. All actual permit fees or required inspections will be billed.

13. PCL will only be responsible for site clean-up and restoration in the immediate work areas and storage areas that will be used for the completion of the scope of work described.

14. This control estimate does not include any budgetary pricing for hazardous materials. Any hazardous materials encountered at the site of the Projects will be governed by section 10.3 of the A201 – 2007 AIA Contract Document.

15. It is assumed that plant access roads can be shut down for installation of construction work with reasonable notice to the owner.

16. PCL assumes that the shutdown of the existing filter #5 is acceptable for construction of the effluent filter connection structure with reasonable notice to the owner.

17. PCL assumes that the shutdown and bypass of the existing fine screening facility is acceptable for construction of the influent filter connection with reasonable notice to the owner.

18. Any potential contractors that are currently onsite or that will be onsite, are to be instructed by the city to not store any and/or move all material, equipment and temporary facilities from the areas of work required for the Wet Weather Capacity Improvements Projects.

19. If the City or any of its subcontractors plan shutdowns and/or closures they will notify PCL prior to that scope of work commencing.
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Project 17063-111 NVWRF Construction Manager - GC Estimated Budget and Fees

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Total Estimated General Conditions $1,249,766
Construction Manager Fee (6%) $74,986
Total General Conditions Budget Pricing $1,324,752
TO: The Honorable Darden Rice, Chair, And Members of City Council

SUBJECT: A resolution approving Amendment No. 1 to the Architect/Engineering Agreement dated January 25, 2017 between the City of St. Petersburg, Florida ("City") and ASRus, LLC ("A/E" Agreement) for additional services during construction for the NWWRF Reclaimed Water and Injection Well Improvements project in an amount not to exceed $207,250, for a total contract amount not to exceed of $1,380,250 (Engineering Project No. 17053-111; Oracle No. 15927); authorizing the Mayor or his designee to execute Amendment No. 1; and providing an effective date.

EXPLANATION: On January 25, 2017, City Council approved an A/E Agreement between the City of St. Petersburg and ASRus, LLC ("ASRus") to furnish professional engineering services for the NWWRF Reclaimed Water and Injection Wells Improvements Project in the amount of $1,173,000. The scope of services included design, permitting, bidding, and construction of the injection wells and a Basis of Design Report (BODR) for the associated piping and pumping facilities.

The City utilizes two existing 30" deep injection wells currently permitted to inject up to 32 million gallons per day (MGD) surplus reclaimed water approximately 1,100 feet in depth. An additional injection well, (IW-3) with associated monitoring well (MW-4), is required to provide increased disposal capacity to inject approximately 45 MGD during extreme wet weather conditions.

The initial work authorized to ASRus was to design the injection well, permitting assistance, bidding assistance, and construction services included but not limited to field inspections, construction meetings, and shop drawing reviews.

On April 6, 2017, City Council approved a construction contract for Youngquist Brothers Inc. for construction of IW-3 and MW-4.

Owner allowance authorized final design of one (1) fast track package for piping connections and pumping for IW-3. The one (1) fast track package is referenced here:

Temporary Pumping to IW-3 - Diesel-driven, skid mounted, critically silenced, self-priming centrifugal pumps and piping connection to IW-3 currently being constructed.

On April 6, 2017, City Council approved a Construction Manager Contract ("Contract") with PCL Construction, Inc. ("PCL") which included procurement of the pumps. An Amendment to the Contract with PCL will be provided at a later date to City Council for approval of construction of the piping connections.
Amendment No. 1 to the A/E Agreement in the amount of $207,250 will provide funding for services during construction of the piping and pumping package and an evaluation of surge control under different scenarios utilizing the existing surge tank or a new surge tank. This includes final design and services during construction for surge control of the NWWRF Injection Wells.

The A/E Agreement and A/E Agreement Amendment No.1 includes the following phases and associated not to exceed fees and costs:

- Injection Wells Design/Permitting/Bidding/Construction Phase $1,173,000
- Construction for Fast Track Package including Surge Tanks Analysis $207,250
- Revised Total A/E fees $1,380,250

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to the Architect/Engineering Agreement between the City of St. Petersburg, Florida ("City") and ASRus, LLC ("A/E Agreement") for professional engineering services related to the NWWRF Reclaimed Water and Injection Well Improvements Project in an amount not to exceed $207,250, for a total contract amount not to exceed $1,380,250 (Engineering Project No. 17053-111; Oracle No. 15927).

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NW New Inj Wells FY17 Project (15927).

ATTACHMENTS: Resolution

APPROVALS: 
- Administrative for Claude Tankersley
- Budget
RESOLUTION NO. 2017-___

A RESOLUTION APPROVING AMENDMENT NO. 1 TO
THE ARCHITECT/ENGINEERING AGREEMENT
DATED JANUARY 25, 2017 BETWEEN THE CITY OF
ST. PETERSBURG, FLORIDA ("CITY") AND ASRUS,
LLC ("A/E" AGREEMENT) FOR ADDITIONAL
SERVICES DURING CONSTRUCTION FOR THE
NWWRF RECLAIMED WATER AND INJECTION WELL
IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO
EXCEED $207,250, FOR A TOTAL CONTRACT
AMOUNT NOT TO EXCEED OF $1,380,250
(ENGINEERING PROJECT NO. 17053-111; ORACLE NO.
15927); AUTHORIZING THE MAYOR OR HIS
DESIGNEE TO EXECUTE AMENDMENT NO. 1; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 25, 2017, City Council approved an A/E Agreement between the
City of St. Petersburg and ASRus, LLC ("ASRus") to furnish professional engineering services
for the NWWRF Reclaimed Water and Injection Wells Improvements Project in the amount of
$1,173,000; and

WHEREAS, Amendment No. 1 to the A/E Agreement in the amount of $207,250 will
provide funding for services during construction of the piping and pumping package and an
evaluation of surge control under different scenarios utilizing the existing surge tank or a new
surge tank. This includes final design and services during construction for surge control of the
NWWRF Injection Wells.

NOW, THEREFORE, BE IT RESOLVED by and the City Council of the City of St.
Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 1 to
the Architect/Engineering Agreement between the City of St. Petersburg, Florida ("City") and
ASRus, LLC ("A/E Agreement") for professional engineering services related to the NWWRF
Reclaimed Water and Injection Well Improvements Project in an amount not to exceed $207,250,
for a total contract amount not to exceed $1,380,250 (Engineering Project No. 17053-111; Oracle
No. 15927).

This resolution shall become effective immediately upon its adoption.

Approved by:  
[Signature]
City Attorney (Designee)  
00324449

Approved by:  
[Signature]
Brejesh Prayman, P.E., SP, ENV  
Engineering & Capital Improvements Director
AMENDMENT TO ARCHITECT/ENGINEERING AGREEMENT DATED JANUARY 25, 2017 BETWEEN ASRUS, LLC AND THE CITY OF ST. PETERSBURG

THIS AMENDMENT ("Amendment") to the Architect/Engineering Agreement dated January 25, 2017 is made and entered into on this ____ day of _____________, 2017 by and between the City of St. Petersburg, Florida ("City") and ASRus, LLC ("A/E").

WITNESSETH:

WHEREAS, the City and A/E entered into an Architect/Engineering Agreement on January 25, 2017 for the Northwest Water Reclamation Facility Reclaimed Water and Injection Wells Improvement Project ("Agreement"), for A/E to perform professional engineering services (hereafter called "Services") as set forth in Appendix A — Scope of Services to that Agreement and in accordance with the Agreement and any subsequent Amendments for a not to exceed amount of $1,173,000; 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 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 a not to exceed amount of $207,250 for such additional Services requested to be performed in accordance with this Amendment and with Appendix A and Exhibit 1 to Appendix A, attached hereto and incorporated by reference herein, for a total revised Agreement amount not to exceed $1,380,250.

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 a not to exceed amount of
$207,250 as set forth in Exhibit 1 to Appendix A is hereby approved, for a total revised Agreement amount not to exceed $1,380,250.

4. A/E shall be responsible for the work performed by A/E and its subconsultants in accordance with the terms and conditions of the Agreement and the Scope of Services as modified by this Amendment; however, A/E shall not be responsible for work performed by other parties.

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)
APPENDIX A

PROJECT NO. 17053-111
ADDITIONAL SCOPE OF SERVICES
NORTHWEST WATER RECLAMATION FACILITY (NWWRF)
RECLAIMED WATER AND INJECTION WELLS IMPROVEMENTS

I. DESCRIPTION OF PROJECT

This project pertains to the addition of up to two injection wells at the City of St. Petersburg's (CITY's) Northwest Water Reclamation Facility (NWWRF) deep injection well (DIW) system and related well infrastructure. This project also includes improvements to the NWWRF pump station. Initial work authorized to be performed under this project included; a Project Kick-off and Scoping Meeting, an Injection Well Siting Meeting, preparation of a Class I Municipal Injection Well Construction Permit, preparation of Bid Documents including Technical Specifications and Drawings, services during well construction, a preliminary engineering and basis of design report.

In addition to the above scope of work, the Owners allowance was authorized for design of a fast track project at the NWWRF. CH2M, a Subconsultant to ASRus, has developed design drawings, specifications, and standard details for the fast-track package for use in construction by the City’s construction manager (CM). For reference, a description of package is as follows:

- Temporary Pumping to IW-3 – Diesel-driven, skid mounted, critically silenced, self-priming centrifugal pumps will be connected to the first onsite injection well being constructed (IW-3) within one week of the Injection well being completed in mid-August 2017. The diesel pumps are being direct purchased by the City. Temporary piping will convey water from the existing Chlorine Contact Chamber Effluent Channel to IW-3.

Amendment No. 1 will include professional engineering services during construction of the above referenced design package. CDM Smith, a Subconsultant to ASRus, will evaluate the existing surge control devices and make a recommendation on the selection of new surge control devices such as a new surge tank, valve controls and air valves at the well heads.

II. SCOPE OF SERVICES

The following tasks will be included in this Amendment:

Task 7 – Fast Track Services During Construction

Under this task, Engineer will provide services to support the City and CM during the construction phase of the following design package: Temporary Pumping to IW-3.

7.1. Preconstruction Meeting - ENGINEER will attend a preconstruction meeting with the CITY and the CM prior to the mobilization for each package.

7.2. Shop Drawings - ENGINEER will review and approve shop drawings and other CM submittals during construction. It is assumed that approximately 10 shop drawings will be needed with an average anticipated review effort of 6 labor hours each.

7.3. Requests for Information - When requested, and as approved by the City, ENGINEER will issue instructions to the CM; issue interpretations and clarifications of the Contract Documents
(RFI's) and in connection therewith prepare change orders for City's approval; have authority, as City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents; review work for general conformance with Contract Documents; and provide opinion to City on all claims of City and CM relating to the acceptability of the work or the interpretation of the requirements of the Contract documents pertaining to the execution and progress of the work.

It is assumed that approximately 14 RFIs will be needed with an average response effort of 2 labor hours each.

7.4. CM Pay Request Review - ENGINEER will review pay requests at the request of the City Inspector.

7.5. Construction Progress Meetings - ENGINEER will participate in monthly construction progress meetings to be hosted by the City, to review the status of the construction progress and provide an updated of submittals and RFIs. Up to 4 meetings are included in this task. It is assumed that the monthly construction progress meeting for these three design packages will occur at the same time.

7.6. CM Coordination - ENGINEER will participate in additional meetings and correspond to inquiries and recommendations from the CM during the design and construction phase. ENGINEER will coordinate with City and CM for review of plans, specifications, and other design documents during design development phase, and construction documents phase.

7.7. Part-time Field Observation - ENGINEER will provide part-time Field Observation services. Services will be provided a Field Representative. The ENGINEER Field Representative will work with City Infrastructure Inspection (CII) Staff to observe the construction of the work by the CM. These observations of the CM’s work in progress will be conducted for the purpose of providing the City a greater degree of confidence that the completed construction work conforms to the Contract Documents and that the integrity of the design concepts have been implemented and preserved by the CM. The Field Observer will be available for an average of 10 hours per week for a duration of 4 months while construction activities are occurring.

7.8. Technical Site Visits - ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the CM and to determine in general if such work is proceeding in accordance with the Contract Documents. It is anticipated that the ENGINEER will make four (4) discipline technical site visits to the site under this task. Designated discipline engineers will be present for necessary equipment and system startup and testing as a part of these site visits.

7.9. Substantial and Final Completion Inspections - ENGINEER will assist the City with inspections to determine if each design package is substantially complete and a final inspection to determine if the work has been completed in general conformance with the Contract Documents. A construction punch list will be prepared by unit process and discipline to track completion of work items. Based upon these inspections, ENGINEER will provide its recommendation to the City for final payment to the CM and give written notice to City and the CM that the work is acceptable (subject to any conditions, therein expressed).

7.10. As-builts - ENGINEER will revise the original construction drawings to reflect information provided by the CM regarding the as-constructed project including but not limited to red lines and a certified survey. Three (3) hard copies and one CAD version on CD-ROM disk will be submitted to the City in AUTOCAD format. ENGINEER will provide record drawings and
certification of construction completion to the FDEP to allow the new project to be placed in service.

Task 8 Surge Evaluation

Under this task, engineering services will be provided as described in the following subtasks:

8.1 Surge Protection Devices for Inclusion of Temporary Pumping Facilities at NWWRF for Proposed Injection Well #3

8.1.1 Site Visit and Surge Model Evaluation

This task includes a site visit and review of information. The purpose of the site visit is limited to the visual confirmation of existing drawings and equipment for the existing hydropneumatic surge tank and accessories, but not to assess the condition of the existing surge control tank/devices. The condition assessment of the existing surge tank and accessories can be performed for additional compensation if authorized.

A limited scope surge analysis will be performed for the selected alternative pumping configuration which may include the LSPS, HSPS and proposed temporary pump station and proposed pipeline and proposed well heads for flows to the proposed NWWRF Injection Well #3. The purpose of the limited surge analysis is to evaluate and make recommendation on the existing surge tank, valve control and air valve functions.

Specifically for the performance of this task, the surge analysis will be limited to the evaluation of the effects of transient caused from the power failure of the selected pumping configuration including power failure and start-up and shut down of the existing and proposed pumps of the selected temporary alternative configuration.

The model will be evaluated using SURGE2016 by the University of Kentucky. The approximate target injection flow is 15 mgd at 70 psi for each Injection Well #1 and #2 and 22 mgd at 100 psi for Injection Well #3.

The following data will be evaluated and requested of the City as appropriate:

- Estimated flow vs. pressure losses for proposed injection Well #3 to ENGINEER.
- Record drawings of existing pipelines, Low Service pump station, High Service Pump Station and
- Drawings of proposed Temporary Pump Facilities and pipelines;
- Existing and proposed pump performance curves, and record drawings of the existing surge tank.

8.1.2 Draft Technical Memorandum, Equipment Performance Criteria and Descriptions

ENGINEER will provide a Technical Memorandum (TM) which will summarize the findings and recommendations on surge tank, valve controls and air valves for the proposed temporary pumping configuration.

ENGINEER will solicit budget cost estimate quotes for the recommended equipment.

ENGINEER will conduct an internal quality and technical review of the surge model evaluation.
prior to transmittal. A draft Technical Memorandum will be provided.

8.1.3 Finalize Technical Memorandum and Review Meeting

ENGINEER will conduct one meeting with the City to discuss the draft TM and receive comments. The final TM will include agreed upon CITY written review comments.

ENGINEER will finalize the TM and will provide five hard copies and one electronic copy in pdf format.

8.2 Surge Protection Devices for Permanent Pumping Facilities at NWWRF for Existing Injection Wells #1 and #2 and Proposed Injection Wells #3 and #4.

Under this task, engineering services will be provided as described in the following:

8.2.1 Surge Model Evaluation

A limited scope surge analysis will be performed for the proposed permanent pump station, proposed pipeline and proposed well heads for flows to the existing NWWRF injection wells #1 and #2 and the proposed NWWRF Injection Wells #3 and #4. The purpose of the limited surge analysis is to evaluate surge protection devices that include valve control, air valve functions, and adequacy of the existing surge tank and size of a proposed surge tank, if recommended.

Specifically for the performance of this task, the surge analysis will be limited to the evaluation of the effects of transient caused from the power failure of the selected pumping configuration including power failure and start-up and shut down of the existing and proposed pumps of the selected permanent alternative configuration. Based on available information, ENGINEER understands that both the LSPS and HSPS will continue to pump to both the injection wells and/or reclaimed water distribution. It is also assumed that the existing surge tank is connected to both the injection wells and reclaimed water distribution.

The model will be evaluated using SURGE2016 by the University of Kentucky. The approximate target injection flow is 15 mgd at 70 psi for each Injection Well #1 and #2 and 22 mgd at 100 psi for each Injection Well #3 and #4.

The following information will be evaluated:

- An approximate flow vs. pressure loss for the injection flow rates for use in surge modeling and
- The proposed permanent piping alignment, material and diameters and proposed pump performance curves.

8.2.2 Draft Technical Memorandum, Equipment Specifications and Descriptions

ENGINEER will provide a Technical Memorandum (TM) which will summarize the findings and recommendations on selected valve controls and air valves for the proposed temporary facilities. The TM will include draft technical specifications and draft automation descriptions. Drawings can be provided for additional compensation to be negotiated separately. Specifications for a new Surge Tank can be provided for additional compensation to be negotiated separately.

ENGINEER will solicit budget cost estimate quotes for the recommended equipment.
ENGINEER will conduct an internal quality and technical review of the surge model evaluation prior to transmittal. A draft Technical Memorandum will be provided to the City (five hard copies and one electronic copy in pdf format).

8.2.3 Finalize Technical Memorandum and Review Meeting

ENGINEER will conduct one meeting with the City to discuss the draft TM and receive comments. The final TM will include agreed upon CITY written review comments.

ENGINEER will finalize the TM and will provide five hard copies and one electronic copy in pdf format.

8.3 ATTEND PROGRESS MEETINGS AS NEEDED

ENGINEER will attend up to four bi-weekly City progress meetings for the primary project which are to be held locally.

Assumptions

In addition to the assumptions listed in the above scope of work, the following items are assumed:

- ENGINEER is not responsible for Regulatory Agency delays.

- The construction duration will be up to 4 months. Additional construction time will cause additional fast-track services during construction. These additional services may be requested under this project's owner's allowance or through an additional amendment to this scope of work.

- Pump sizing is based on an assumed design flow rate for each injection well and permitted wellhead pressure. ENGINEER makes no warranty that the new injection wells will have the capacity to dispose of water at that design flow rate and wellhead pressure since the well has not been constructed. Modifications to the initial pump sizing will require additional funding by the City.

- All estimates of probable construction cost used for planning the project will be developed using the appropriate estimate class for completion of the design and consistent with Industry Standards, Association for the Advancement of Cost Engineering (AACE) adjusted for local site conditions. The final construction cost can only be determined after competitive bidding of the project by the CITY. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

- The work assignment does not include a site assessment to determine if the drilling sites or pipeline alignments contain contaminated groundwater or soils, landfill material, or items that may require an archeological investigation. If during the course of construction, conditions such as these are encountered, construction progress may be delayed until the appropriate actions are taken. The ENGINEER is in no way liable for delays in the project as a result of these events. No remediation activities or coordination of such activities are provided under this work assignment.
• WinHydro will be utilized to perform gravity-flow hydraulic modeling, which is a CH2M proprietary software. CH2M retains all rights to, and ownership to WinHydro.
• ENGINEER will utilize Applied Flow Technologies’ Fathom to perform pressurized-flow hydraulic modeling.
• No groundwater modeling will be required by ENGINEER.
• Additional reject and/or reclaimed water storage capacity will not be included in this scope of work.
• Regular progress update calls with outside stakeholders are not necessary.


### III. SCHEDULE

The following schedule applies to this Agreement.

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<td>Draft TM - 3 weeks from receipt of data&lt;br&gt;Final TM - 2 weeks after review comments</td>
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<tr>
<td>Task 8.3 - ATTEND PROGRESS MEETINGS AS NEEDED</td>
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### IV. A/E'S RESPONSIBILITIES

Consultant will provide the scope of work described herein including deliverables summarized in Section III. Schedule.

### V. CITY’S RESPONSIBILITIES

City will provide Engineer all available data, reports, and as built drawings requested by Engineer to perform the evaluations described in the scope of services.

### VI. DELIVERABLES

A list and schedule of deliverables is provided in Section III. Schedule.

### VII. A/E’S COMPENSATION

Compensation for services under this Amendment are summarized in the work task breakdown in Exhibit 1. Compensation shall be on a Not to Exceed basis inclusive of labor and expenses. The total for this Amendment including allowance is $207,250 ($120,860 for Task 7, $46,390 for Task 8, and $40,000 for allowance).

Engineer reserves the right to utilize hours and staff between tasks and labor classifications as required to complete the overall project as long as the total is not exceeded without authorization from the City.

This Amendment establishes an allowance in the amount of $40,000 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be
provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Amendment.

VIII. PROJECT TEAM

Assisting ASRus with the scope of work outlined in this amendment will be CH2M (Task 7) and CDM Smith (Task 8).
Exhibit 1
Work Task Breakdown
Exhibit 1
Work Task Breakdown
CITY of St. Petersburg Northwest WRF Reclaimed Water and Injection Wells Improvements

I. Manpower Estimate: All Tasks

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<td>PE Oversight &amp; Compliance</td>
<td>Resident Observation</td>
<td>Graphics</td>
<td>Admin</td>
<td>Admin/Repo</td>
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<tr>
<td>Employee Name</td>
<td>McNeal</td>
<td>Larkin</td>
<td>M. Clasen</td>
<td>Kohn</td>
<td>H. Clasen</td>
<td>Stuart</td>
<td>T. McNeal</td>
<td>TBD</td>
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| 2016 Billing Rates                | $150.00             | $130.00                     | $110.00                     | $120.00                     | $70.00          | $70.00           | $50.00        | $30.00   |

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II. Fee Calculation

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<tr>
<th>Task</th>
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<th>Expenses</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
<th>Total Cost Without Allowance</th>
<th>Total Cost With Allowance</th>
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<tr>
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<td>$7,493.80</td>
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</table>

III. Fee Limit

- Time and Materials Cost (Tasks 7 through 8) $167,249.80
- Allowance $40,000.00
- Total $207,249.80

IV. Notes:
1. Sum of each task.
2. Includes expenses for reproduction, postage, mileage, and miscellaneous charges.
3. Allowance to be used only upon City's written authorization.
4. Includes 5 percent markup of SUBCONSULTANT.
5. Portions of the work under each task could be re-assigned from ASRus to SUBCONSULTANTS or between SUBCONSULTANTS with approval of CITY and as long as the budget of each task does not change.
SUBCONSULTANT PROPOSALS
Subject: Northwest WRF Reclaimed Water and Injection Wells Improvements – Second Assignment

Dear Mr. McNeal,

Please find below our scope of work and fee for the Second Assignment under the City of St. Petersburg Northwest WRF Reclaimed Water and Injection Wells Improvements project, which provides professional engineering services during construction for the fast-track design packages identified below. (City Project No. 17053-111)

Scope of work

CH2M is currently developing design drawings, specifications, and standard details for one (1) fast-track package for use in construction by the City’s Construction Manager (CM), PCL Construction. This package is being developed under the first Owner’s Allowance Authorization of this project. For reference, a description of this package is as follows:

Temporary Pumping to IW-3 – Diesel-driven, skid mounted, critically silenced, self-priming centrifugal pumps will be connected to the first onsite injection well being constructed (IW-3) within one week of the injection well being completed in mid-August 2017. The diesel pumps are being direct purchased by the City. Temporary piping will convey water from the existing Chlorine Contact Chamber Effluent Channel to IW-3.

CH2M will assist ASRus with the following tasks outlined in their scope of work as detailed below.

Task 7 – Fast Track Services during Construction

Under this task, CH2M will provide services to support the City and CM during the construction phase of the following design package: Temporary Pumping to IW-3.

7.1. Preconstruction Meeting - CH2M will attend a preconstruction meeting with the CITY and the CM prior to the mobilization for each package.

7.2. Shop Drawings - CH2M will review and approve shop drawings and other CM submittals during construction. It is assumed that approximately 10 shop drawings will be needed with an average anticipated review effort of 6 labor hours each.

7.3. Requests for Information - When requested, and as approved by the City, CH2M will issue instructions to the CM; issue interpretations and clarifications of the Contract Documents (RFI’s) and in connection therewith prepare change orders for City’s approval; have authority, as City’s
representative, to require special inspection or testing of the work; act as initial interpreter of
the requirements of the Contract Documents; review work for general conformance with
Contract Documents; and provide opinion to City on all claims of City and CM relating to the
acceptability of the work or the interpretation of the requirements of the Contract documents
pertaining to the execution and progress of the work.

It is assumed that approximately 14 RFIs will be needed with an average response effort of 2
labor hours each.

7.4. CM Pay Request Review - CH2M will review pay requests at the request of the City inspector.

7.5. Construction Progress Meetings - CH2M will participate in monthly construction progress
meetings to be hosted by the City, to review the status of the construction progress and provide
an updated of submittals and RFIs. Up to 4 meetings are included in this task. It is assumed that
the monthly construction progress meeting for these three design packages will occur at the
same time.

7.6. CM Coordination - CH2M will participate in additional meetings and correspond to inquiries and
recommendations from the CM during the design and construction phase. CH2M will
coordinate with City and CM for review of plans, specifications, and other design documents
during design development phase, and construction documents phase.

7.7. Part-time Field Observation - CH2M will provide part-time Field Observation services. Services
will be provided a Field Representative. The CH2M Field Representative will work with City
Infrastructure Inspection (CII) Staff to observe the construction of the work by the CM. These
observations of the CM’s work in progress will be conducted for the purpose of providing the
City a greater degree of confidence that the completed construction work conforms to the
Contract Documents and that the integrity of the design concepts have been implemented and
preserved by the CM. The Field Observer will be available for an average of 10 hours per week
for a duration of 4 months while construction activities are occurring.

7.8. Technical Site Visits - CH2M engineers will make visits to the site at intervals appropriate to the
various stages of construction to observe as an experienced and qualified design professional
the progress and quality of the executed work of the CM and to determine in general if such
work is proceeding in accordance with the Contract Documents. It is anticipated that the CH2M
will make four (4) discipline technical site visits to the site under this task. Designated discipline
engineers will be present for necessary equipment and system startup and testing as a part of
these site visits.

7.9. Substantial and Final Completion Inspections - CH2M will assist the City with inspections to
determine if each design package is substantially complete and a final inspection to determine if
the work has been completed in general conformance with the Contract Documents. A
construction punch list will be prepared by unit process and discipline to track completion of
work items. Based upon these inspections, CH2M will provide its recommendation to the City
for final payment to the CM and give written notice to City and the CM that the work is
acceptable (subject to any conditions, therein expressed).

7.10. As-builts - CH2M will revise the original construction drawings to reflect information provided by
the CM regarding the as-constructed project including but not limited to red lines and a certified
survey. Three (3) hard copies and one CAD version on CD-ROM disk will be submitted to the City
in AUTOCAD format. CH2M will provide record drawings and certification of construction
completion to the FDEP to allow the new project to be placed in service.
7.11. Project Management - CH2M will provide project management and administrative services in support of the services during construction phase of this project. Tasks will include, but are not limited to preparing invoices and project status reports, tracking and managing SDC phase budgets, coordinating and planning staff utilization, coordinating and overseeing deliverables, and miscellaneous administrative services related to the implementation of the project.

7.12. CH2M and CH2M's personnel has no authority to exercise any control over any CM or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the CM(s) or other entity or any other persons at the site except Engineer's own personnel. The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the CM. Engineer neither guarantees the performance of the CM nor assumes responsibility for CM's failure to perform work in accordance with the construction documents. CM shall facilitate the as-built drawings and the procurement of warranties and guarantees.

Assumptions

In addition to the assumptions listed in the above scope of work, the following items are assumed:

- CH2M is not responsible for Regulatory Agency delays.
- The construction duration will be up to 4 months. Additional construction time will cause additional fast-track services during construction. These additional services may be requested under this project's owner's allowance or through an additional amendment to this scope of work.
- Pump sizing is based on an assumed design flow rate for each injection well and permitted wellhead pressure. CH2M makes no warranty that the new injection wells will have the capacity to dispose of water at that design flow rate and wellhead pressure since the well has not been constructed. Modifications to the initial pump sizing will require additional funding by the City.
- All estimates of probable construction cost used for planning the project will be developed using the appropriate estimate class for completion of the design and consistent with Industry Standards, Association for the Advancement of Cost Engineering (AACE) adjusted for local site conditions. The final construction cost can only be determined after competitive bidding of the project by the CITY. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CH2M has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CH2M makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CH2M's opinions, analyses, projections, or estimates.
- The work assignment does not include a site assessment to determine if the drilling sites or pipeline alignments contain contaminated groundwater or soils, landfill material, or items that may require an archeological investigation. If during the course of construction, conditions such as these are encountered, construction progress may be delayed until the appropriate actions are taken. The Consultant is in no way liable for delays in the project as a result of these events. No remediation activities or coordination of such activities are provided under this work assignment.
CH2M will utilize WinHydro to perform gravity-flow hydraulic modeling, which is a CH2M proprietary software. CH2M retains all rights to, and ownership to WinHydro.

CH2M will utilize Applied Flow Technologies' Fathom to perform pressurized-flow hydraulic modeling.

No groundwater modeling will be required by CH2M.

Additional reject and/or reclaimed water storage capacity will not be included in this scope of work.

Regular progress update calls with outside stakeholders are not necessary.

Schedule

The schedule for the above scope of work is described in Attachment 1.

Fee, Monthly Status Report, and Invoicing

For the above described SCOPE OF SERVICES comprising Task 7, ASRus shall compensate CH2M on a Time and Materials basis in the total amount of $110,000 inclusive of labor and expenses. Labor will be calculated using a 2.82 raw labor multiplier. Expenses will be billed at cost.

Invoices will be submitted monthly based on the labor and expenses accrued through the billing period indicated on each invoice.

The following table provides a breakdown of the fee for each task.

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<tr>
<th>Task</th>
<th>Fee</th>
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<td>7 – Fast Track Services during Construction</td>
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<td>Time and Materials</td>
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<td>Total Fee</td>
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Deliverables

All deliverables will only be provided electronically to the City. The following deliverables outlined in this scope of work are summarized by Task below:

Task 7 – TBD

Regards,

CH2M HILL Engineers, Inc.

Niel H. Postlethwait, P.E

Operations Manager
# Work Task Breakdown

**NWWRF Reclaimed Water and Injection Wells Improvements - Second Assignment**  
City of St. Petersburg, FL

## I. Manpower Estimate: All Tasks

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<thead>
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<th>Task</th>
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## II. Fee Calculation

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<th>Profit (20%)</th>
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## III. Fee Limit

**Time and Materials Cost - Task 7**  
$110,000

## IV. Notes:

1. Salaries shown represent 2016 labor rates. Actual rates may vary depending on personnel utilized.
2. Includes expenses for mileage to the water reclamation facilities, postage, reprographics, communications and computer charges.
EXHIBIT A
DESCRIPTION OF BASIC SUBCONTRACTOR SERVICES AND RELATED MATTERS

NWWRF RECLAIMED WATER & INJECTION WELLS IMPROVEMENTS PROJECT – CITY PROJECT NO. 17053-111

SERVICES RELATED TO NWWRF INJECTION WELL IMPROVEMENTS – SURGE EVALUATIONS

CITY OF ST. PETERSBURG, FL

BACKGROUND

ASRus, LLC (hereinafter referred to as ASRus) executed a Prime Agreement with the City of St. Petersburg (hereinafter referred to as CITY) for the above project, and ASRus now desires to engage CDM Smith Inc. (hereinafter referred to as CDM Smith) as a Subconsultant to provide professional engineering services described below.

ASRus represents that its scope with the CITY includes providing the CITY with professional engineering services to improve the existing well heads and piping, add up to two new injection wells and a temporary pump station in the form of procurement documents. CDM Smith understands that the existing surge tank is connected to both the Low Service Pump Station (LSPS), High Service Pump Station (HSPS) and the Reclaimed Water Distribution System. It is understood the existing surge tank is connected to both the injection wells and reclaimed water distribution. We also understand ASRus will provide CDM Smith with one selected alternative for temporary pumping configuration and one selected alternative for the permanent pumping configuration. Under this Agreement, CDM Smith will make recommendations on

1. Existing surge protection devices as a result of the connection of the selected temporary improvements (pumping and piping facilities at NWWRF for existing injection wells #1 and #2 and proposed injection wells #3. (Design Package 1)

2. Surge protection devices for the selected proposed permanent pumping facilities at NWWRF for existing injection wells #1 and #2 and proposed injection wells #3 and #4. (Design Package 3/4)

Under this Agreement, CDM Smith will evaluate the existing surge control devices and make a recommendation on the selection of new surge control devices such as a new surge tank, valve controls and air valves at the well heads.

SCOPE OF SERVICES

The services have been broken into six tasks as presented below.

TASK 1 SURGE PROTECTION DEVICES FOR INCLUSION OF TEMPORARY PUMPING FACILITIES AT NWWRF FOR PROPOSED INJECTION WELLS #3 (NWWRF DESIGN PACKAGE 1)
Task 1.1 Site Visit and Surge Model Evaluation

This task includes a site visit and review of information. The purpose of the site visit is limited to the visual confirmation of existing drawings and equipment for the existing hydro pneumatic surge tank and accessories, but not to assess the condition of the existing surge control tank/devices. The condition assessment of the existing surge tank and accessories can be performed for additional compensation if authorized.

A limited scope surge analysis will be performed for the selected alternative pumping configuration which may include the LSPS, HSPS and proposed temporary pump station and proposed pipeline and proposed well heads for flows to the proposed NWWRF Injection Well #3. The purpose of the limited surge analysis is to evaluate and make recommendation on the existing surge tank, valve control and air valve functions.

Specifically for the performance of this task, the surge analysis will be limited to the evaluation of the effects of transient caused from the power failure of the selected pumping configuration including power failure and start-up and shut down of the existing and proposed pumps of the selected temporary alternative configuration.

The model will be evaluated using SURGE2015 by the University of Kentucky. Based on information provided by ARSUs, CDM Smith understands the approximate target injection flow is 15 mgd at 70 psi for each Injection Well #1 and #2 and 22 mgd at 100 psi for each Injection Well #3.

ARSUs will provide (CDM Smith will assist by making specific data requests to ARSUs/City staff and coordinate with ARSUs/City to obtain) the following:

- Estimated flow vs. pressure losses for proposed injection Well #3 to CDM Smith.
- Record drawings of existing pipelines, Low Service pump station, High Service Pump Station and
drawings of proposed Temporary Pump Facilities and pipelines;
- existing and proposed pump performance curves, and
- record drawings of the existing surge tank.

Task 1.2 DRAFT TECHNICAL MEMORANDUM, EQUIPMENT SPECIFICATIONS AND DESCRIPTIONS

CDM Smith will provide a Technical Memorandum (TM) which will summarize the findings and recommendations on surge tank, valve controls and air valves for the proposed temporary pumping configuration.

CDM Smith will solicit budget cost estimate quotes for the recommended equipment from Task 1.1.

CDM Smith will conduct an internal quality and technical review of the surge model evaluation in Task 1.1 prior to transmittal. A draft Technical Memorandum will be provided to ARSUs for purposes of transmitting to ARSUs five hard copies and one electronic copy in pdf format).
TASK 1.3 — FINALIZE TECHNICAL MEMORANDUM AND REVIEW MEETING

CDM Smith will conduct one meeting with ASRus and the City to discuss the draft TM and receive comments. The final TM will include agreed upon ASRus and CITY written review comments.

CDM Smith will finalize the TM and will provide five hard copies and one electronic copy in pdf format.

TASK 2 SURGE PROTECTION DEVICES FOR PERMANENT PUMPING FACILITIES AT NWWRF FOR EXISTING INJECTION WELLS #1 AND #2 AND PROPOSED INJECTION WELLS #3 AND #4. (DESIGN PACKAGE 3/4)

Task 2.1 Surge Model Evaluation

A limited scope surge analysis will be performed for the proposed permanent pump station, proposed pipeline and proposed well heads for flows to the existing NWWRF injection wells #1 and #2 and the proposed NWWRF Injection Wells #3 and #4. The purpose of the limited surge analysis is to evaluate surge protection devices that include valve control, air valve functions, and adequacy of the existing surge tank and size of a proposed surge tank, if recommended.

Specifically for the performance of this task, the surge analysis will be limited to the evaluation of the effects of transient caused from the power failure of the selected pumping configuration including power failure and start-up and shut down of the existing and proposed pumps of the selected permanent alternative configuration. Based on information provided by ARSus and the CITY, CDM Smith understands that both the LSPS and HSPS will continue to pump to both the injection wells and/or reclaimed water distribution. We also understand the existing surge tank is connected to both the injection wells and reclaimed water distribution.

The model will be evaluated using SURGE2016 by the University of Kentucky. Based on information provided by ARSus, CDM Smith understands the approximate target injection flow is 15 mgd at 70 psi for each Injection Well #1 and #2 and 22 mgd at 100 psi for each Injection Well #3 and #4.

ASRus will provide the following:

- an approximate flow vs. pressure loss for the injection flow rates for use in surge modeling and
- the proposed permanent piping alignment, material and diameters and
- proposed pump performance curves.

Task 2.2 DRAFT TECHNICAL MEMORANDUM, EQUIPMENT SPECIFICATIONS AND DESCRIPTIONS

CDM Smith will provide a Technical Memorandum (TM) which will summarize the findings and recommendations on selected valve controls and air valves for the
proposed temporary facilities The TM will include draft technical specifications and draft automation descriptions. Drawings can be provided for additional compensation to be negotiated separately. Specifications for a new Surge Tank can be provided for additional compensation to be negotiated separately.

CDM Smith will solicit budget cost estimate quotes for the recommended equipment from Task 2.1.

CDM Smith will conduct an internal quality and technical review of the surge model evaluation in Task 2.1 prior to transmittal. A draft Technical Memorandum will be provided to ASRus for purposes of transmitting to City (five hard copies and one electronic copy in pdf format)

**TASK 2.3 – FINALIZE TECHNICAL MEMORANDUM AND REVIEW MEETING**

CDM Smith will conduct one meeting with ASRus and the City to discuss the draft TM and receive comments. The final TM will include agreed upon ASRus and CITY written review comments.

CDM Smith will finalize the TM and will provide five hard copies and one electronic copy in pdf format.

**TASK 3 – ATTEND PROGRESS MEETINGS AS NEEDED**

CDM Smith will attend up to four bi-weekly City progress meetings for the primary project which are to be held locally. Our estimate is based on the attendance of a single professional engineer from CDM Smith.

**TASK 4 – ADDITIONAL SERVICES ALLOWANCE**

CDM Smith will perform additional services beyond the scope of work related to the project as specifically requests by ASRus in writing up to the project budget allowance limit.

Note: Surge evaluation and modeling will be accomplished using assumptions for injection well flow vs. pressure provided to CDM Smith. As part of future final design services of the surge control devices and for additional compensation, the recommended surge tank and valve control settings should be confirmed using the surge model. The field test data necessary is the recorded flow vs. pressure following 1) acidization of existing Injection Wells #1 and #2 and 2) installed injection wells #3 and #4 to be accomplished by others at a later date.

**SCHEDULE**

The following schedule applies to this Agreement.

<table>
<thead>
<tr>
<th>Task/Deliverable</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 - SURGE PROTECTION DEVICES FOR INCLUSION OF TEMPORARY PUMPING FACILITIES AT NWWRF FOR</td>
<td>3 weeks from receipt of data to be provided by ASRus</td>
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PROPOSED INJECTION WELLS #3
(NWWRF DESIGN PACKAGE 1)

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Duration</th>
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<tr>
<td>Task 2</td>
<td>SURGE PROTECTION DEVICES FOR PERMANENT PUMPING FACILITIES AT NWWRF FOR EXISTING INJECTION WELLS #1 AND #2 AND PROPOSED INJECTION WELLS #3 AND #4. (DESIGN PACKAGE 3/4)</td>
<td>3 weeks from receipt of data to be provided by ASRus</td>
</tr>
<tr>
<td>Task 3</td>
<td>ATTEND PROGRESS MEETINGS AS NEEDED</td>
<td>TBD</td>
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<tr>
<td>Task 4</td>
<td>ADDITIONAL SERVICES ALLOWANCE</td>
<td>As needed</td>
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COMPENSATION and CONSIDERATIONS

Compensation for services under this Task Authorization shall be determined based on the hourly salary rates and multipliers, expenses, and subconsultant and subcontractor costs. Table 1 presents the budget for the services as outlined in the scope. The compensation for base services is estimated to be $37,876.00. An allowance of $2,000.00 for additional as-needed services has been included and requires authorization in writing. The total compensation for the performance of services, based on the items outlined in this scope of services, is $39,876.00. CDM Smith reserves the right to utilize hours and staff between tasks and labor classifications as required to complete the overall project as long as the total is not exceeded without authorization from ASRus.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 1, 2017

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute Task Order No. 16-04-KCA/STB to the architect/engineering agreement dated July 19, 2016 between the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corporation ("Kisinger Campo") in an amount not to exceed $199,912.21 for Kisinger Campo to provide professional engineering consulting services pertaining to the design of roadway improvements at three (3) intersections within the Carillon Business Park. (Engineering Project No. 17074-112; Oracle No. 15645); and providing an effective date.

EXPLANATION: On July 19, 2016, the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corporation entered into an architect/engineering agreement ("A/E Agreement" to provide miscellaneous professional services for Stormwater Management, Transportation & Bridge Improvement Projects.

City Transportation staff and Administration have been in ongoing discussions with several stakeholders regarding growing concerns about traffic congestion in and around the Carillon Office Park. These discussions have included dialogue with a broad group of businesses within the Gateway area and more focused discussions including the FDOT, Echelon as developer of Carillon and Raymond James. While the FDOT is making several major investments in improving traffic flow on the major roadways around the park on Roosevelt (including a new parallel multi-use trail) and Ulmerton Road, there are several needed improvements within city-owned and maintained public roadways within Carillon. Significant delays have been occurring at major intersections within and on the ingress/egress intersections of the development. To begin to address these delays, a major city intersection improvement was completed last year when a 3rd left turn lane was constructed at Carillon Drive and Ulmerton Road, along with an additional turn lane to exit Feather Sound from Egret Drive on the opposite side of Ulmerton Road from Carillon Drive. This improvement has improved traffic flow to exit the development as planned, however, additional similar intersections need added turn lane capacity. Other recent improvements to the roadways within Carillon Park include resurfacing with new sharrows and RRFB installations to enhance bicycle and pedestrian mobility and safety.

As part of the FY 2017 budget, $2.5 million dollars of transportation impact fees previously collected from within the district is allocated for additional intersection modifications within Carillon. Task Order No. 16-04-KCA/STB, in the amount of $199,912.21 provides for the design of roadway improvements, drainage, signing and pavement markings, the replacement of two (2) existing mast arm signals, landscaping, roadway widening to increase turn lane capacity, utility coordination, and lighting of three (3) intersections and approaches. In coordination with the FDOT and the Carillon Office Park development the following roadway widening and intersection improvements are proposed:
1) Add northbound to westbound third left turn lane at Ulmerton Road (SR 686) and Carillon Parkway/Feather Sound Drive,

2) Widen eastbound Lake Carillion Drive to accept added traffic from additional through and turn lane capacity currently under construction by the FDOT at Roosevelt Blvd, (SR 688) and 28th Street/Lake Carillon Drive,

3) Add eastbound second left turn lane on Lake Carillion Drive at Carillon Parkway and Lake Carillon Drive, add southbound right turn lane storage on Carillon Parkway, and add westbound left turn storage on Lake Carillon Drive.

Echelon, other area businesses and Raymond James are all appreciative of FDOT and the City’s efforts to improve traffic flow in and around the park. Raymond James continues in their growth mode and in addition to making strategic corporate acquisitions, has purchased three additional buildings within Carillon; the 740, 780 and 800 Carillon Parkway buildings, which they will also renovate with more than $10 million in improvements. Raymond James considers drive time and ease of access to the worksite as a critical component of job recruitment and retention of highly skilled associates. Raymond James plans to add at least 650 additional associates on their expanded corporate headquarters campus and has stated that the decision to acquire the buildings and the creation of these new St. Petersburg jobs was significantly influenced by the City’s and FDOT’s commitments to improve access in and around Carillon.

Construction of this project will not exceed $2,000,000.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 16-04-KCA/STB with Kisinger Campo & Associates, Corporation in the amount not to exceed $199,912.21, for professional engineering services in association with design of roadways improvements of three (3) intersections at Carillon Parkway area. (Engineering Project No. 17074-112; Oracle No. 15645)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Transportation Impact Fees Capital Projects Fund (3071), Carillon Intersection Modifications Project (15645).

ATTACHMENTS: Resolution

APPROVALS: 

[Signatures]

Administration

[Signature]

Budget

[Signature]
RESOLUTION 2017-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-04-KCA/STB TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 19, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND KISINGER CAMPO & ASSOCIATES, CORPORATION ("KISINGER CAMPO") IN AN AMOUNT NOT TO EXCEED $199,912.21 FOR KISINGER CAMPO TO PROVIDE PROFESSIONAL ENGINEERING CONSULTING SERVICES PERTAINING TO THE DESIGN OF ROADWAY IMPROVEMENTS AT THREE (3) INTERSECTIONS WITHIN THE CARILLON BUSINESS PARK. (ENGINEERING PROJECT NO. 17074-112; ORACLE NO. 15645); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Kisinger Campo & Associates, Corporation ("Kisinger Campo") entered into an architect/engineering agreement on July 19, 2016 for Kisinger Campo to provide miscellaneous professional services for Stormwater Management, Transportation & Bridge Improvement Projects; and

WHEREAS, Task Order No. 16-04-KCA/STB in the amount of $199,912.21 requires Kisinger Campo to provide for the design of roadway improvements, in coordination with the FDOT, at three (3) intersections and approaches within the Carillon Business Park.

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 Task Order No. 16-04-KCA/STB to the architect/engineering agreement dated July 19, 2016 between the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corporation ("Kisinger Campo") in an amount not to exceed $199,912.21 for Kisinger Campo to provide professional engineering consulting services pertaining to the design of roadway improvements at three (3) intersections within the Carillon Business Park. (Engineering Project No. 17074-112; Oracle No. 15645)

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signatures]

City Attorney (designee)
00324236

Michael Prayman, P.E., ENV SP
Engineering & Capital Improvements Director
Widen Lake Carillon Dr. EB approximately 400' to allow for a continuous 4-lane section.

Modify pork-chop and widen shoulder to allow for a dual right turn lane.
Use existing median to shift lanes to the east to allow for an extended right turn lane, median will be closed.

Widen Lake Carillon Dr WB for Approximately 250' to allow for a continuous 4-lane section.

Use existing wide median to add second left turn lane.

Modify through lane to a through-right.

1) b. ii. & 1) c. i. ii. iii.
Eradicate the existing chevrons and add striping and pavement arrows to allow for right turns at the intersection.
Eradicate the existing chevrons and add striping and pavement marking arrows to allow for right turns at the intersection.
CARILLON PARK 
INTERSECTION IMPROVEMENTS 

1: ULMERTON RD & CARILLON PARKWAY/FEATHERSOUND DR 
2: ROOSEVELT BLVD & 28TH ST/LAKE CARILLON DR 
3: CARILLON PARKWAY & LAKE CARILLON DR 

CARILLON PARK 
INTERSECTION IMPROVEMENTS
This Task Order No. 16-04-KCA/STB is made and entered into this ___ day of ____________, 20__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES, FOR STORMWATER MANAGEMENT, TRANSPORTATION & BRIDGE IMPROVEMENT PROJECTS dated July 19, 2016 ("Agreement") between Kisinger Campo & Associates, Corp. ("A/E"), and the City of St. Petersburg, Florida ("CITY"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT
This is a proposal to assist the CITY with the engineering design and construction documents for three (3) intersections that were identified within the Traffic Technical Memorandum dated June 2016 and are summarized below:

1. Ulmerton Road (SR 686) and Carillon Parkway/Feather Sound Drive.
2. Roosevelt Blvd. (SR 688) and 28th Street/Lake Carillon Drive
3. Carillon Parkway and Lake Carillon Drive

The design elements above include roadway improvements, drainage, signing and pavement markings, the replacement of two (2) existing mast arm signals, landscaping, utility coordination and lighting.

II. SCOPE OF SERVICES
Specific services to be provided under this Task Order include the following:

Task 1. Pre-Design Meeting
The A/E will schedule one (1) pre-design meeting with the CITY Staff prior to commencement of the design process. The objective for the meeting will be to establish and/or confirm the design elements, analyses, as well as materials and equipment for the traffic signal installation required by the CITY.

Task 2. Data Collection
Data collection will consist of the following sub-tasks:

Subtask 2.A – Existing Conditions
The A/E will undertake a field visit for the purposes of recording existing geometry, above-ground visual and physical conditions, and existing characteristics of the three (3) intersections listed above. The CITY will provide the A/E with the existing survey for each Intersection.

Subtask 2.B - Utilities Information
The A/E in conjunction with the CITY will be responsible for coordinating the design work with the public and private utility agencies and companies having existing and/or planned facilities within the limits of the project. Prior to the 60% complete design phase, A/E shall
notify (via e-mail) all public and private utilities that may have utilities within the project limits. Notification shall include a description of the project and an outline of the design schedule. The A/E's transmittal letter will include notification of the utility coordination meeting date and time that has been established by coordination with the CITY. The A/E will forward a copy of the transmittal letters to the CITY. Two sets of complete design drawings are to accompany the letter, one set to be returned by the Utility Owner to the A/E showing the layout of their existing utilities, the second set to assist the utility in initiating utilities relocation design. A/E shall provide the utility agencies and companies two sets of plans at the 60%, 90% and 100% complete design phases. At the 60% complete design phase, the utility agencies and companies will be instructed to return one (1) set of marked up plans to A/E showing their utility relocation, adjustment and new facilities design, as well as existing utilities to remain. For scheduling purposes, the Utility Owners would be assumed to provide their completed designs at a maximum of 4 weeks following the utility coordination meeting or an adjustment to the A/E's schedule will be required.

Subtask 2.C – Public Involvement
The A/E in conjunction with the CITY will participate in meetings with the Carillon Park business/representatives that are coordinated by the CITY. The A/E's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. The A/E will include comments in the 90% plan submittal.

Task 3. Roadway Design
The project consists of certain intersection improvements at the intersections identified above. A sketch of these improvements are attached to this scope and include:

1. Ulmerton Road and Carillon Parkway/ Feather Sound Drive
   a. Add a northbound to westbound third left turn lane from Carillon Pkwy. To Ulmerton Rd. to provide approximately 175 of storage length.

2. Roosevelt Blvd. and 28th Street/Lake Carillon Drive
   a. Widen eastbound Lake Carillon Drive to provide 3 receiving, thru lanes for the three right turn lanes being constructed by FDOT.
   b. Convert existing, outside, eastbound left turn lane on 28th Street to a through lane only.

3. Carillon Parkway and Lake Carillon Drive
   a. Widen eastbound Lake Carillon Drive to accommodate the addition of a second left turn lane.
   b. Convert the existing outside thru lane to a thru / right turn lane.
   c. Widen existing median to provide additional southbound, right turn lane storage on Carillon Parkway approaching the Lake Carillon Drive intersection. The median north of Lake Carillon will be closed.
   d. Widen westbound Lake Carillon Drive, west of the Carillon Parkway intersection, in order to maximize the left turn lane storage.

The A/E will perform initial site investigations and collect pertinent data regarding existing right-of-way, drainage systems, lane widths, utilities, and adjacent structures. The A/E will
review and field verify survey information, provided by the CITY, prior to initiating the
ter preparation of construction drawings. Using this Information, the A/E will prepare 30% level
drawings depicting the proposed improvements and submit these drawings (In PDF and
11x17 formats) to the CITY for review and coordination with the Utility Companies. A review
meeting will be conducted between the A/E and the CITY to address comments by the CITY
and the Utility Companies. A/E will also aid, as necessary, in the preparation of Legal
Descriptions that may be required to obtain any necessary easements.

The A/E will incorporate comments received from the 30% reviews and begin the
preparation of 60% construction plans. These plans will include the above items as
necessary for each intersection. It will also include additional details such as typical
sections, cross sections, drainage structure locations, and pipe size and inverts. The A/E
will follow FDOT design standards and details and will provide specific details for special
circumstances not covered by FDOT Standards. The A/E will submit 60% drawings (in PDF and
11x17 formats) to the CITY for review and comments. A review meeting will be held
between the A/E and the CITY to receive comments.

The A/E will incorporate comments received from the 60% reviews and begin the
preparation of 90% construction plans. These plans will include utility relocations provided
by the Utility Companies. The A/E will submit 90% drawings (in PDF and '11x17 formats) to
the CITY for review and comments. Technical Specifications will be provided in the form of
plan notes referencing FDOT specifications or new specifications for items not covered by
FDOT. A review meeting will be held between the A/E and the CITY to receive comments.

The A/E will incorporate 90% review comments and provide final bid documents to the CITY
for advertising. The A/E will also provide an opinion of probable construction costs for the
Intersection improvements and provide the CITY with a list of bid items.

Task 4. Drainage/Stormwater Design
The proposed drainage system for the intersection improvements at the intersections
identified above consist of modifying the existing open and closed drainage systems based
on the additional turn lanes. All elements needed to design and construct the conveyance
system will be provided to the CITY. The fee does not include hours to compete the
following tasks:

- This scope assumes the project will be exempt from obtaining a permit from the
  water management district (per 62-330.051). No hours have been included to
design a treatment or attenuation facility. The consultant will meet with SWFWMD
to verify that this project is in fact exempt.

- The following items will not be included as part of the design or in the plan set:
drainage structure cross sections (design information for drainage structures to be
  provided in text format elsewhere in the plans), drainage maps will not be included
  in the plan set, no optional culvert materials analysis will be provided and a
summary of drainage structure sheet will not be provided.
Task 5. Traffic Engineering
Traffic Engineering will consist of the following sub-tasks:

Subtask 5.A – Traffic Signalization Plans
The A/E will prepare the traffic signal design plans in accordance with the CITY requirements, and the Florida Department of Transportation (FDOT) Standards and Specifications. The A/E will coordinate with the CITY and the Carillon Developer for requirements on equipment to be specified in the plans. If agreed upon with the CITY, the A/E will prepare plans which will consist of the following sheets: Key Sheet; Note Sheet(s); Tabulation of Quantities Sheet; Plan Layout Sheet(s); Mast Arm Pole Schedule; Mast Arm Assemblies Design Table; Guide Signs Worksheet(s); and Detail Sheet(s). As part of the Plan Layout Sheet(s), overhead and/or pedestrian traffic signal display details, conduit and pull boxes, traffic signal controller timing chart with proposed timings, signal operating plan, vehicle detection assignment chart, and overhead street name sign details will be included in the design.

In addition to the above, the A/E will prepare structural calculations in accordance with the FDOT standard procedure for the mast arm signal supports. It is anticipated that special mast arms (details to be provided by the developer) will be used on non-State roadways, while FDOT standard poles and mast arms will be applicable for State road signal designs. The A/E will prepare the FDOT Mathcad calculations to support the pole selection. All mast arm structures, including those on FDOT facilities, are anticipated to be painted Dark Bronze, using Federal Standard No. 595, Color 20040.

The A/E will schedule one (1) meeting upon completion of the 90% design plans with the CITY to review the preliminary design and the proposed locations of the mast arms. Upon review of these plans, the CITY shall provide any comments to the A/E concerning the 90% design plans for consideration into the designs. Based upon the above comments, the A/E will revise the plans and submit final traffic signal design plans to the CITY. If any further comments are received from the CITY regarding this submittal, the A/E will revise the plans a second time and resubmit the final plans to the CITY. The A/E will submit electronic copies of the plans in PDF and AutoCAD format to the CITY. Signed and sealed plans will be included in the final submittal to the CITY in addition to the electronic files.

Subtask 5.B – Signing and Pavement Marking Plans
The A/E shall prepare signing and pavement marking plans that are consistent with the CITY’s approved intersection improvements.

Subtask 5.C – Maintenance of Traffic (MOT)
The A/E shall develop traffic control general notes in accordance with Standard Index 600 and the City’s standard notes.

Task 6. Opinion of Probable Construction Costs
Upon approval of the final design plans by the CITY, the A/E will prepare an Opinion of Probable Construction Costs (OPCC) for the plans. The OPCC will be formulated utilizing the current FDOT Average Unit Item Price information or any other method mutually acceptable to both the CITY and the A/E. The OPCC will be transmitted in a spreadsheet.
format that the CITY may revise and use as a bid tabulation form if so desired. The OPCC will be suitable for planning purposes, but will not provide any guarantee of maximum or expected price for the actual construction.

Because the A/E does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of experience and judgment as a qualified professional, familiar with the Industry. The A/E cannot and does not guarantee that proposals, bids or actual costs will not vary from his/her opinions of cost. If the CITY wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. The A/E’s services required to bring costs within any limitation established by the CITY will be paid for as Additional Services.

Task 7. Geotechnical Exploration
The A/E’s geotechnical sub-consultant will obtain one (1) 25‘ Standard Penetration Test (SPT) boring for a proposed mast arm location. Based on the preliminary scope of the intersection improvements, up to six (6) SPT borings to a depth of approximately 10 feet, eighteen (18) auger borings to a depth of approximately 5 feet, and eight (8) pavement cores within the proposed intersection improvement limits will be performed for the geotechnical exploration scope of services. The A/E will sub-contract with a qualified geotechnical engineering firm to provide the above indicated scope of work which will include a Geotechnical Report and Report of Core Boring Sheets in accordance with FDOT Standards.

Task 8. Subsurface Utility Engineering
The A/E’s sub-consultant will obtain Subsurface Utility Engineering (SUE) designating of all known underground utilities in (1) quadrants of each Carillon Pkwy and Carillon Dr. and provide the horizontal location only of the results of the quadrants designation to the prime consultant. In addition, the A/E’s sub-consultant will and perform locating locates (test holes) to investigate at the anticipated (1) proposed mast arm locations of the subject intersections. A sign and sealed Surveyor’s report will be provided depicted the locates results with the horizontal and vertical position of each test hole. The anticipated mast arm locations will be determined as part of the preliminary design review at the 60% design plan submittal. The A/E will sub-contract with a qualified subsurface utility engineering firm to provide soft dig information investigation for each proposed mast arm traffic signal support and to develop a Utility Plan Sheet in accordance with FDOT Standards.

Task 9. Bid Document Preparation / Bid Assistance
The A/E will assist the City with the preparation of the final bid documents for advertising. The A/E will provide an opinion of probable construction costs as discussed in Task 6, Special Technical Provisions (if needed) and a list of bid items. The A/E shall attend the pre-bid meeting with the CITY to assist in the presentation of the project and answer any questions from the construction industry. The A/E shall assist the CITY in reviewing and, if necessary, evaluating the bids received from contractors bidding on the project. This will include cost estimate evaluations and unit price verifications, and Contractor qualification and references.
Task 10. Additional Services

Any services not specifically provided for in the above scope as well as any changes in the CITY requests will be considered additional services and will be performed at the A/E's negotiated rates. Additional services that can be provided will include, but will not be limited to, the following:

1. Additional data collection other than that specified in Task 2, including surveying;
2. Additional meetings beyond those specified in Tasks 1, 3, and 5 (total of four);
3. Utility Coordination other than that specified in Task 2, Subtask 2.B;
4. Multiple signal timing plan development (per Intersection);
5. Interconnect or System communications design;
6. Plan set submittals in excess of four complete submittals (30%, 60%, 90%, and Final);
7. Construction phase services; and
8. Additional roadway improvements/intersection modifications.

III. SCHEDULE

The following table represents the project schedule as indicated through deliverable milestones.

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<th>Milestone</th>
<th>Calendar Days from Notice to Proceed</th>
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IV. A/E's RESPONSIBILITIES

The A/E will perform the following Task's listed under Task 1-9 under this Scope of Services.

V. CITY'S RESPONSIBILITIES

The following participation by the CITY is anticipated under this Scope of Services:

- Electronic AutoCAD copy of signed and sealed survey for each intersection provided to A/E within two (2) days of Notice to Proceed.
- Provide existing information and drawings as needed and if available.
- Review and comment on the A/E's deliverables within fifteen (15) calendar days of submittal.
- Attend and participate in the project meetings.
- Provide reproduction of bid package submittals for project bidding.
- Advertise for bids and addenda.

VI. DELIVERABLES

Drawings shall be prepared on CITY'S standard drawing border and A/E's standard drawing format. All drafting will be completed on computer aided drafting (CAD) system using AutoCAD software and A/E's CAD/drafting standards. Design will include contract drawings for general construction. A/E will provide bid package submittal drawings on 11x17 drawings. Electronic files of the bid package submittal shall be provided to the CITY.
The quantity and type of deliverables shall include the following:
- 30% Design Submittal - electronic files.
- 60% Design Submittal - electronic files.
- 90% Design Submittal - electronic files.
- Bid Document Submittal - One set of drawings on 11x17; electronic files for drawings (AutoCAD and PDF).

VII. A/E's COMPENSATION
For work under Tasks 1-9, the CITY shall compensate the A/E in a lump sum amount of $189,912.21 for services provided and expenses incurred.

For work under Task 10 (Additional Services), the CITY shall compensate the A/E on a time and materials basis for additional services requested and authorized by the CITY. Compensation under this task (and corresponding services) shall not exceed $10,000.00.

The total amount of this Task Order including expenses and additional services is $199,912.21.

VIII. PROJECT TEAM
The key members proposed for this project are indicated below:

Lead design Consultant:
Kisinger Campo & Associates, Corp. Responsible for Project Management, Traffic Operations (Signing & Pavement Marking, Signals, Lighting) and QA/QC

Design Sub-Consultants:
RS&H, Inc. Responsible for Roadway, Drainage, Permitting, Utility Coordination and QA/QC.
Arehna Engineering, Inc. will provide geotechnical engineering services.
Omni Communications, LLC will provide subsurface utility engineering services.

IX. MISCELLANEOUS
In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By:  
Chandrahasa Srinivasa  
City Clerk  
(SEAL)  

CITY OF ST. PETERSBURG, FLORIDA

By:  
Brejesh Prayman, P.E., ENV SP, Director  
Engineering & Capital Improvements  

DATE:  

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER. NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE.

By:  
City Attorney (Designee)  

KISINGER CAMPO & ASSOCIATES, CORP  
(Company Name)  

By:  
Paul G. Foley, P.E., President  
(Printed Name and Title)  
Date: 5/2/17  

WITNESSES:

By:  
(Copy of Signature)  

By:  
Alexs. A. Mauricio  
(Printed Name)  

By:  
Madge L. Miller  
(Printed Name)
Appendix A: Work Task Breakdown
APPENDIX A
Work Task Breakdown
Carillon Park Intersection Improvements
Project No. 17074-112

I. Manpower Estimate: All Tasks

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<tr>
<th>Direct Labor Rates Classifications</th>
<th>Project Manager</th>
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Total Hours: 40

II. Fee Calculation

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III. Fee Limit
Lump Sum Cost: $189,912.21
Allowance: $10,000.00
Total: $199,912.21

IV. Notes:
1. Rate x overhead + profit (per contract).
2. Allowance to be used only upon City's written authorization.
Appendix B: RS&H Proposal
April 28, 2017

Kisinger Campo & Associates
ATTN: Guillermo Madriz, PE
201 N. Franklin Street, Suite 400
Tampa, Florida 33602

RE: TASK ORDER No. 16-04-KCS/STB MISCELLANEOUS PROFESSIONAL SERVICES — CARILLON PARK INTERSECTION IMPROVEMENTS — CITY PROJECT 17074-112

Dear Mr. Madriz,

RS&H is pleased to present KCA with our fee of $106,183.19 for the Carillon Park Intersection Improvements project.

If you have any questions or require additional information, please let me know.

Sincerely,

Vincent Shine, P.E.
Project Manager
RS&H, Inc.
## DESIGN SERVICES ESTIMATED WORK EFFORT AND COST

**Project:** Carillon Park Intersection Improvements  
**Task Order No:** 16-04-KCA/STB  
**Date:** 12/20/16  
**Estimator:** Vincent E. Shine, RS&H

### ESTIMATED WORK EFFORT AND COST

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Distribution</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pre-Design Meeting</td>
<td>Distribution</td>
<td>65%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Data Collection</td>
<td>Distribution</td>
<td>0%</td>
<td>0%</td>
<td>2%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Roadway Design</td>
<td>Distribution</td>
<td>25%</td>
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<td>10%</td>
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<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>120</td>
<td>19</td>
<td>39</td>
</tr>
<tr>
<td>4</td>
<td>Drainage/Stormwater/Permitting Design</td>
<td>Distribution</td>
<td>5%</td>
<td>0%</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>6</td>
<td>0</td>
<td>19</td>
</tr>
<tr>
<td>5</td>
<td>Opinion of Probable Cost</td>
<td>Distribution</td>
<td>5%</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>1</td>
<td>0</td>
<td>0</td>
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<tr>
<td>6</td>
<td>Bid Document Preparation/Bid Assistance</td>
<td>Distribution</td>
<td>14%</td>
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<td>0%</td>
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<td></td>
<td></td>
<td>Hours</td>
<td>6</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Staff Hours:** 665  
**Total Staff Cost:** $ 106,183.19
Appendix C: Arehna Engineering Proposal
## DESIGN SERVICES ESTIMATED WORK EFFORT AND COST

**Project:** Carillon Park Intersection Improvements  
**Task Order No:** 16-04-KCA/STB  
**Estimator:** Jessica McRory, Ahrena  
**Date:** 12/02/16

<table>
<thead>
<tr>
<th>Classification</th>
<th>Senior Engineer</th>
<th>Sr. Engineer Tech</th>
<th>Engineer Intern</th>
<th>Geotech Tech</th>
<th>CADD Tech</th>
<th>Clerical</th>
<th>Total</th>
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<tbody>
<tr>
<td>Rate</td>
<td>$189.57</td>
<td>$94.03</td>
<td>$100.84</td>
<td>$75.07</td>
<td>$67.03</td>
<td>$85.17</td>
<td>$59.93</td>
</tr>
<tr>
<td>Task 7. Geotechnical Exploration Distribution</td>
<td>14%</td>
<td>8%</td>
<td>22%</td>
<td>27%</td>
<td>20%</td>
<td>8%</td>
<td>1%</td>
</tr>
<tr>
<td>Hours</td>
<td>10</td>
<td>6</td>
<td>16</td>
<td>20</td>
<td>15</td>
<td>6</td>
<td>1</td>
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<tr>
<td>Total</td>
<td>$1,895.70</td>
<td>$564.18</td>
<td>$1,613.44</td>
<td>$1,501.40</td>
<td>$1,005.45</td>
<td>$511.02</td>
<td>$59.93</td>
</tr>
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</table>

**Laboratory Testing (See Attached Breakdown)**  
$836.50

**Surface Exploration (See Attached Breakdown)**  
$7,416.50

**Total Staff Hours**  
74

**Total Staff Cost**  
$15,404.12
### PROPOSAL FEE ESTIMATE SHEET

**Carrillon Park Intersection Improvements**

Consultant: AREHNA Engineering, Inc.
Prepared by: Jean McRory 11/30/16

#### A. SUBSURFACE EXPLORATION AND LABORATORY SERVICES:

<table>
<thead>
<tr>
<th>SUBSURFACE EXPLORATION:</th>
<th>UNIT</th>
<th>NO. OF UNITS</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Truck Rig Mobilization</td>
<td>Each</td>
<td>$300.00</td>
<td>$300.00</td>
<td></td>
</tr>
<tr>
<td>2. Soil Samplers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Soil Test Hammers (SPT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) SPT - Truck MB 6 - 50 ft</td>
<td>Feet</td>
<td>$13.25</td>
<td>$11,850</td>
<td></td>
</tr>
<tr>
<td>2) SPT - Truck MB 50 - 100 ft</td>
<td>Feet</td>
<td>$16.00</td>
<td>$16,000</td>
<td></td>
</tr>
<tr>
<td>3) Beta SPT Samples - Truck MB 6 - 50 ft</td>
<td>Each</td>
<td>$35.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4) Beta SPT Samples - Truck MB 50 - 100 ft</td>
<td>Each</td>
<td>$49.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5) Temp Casing 3 in - Truck MB 5 - 50 ft</td>
<td>Feet</td>
<td>$8.50</td>
<td>$850</td>
<td></td>
</tr>
<tr>
<td>6) Temp Casing 3 in - Truck MB 50 - 100 ft</td>
<td>Feet</td>
<td>$8.50</td>
<td>$850</td>
<td></td>
</tr>
<tr>
<td>3. Gouge Bores, - Truck MB 6 - 50 ft</td>
<td>Feet</td>
<td>$5.00</td>
<td>$425</td>
<td></td>
</tr>
<tr>
<td>4. Asphalt Pavement Coring - 4&quot; Dia with base depth check</td>
<td>Each</td>
<td>$125.00</td>
<td>$1,025</td>
<td></td>
</tr>
<tr>
<td>5. Geol Auger Samplings - Hand &amp; TruckMB</td>
<td>Feet</td>
<td>$16.00</td>
<td>$160</td>
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<tr>
<td>6. Index NO.1 (Single Lane Core)</td>
<td>Day</td>
<td>$1,200.00</td>
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<td>7. Index NO.2 (Std/1' Core)</td>
<td>Day</td>
<td>$480.00</td>
<td>$2,400</td>
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<tr>
<td>Subsurface Exploration Subtotal</td>
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<td></td>
<td>$7,468.50</td>
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#### B. LABORATORY TESTING:

<table>
<thead>
<tr>
<th>LABORATORY TESTING:</th>
<th>UNIT</th>
<th>NO. OF UNITS</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. % Finer 0200</td>
<td>Each</td>
<td>$50.00</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>2. Organic Content</td>
<td>Each</td>
<td>$35.50</td>
<td>$35.50</td>
<td></td>
</tr>
<tr>
<td>3. Natural Mixture</td>
<td>Each</td>
<td>$12.00</td>
<td>$120.00</td>
<td></td>
</tr>
<tr>
<td>4. Liquid Limit</td>
<td>Each</td>
<td>$47.50</td>
<td>$47.50</td>
<td></td>
</tr>
<tr>
<td>5. Plastic Limit</td>
<td>Each</td>
<td>$46.00</td>
<td>$46.00</td>
<td></td>
</tr>
<tr>
<td>6. Cation Series</td>
<td>Each</td>
<td>$145.00</td>
<td>$290.00</td>
<td></td>
</tr>
<tr>
<td>Laboratory Testing Subtotal</td>
<td></td>
<td></td>
<td>$638.50</td>
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</tr>
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</table>

#### C. GEOTECHNICAL ENGINEERING SERVICES:

<table>
<thead>
<tr>
<th>GEOTECHNICAL ENGINEERING SERVICES:</th>
<th>HOURS/HOUR</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CAD/Civil/Computer Technician</td>
<td>5.0</td>
<td>$66.17</td>
<td>$330.85</td>
</tr>
<tr>
<td>2. Engineer</td>
<td>16.0</td>
<td>$310.84</td>
<td>$5,053.44</td>
</tr>
<tr>
<td>3. Engineer/Intern</td>
<td>20.9</td>
<td>$72.97</td>
<td>$1,521.46</td>
</tr>
<tr>
<td>4. Geotechnical Technician</td>
<td>15.0</td>
<td>$87.03</td>
<td>$1,305.45</td>
</tr>
<tr>
<td>5. Senior Civil/Technical</td>
<td>1.0</td>
<td>$253.83</td>
<td>$253.83</td>
</tr>
<tr>
<td>6. Senior Engineer</td>
<td>19.0</td>
<td>$189.57</td>
<td>$3,601.87</td>
</tr>
<tr>
<td>7. Senior Engineering Technician</td>
<td>8.0</td>
<td>$94.35</td>
<td>$754.80</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$7,511.12</td>
</tr>
</tbody>
</table>

**TOTAL Geotechnical Services - AREHNA** $15,404.12
Appendix D: Omni Communications Proposal
# Design Services Estimated Work Effort and Cost

**Project:** Carillon Park Intersection Improvements  
**Task Order No.:** 16-04-KCA/STB  
**Estimator:** Shannon Wright, OMNI  
**Date:** 12/02/16

## Estimated Work Effort and Cost

<table>
<thead>
<tr>
<th>Classification</th>
<th>Project Manager</th>
<th>Utility Coordinator</th>
<th>Sr. Surveyor &amp; Manager</th>
<th>Survey Technician</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rate</strong></td>
<td>$135.00</td>
<td>$115.00</td>
<td>$155.00</td>
<td>$95.00</td>
<td></td>
</tr>
<tr>
<td><strong>Task 8: Subsurface Utility Engineering</strong></td>
<td>20.0%</td>
<td>25.0%</td>
<td>15.0%</td>
<td>40.0%</td>
<td>100.0%</td>
</tr>
<tr>
<td><strong>Hours</strong></td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>8.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$270.00</td>
<td>$230.00</td>
<td>$155.00</td>
<td>$285.00</td>
<td>$940.00</td>
</tr>
</tbody>
</table>

### (SUE) Survey (SUE-Designate) Field
- 1 3-person crew days @ $1,750.00/day = $1,925.00

### (SUE) Survey (SUE-Locate) Field
- 1 3-person crew days @ $1,850.00/day = $1,665.00

### (SUE) Survey (SUE-Survey) Field
- 1 3-person crew days @ $1,650.00/day = $1,155.00

**Total Staff Hours** | 2 | 2 | 1 | 3 | 8
**Total Staff Cost** | $270.00 | $230.00 | $155.00 | $285.00 | $5,685.00

*(SUE-Field) Subtotal Estimated Fee: $4,745.00*
MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

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
Task Order Over $50,000
Task Order No. 16-04-KCA/STB

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

The Kisinger Campo & Associates (KCA) engineering team includes sub consultant RS&H, who have recently completed traffic studies for the Carillion Park development and successfully coordinated these studies with the FDOT. During these studies they have developed in-depth knowledge of the requirements for the project and the coordination required during the design process.

The KCA team is recommended based upon experience, qualifications, past performance, and availability.

2. Transaction Report listing current work – See Attachment A
<table>
<thead>
<tr>
<th>Task Order No. 16-</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>16102-112</td>
<td>Concrete Repair &amp; Waterproofing Design-Sundial Parking Garage</td>
<td>08/29/16</td>
<td>18,663.75</td>
</tr>
<tr>
<td>02</td>
<td>N/A</td>
<td>Warehouse Arts District and Deuces Live</td>
<td>11/01/16</td>
<td>129,000.00</td>
</tr>
<tr>
<td>03</td>
<td>16102-112</td>
<td>Bridge Inspection - FY16</td>
<td>10/25/16</td>
<td>9,978.00</td>
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<tr>
<td></td>
<td></td>
<td>Revision No. 1 - Additional Services</td>
<td>02/17/17</td>
<td>3,561.00</td>
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<tr>
<td>05</td>
<td>17073-110</td>
<td>Retaining Wall Replacement at 1st A/S, East of 16th S/S, South of Bridge No. 157122</td>
<td>02/24/17</td>
<td>47,057.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL:</td>
<td></td>
<td>208,259.75</td>
</tr>
</tbody>
</table>
ST. PETERSBURG CITY COUNCIL  
Meeting of June 1, 2017

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

SUBJECT: Owner-initiated Historic Landmark Designation of the Frank Broadfield House, located at 956 39th Avenue North (City File HPC 17-90300002).

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

REQUEST: The request is to list the Frank Broadfield House as a local historic landmark in the St. Petersburg Register of Historic Places.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On May 9, 2017, the Community Planning and Preservation Commission held a public hearing on this matter and voted unanimously 7-0 to approve the request.

Recommended City Council Action: 1) CONDUCT the first reading of the attached proposed ordinance; AND 2) SET the second reading and quasi-judicial public hearing for June 15, 2017.

Attachments: Ordinance, Staff Report to the CPPC, Designation Application
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE FRANK BROADFIELD HOUSE HOUSE (LOCATED AT 95639TH AVENUE NORTH) AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070. CITY CODE AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Frank Broadfield House, which is recognized for its significance resulting from its design and construction by St. Petersburg developer Cade Bush Allen, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the Burnside House meets the following criteria:

(d) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;
(e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance; and
(f) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

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

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

SECTION 3. The Frank Broadfield House, located upon the following described property, is hereby designated as a local landmark, and shall be added to the St. Petersburg Register of Historic Places, a list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Designation Boundary
The official boundary of the local landmark designation shall encompass the entire parcel, generally described as Allendale Terrace Block C Lot 8 and Westerly ½ of Lot 9 and Lot 7 Less Westerly 15 Feet

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

Approved as to Form and Substance:

City Attorney (or Designee) [Signature]
[Date]

Planning and Economic Development Department [Signature]
[Date]
STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION

REQUEST FOR LISTING IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES

For public hearing and recommendation to City Council on May 9, 2017 beginning at 3:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, no 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.

CASE NUMBER: HPC 17-90300002
STREET ADDRESS: 956 39th Avenue North, St. Petersburg, FL 33703-4520
LANDMARK NAME: Frank Broadfield House
OWNER: Mary Jane McPherson & Michael Ford
APPLICANT: Mary Jane McPherson & Michael Ford
REQUEST: Designation of the Frank Broadfield House as a local historic landmark to be listed in the St. Petersburg Register of Historic Places
Contents
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   Historic Integrity ................................................................................................................................. 2
Narrative Description and Background ................................................................................................. 3
   Narrative Description .......................................................................................................................... 3
   Historical Context ............................................................................................................................... 5
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Primary Character-Defining Features ..................................................................................................... 14
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Consistency with St. Petersburg's Comprehensive Plan, Existing Land Use Plan, and Future Land Use Plan ........................................................................................................................................... 15
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Appendices
Appendix A   Maps of Subject Property
Appendix B   Application
Appendix C   Public Comment
Appendix D   Additional Photographs of Subject Property
OVERVIEW
On March 21, 2017, a local historic landmark designation application was submitted for the Frank Broadfield House at 965 39th Avenue North (“the subject property”) by Mary Jane McPherson and Michael Ford, the property’s owners. Following an analysis of the subject property, its contextual history, and extant conditions, staff concurs that the subject property is eligible for inclusion in the St. Petersburg Register of Historic Places as a local historic landmark.

STAFF FINDINGS
In St. Petersburg, such eligibility is determined based on evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, historic documentation demonstrates that the Frank Broadfield House was constructed approximately 86 years ago, surpassing the minimum required age of 50. Further, staff finds that the subject property satisfies criteria D, E, and F. Under the second test, staff finds that all of the seven factors of integrity are met.

Historic Significance and Satisfaction of Eligibility Criteria
The first portion of the two-part test to determine eligibility for the St. Petersburg Register of Historic Places examines a resource’s historic significance with relation to nine criteria. One or more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based on the National Park Service’s criteria for listing in the National Register of Historic Places, and are designed to assess resources’ importance in a given historic context with objectivity and comprehensiveness. In the case of the Frank Broadfield House, staff has determined that the property satisfies the St. Petersburg Register criteria as follows.

| Is at least one of the following criteria for eligibility met? |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| A             | B             | C             | D             | E             | F             | G             | H             | I             |
| -             | -             | -             | Yes           | Yes           | Yes           | -             | -             | -             |

D) It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;

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

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

The Frank Broadfield House is significant in the area of architecture as an incredibly intact example of the work of Cade Allen, a St. Petersburg builder who aimed to construct “The Highest High-Grade Development in St. Petersburg.” Allen advertised the Broadfield House as a place of enduring beauty:
"Home and Mother – two words that always strike a responsive chord in the hearts of men. This is a place where mother would love to be at home. Bring her to see this beautiful house of enduring stone and see her face brighten as she views the modern conveniences offered in this wonderful home. There is real value in this home and a great deal of satisfaction in its beauty and permanence. In buying a house for a home one should always, in considering the cost take into consideration the upkeep and the resale value over a period of time. You are always welcome in Allendale Terrace and will not be embarrassed in any way."¹

The Broadfield House, like its neighbors throughout Allendale, was constructed after the frenzied boom years of the 1920s had subsided. Although it is hardly lacking in grandeur, the Broadfield House’s design is distinct from that of the ornately-detailed Mediterranean Revival homes that are often most closely associated with high-quality architecture in pre-World War II St. Petersburg. Instead of aiming to portray Florida as an escape, a frontier, or an American Riviera, the Broadfield House, and the words that Allen chose to market it, reference both a sense of nostalgia for traditional American values, and an attempt to incorporate new technologies into domestic architecture. The house blends hollow tile construction – very much in vogue during the 1920s and 1930s – with details reminiscent of an English Cottage-style house, such as its truncated gable ends and gently curving, almost whimsical, fascia. Perhaps the most modern aspect of its design, the integral garage, is neatly tucked behind the house, rather than being featured as a prominent element of its design. This combination of new and old, this wholesome approach to modernity, reflects both the optimism of Florida’s land booms and the anxieties brought by the following busts.

It is difficult to classify the Broadfield House with a singular architectural style, as Allen drew from a number of styles, his approach to architectural eclecticism has become iconic to St. Petersburg in its own rite. Homes constructed in his Allendale subdivision were required to have tile or masonry structures and stone or stucco exteriors. His style was practical yet grand, playful yet solid. The Broadfield House speaks to the English Cottage style with details mentioned above, but does not ignore the popularity of Mediterranean Revival details, with its flat-roofed sleeping porch complete with clay tile pipe vents. Though he did not practice within the confines of a defined academic style, Cade Allen’s homes have, indeed, achieved the timelessness that he advertised: it is likely that many residents of St. Petersburg would be able to identify the Broadfield House as an Allen design, even if not by name.

Historic Integrity

Under the second part of the two-part assessment of eligibility for designation as a historic landscape, staff finds that the Frank Broadfield House retains integrity in all seven of seven given criteria, surpassing the requirement of one or more.

Is at least one of the following factors of integrity met?

<table>
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<tr>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
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<td>Yes</td>
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*Must be present in addition to at least one other factor.

Location
The Broadfield House has not been moved.

Design
With the exception of several relatively small additions the Broadfield House retains its historic footprint. It further retains the historic fenestration pattern, roofline, and stone exterior surface that so strongly define its unique aesthetic.

Setting
The Broadfield House is located at the core of an incredibly high and intact concentration of homes designed and constructed by Cade Allen as part of the establishment of the Allendale subdivision.

Materials and Workmanship
The Broadfield House’s stone veneer and historic wood windows appear to be in remarkably good condition, due in no small part to the applicants, who purchased the subject property in 2016 and have begun an extensive rehabilitation project.

Feeling and Association
As noted in the discussion of significance above, the Broadfield House has retained its distinct appearance and serves as a reminder of Cade Allen’s unique contribution to St. Petersburg’s architectural heritage.

NARRATIVE DESCRIPTION AND BACKGROUND

Narrative Description
The subject property is a one and one-half story single-family house with an irregular footprint. Its primary roof structure is gabled, with the two-story portion of the building creating a cross-gabled, T form, off of which several flat-roofed one-story portions branch. The gable ends are slightly truncated and feature boxed cornices with rounded fascia boards and louvered gable vents. Together, these elements of the roof system frame the gable end and add an almost storybook quality to the house. The gabled portions of the roof are clad in composition shingles; the flat portions are surfaced with built-up materials.

The most distinguishable feature of the Broadfield House, like many of Cade Allen’s designs, is the distinct appearance of its exterior treatment. In the subject property’s case, this exterior is clad with a veneer of cut Alabama Sandstone applied in a random ashlar pattern with beaded,
buff-colored mortar. The shade of the sandstone varies from very light shades of off-white, to bright shades of camel, to deep chocolate browns. This exterior surface is a veneer applied over hollow clay tile, a method of construction that is commonly found in Cade Allen’s homes. The stone is continuous and extends smoothly from the ground to the roofline, with regularly-spaced rectangular vent cut outs at the foundation.

The windows are double-hung wood sash, with four- or six-over-one light configurations. Those at the ground level and at the second floor of the gable ends have frames topped with segmental arches; these arches are mirrored in the pattern of the stone above. The windows are placed alone or assembled into paired, tripartite, or ribbon configurations and vary somewhat in size. All feature stone sills.

The front entrance, a single-action wooden door, is approached by a series of four stone steps. A shed roof projection extends from the main body of the house to highlight the entrance; instead of creating a flat edge above the door, it curves upward slightly to create a broad, rounded pediment. This entrance is approached by a hexagonal concrete block walkway extending to 39th Avenue North.

A stone chimney extends from the western gable end. From the west side of the façade (north elevation) extends a small, flat-roofed one-story sunroom with a low parapet. Cylindrical clay-tile pipes are evenly spaced above the windows of this sunroom, serving as drainage for the flat roof. A straight driveway stretches from 39th Avenue North, past this sunroom, and beneath a flat-roofed, stuccoed carport to the garage at the south elevation, which is another one-story flat-roofed projection of the building’s two-story core.

Although interiors are not reviewed as part of local landmark designation, it is worth noting the high degree of integrity that has been maintained at the subject property, including curved interior corners and molding, and original floor finishes.
Historical Context

The following historical context was prepared by staff Historic Preservationist Kimberly Hinder as supporting documentation for the designation of the Cade Allen Residence (HPC Case No. 14-90300001) as a local historic landmark in 2014.

St. Petersburg originated with the purchase of land by John C. Williams in 1876 and the arrival of the Orange Belt Railroad in 1888. Orange Belt owner, Peter Demens, built the narrow gauge railroad to connect to land situated on the eastern edge of the Pinellas peninsula owned by John C. Williams. The first train arrived in June 1888 to a settlement with little more than a store and a few residences. Demens and Williams collaborated in their plans to build a new community around the terminus of the railroad, complete with a park, depot, and hotel. In exchange for naming the city after Demens’ birthplace, St. Petersburg, Russia, the hotel was named after Williams’ hometown, Detroit, Michigan. Prepared by Engineer A.L. Hunt and Draftsman G.A. Miller in August 1888, the Map of the Town of St. Petersburg was officially filed in April 1889 and revised in October 1889.²

Utilizing Dr. Van Bibber’s endorsement of the Pinellas peninsula as the perfect location for a “Health City” at the 1885 annual convention of the American Medical Association, efforts to promote settlement gained momentum. The Orange Belt Railway offered seaside excursions to St. Petersburg in 1889. These excursions were one of the first concentrated efforts by the community and the development company to attract tourists.³

Residents and developers seized the opportunity for publicity. Frank Davis, a prominent publisher from Philadelphia who arrived in Florida to alleviate his own health problems, utilized Van Bibber’s endorsement to heavily promote the benefits of St. Petersburg. Davis, along with other new residents including St. Petersburg Times editor William Straub and St. Petersburg Evening Independent editor Lew Brown, tirelessly promoted the community during the late 1800s and early 1900s.⁴ By 1890, the population grew from less than 50 prior to the arrival of the railroad to 273 residents with two hotels, two ice plants, two churches, a school, a pier, and a sawmill to


³ Arsenault, Florida Dream, 62; Grismer, The Story of St. Petersburg, 70, 97, 111.

⁴ Arsenault, Florida Dream, 82-85.
serve the community. Following the incorporation of the city in 1892, utility services, including telephone, electric service, and public water, were introduced in the community. A severe freeze which destroyed the citrus groves throughout north and central Florida during the winter of 1894-95 prompted many farmers to relocate to coastal areas, such as St. Petersburg, which did not experience a freeze as severe. Although the economy remained largely dependent on commercial fishing, tourism from winter visitors quickly grew in importance. During the early 1900s, the creation of St. Petersburg’s waterfront park system, the incorporation of a trolley system, and the construction of the Electric Pier drew additional tourists and new residents to the area.5

Largely through the efforts of city boosters to attract businesses and residents, developers such as C. Perry Snell, H. Walter Fuller, Noel Mitchell, Charles Hall, and Charles Roser, triggered the city’s first real estate land boom from 1909 to the start of World War I.6 Promotional efforts by the Atlantic Coast Line railroad (created in 1902 from the former Orange Belt Railroad and Henry Plant’s South Florida Railroad) brought organized tourist trains from New York in 1909 and from the Midwest in 1913. Many of these tourists continued to winter in the city with some even relocating to St. Petersburg.7

Cade Allen came to St. Petersburg during the city’s first boom in 1911, later citing the promotional literature touting Dr. Van Bibber’s paper and the health benefits of the Pinellas peninsula as the enticement for relocation. A native of Lownanville, New York, Allen’s father passed away just after he completed the eighth grade, prompting him to go to work to help support the family. He became a brick mason, transitioning into building construction, and eventually real estate. He acquired land with high quality clay for brick manufacturing, selling the land to his brother-in-law, who developed the Binghamton Brick Yard in Binghamton, New York. With the proceeds, Allen and his mother, Jennie Vining Allen, came to St. Petersburg in 1911. Allen quickly established a real estate business utilizing penny postcards to advertise the business. Cade Allen, “The Man with the Bargains,” opened an office at 510 Central Avenue, where the Plaza Theater would soon be built. He was one of many new agents in the growing city. In 1912, real estate agents met at the Ridgely Real Estate Company office to form the St. Petersburg Board of

5 Arsenault, Florida Dream, 52-64, 81-82, 87-89.
6 Arsenault, Florida Dream, 136.
7 Arsenault, Florida Dream, 37, 144-145.
Realtors. By 1914, approximately 83 real estate companies operated in the city, capitalizing on the doubling of the local population during the winter season. These winter residents even formed tourist societies organized by state or region of origin which acted as booster clubs in their native states.\(^8\)

In 1912, Allen married his longtime Binghamton sweetheart, Eva Bennett, and brought her, along with his sister and brother-in-law, Floyd Riggs, to St. Petersburg. Allen continued his real estate business with his brother-in-law, opening an office at 73 7th Avenue North. In 1913, Allen built his first house in St. Petersburg for his family at present-day 145 7th Avenue Northeast, where he lived until 1916. In that year, he started purchasing land in Snell & Hamlett’s Crescent Lake Subdivision. One of the lots included the house at 1492 4th Street North, which he remodeled and moved into with his family.\(^9\)

The Crescent Lake Subdivision was one of the developments spearheaded by C. Perry Snell. Snell, who had arrived in St. Petersburg in 1904, proceeded to develop St. Petersburg’s earliest subdivisions including Bay Shore, North Shore, Lake Side, and Crescent Lake in conjunction with various partners. J.C. Hamlett, with whom he formed Snell and Hamlett Real Estate Company, purchased Crescent Lake, the land immediately surrounding it, and the area to the east of the lake in 1910. The land was transferred into the holdings of the company and subdivided into the Crescent Lake Addition. The new subdivision, filed in 1911, extended from 12th Avenue to 22nd Avenue North and from 4th Street to 7th Street North and included the area which would become Crescent Lake Park.\(^10\)

In spite of a number of successful projects, the increasingly risky ventures and business interests in other cities led Hamlett to dissolve the partnership in 1916 and transfer his interests to Snell over the following three years. Cade Allen assembled a section of this land roughly located between 13th and 17th Avenues and 4th and 5th Streets North. While still operating his real estate office, the decline in the market due to the onset of World War I led Allen to open a truck farm and dairy on his newly acquired land east of Crescent Lake.\(^11\)

The City’s administration started to formally encourage tourism with promotional campaigns following the election of Al Lang as mayor in 1916. Lang was elected after he arranged to bring the Philadelphia Phillies to the city for spring training. Under his leadership, the City publicly encouraged tourism and made efforts to improve the physical appearance of the city mandating that all of the benches in the city be painted green.\(^12\) Although the land boom collapsed during

\(^8\) Allen, \textit{A Life Remembered}, 1-12; “Real Estate Men to Organize,” \textit{St. Petersburg Evening Independent}, June 8, 1912; Arsenault, \textit{Florida Dream}, 143-146.

\(^9\) Allen, \textit{A Life Remembered}, 12-30.


\(^12\) Arsenault, \textit{Florida Dream}, 143-146.
World War I, the development created a pattern for the future growth of the city. During the
1910s, the city’s population grew from 4,127 in 1910 to 14,237 in 1920.\(^{13}\)

Although World War I limited tourism, St. Petersburg quickly rebounded following the war with
the winter season of 1918-1919 more profitable than before the war. Thanks in part to the efforts
of John Lodwick, publicity agent for the Chamber of Commerce and the City of St. Petersburg,
the hotels and boarding houses were filled to capacity during the season.\(^{14}\)

The construction of a national, state, and local road system opened St. Petersburg to an
increasing number of middle-class vacationers as well as a new type of vacationer known as “tin-
can tourists.” This type of vacationer typically came by car and generally favored campgrounds
to hotels. The city’s shortage of hotel rooms led to the 1920 creation of Tent City, a municipal
campground for the “tin-can tourists.” This new type of tourist threatened the city’s established
hotel industry and was not the class of visitor the leaders of the city were interested in
attracting.\(^{15}\) With only five hotels providing fewer than 500 hotel rooms at the start of the boom,
city leaders were encouraged by the construction of mid-sized hotels, such as the Alexander
Hotel, the Mari-Jean, and the Hotel Cordova, and several large hotels, including the Princess
Martha, Pennsylvania Hotel, and Vinoy Park Hotel, during the boom.\(^{16}\)

The lack of hotel space and the booming economy during the late 1910s and early 1920s
prompted the conversion of a number of private residences immediately north of downtown into
boarding houses, apartment buildings, or small hotels. Many owners in this once residential
neighborhood north of downtown recognized the inevitable growth of the central business
district and built new houses farther north of downtown in the newly opened residential sections
now known as the Old Northeast, Round Lake, Uptown, Euclid/St. Paul, and Crescent Lake
eighborhoods.\(^{17}\)

In 1919, Snell, who was a strong supporter of a public park system, convinced the City to purchase
Crescent Lake and the surrounding 26 acres for a public park. Although the $30,000 would be
paid in installments through 1928, the City started improvements to the park immediately
including clearing brush around the lake, improving drainage, creating a municipal nursery, and
installing a baseball field in 1925. Initially known as the Crescent Lake Baseball Park, the field was
renamed the Huggins-Stengel Field and served as the training facility for the New York Yankees
from 1925 through 1961. The new homes in the subdivision and park amenities drew residents
to the Crescent Lake area during the boom. The opening of the Gandy Bridge to Tampa in 1924

\(^{13}\) Arsenault, *Florida Dream*, 124, 190.
\(^{14}\) Arsenault, *Florida Dream*, 186-189.
\(^{15}\) Arsenault, *Florida Dream*, 186-189.
\(^{16}\) Arsenault, *Florida Dream*, 201.
further encouraged widespread development and construction extending north of downtown to the bridge.¹⁸

With the creation of Crescent Lake Park and the onset of the Florida Land Boom, Cade Allen decided to sell his cattle and return to the construction and real estate development field. In 1920, Allen opened a real estate office with Harold Smith at 430 Central Avenue. In 1922, the men purchased The Foster Grove, 135 acres formerly owned by William L. and Amanda Foster located along Euclid Boulevard North (renamed 9th Street N. in 1928 and now Dr. M.L. King Jr. Street N). Euclid Boulevard, labeled as such on Sanborn Fire Insurance Maps as early as 1918, was the northern extension of 9th Street situated north of 9th Avenue. The original development of the town had focused on the intersection of Central Avenue and 9th Street, making the street a major north-south corridor when new development spread north of the city in the late 1910s and 1920s. By the early 1920s, the streetcar line extended along 9th Street/Euclid Boulevard North to 34th Avenue, the southernmost boundary of the Allendale development, before turning east toward the North Shore development. Cade Allen moved his family into the former Foster residence just west of Euclid Boulevard and remodeled it (which now has an address of 3650 Foster Hill Drive).¹⁹

Allen and Smith retained engineer George F. Young to survey the land and, in 1923, filed the plat for Allendale Terrace. Extending from present-day 34th to 38th Avenues North and 7th Street to

¹⁸ Wells, C. Perry Snell, 40-41, 58-60; Sanborn, 1923; Arsenault, Florida Dream, 199-200.
Haines Road, the subdivision incorporated a five-acre public park and soon featured brick streets, granite curbs, and hexagon block sidewalks. Soon after, Allen bought Smith’s interest in the subdivision, and moved his real estate office to 3649 Haines Road. In 1924, a new plat, Blocks 7-13 of Allendale Terrace Subdivision, was filed for the area north of the original plat extending from 7th Street to Euclid Blvd. and from 38th to 42nd Avenues North. Two years later, in 1926, the final plat, designated as the Northwest Quarter of Allendale Terrace, was filed covering the area from Euclid Boulevard to Haines Road and from 38th to 42nd Avenues North. Like the first plat, the two later plats were drawn by the office of George F. Young, Civil and Landscape Engineers. Deed restrictions limited development to one residence, to cost no less than $10,000, and be constructed in the “Spanish, Grecian, Moorish, Mission, Italian, Colonial or English types of architecture.” Houses had to be built of masonry with at least one room on the second floor or a high ceiling to give the appearance of a second story. As owner of the subdivision, he made all new construction subject to his review and approval of building plans. Apartment buildings and stores were prohibited.\(^\text{20}\)

The first new home built in the neighborhood was located at 3410 Euclid Boulevard North. Constructed of coquina rock quarried on Florida’s east coast, the house was an unusual Mediterranean Revival style built of stone, tile, and stucco, a mixture which would characterize most of Allen’s future construction. Across Euclid Boulevard, Allen completed a new house for his family which was located at 3405 Euclid Boulevard North, but the family lived in it for only about a year.\(^\text{21}\)

\[\text{3600 Euclid Boulevard North (now 3601 Foster Hill Drive North), 1926. Courtesy of Burton Allen.}\]

In 1924, Allen initiated construction on another new house for his family located at 3600 Euclid Boulevard North, which is the subject property (now with the address of 3601 Foster Hill Drive). It was the third of six Allendale homes that the Allen family eventually occupied. When constructed, it had six or seven rooms on the first floor and four bedrooms and three baths on the second floor with an attached garage. Living quarters above the garage housed Mr. and Mrs. Warren Hodges and their son, who worked for the Allens. Warren Hodges wrote his name with


the date of February 14, 1925 in the concrete driveway, possibly the date that the house was substantially completed. During this period, Cade and Eva Allen, along with five other residents, met in the Allen home and established the Allendale Methodist Episcopal Church. The eighth, and final, child of Cade and Eva Allen was born in the house in November 1926. According to the Allen family, the projecting granite stones at the corners of the house made for an afternoon of fun “mountain climbing” to the second floor porch and roof. This ever present danger to her children prompted Eva Allen to want to relocate. So Cade Allen built another new house at 944 39th Avenue North for his family in 1928, where they lived until 1947. During the 1920s, Allen had built 22 homes as well as the Allendale Methodist Episcopal Church.\(^{22}\)

A relatively healthy tourist trade initially kept the local economy afloat following the downturn of the real estate market in 1926 and the devastating hurricanes which damaged south Florida in 1926 and 1928. However, the crash of the stock market in 1929 kept the traveling public at home during the ensuing national depression. A dismal tourist season during the winter of 1929-1930 led to business failures, mortgage foreclosures, and unemployment in the city. Every bank in the city failed and closed by April 1931.\(^{23}\)

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\(^{22}\) Allen, *A Life Remembered*, 41-46.

\(^{23}\) Arsenault, *Florida Dream*, 253-255.
Perfection." The agents reported that several thousand visited during a week-long open house in which the home was presented as a “model of modern building construction and furnishing.”

With the decline in the real estate market, the house was still on the market the following year but was briefly occupied by auctioneer Victor McLean of McLean-Rector & Scott. The house finally sold at auction in February 1929. Attorney and future judge Mervin Hilton lived in the home in 1930 and 1931.

By 1932, William Halls, Jr. and his wife, Hattie, owned the residence. The New York banker had bought a winter residence at 1028 14th Avenue North in 1927. In 1933 and 1934, their local attorney, Walter Wilson, rented 3600 9th Street North. After William Halls died in 1933, it appears that his widow Hattie Halls owned the house and may have periodically lived in the house or rented it to widow Edith Byron from 1937 through 1945. The house was advertised for sale in 1945.

Federal relief projects helped revive the local economy by the mid-1930s. Local projects included the construction of Bay Pines Veterans’ Hospital, an addition to Albert Whitted Airport, Bartlett Park, an addition to Mound Park City Hospital, a beach water system, a new city hall, the construction of the U.S. Coast Guard Air Station near Bayboro Harbor, the North Shore sewer system, a National Guard armory, and a new campus for the St. Petersburg Junior College. By providing these kinds of projects throughout the nation, the New Deal agencies brought partial economic recovery to residents of St. Petersburg as well as other cities. With an improved financial outlook, tourists returned to St. Petersburg during the late-1930s.

During the 1930s, Cade Allen continued to live in and develop the Allendale neighborhood. Unlike many developers who went bust in the decline of the real estate market and Great Depression, Cade Allen managed his development well, installing streets and improvements without encumbering the land. As a result, he retained ownership of the parcels, sold a few, and continued to build during the 1930s even though money was tight. Between 1930 and 1932, Allen completed seven and sold eight homes in Allendale Terrace. At the height of the Depression, however, he only completed and sold two homes from 1932 to 1936. As construction resumed between 1937 and 1940, he built 16 homes.

Due to a doctrinal disagreement, Allen left Allendale Methodist Episcopal Church and joined Central Presbyterian Church, where he built the new Sunday school class rooms in 1938. As his sons finished school, they also joined the business, and the company became Cade B. Allen &
Sons, Designers and Builders. With the onset of World War II, all five of Cade Allen's sons joined the military. Due to gasoline rationing and limited building materials, little new construction occurred during the war, but Cade Allen managed to keep his real estate office open.\textsuperscript{31}

Although tourism had rebounded to some extent by 1940, the activation of the military, rationing, and travel restrictions of World War II severely curtailed St. Petersburg’s tourism based economy. Most of the city’s hotels and boarding houses remained empty during the winter of 1941-42. Realizing that the empty rooms could be an asset as military housing, city leaders successfully lobbied the War Department for a military base. The opening of a technical services training center for the Army Air Corps brought over ten thousand soldiers to the city during the summer of 1942. The military leased almost every major hotel and many of the smaller hotels in the city. Only the Suwannee Hotel and some of the smaller hotels and boarding houses were open to civilian use. By the time the training center closed in July 1943, over 100,000 soldiers had visited St. Petersburg. Although the training center closed, the United States Maritime Service Bayboro Harbor Base, which trained merchant seamen, continued to grow, and eventually leased four of the downtown hotels abandoned by the Army Air Corps. Other bases and support facilities throughout the area brought thousands of soldiers to central Florida and the St. Petersburg area.\textsuperscript{32}

The city rapidly demilitarized following the war, and many veterans returned to St. Petersburg. Among those returning, the Allen sons rejoined Cade B. Allen & Sons, which now offered “A Complete Home Building Service.”\textsuperscript{33} The Great Depression and governmental restrictions during the war led to a housing shortage following World War II. Many hotels and boarding houses were again filled with tourists and new residents awaiting the construction of new homes. In 1957, Cade Allen retired and passed the family business over to his sons. He died in 1959.

Throughout the 1950s and 1960s in St. Petersburg, new houses filled the subdivisions platted during the 1920s, but left vacant by the real estate decline and the Great Depression. As development spread westward, the introduction of shopping centers, including Central Plaza and Tyrone Gardens Shopping Center, and motels along the west coast drew new residents and tourists away from downtown St. Petersburg.\textsuperscript{34} During the 1960s, downtown and the neighborhoods surrounding the city core entered a period of decline and abandonment. Many of the buildings associated with the early history of the community slowly deteriorated until reinvestment and preservation revived the area during the 1990s.

Subject Property Background

The house at 956 39\textsuperscript{th} Avenue North was constructed by Cade Allen beginning in January of 1931 and purchased by Frank H. Broadfield by mid-1932. Broadfield, born c. 1870, owned and operated

\textsuperscript{31} Allen, \textit{A Life Remembered}, 48-52.

\textsuperscript{32} Arsenault, \textit{Florida Dreams}, 298-301.

\textsuperscript{33} Allen, \textit{A Life Remembered}, 53.

\textsuperscript{34} Arsenault, \textit{Florida Dreams}, 307-313.
a farm in Pompey, Onondaga County, New York with his wife Mary and later their adult son Louis, until the 1920s. Although the exact reason and date of Mr. Broadfield’s relocation to St. Petersburg is not presently known, by 1930 he was listed as a widowed resident of 2822 Second Avenue North in St. Petersburg. He was renting the home and lived with Ada C. Pheal, listed as his servant.

When Frank Broadfield became the first permanent resident of the subject property, he was in his early sixties, retired from his New York farming business, and a widower. Although some early residents of the subject property’s vicinity were of retirement age, working professionals and young families also lived in the area. A 1937 report by the Home Owners Loan Corporation lauds Allendale as a successful subdivision that continued to develop during the Depression, due largely to the strict controls placed on development and use by Allen himself. The grandeur of the subject property remains visible to this day, and Broadfield’s retirement years spent there, which lasted into the late 1940s or early 1950s, were undoubtedly coupled with pride of place.

Frank Broadfield appears to have remarried by the early 1950s. According to property records, Mr. and Mrs. Broadfield continued to hire Cade Allen, and later his sons, to update and remodel the subject property into the 1950s. The property was acquired by a new owner between 1952 and 1956, and again in 1966. That year, the new owner, John Bell, expanded the subject property’s footprint with the construction of a flat-roofed, single story, 29 foot by 49 foot addition at the south (rear) elevation. This addition features deeper overhangs at its roofline than other portions of the subject property, and its porch has been enclosed with large, fixed windows. Although the scale and exterior surface treatment of this addition do not replicate the original or historic materials and design of the subject property, the addition’s placement at the rear elevation minimize its impact on the resource’s integrity.

Subsequent owner George Meehan constructed a flat-roofed carport at the west elevation in 1983 and a rear pool and deck in 1987. Like the 1966 addition, these 1980s alterations are non-contributing to the property’s historic significance, but are nonetheless relatively set back from the subject property’s façade, and, therefore do not detract from the historic design.

**Primary Character-Defining Features**

- Irregular one- and two-story footprint,
- Roof mass of primary cross-gabled two-story core with truncated gable ends and flat-roofed sunroom and garage,
- Boxed cornices with bead board and rounded fascia at gable ends,

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39 Property card for 956 39th Avenue North. On file, City of St. Petersburg, Florida.
• Entryway with stone steps, single-action wood door, curved pediment, and hexagonal concrete block walkway,
• Continuous cut Alabama sandstone veneer exterior with random ashlar pattern, beaded buff-colored mortar, and rectangular foundation vents,
• Louvered gable vents and cylindrical clay tile pipe drains at flat-roofed portions,
• Stone chimney,
• Double-hung wood windows with four- and six-over-one lights,
• Segmental arches above ground-floor and gable-end windows, and
• Stone window sills.

Alterations
The subject property retains remarkable historic integrity, however, all buildings evolve somewhat over time. As mentioned above, the subject property has been expanded through the additions of a flat-roofed addition to the south elevation and a carport to the west. The gabled portions of the roof, originally clad in slate, have been resurfaced with composition shingles. The landscape has also been altered, through the resurfacing of the driveway with contemporary brick pavers and the addition of a pool and deck. The subject property is able to convey its historic significance despite these minor changes.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION
The proposed local landmark designation was submitted and is supported by the subject property’s owners, Mary Jane McPherson and Michael Ford.

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

CONSISTENCY WITH ST. PETERSBURG’S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN
The proposed local historic landmark designation is consistent with the City’s Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

Objective LU10: The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.
Policy LU10.1: Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

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

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

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

RECOMMENDATION

Staff recommends approval of the request to designate the Frank Broadfield House, located at 956 39th Avenue North, as a local historic landmark, thereby referring the application to City Council for first and second reading and public hearing.

REFERENCES


Pinellas County Clerk of Circuit Court (PCCCC). Revised Map of St. Petersburg. Plat Book H1. 1890.


St. Petersburg Evening Independent. “Real Estate Men Are to Organize.” June 8, 1912.


St. Petersburg Times. “Announcing the Public Sale at Auction” February 9, 1929.


Appendix A
Maps of Subject Property
Appendix B
Application
Local Landmark Designation Application

1. NAME AND LOCATION OF PROPERTY

 historic name

 ALLEN DALE TERRACE

 other names/site number

 address

 historic address

 950 39TH AVENUE NORTH  SAINT PETERSBURG

  NW CORNER OF 39TH AVENUE AND EUCLID BLVD (AKA MLK BLVD)

 2. PROPERTY OWNER(S) NAME AND ADDRESS

 name

 MICHAEL FORD AND MARY JANE MCPHERSON

 street and number

 950 39TH AVENUE NORTH

 city or town

 SAINT PETERSBURG

 state

 FLORIDA

 zip code

 33703

 phone number (h)

 727-510-3149

 727-773-7749 (W)

 727-822-5061 e-mail

 MCPHERSONAMJ@GMAIL.COM

 3. NOMINATION PREPARED BY

 name/title

 organization

 street and number

 950 39TH AVENUE NORTH

 city or town

 SAINT PETERSBURG

 state

 FLORIDA

 zip code

 33703

 phone number (h)

 727-773-7749

 date prepared

 727-670-3140

 signature

 4. BOUNDARY DESCRIPTION AND JUSTIFICATION

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

 See attached survey

 5. GEOGRAPHICAL DATA

 acreage of property

 .58 acre.

 property identification number

 Allendale Terrace 950

 39TH AVENUE NORTH

 lot 7 less W 15',

 all of lot 8

 1-1 and 10-21 in the 9th Block
Name of Property

2. STATEMENT OF SIGNIFICANCE

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

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

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

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

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

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

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

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

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

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

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

Allen Dale Terrace

Period of Significance

1929 - 1930

Significant Person(s)

Cade B. Allen

Cultural Affiliation/Historic Period

Builder

Cade B. Allen

Architect

Narrative Statement of Significance

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

10. MAJOR BIBLIOGRAPHICAL REFERENCES

Please list bibliographical references.
Name of Property: Allendale Terrace

9510 39th Avenue N.
Saint Petersburg, FL 33710

6. FUNCTION OR USE

Historic Functions: Single Family

Current Functions: Single Family

7. DESCRIPTION

Architectural Classification
(See Appendix A for list)

Materials:
Alabama buff, Sandstone

Narrative Description

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

8. NUMBER OF RESOURCES WITHIN PROPERTY

<table>
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<th>Contributing</th>
<th>Noncontributing</th>
<th>Resource Type</th>
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Number of multiple property listings
St. Petersburg Local Landmark Designation Application

Name of property: Broadfield House

Continuation Section
A BOUNDARY SURVEY OF: Lot 7, less the West 15.00 feet thereof, all of Lot 8, and Lot 9 less the East 121 feet thereof, Block C, NORTHWEST QUARTER-ALLENDALE TERRACE, as recorded in Plat Book 18, Pages 1-2 of the Public Records of Pinellas County, Florida.

According to the maps prepared by the U.S. Department of Homeland Security, this property appears to be located in

Hood zone: X
Constr. Panel No.: 125148 0217 G
Map Data: 9050303
Base Flood Elev., NA
The above collage of news articles was found among the many items of memorabilia left by Cade B. Allen.
The Allen Children - All 8

Miss Ruby Swords and J. F. Tidwell Are Married

The marriage of Miss Ruby Swords and J. F. Tidwell was announced by the Recorder of Records in the County Court on September 10, 1921. The ceremony was performed by the Rev. J. W. Smith of the First Baptist Church.

The happy couple left on their honeymoon, which extended for one week, and was spent in Niagara Falls and New York City.

Society Calendar

October 3: Miss Ethel Mayes, 14-year-old granddaughter of Mr. and Mrs. J. F. Tidwell, is to be married to Mr. W. J. Green, 17-year-old son of Mr. and Mrs. John Green.

University Women Hear Miss Kim At Luncheon

One hundred and fifty University women were present at the luncheon at noon today. The luncheon was given by the University Women to Miss Kim, who was introduced by the president of the University Women.

Miss Mary Marries Mr. With Ceremonies

Miss W. M. Williams was married to Mr. J. F. Tidwell in a private ceremony last week. The wedding was attended by the couple and a few close friends.

Miss Frances Ra Weds Mr. Trust

Miss Frances Ra was married to Mr. J. F. Tidwell in a private ceremony last week. The wedding was attended by the couple and a few close friends.
Considering the Plan for a Home

BY CADE D. ALLEN

As a affairs, the beginning of the home is a life to some. As a place to go to, a place to live, a place to grow, the home is a place of refuge and comfort. To many, the home is a place to return to after a long day, to find solace and peace. It is a place of love and security. The considerations for a home are many, and each person has their own unique needs and desires. The location, size, style, and amenities are all important factors to consider. The process of finding the right home can be a long and involved one, but the end result is a place to call your own. The home is a sanctuary, a place to unwind and recharge, and a place to build a life. The home is a place of comfort, a place of joy, and a place of love. The home is a place that is worth considering deeply.

Friends Here Plan Reception

For Dr. Schavoit of Stamford

For future events, Dr. Schavoit of Stamford, who is now the focus of the attention of many, is planning a reception to celebrate his appointment as the new president of the American Academy of Pediatrics. The reception is scheduled for next week, and plans are being made to ensure that it is a success. The event is expected to attract a large number of attendees, and the atmosphere is expected to be lively and festive. The reception will provide an opportunity for friends and colleagues to come together and celebrate Dr. Schavoit's appointment. It is expected to be a memorable and enjoyable event.
FOREIGN MISSIONS

On many occasions missionaries from foreign lands would visit our church and speak to the congregation about their work and mission. Over the years while we eight kids were growing up Mother and Dad would occasionally say something about giving to the missionaries that had spoken. We knew that they had supported missions in Africa, China, Borneo and others around the world. There was no physical evidence of their giving except for some Chinese coins that had been given to them. That is, until granddaughter June McClendon DeHart found, among her mother Rena's belongings, two receipts dated May 15, 1925 from North China Mission of the Methodist Episcopal Church. There was likely other receipts from this mission as well as others but the two receipts is all we have.

Finding the two receipts set us on a quest to learn more about the North China Mission if we could. The search to obtain datum about the mission started with an appointment with Rev. Lisa Degrenia, Senior Pastor, Allendale United Methodist Church. She provided two leads namely Rev. M. McCoy Gibbs at the Methodist Archives and History in Leesburg, Florida and Mr. Elliott Wright on the Board of Global Ministries in New York City.

I wrote to Rev. Gibbs explaining the reason for my inquiry. I included pictures of the receipts and coins. Mr. Gibbs forwarded all the information to Mr. Dale Patterson who is higher up the archives chain.

On January 7, 2008 an e-mail was sent to Mr. Patterson stating that it would be helpful and greatly appreciated if he could decipher the recipients handwriting giving the names of the geographic area or community in which the church buildings were to be built. On January 15 a phone call was made to Mr. Patterson explaining more fully our reasons for wanting information on the North China Mission. He graciously responded with the e-mail and map of China on pages 9 and 10.
NORTH CHINA MISSION OF THE METHODIST EPISCOPAL CHURCH

Formal Acknowledgment of Special Gift

No. 252

My dear Mr. (or Mrs. Allen):

This is to acknowledge the receipt of your gift of $100 for the support of "Blessed Church" at Junction City. The work at the District Lodge is now in need of a new Church Home and Equipment. With your permission the Church is making

To: Issuer (or Church)

Sincerely yours,
[Signature]

NORTH CHINA MISSION OF THE METHODIST EPISCOPAL CHURCH

Formal Acknowledgment of Special Gift

No. 452

My dear Mr. (or Mrs. Allen):

This is to acknowledge the receipt of your gift of $100 for the support of "Blessed Church" at Junction City. The work at the District Lodge is now in need of a new Church Home and Equipment. With your permission the Church is making

To: Issuer (or Church)

Sincerely yours,
[Signature]
Mr. Allen -

It was a pleasure to speak with you. Here is what I have been able to learn.

Your father's gift went to the Yenchow City church in the North China Mission Conference of the Methodist Episcopal Church. Like an annual conference in the U.S. mission conferences overseas were composed of ministers and also included the missionaries. The conference was considered a mission conference because it was not yet large enough to generate enough funds to support its pastors directly. At that time there were also a few mission conferences within the U.S. as well. The North China Mission started in 1869. I am attaching a map of China showing the boundaries of the various conferences around the 1920s. Yenchow is not on the map, but it appears to have been close to Taian, which is on the map. I am not sure of the modern spelling, but I believe it is Yenzhou. In looking at several resources I have not been able to confirm its exact location; there are several cities and towns with almost the exact same spelling.

Methodist work actually started in southern China, Foochow conference, in the mid 19th century and then moved north. By the 1920s there appears to be about 50 or so pastors in the conference - all Chinese, and about 6 missionaries who serve mostly as teachers, evangelists or medical missionaries. Yenchow was a large enough town to have the entire district named for it. The North China mission covered two significant provinces, Hopeh and Shantung. Shantung became the scene of heavy fighting between the nationalist and communist Chinese forces and later with the Japanese. In the late 1930s the missionaries evacuated from the area and went to Nanking. Those that stayed behind where interned as were many at Nanking when it fell. During the 1920s there are reports of church growth and a real interest on the part of the people for the church. Many churches, medical missions and even Peking University were started by the members of the North China mission. All of the mission work was closed down by the Japanese and then by the Communists. Peking University still exists but has lost any awareness of its past connection with the church. I am not aware that any other church or institution has continued to today.

I hope this helps a little. Your Dad's gift came at an important time. If you have any further questions please feel free to contact me.
HIS LIFE LIVES ON...

This past January, we were notified of the death of Harold Allen who donated the very first car to Missionary Ministries. At that time, his family told us that they were requesting any monetary donations to be given to us in Harold’s memory. Following are some excerpts from the ‘Harold Allen Memorial’ written by his daughter, Stephanie Bower, and read at the memorial service held here in St. Petersburg, January 24th, 2007! These words are a very short summary of Harold’s life.

“Dad was born in St. Petersburg, FL on July 20, 1915” ... “Dad grew up in St. Petersburg. He didn’t graduate from high school because he had a learning disability and struggled with reading. He dropped out of school by the 9th grade. He went to work with Grandpa Allen who owned a construction business” ... “When Dad built something, he always built it to last ... Everything he did, he did with the best of his ability” ... “Dad was truly a servant of the Lord. He was a member of the First Baptist Church, St. Petersburg, FL for more than 55 years ... If anyone ever needed anything built or repaired at church, they would always go to Dad. I know that he took each job as a privilege to serve his church and God” ... “One of the highlights of Dad’s later life was his time spent at D&D Missionary Homes in St. Petersburg ... Dad loved working on these homes. While working at D&D, and just before moving to Birmingham, Dad donated his car to Missionary Ministries. In fact, his car was the first car donated to them. The cars are used to assist the same missionaries with transportation needs” ... “Tom and Lois name all their vehicles and they named Dad’s donated car ‘Stone’ because Stone, one of Dad’s great-grandchildren, was the reason we moved to Birmingham. This program has grown and blessed many people along the way. I know that Dad was proud to be a part of this blessing to many missionaries.”

Tom adds the following: “Harold lived out the scripture from Galatians 6:10 which is also one of the founding scriptures of Missionary Ministries. ‘As we have opportunity, let us do good to all people, especially to those who belong to the family of believers’. Harold Allen truly showed his faith by his deeds. He was a great mentor to me personally and a special gift from God to strengthen and encourage me. He will always have a very special place in my life.”

Although Harold has passed on to be with his Lord, his memory will continue to live on. We have been honored to establish the ‘Harold Allen Memorial Fund’, and we praise God that He has already blessed us with $6000.00 for this purpose. Once this fund reaches the $10,000.00 needed, we will then purchase, in memory of Harold, a vehicle similar to the one pictured here. We are grateful to you, Harold’s family, for your love and kindness and making this possible for our ministry.
FIRST SUPPORTING CHURCH...
Victory Church of the Nazarene held a mission month this October featuring Missionary Ministries. We were able to present the ministry for 10 minutes in both morning services each week as well as take the entire service on 2 of the Sunday evenings. It was a real success and a real challenge to us. The pastor had requested ministry brochures be inserted into all bulletins, so the completion of this brochure was another first for us. From this church, we have received prayer support, vehicle donations, technical, moral and financial support. In this picture, Tom is presenting a ‘Certificate of Appreciation’ to Pastor Rocky Hambrick.

THANK ‘YOU’ FOR AFFECTING THE WORLD
“We really appreciate your hearts and vision to provide this service. There are others who do something similar, but only for missionaries from their own denomination. We are very grateful!” ... Germany

“I just wanted to say how much we have appreciated ... your personal ministry of wheels for missionaries. Again, your ministry & friendship is much appreciated. The Lord bless.” ... Papua New Guinea

“Having Tom pick me up and drop me off at the airport is a HUGE BLESSING every time he has done so. Your ministry is incredible. Thanks so very much.” ... Chile

MISSIONARY MINISTRIES’ MEDIA DEBUT...
During the months of May and June, Tom was privileged to appear on a local television program, ‘Life As a Christian’. Tom was given opportunity to speak for almost the entire half hour each time, and then each program aired 3 days a week on two cable networks for the entire month. Tom was able to present the ministry as well as encourage those watching with God’s winning combination for their lives. DVDs and videos of this program were made and are now in other countries! Isn’t God amazing???

EMAIL PRAYER MINISTRY
Missionary Ministries has over 60 people praying daily for the needs of this ministry. Emails are sent out regularly to all who wish to support the ministry in prayer and, we know without a doubt, that this is the backbone of this ministry. It is prayer that moves the hand of God and we rely heavily on our prayer partners and are grateful for each one of them! A special thank you to all who have partnered with us in this way. Without you, we could not do it!

SHARING OUR MINISTRY NEEDS:
• New prayer partners to join our prayer ministry
• Technical help for the web site and office work
• An individual to help with day to day preparation and maintenance of vehicles
• Replacement and repairs of various vehicles
• Donations of newer cars/vans or finances to purchase the same
• Individuals and churches who will provide monthly financial support

CONTACT INFO: Missionary Ministries, 4020 58th Ave. N., St. Petersburg, FL 33714 missionaryministries@juno.com

OFFICE WORK
Although her computer skills are being stretched and she is still very much in the process of learning, Lois enjoys tackling the varied aspects of this end of the ministry. Some of these include responding to the numerous requests for vehicles, writing newsletters and creating documents. Her favorite part is our email prayer ministry! Lois is pictured here doing the print job on our very first brochure!

MERRY CHRISTMAS TO YOU!
Again, we have reached the time of year when we celebrate the birth of our Lord Jesus Christ. Due to the many happenings of this year, Tom and I will be unable to send out personal Christmas greetings and wishes. As a result, we want to take this opportunity to do two things. Firstly, we wish each and every one of you God’s richest blessings now and throughout the coming year. May you truly have a blessed Christmas season! And also, because He is the Reason for this season, we say ‘Happy Birthday Jesus!’.
Grandpa Allen's Desire to the 3rd and 4th Generation

My Call and Ministry

Raymond C. Allen

When my parents, Harold and Marjorie Allen, dedicated themselves to bring me up in a Christian home they also dedicated me to the ministry – they never told me that they had done this – there was never any pressure about Christian Ministry.

One Christmas, when Carolyn, Michelle, Stephen and I were visiting in Florida we sat in on a Bible Study my parents hosted – in the after study conversation I overheard my father say that he and mom had dedicated me to the ministry. I asked him why they had not told me. His reply, “We dedicated you to the Lord and the ministry, it was up to Him to call you.”

God did call me. One day when our church youth group was at Passagrille beach I went up to the car to get something and God spoke to my heart and said, “Will you serve me?” I thought if you were going to serve God you had only five options – 1. Be a pastor; 2. be a missionary; 3. be a full-time youth minister; 4. a music minister; 5. or an educational director – I did not want to do any of those things; I wanted to be a lawyer. I ran from God’s call for seven years until I got myself expelled from Bob Jones University. At that time I repented of my rebellion and many sins and God forgave me. He reissued His origin call and I submitted my life to whatever He wanted me to do.

Each summer our family spent a week at Mountain Home, NC visiting with Grandma and Grandpa Allen and then attending Music Week at Ridgecrest, NC. One day I did something that displeased Grandpa Allen and he said to me, “Raymond, you’re the Black Sheep of this family.” I know now that he was trying to challenge me to prove him wrong but as I was running from God I lived up to that label for a long time. It is a sorrow to me that I did not learn from my Grandfather.

I have often told the congregations I ministered to that we all need to be careful what we say to our children, grandchildren, and anyone else we have influence over. We can push them in the wrong direction. It was a good lesson for me to learn.

After leaving Bob Jones and working for the St. Pete Times for a year I was accepted at Toccoa Falls College in Toccoa, GA. It was there that I met (in 1967) and married Carolyn Shifflett, January 20, 1968. Carolyn graduated from Toccoa Falls and Georgia Baptist Nursing School in Atlanta. Michelle was born in Atlanta (November 18, 1968) before I graduated from Toccoa Falls with a degree in Bible and Theology. It was then that First Baptist Church of St. Petersburg, FL ordained me to the Gospel Ministry.

The Lord closed the door to Southwestern Seminary in Ft. Worth, TX where I wanted to go and sent us to Gordon-Conwell Theological Seminary in So. Hamilton, MA. It was while Carolyn and I served as Youth Directors with the Salvation Army that we met Ms. Edith Lawrence, the Church Extension Director for the Baptist General Association of New England, SBC. She asked us if we would like to try and start a mission church in the Lawrence, MA area. We said yes!

Edith also told us about New Colony Baptist Church in Billerica, MA, about 15 miles from our home, where we began to attend on Sunday nights. I was serving at the Post Chapel at Fort Devens Army Base, Ayer, MA, as the Educational Director on Sunday mornings. Shortly after my contract ended at Fort Devens the pastor of New Colony resigned. The Deacons asked Carolyn and I if we would serve the Church as
their Interim Pastor. We pastored for eighteen months. The church grew and we broke
ground, built, and dedicated their first Church building.

Just before I graduated from Gordon-Conwell in 1972 with a Masters degree in
Religious Education, Carolyn and I began a mission church in No. Andover, MA —
Judson Memorial Baptist Church. We did not have anyone to lead music so I played the
piano for the hymns, the offertory and the invitation hymn (Music Director) as well as
preached the sermons. The church constituted and called me as Pastor in 1975 and we
began looking for a place to buy or build a new building. Stephen was born in Lawrence,

In early 1977, we were still looking for a building. In our separate devotional
times, God indicated to Carolyn and me that our ministry was to build congregations, not
buildings. We resigned the church and in June 1977 we moved to Carver, MA to begin
serving as Church Planting Missionaries for the Home Mission Board of the Southern
Baptist Convention. God allowed us to serve Him on the South Shore and Cape Cod area
of Massachusetts for almost seven years. We helped start 6 mission congregations.

On the first of November 1983 I became the first Evangelism Director for the new
Baptist Convention of New England where Carolyn and I served for 20 years, retiring at
the end of 2003. The Baptist Convention covers the six New England states: Maine,
New Hampshire, Vermont, Massachusetts, Rhode Island, and Connecticut.

Since I “retired” I have had the privilege of serving as the Interim Executive
Director for the Greater Boston Baptist Association for 21 months. I am now in my 4th
year serving the Massachusetts Baptist Association as their Interim Associational
Missionary. In August 2007 I began serving the Baptist Convention of New England as
an employed missionary promoting the Cooperative Program, the Mission giving plan
that supports over 5000 missionaries here in America and around the world. I will also
help churches with stewardship emphasis*, work with the New England Baptist
Foundation and supervise the Convention’s physical property.

As you can see with my bold and underlined words that I have done all five
things that I did not want to do when God first called me to serve Him — but it has been,
and continues to be, a joy to be part of our God’s plan to reach New England for Christ.
Michelle and her husband, Michael Dean, serve the Greater Boston Baptist
Association as the International Coordinators — they minister to under graduates, graduate
students, post-docs, 41 foreign consulates and 200 foreign owned businesses in Boston.
Granddaughter Lauren (1997) and Grandson Nathaniel (2000) are our joy.

And just to show you that God has a sense of humor — our son, Stephen, is a
Christian lawyer — and that is not an oxymoron. He is a Deacon in his church and plays
his guitar with the church’s worship team in Broken Arrow, OK. Stephen and his wife,
Rachel had our new grandson, Caden Brent Allen, on September 26, 2007.

“For we ourselves were also once foolish, disobedient, deceived, serving various
lusts and pleasures, living in malice and envy, hateful and hating one another. But when
the kindness and the love of God our Savior toward men appeared, not by works of
righteousness which we have done, but according to His mercy He saved us through the
washing of regeneration and renewing of the Holy Spirit, whom He poured out on us
abundantly through Jesus Christ our Savior, that having been justified by His grace we
should become heirs according to the hope of the eternal life.” Titus 3:3-7 NKJV
Continuing Christian Witness in Descendants of Cade and Eva Allen

Pamela C. Evans

It is my privilege to be the oldest daughter, born to Paul and Esther Chandler. Esther Chandler was the seventh child born to Cade and Eva Allen. Mother and Daddy diligently trained us up in the way we should go, as instructed by God's Word. We were faithfully in church every time the doors opened. Mama led me to the Lord at the age of five. I trusted Him as my Savior then, and now, nearly 55 years later, I still trust Him today. The Lord was good to allow my sisters and me to be raised in a home with very strict training and rules. We were taught to honor God's Word and to be obedient. We had much love and laughter in our home, and every day our lives revolved around things of the Lord and how we could serve and honor Him. Being a PK ("Preacher's Kid") was a wonderful experience and good training for my future as a pastor's wife.

We had the joy of visiting with Meme and Papa Allen, both at Mountain Home, NC, and in St. Pete. I still remember how much they loved the Lord, and I was very much aware of their wonderful Christian testimonies. I was a pre-teen when Papa Allen passed away, but memories of his godly influence and his desire to have a good testimony before the Lord greatly impacted my life. I remember his giving his testimony in church one night, recalling how he was convicted about being part of a square dance. He had tears and deep conviction about not living for the Lord, as he should have at that time. I believe that even though his participation in square dancing was before he was saved, he was still ashamed that he had taken part in worldly activities. I remember Meme reading her Bible and praying and talking often of things of the Lord. One time she was visiting us in Memphis, TN, and she found $50 on the ground outside a store. She went back into the store and told the clerks that she had found some money and left a number where she could be reached if someone inquired about it, who could accurately say how much they had lost. No one ever claimed the money. She asked me what I would do with the money if I had found it. I told her I didn't know. She then said she thought she would give it to missions. Meme was a kind and gracious lady, who never talked about others nor spoke unkindly. She was hard working and diligent, a good and faithful servant of the Lord. She went home to be with the Lord last year that our first daughter was born. We still miss Meme and Papa very much.

I know that my grandparents had the desire for their children and grandchildren to serve the Lord. It is wonderful to see the covenant promises of the Lord evident from generation to generation. The Lord has blessed me with a wonderful Christian husband, Mark Evans, whom I met while we were both students at Bob Jones University. We were married the summer after we graduated; then Mark continued in graduate school, where he received his Master of Divinity degree in 1973. That year he received his degree, was ordained as a minister in the Reformed Presbyterian Church, Evangelical Synod, and became installed as pastor of Augusta Street Presbyterian Church in Greenville, SC. He served as pastor there until 1977. In 1979, he entered the Bible Presbyterian Synod, and became pastor of the Bible Presbyterian Church in Greenville. In 1983, he, three elders, and some other Christian people started the Hope Presbyterian Church, where he continues as pastor. We should be celebrating our 25th year at this church in August 2008. The Lord has blessed us with three wonderful children who have married Christian spouses. They have established Christian homes and are all blessed with precious children, whom they are trying to raise for the Lord. Our family believes that man's chief end is to glorify God and to enjoy Him forever, as we have been taught in the Shorter Catechism of the Westminster Confession of Faith. I have had great joy in being a pastor's wife and having the privilege of serving my Savior in our little church here. The Lord has blessed me with opportunities to teach my own children and grandchildren and many other children throughout the years in Sunday School and Vacation Bible School.

Psalm 103:17 & 18 is a special blessing to our family:

"But the mercy of the Lord is from everlasting to everlasting upon them that fear Him, and His righteousness unto children's children; to such as keep His covenant, and to those that remember His commandments to do them."

I am thankful to see the Lord's faithfulness from generation to generation in the Allen family. May His name be praised and may He receive all the glory.

Pamela Chandler Evans
November 24, 2007
Stephen and Janice Worth – Scotland and England

Because of God's mercies and the blessing of both growing up in Christian homes, Steve and Janice (Chandler) Worth were given tender hearts for missionary work in their youth. They met each other while at Bob Jones University in a child evangelism class. In the summer of 1969, Steve went to Scotland on a summer mission team where the Lord first stirred his heart toward the spiritual needs of that country. Married in 1970, Steve and Janice sailed for Scotland in the fall of 1971 and lived for a short time in Edinburgh. Then the Lord provided an opportunity for them to settle in Penicuik, a community of 12,000, (now approx. 24,000) southwest of Edinburgh with little evangelical witness. Starting with children's Bible classes and home Bible studies, by God's grace they were enabled to see the Free Baptist Church of Penicuik established (now called Penicuik Baptist Church). Meanwhile, the Lord was pleased to enlarge their family with Stephen in 1973, Paul in 1976, and Sarah in 1979. Paul married Hannah Cooke in 2002, and they are expecting a baby in early March 2008.

The congregation consists of all ages, with a number of unconverted attending. Members range in age from teens to the late 70's, including some men and women whose husbands and wives are unconverted. The Worth's work with children and young people through various clubs in the church, and endeavor to reach them and their families with the Gospel. They enjoy visiting and ministering in the community and leading Bible studies and Christianity Explored groups, which are evangelistic studies for the non-Christian. An additional outreach of the church is a bookshop that is well stocked with Bibles, Christian literature, greetings cards and gifts and is used by the church and local community.

Great Britain is a country where religious apathy and indifference are pervasive. Church attendance averages no more than 10%, lower in Scotland, which is a stark contrast to nearly every area of the USA. Pray for God's strengthening of Steve and Janice as they continue in evangelism and move to a new ministry—that of assisting and encouraging new works of Gospel outreach.

After 35 years ministering the gospel in Penicuik, Scotland, Steve and Janice have felt the call to a new chapter of gospel service—in Blackpool, England (population of 155,000)! They will be joining the leadership team at Rehoboth Christian Centre (www.rechblackpool.com), a young 4 year old church plant with the FIEC (Fellowship of Independent Evangelical Churches) (www.fiec.org.uk).

If you broke the church open like a stick of Blackpool rock these are the values you would find running through the centre:

- G – God centred life
- L – Learning to grow to be like Christ
- O – Open arms reaching out to the world
- R – Real relationships
- Y – Yes to service

For the remaining years the Lord gives them, they would like to work as part of a team, holding up their arms and being of help wherever they can, seeking to encourage believers and to reach the unconverted.

Please pray for them in this new sphere of ministry.

Contact: Rehoboth Christian Centre, Collingwood Avenue, Blackpool, FY3 8RJ.
T: 01253 304210.
E: info@rechblackpool.com

Steve and Janice eph11723@aol.com or mcworthuk@aol.com
FIRST SUPPORTING CHURCH...

Victory Church of the Nazarene held a mission month this October featuring Missionary Ministries. We were able to present the ministry for 10 minutes in both morning services each week as well as take the entire service on 2 of the Sunday evenings. It was a real success and a real challenge to us. The pastor had requested ministry brochures be inserted into all bulletins, so the completion of this brochure was another first for us. From this church, we have received prayer support, vehicle donations, technical, moral and financial support. In this picture, Tom is presenting a ‘Certificate of Appreciation’ to Pastor Rocky Hambrick.

THANK ‘YOU’ FOR AFFECTING THE WORLD

“We really appreciate your hearts and vision to provide this service. There are others who do something similar, but only for missionaries from their own denomination. We are very grateful!” … Germany

“I just wanted to say how much we have appreciated … your personal ministry of wheels for missionaries. Again, your ministry & friendship is much appreciated. The Lord bless.” … Papua New Guinea

“Having Tom pick me up and drop me off at the airport is a HUGE BLESSING every time he has done so. Your ministry is incredible. Thanks so very much.” … Chile

MISSIONARY MINISTRIES' MEDIA DEBUT...

During the months of May and June, Tom was privileged to appear on a local television program, ‘Life As a Christian’. Tom was given opportunity to speak for almost the entire half hour each time, and then each program aired 3 days a week on two cable networks for the entire month. Tom was able to present the ministry as well as encourage those watching with God’s winning combination for their lives. DVDs and videos of this program were made and are now in other countries! Isn’t God amazing???

EMAIL PRAYER MINISTRY

Missionary Ministries has over 60 people praying daily for the needs of this ministry. Emails are sent out regularly to all who wish to support the ministry in prayer and, we know without a doubt, that this is the backbone of this ministry. It is prayer that moves the hand of God and we rely heavily on our prayer partners and are grateful for each one of them! A special thank you to all who have partnered with us in this way. Without you, we could not do it!!

SHARING OUR MINISTRY NEEDS:

- New prayer partners to join our prayer ministry
- Technical help for the website and office work
- An individual to help with day to day preparation and maintenance of vehicles
- Replacement and repairs of various vehicles
- Donations of newer cars/vans or finance to purchase the same
- Individuals and churches who will provide monthly financial support

CONTACT INFO: Missionary Ministries, 4020 58th Ave. N., St. Petersburg, FL 33714 missionaryministries@juno.com

OFFICE WORK

Although her computer skills are being stretched and she is still very much in the process of learning, Lois enjoys tackling the varied aspects of this end of the ministry. Some of these include responding to the numerous requests for vehicles, writing newsletters and creating documents. Her favorite part is our email prayer ministry! Lois is pictured here doing the print job on our very first brochure!

MERRY CHRISTMAS TO YOU!

Again, we have reached the time of year when we celebrate the birth of our Lord Jesus Christ. Due to the many happenings of this year, Tom and I will be unable to send out personal Christmas greetings and wishes. As a result, we want to take this opportunity to do two things. Firstly, we wish each and every one of you God’s richest blessings now and throughout the coming year. May you truly have a blessed Christmas season! And also, because He is the Reason for this season, we say ‘Happy Birthday Jesus’!
Appendix C
Public Comment
No public comment has been received as of May 1, 2017.
Appendix D

Additional Photographs of Subject Property
Figure 1: The Frank Broadfield House, facing southeast

Figure 2: East elevation showing relationship between original house and 1966 addition
Figure 3: Western side of north-facing façade, showing flat-roofed sunroom, stone chimney, and cylindrical clay tile pipe vents

Figure 4: Detail of boxed cornice, south elevation
Figure 5: Interior gate at top of stairs

Figure 6: Detail of rounded interior walls
ST. PETERSBURG CITY COUNCIL

Meeting of June 1, 2017

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

SUBJECT: City File: ZM-7: Private-initiated application proposing an amendment to the Official Zoning Map designation for the subject property, an estimated 1.16 acre parcel owned by S.T. Florida Portfolio, LLC, C/O SunTrust Corporation Real Estate, generally located east of 6th Street South and north of 42nd Avenue South.

A detailed analysis of the request is provided in Staff Report ZM-7, attached.

REQUEST: (A) ORDINANCE ___-Z amending the Official Zoning Map designation from CRT-1 (Corridor Residential Traditional) to CCS-1 (Corridor Commercial Suburban), or other less intensive use.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Public Input: No phones calls or correspondence have been received to date.

Neighborhood Input: The subject property is not located within the boundaries of any neighborhood association.

Community Planning & Preservation Commission (CPPC): The CPPC held a public hearing on this matter on May 9, 2017 and voted unanimously 7-0 to approve the request.

Recommended City Council Action: 1) CONDUCT the first reading of the attached proposed ordinance; AND 2) SET the second reading and adoption public hearing for June 15, 2017.

Attachments: Ordinance and Staff Report.
ORDINANCE NO. __-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA, BY CHANGING THE ZONING OF PROPERTY GENERALLY LOCATED EAST OF 6TH STREET SOUTH AND NORTH OF 42ND AVENUE SOUTH, FROM CRT-1 (CORRIDOR RESIDENTIAL TRADITIONAL) TO CCS-1 (CORRIDOR COMMERCIAL SUBURBAN); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

Property

LOT 1, BLOCK 1, LAKE MAGGIORE PARK PARTIAL REPLAT OF BLOCK 32 AS RECORDED IN PLAT BOOK 69, PAGE 46 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FKA LOTS 3, 4, AND 5, BLK 32 OF LAKE MAGGIORE PARK, REVISED SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 3 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

[Containing 50,530 square feet or 1.16 acres, more or less.]

District

From: CRT-1 (CORRIDOR RESIDENTIAL TRADITIONAL)

To: CCS-1 (CORRIDOR COMMERCIAL SUBURBAN)

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance shall become effective upon adoption.

APPROVED AS TO FORM AND SUBSTANCE: ZM-7 (Zoning)

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

ASSISTANT CITY ATTORNEY

5-1-17

5-8-17
Staff Report to the St. Petersburg Community Planning & Preservation Commission  
Prepared by the Planning & Economic Development Department,  
Urban Planning and Historic Preservation Division  

For Public Hearing and Executive Action on May 9, 2017,  
at 3:00 p.m., in City Council Chambers, City Hall,  
175 Fifth Street North, St. Petersburg, Florida.

City File: ZM-7  
4142 6th Street South

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

This request is to amend the Official Zoning Map designation from CRT-1 (Corridor Residential Traditional-1) to CCS-1 (Corridor Commercial Suburban-1); there is no Future Land Use Map amendment associated with this request. The applicant’s desire is to develop the site as a retail store.

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APPLICANT INFORMATION:

APPLICANT / PROPERTY OWNER:

Jeff Lazenby, P.E.
Palmetto Capital Group, Inc.
1643 Williamsburg Square
Lakeland, FL 33803

APPLICANT’S REPRESENTATIVE(S):

Scott Lincoln, P.E.
LA Civil, Inc.
P.O. Box 7649
Clearwater, FL 33758

SITE DESCRIPTION:

Street Address: 4142 6th Street South
Parcel ID Number: 06-32-17-48080-001-0010; 06-32-17-48078-032-0020; 06-32-17-48078-032-0010
General Description: East of 6th Street South and North of 42nd Avenue South
Legal Description: See Attachment No. 2
Acreage: 1.16 acres
Zoning, Existing: CRT-1 (Corridor Residential Traditional-1)
Future Land Use: PR-MU (Planned Redevelopment-Mixed Use)
Countywide Plan Map: MMC (Multimodal Corridor)
Existing Use: The subject property is a SunTrust Bank with drive-through. The balance of the property is vacant, 0.35 acres.
Surrounding Uses: North: predominantly single family, with one multifamily building and one retail store abutting 6th Street South; South: mixed-use commercial, including: retail, restaurant, drug store or pharmacy and office, veterinary; East: single family dwellings and social services agency; West: school, public, pre-K through 12th.
Neighborhood Assoc.: None

ZONING HISTORY:

The present CRT-1 zoning designation has been in place since September 2007, following the implementation of the City’s Vision 2020 Plan, the citywide rezoning, and update of the land development regulations (LDRs).
SITE HISTORY:

As stated above, the subject property is estimated to be 1.16 acres or 50,530 square feet in size, and is currently being utilized for a bank with drive-through. The applicant has indicated that the subject property will be utilized in the future for a retail store.

Development potential under the present CRT-1 zoning designation is as follows: 28 multifamily units, calculated at a base density of 24 units per acre; 50,530 square feet of non-residential space, based on a floor-area-ratio (FAR) of 1.0; or a mix of these uses.

Development under the requested CCS-1 zoning designation is as follows: 17 multifamily units, calculated at a base density of 15 units per acre; 27,792 square feet of non-residential space, based on a floor-area-ratio (FAR) of 0.55; or a mix of these uses.

STAFF ANALYSIS:

The primary issues associated with this private application are consistency and compatibility of the requested designation with the established land use and zoning patterns and level of service considerations.

CONSISTENCY AND COMPATIBILITY

The requested CCS-1 zoning designation is consistent with the existing Planned Redevelopment – Mixed-Use (PR-MU) future land use plan category, therefore the request satisfies Policy LU3.3 of the Comprehensive Plan, which states that “each land use plan category shall have a set of different zoning districts that may be permitted within the land use category, and zoning that is not consistent with the plan category shall not be approved.”

The established character of the immediate area includes a mix of commercial and residential uses to the north and commercial uses to the south, with an elementary school to the west and a social service agency embedded in residential properties to the east. The requested CCS-1 zoning is consistent and a natural continuation of the zoning district designation to the south. Therefore, the requested designation is consistent with Policy LU3.6 which states that “land planning should weigh heavily the established character of predominantly developed areas where changes of use or intensity of development are contemplated.”

The requested CCS-1 zoning does not create any additional intrusion to the surrounding residential uses and is a natural continuation of the CCS-1 zoning to the South, which contains the large Coquina Key shopping plaza with many similar uses. The existing property use is already commercial in nature. Therefore, the request also satisfies Policy LU3.17, which states “future expansion of commercial uses is encouraged when infilling into existing commercial areas.”
LEVEL OF SERVICE (LOS) IMPACT

The Level of Service (LOS) impact section of this report concludes that the proposed rezoning will not alter the City’s population or the population density pattern or have a negative effect upon the adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management.

SPECIAL NOTE ON CONCURRENCE:

Level of Service impacts are addressed further in this report. Approval of this rezoning request does not guarantee that the subject property will meet the requirements of Concurrency at the time development permits are requested. Completion of this rezoning does not guarantee the right to develop on the subject property. Upon application for site plan review, or development permits, a full concurrency review will be completed to determine whether or not the proposed development may proceed. The property owner will have to comply with all laws and ordinances in effect at the time development permits are requested.

RECOMMENDATION:

City staff recommends APPROVAL of the applicant’s request to amend the Official Zoning Map designation from CRT-1 (Corridor Residential Traditional-1) to CCS-1 (Corridor Commercial Suburban-1), or other less intensive use, on the basis that the proposal is consistent with the goals, objectives and policies of the City’s Comprehensive Plan.

RELEVANT CONSIDERATIONS ON AMENDMENTS TO OFFICIAL ZONING MAP:

a. Compliance of probable use with goals, objectives, policies and guidelines of the City’s Comprehensive Plan.

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

LU3.1.(F)(2) Planned Redevelopment – Mixed Use (MU) - allowing mixed use retail, office, service and medium density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 24 dwelling units per acre.

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.

LU3.6 Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.
Future expansion of commercial uses is encouraged when infilling into existing commercial areas and activity centers, or where a need can be clearly identified, and where otherwise consistent with the Comprehensive Plan.

All retail and office activities shall be located, designed and regulated so as to benefit from the access afforded by major streets without impairing the efficiency of operation of these streets or lowering the LOS below adopted standards, and with proper facilities for pedestrian convenience and safety.

Commercial — the City shall provide opportunities for additional commercial development where appropriate.

The Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.

Commercial development along the City's major corridors shall be limited to infilling and redevelopment of existing commercially designated frontages.

b. Whether the proposed amendment would impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

The proposed amendment will not impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

c. Whether the proposed change would alter population or the population density pattern and thereby impact residential dwelling units and or public schools.

The proposed change will not alter population or the population density pattern and thereby impact residential dwelling units and/or public schools. While the zoning will change, both CRT-1 and CCS-1 have a FLUM map category of PR-MU (Planned Redevelopment-Mixed Use) with a total maximum development potential of 24 multifamily units per acre.
d. Impact of the proposed amendment upon the following adopted levels of service (LOS) for public services and facilities including but not limited to: water, sewer, sanitation, traffic, mass transit, recreation, stormwater management.

The following analysis indicates that the proposed change will not have a significant impact on the City's adopted levels of service for potable water, sanitary sewer, solid waste, traffic, mass transit, stormwater management and recreation. Should the requested rezoning for the subject property be approved, the City has sufficient capacity to meet all demands.

WATER

Under the existing interlocal agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit, on or before February 1 of each year, the anticipated water demand for the following water year (October 1 through September 30). TBW is contractually obligated to meet the City's and other member governments' water supply needs. The City's current potable water demand is 28.8 million gallons per day.

The City's adopted level of service (LOS) standard for potable water is 125 gallons per capita per day, while the actual usage is estimated to be 79 gallons per capita per day. Therefore, there is excess water capacity to serve the amendment area.

WASTEWATER

The subject property is served by the Southwest Water Reclamation Facility, which presently has excess average day capacity estimated to be 1.29 million gallons per day (MGD). The estimate is based on a permit capacity of 20 MGD and a calendar year 2015 daily average flow of 18.71 MGD. Therefore, there is excess average daily sanitary sewer capacity to serve the amendment area.

SOLID WASTE

All solid waste disposal is the responsibility of Pinellas County. The County currently receives and disposes of municipal solid waste, and construction and demolition debris, generated throughout Pinellas County. The Pinellas County Waste-to-Energy Plant and the Bridgeway Acres Sanitary Landfill are the responsibility of Pinellas County Utilities, Department of Solid Waste Operations; however, they are operated and maintained under contract by two private companies. The Waste-to-Energy Plant continues to operate below its design capacity of incinerating 985,500 tons of solid waste per year. The continuation of successful recycling efforts and the efficient operation of the Waste-to-Energy Plant have helped to extend the life span of Bridgeway Acres. The landfill has approximately 30 years remaining, based on current grading and disposal plans.

There is excess solid waste capacity to serve the amendment area.
TRAFFIC

The adopted level of service standard for roadways is “D” in the Comprehensive Plan. 6th Street South is classified as a city collector road and is presently operating at a level of service “C” between 30th Avenue South and 45th Avenue South. Sufficient capacity exists to accommodate the requested change, especially given that the desired and existing uses for the subject property are both commercial.

MASS TRANSIT

The Citywide LOS for mass transit will not be affected. The PSTA has one route that provides local transit service to the subject site: Route 4 has a service frequency of 15 minutes. The LOS standard for mass transit is headways less than one hour.

RECREATION

The City's adopted LOS for recreational acreage, which is 9 acres per 1,000 population, will not be impacted by this proposed rezoning. Under both the existing and proposed zoning, the LOS citywide will remain at 28.1 acres per 1,000 population.

STORMWATER MANAGEMENT

Sufficient capacity exists to accommodate the requested change.

e. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansion.

The land area is both appropriate and adequate for the anticipated use of the subject property.

f. The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.

There are approximately 122 acres of vacant land in the City designated with CCS-1 zoning.

g. Whether the proposed change is consistent with the established land use pattern.

The proposed change will permit mixed-use development, which is consistent with the established land use pattern to the north and south of the subject area.

h. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.

The existing CRT-1 zoning district boundary is not illogically drawn in relation to existing conditions.
i. If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.

Both the current zoning, CRT-1, and the proposed zoning, CCS-1, allow for mixed-use development opportunities (i.e., each allow for some residential, office and commercial uses).

j. Whether the subject property is located within the 100-year flood plain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.

According to the FEMA Flood Insurance Rate Map (FIRM), a portion of the subject property is located within the 100-year flood plain. A portion of the property is also located within the CHHA (Coastal High Hazard Area). Since the maximum residential development potential decreases in this case from 28 units to 17 units, the rezoning is consistent with development constraints imposed by the CHHA designation.

k. Other pertinent information. None.
LEGAL DESCRIPTION (Area to be Rezoned)

Real property in the City of St. Petersburg, County of Pinellas, State of Florida, described as follows:

Lots 1, 2 and 7 in Block 32, Lake Maggiore Park, revised Subdivision as recorded in Plat Book 7, Page 3 of the Public records of Pinellas County, Florida.

And

Lot 1, Block 1, Lake Maggiore Park Partial Replat of Block 32 as recorded in Plat Book 69, Page 46 of the Public Records of Pinellas County, Florida, fka Lots 3, 4, and 5, Blk 32 of Lake Maggiore Park, revised Subdivision as recorded in Plat Book 7, Page 3 of the Public Records of Pinellas County, Florida.
APPLICATION

FUTURE LAND USE PLAN CHANGE
REZONING

NARRATIVE

PROPERTY INFORMATION:
Street Address: 4142 6th Street South
Parcel ID or Tract Number: 06-32-17-48080-001-0010; 06-32-17-48078-032-0020; 06-32-17-48078-032-0010
Square Feet: 50530
Acreage: 1.16
Proposed Legal Description: (SEE ATTACHED DEED)

Is there any existing contract for sale on the subject property: Yes
If so, list names of all parties to the contract: Palmetto Capital Group, Inc. and S T FLORIDA PORTFOLIO LLC
Is contract conditional or absolute: Conditional re: Rezoning Success

Are there any options to purchase on the subject property: No
Is so, list the names of all parties to option:

REQUEST:
The applicant is of the opinion that this request would be an appropriate land use and / or rezoning for the above described property, and conforms with the Relevant Considerations of the Zoning Ordinance for the following reasons:

The subject site is occupied by a SunTrust Bank with drive-through and has been in existence for 19 years. The property to the South is zoned CCS-1 and has been developed as a large shopping center since 1957; 60 years. The property to the north is zoned CCS-1. The desired zoning classification for the property is CCS-1 providing continuity along the 6th Street corridor.

The Applicant proposes development of the Site as a Discount Store providing a neighborhood retail use for purchase of general convenience & grocery goods. The use will be a low traffic generator and will provide local employment opportunities.

NARRATIVE (PAGE 1 of 1)
PUBLIC COMMENTS

City staff have not received any phone calls, visitors or correspondence related to this item.
ST. PETERSBURG CITY COUNCIL

Meeting of June 1, 2017

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

SUBJECT: City File: FLUM-44: A private application proposing amendments to the Future Land Use Map and Official Zoning Map designations for the subject property, an estimated 0.41 acre portion of a 1.06 acre parcel owned by Chick-Fil-A Inc., generally located on the southeast corner of 4th Street North and 43rd Avenue North.

A detailed analysis of the request is provided in Staff Report FLUM-44, attached.

REQUEST: (A) ORDINANCE ___-L amending the Future Land Use Map designation from Planned Redevelopment Residential to Planned Redevelopment-Mixed Use.

(B) ORDINANCE ___-Z amending the Official Zoning Map designation from NT-1 (Neighborhood Traditional) to CCS-1 (Corridor Commercial Suburban), or other less intensive use.

RECOMMENDATION:

Administration: The Administration recommends APPROVAL.

Public Input: City staff has received four phone calls regarding the proposed amendment from residents and business owners in the area. They were seeking further clarification of the proposal and were not opposed to the rezoning.

Neighborhood Input: The subject property is located within the boundaries of the North East Park Neighborhood Association. The applicant has reached out to the association and will be providing a presentation in the upcoming weeks. The Planning & Economic Development Department has received no phone calls or correspondence to date.

Community Planning & Preservation Commission (CPPC): The CPPC held a public hearing on this matter on May 9, 2017 and voted unanimously 7-0 to approve the request.

Recommended City Council Action: 1) CONDUCT the first reading of the attached proposed ordinances; AND 2) SET the second reading and adoption public hearing for June 15, 2017.

Attachments: Ordinances (2) and Staff Report.
ORDINANCE NO. ___-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE ZONING OF THE PROPERTY GENERALLY BOUNDED BY 4TH STREET NORTH, AND 43RD AVENUE NORTH, FROM NT-i (NEIGHBORHOOD TRADITIONAL-i) TO CCS-i (CORRIDOR COMMERCIAL SUBURBAN-i); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

Property

Lots 7, 8, 9 and 10, LAUGHNERS SUBDIVISION, according to the Plat Thereof on file in the Office of the Clerk of the Circuit Court in and for Pinellas County, Florida recorded in Plat Book 5, page 82, said lands situated and being in Pinellas County Florida.

AND:

That portion of the alley between lots 3, 4, 5, 6 & 7, LAUGHNERS SUBDIVISION according to the plat thereof recorded in plat book 5, page 82, public records of Pinellas County, Florida; described as follows:

FROM THE NORTHWEST CORNER OF SAID LOT 6; RUN THENCE N 89°57'08" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF 43RD AVENUE, A DISTANCE OF 118.50 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE N 89°57'08" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S 00°33'33" E A DISTANCE OF 107.18 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE (AND SOUTHWESTERLY BOUNDARY OF SAID LOT 7) THROUGH A CENTRAL ANGLE OF 89°29'19" A DISTANCE OF 31.24 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 7; THENCE N 89°57'08" E ALONG SAID SOUTH LINE, A DISTANCE OF 0.50 FEET TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 36.00 FEET; FROM A CHORD BEARING S 44°41'48" W, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°30'41" A DISTANCE OF 56.87 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF SAID LOT 3; THENCE N 00°33'33" W ALONG THE EAST LINE OF SAID LOTS 3, 4, 5, AND 6, A DISTANCE OF 163.32 FEET TO THE POINT OF BEGINNING.
District

From: NT-1 (Neighborhood Traditional-1)

To: CCS-1 (CORRIDOR COMMERCIAL SUBURBAN-1)

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance shall become effective upon the date the ordinance adopting the required amendment to the City of St. Petersburg Comprehensive Plan’s Future Land Use Map becomes effective (Ordinance ___-L).

APPROVED AS TO FORM AND SUBSTANCE:

FLUM-44 (Zoning)

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

ASSISTANT CITY ATTORNEY
ORDINANCE NO. __-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE LAND USE DESIGNATION OF THE PROPERTY GENERALLY BOUNDED BY 4TH STREET NORTH, AND 43RD AVENUE NORTH, FROM PLANNED REDEVELOPMENT-RESIDENTIAL TO PLANNED REDEVELOPMENT-MIXED USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; and

WHEREAS, the City of St. Petersburg Comprehensive Plan and Future Land Use Map are required by law to be consistent with the Countywide Comprehensive Plan and Future Land Use Map and the Pinellas Planning Council is authorized to develop rules to implement the Countywide Future Land Use Map; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg land use amendment provided herein as being consistent with the proposed amendment to the Countywide Future Land Use Map which has been initiated by the City; now, therefore

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the Future Land Use Map of the City of St. Petersburg Comprehensive Plan is amended by placing the hereinafter described property in the land use category as follows:

<table>
<thead>
<tr>
<th>Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 7, 8, 9, and 10, LAUGHNERS SUBDIVISION, according to the Plat Thereof on file in the Office of the Clerk of the Circuit Court in and for Pinellas County, Florida recorded in Plat Book 5, page 82, said lands situated and being in Pinellas County Florida.</td>
</tr>
</tbody>
</table>

AND:

That portion of the alley between lots 3, 4, 5, 6 & 7, LAUGHNERS SUBDIVISION according to the plat thereof recorded in plat book 5, page 82, public records of Pinellas County, Florida; described as follows:
FROM THE NORTHWEST CORNER OF SAID LOT 6; RUN THE NCE N 89°57'08" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF 43RD AVENUE, A DISTANCE OF 118.50 FEET FOR A POINT OF BEGINNING; CONTINUE TRENCE IN 89°57'08" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1600 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENC 5 00'33/33" E A DISTANCE OF 107.18 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE (AND SOUTHWESTERLY BOUNDARY OF SAID LOT 7) THROUGH A CENTRAL ANGLE OF 89°28'19" A DISTANCE OF 31.24 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 7; THENCE N 89°57'08" E ALONG SAID SOUTH LINE, A DISTANCE OF 0.50 FEET TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 36.00 FEET; FROM A CHORD BEARING S 44°31'48" W, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°30'43" A DISTANCE OF 56.87 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF SAID LOT 8; THENCE IN 00°39'33" W ALONG THE EAST LINE OF SAID LOTS 8, 4, 5, AND 6, A DISTANCE OF 163 32 FEET TO THE POINT OF BEGINNING.

Land Use Category

From: Planned Redevelopment-Residential

To: Planned Redevelopment-Mixed Use

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon approval of the required Land Use Plan change by the Pinellas County Board of County Commissioners (acting in their capacity as the Countywide Planning Authority) and upon issuance of a final order determining this amendment to be in compliance by the Department of Economic Opportunity (DEO) or until the Administration Commission issues a final order determining this amendment to be in compliance, pursuant to Section 163.3187, F.S. 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 as set forth above.

APPROVED AS TO FORM AND SUBSTANCE:

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

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

For Public Hearing and Executive Action on May 9, 2017
at 3:00 p.m., in City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: FLUM-44
Chick-Fil-A

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

This is a private application requesting to amend the Future Land Use Map category from PR-R (Planned Redevelopment – Residential) to PR-MU (Planned Redevelopment – Mixed Use) and rezone from NT-1 (Neighborhood Traditional) to CCS-1 (Commercial Corridor Suburban). The Countywide Plan Map category will also change from RM (Residential Medium) to MMC (Multimodal Corridor). The purpose of this application is to improve Chick-Fil-A’s service at its drive-thru window. It will allow the site to be redeveloped into a modern drive-thru facility with double order points. This will improve traffic circulation and alleviate queuing onto 4th Street North during peak business hours. The application will not increase the depth of physical development, since the area to be rezoned already contains the existing drive-thru lane and equipment.

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Attachment 1: Map Series ........................................ Page 13
Attachment 2: Legal Description .............................. Page 17
Attachment 4: Application ........................................ Page 18
Attachment 5: Public Comments ............................. Page 21
APPLICANT INFORMATION:

APPLICANT / PROPERTY OWNER:
Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349

APPLICANT'S REPRESENTATIVE(S):
Gina K. Grimes, Esq.
HILL WARD HENDERSON
3700 Bank of America Plaza
101 East Kennedy Boulevard
Tampa, FL 33602

Eileen Graf
Interplan LLC.
604 Courtland Street
Suite 100
Orlando, FL 32804

SITE DESCRIPTION:
Street Address: 4241 4th Street North
Parcel ID Number: 06-31-17-12937-000-0010
General Description: East of 4th Street North and south of 43rd Avenue
Legal Description: See Attachment No. 2
Acreage: 0.41 acres
Zoning, Existing: NT-1 (Neighborhood Traditional)
Future Land Use: PR-R (Planned Redevelopment Residential)
Countywide Plan Map: RM (Residential Medium)
Existing Use: Parking lot, drive-thru, and dumpster
Surrounding Uses: North: 43rd Ave North; South: single- and multi-family development; East: 4th Street North; West: single-family development
Neighborhood Assoc.: North East Park Neighborhood Association
ZONING HISTORY:

The present NT-1 zoning designation has been in place since September 2007, following the implementation of the City's Vision 2020 Plan, the citywide rezoning and update of the land development regulations (LDRs). Prior to 2007 the existing CCS-1 and NT-1 zoning categories were ROR-1 and RS-75, respectively.

SITE HISTORY:

The existing Chick-Fil-A was first approved in 1998 by special exception with one variance to the minimum green yard requirements (SE 98-036). The building is located almost entirely on the CCS-1 portion of the parcel. The existing drive-thru lane and equipment encroaches approximately 110 feet into the designated PR-R and NT-1 portion of the parcel; the remaining balance of the parcel includes a dumpster area and parking lot.

![Diagram of CCS-1 and NT-1 zones]

Figure 1: Existing Zoning with proposed site improvements

STAFF ANALYSIS:

The primary issues related to the applicant’s request are the following: 1) consistency of the requested designations with the established land use and zoning patterns; 2) commercial corridor redevelopment opportunities; 3) eliminating existing non-conforming uses; 4) traffic impact; and 5) other level of service considerations.
CONSISTENCY AND COMPATIBILITY

Figure 2: Proposed Zoning with proposed site improvements

The requested 142 addition feet of PR-MU Plan designation and CCS-1 zoning would create a commercial depth of approximately 270 feet from 4th Street. This demarcation line between the two zoning categories was chosen because it allows for the preservation of a 45 foot buffer zone between the commercially zoned land, and existing residential zoned parcels to the east. Falling on the west edge of the formerly platted lot number 10 of the Laughner sub-division, the buffer area honors the historic development pattern of the neighborhood, while accommodating the requested improvements. The proposed CCS-1 zoning will have the same depth as the commercial uses across 43rd Avenue North, and is consistent with the existing CCS-1 zoning in the area where depths range from 117 to 300 feet. The remaining 45 feet to the east of the rezoning will remain NT-1, and will continue to serve as a buffer between the commercial development and single family housing. It is also dimensionally appropriate to allow for future redevelopment of a single family household. Thus, the request is consistent with Policy LU3.4 of the Comprehensive Plan, which states that "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."

The requested designations are also consistent with Policy LU3.6 which state that "land use planning decisions shall weigh heavily the established character of predominantly developed areas where changes of use or intensity of development are contemplated." The character of this
area of the City is dominated by commercial uses along 4th Street North, a minor arterial roadway.

City staff believes that the applicant’s request is also consistent with Policy LU3.5, which states that “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.”

**COMMERCIAL CORRIDOR REDEVELOPMENT OPPORTUNITIES**

If approved, the applicant’s request will result in new investment and redevelopment within an existing commercial corridor, which is consistent with the following objectives and policies from the Comprehensive Plan: Policy LU3.17, which states that “future expansion of commercial uses is encouraged when infilling into existing commercial areas and activity centers, or where a need can be clearly identified, and where otherwise consistent with the Comprehensive Plan;” Objective LU4(2), which states that “…the City shall provide opportunities for additional commercial development where appropriate;” Policy LU11.2, which states that “the need for redevelopment should be assessed based on non-conforming uses and the potential for private investment;” and Objective LU18, which states that “commercial development along the City’s major corridors shall be limited to infilling and redevelopment of exiting commercially designated frontages.”

**ELIMINATING NON-CONFORMING USES**

As described in the existing use section of this report, the subject area, although currently residentially designated PR-R and NT-1, does contain the majority of the existing drive thru lane and equipment, as well as a dumpster, and a small section of the main building, all of which are commercial in use. The site plan from 1999 depicts all of these commercial uses in their current layout extending into the residentially zoned property. Following the implementation of the Vision 2020 Special Area Plan in 2007, these uses now exist as legal non-conforming uses that were previously approved.

Given this existing condition, the proposed amendment will not increase the depth of commercial development, since the area to be rezoned is already used for a commercial purpose (drive-thru). The increase in depth of commercial zoning will allow the site to be redeveloped into a modern drive-thru facility that meets all of the LDR standards, including parking and landscaping, and would lie within the range of depths of PR-MU zoned land in the area.

**TRAFFIC IMPACT**

Roadway level of service (LOS) and traffic impacts are discussed in greater detail in the Impact Section of this report. To summarize, an amendment from Planned Redevelopment Residential to Planned Redevelopment Mixed Use will likely result in a net increase of 13 p.m. peak hour trips; however, such an increase would not have an impact on roadway level of service.
In summary, City staff concludes that the traffic resulting from the proposed amendment will not significantly impact the surrounding roadway network, which is consistent with the following Comprehensive Plan policies:

- Policy LU3.18, which states that all retail and office activities shall be located, designed and regulated so as to benefit from the access afforded by major streets without impairing the efficiency of operation of these streets or lowering the LOS below adopted standards, and with proper facilities for pedestrian convenience and safety.

- Policy LU5.3, which states that the Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.

- Policy T1.3, which states that the City shall review the impact of all rezoning proposals and requests to amend the FLUM on the City’s transportation system. FLUM amendment requests that increase traffic generation potential shall demonstrate that transportation capacity is available to accommodate the additional demand.

**LEVEL OF SERVICE (LOS) IMPACT**

The Level of Service (LOS) impact section of this report concludes that the proposed rezoning will not alter the City’s population or the population density pattern or have a negative effect upon the adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management.

**SPECIAL NOTE ON CONCURRENCY:**

Level of Service impacts are addressed further in this report. Approval of this rezoning request does not guarantee that the subject property will meet the requirements of Concurrency at the time development permits are requested. **Completion of this rezoning does not guarantee the right to develop on the subject property.** Upon application for site plan review, or development permits, a full concurrency review will be completed to determine whether or not the proposed development may proceed. The property owner will have to comply with all laws and ordinances in effect at the time development permits are requested.

**RECOMMENDATION:**

City staff recommends **APPROVAL** of the applicant’s request to amend the Official Zoning Map designation from NT-1 (Neighborhood Traditional) to CCS-1 (Corridor Commercial Suburban), The Future Land Use Map from PR-R (Planned Redevelopment Residential) to PR-MU (Planned Redevelopment Mixed Use), and the Countywide Plan Map from RM (Residential Medium) to MMC (Multimodal Corridor) on the basis that the proposal is consistent with prior development approvals and the goals, objectives and policies of the City’s Comprehensive Plan.
RELEVANT CONSIDERATIONS ON AMENDMENTS TO OFFICIAL ZONING MAP:

a. Compliance of probable use with goals, objectives, policies and guidelines of the City's Comprehensive Plan.

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

LU2.4 The City may permit an increase in land use intensity or density outside of activity center where available infrastructure exists and surrounding uses are compatible.

LU3.1 (F)(2) Planned Redevelopment – Mixed Use (MU) – allowing mixed use retail, office, service and medium density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 24 dwelling units per acre.

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.

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.

LU3.6 Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

LU3.7 Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.

LU3.17 Future expansion of commercial uses is encouraged when infilling into existing commercial areas and activity centers, or where a need can be clearly identified, and where otherwise consistent with the Comprehensive Plan.

LU3.18 All retail and office activities shall be located, designed and regulated so as to benefit from the access afforded by major streets without impairing the efficiency of operation of these streets or lowering the LOS below adopted standards, and with proper facilities for pedestrian convenience and safety.

LU4(2) Commercial – the City shall provide opportunities for additional commercial development where appropriate.
LU5.3 The Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.

LU9: The City shall continue to define and regulate nonconforming and grandfathered uses consistent with the requirements of Chapter 163, F.S. for the purpose of reducing or eliminating land uses that are inconsistent with the character of the community including repetitive loss and other properties that do not comply with minimum FEMA flood elevation standards as targeted in Policies CM11.11 and CM11.12. The regulations may include provisions for eliminating or reducing uses that are inconsistent with interagency hazard mitigation reports.

LU11.2 The need for redevelopment should be assessed based on the following factors; 1) building conditions, 2) socio/economic characteristics, 3) land to improvement value ratios, 4) non-conforming uses and 5) potential for private investment.

LU18: Commercial development along the City's major corridors shall be limited to infilling and redevelopment of existing commercially designated frontages.

T1.3 The City shall review the impact of all rezoning proposals and requests to amend the FLUM on the City's transportation system. FLUM amendment requests that increase traffic generation potential shall demonstrate that transportation capacity is available to accommodate the additional demand.

b. Whether the proposed amendment would impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

The proposed amendment will not impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

c. Whether the proposed change would alter population or the population density pattern and thereby impact residential dwelling units and or public schools.

The proposed change will not alter population or the population density pattern and thereby impact residential dwelling units and/or public schools.

d. Impact of the proposed amendment upon the following adopted levels of service (LOS) for public services and facilities including but not limited to: water, sewer, sanitation, traffic, mass transit, recreation, stormwater management.
The following analysis indicates that the proposed change will not have a significant impact on the City's adopted levels of service for potable water, sanitary sewer, solid waste, traffic, mass transit, stormwater management and recreation. Should the requested land use change and rezoning for the subject 0.41 acres be approved, the City has sufficient capacity to serve the subject property.

**WATER**

Under the existing inter-local agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit, on or before February 1 of each year, the anticipated water demand for the following water year (October 1 through September 30). TBW is contractually obligated to meet the City's and other member government's water supply needs. The City's current potable water demand is 28.8 million gallons per day (mgd).

The City's adopted LOS standard for potable water is 125 gallons per capita per day, while the actual usage is estimated to be 79 gallons per capita per day. Therefore, there is excess water capacity to serve the amendment area.

**WASTEWATER**

The subject property is served by the Northeast Water Reclamation Facility, which presently has excess average day capacity estimated to be 7.13 million gallons per day (MGD). The estimate is based on a permit capacity of 16 MGD and a calendar year 2016 daily average flow of 8.87 MGD. Therefore, there is excess average daily sanitary sewer capacity to serve the amendment area.

**SOLID WASTE**

All solid waste disposal is the responsibility of Pinellas County. The County currently receives and disposes of municipal solid waste, and construction and demolition debris, generated throughout Pinellas County. The Pinellas County Waste-to-Energy Plant and the Bridgeway Acres Sanitary Landfill are the responsibility of Pinellas County Utilities, Department of Solid Waste Operations; however, they are operated and maintained under contract by two private companies. The Waste-to-Energy Plant continues to operate below its design capacity of incinerating 985,500 tons of solid waste per year. The continuation of successful recycling efforts and the efficient operation of the Waste-to-Energy Plant have helped to extend the life span of Bridgeway Acres. The landfill has approximately 30 years remaining, based on current grading and disposal plans. Thus, there is excess solid waste capacity to serve the amendment area.
TRAFFIC

Summary of traffic impact (p.m. peak hour trips):

Existing Planned Redevelopment Residential Plan Category 4
Requested Planned Redevelopment Mixed-Use Plan Category 17

13 new p.m. peak hour trips

Existing Conditions

The subject property has access to 4th Street North, which is a six-lane, minor arterial that is maintained by the Florida Department of Transportation. Based on the Forward Pinellas 2016 Level of Service Report, the level of service (LOS) for 4th Street from 62nd Ave N to 38th Ave N is "C". This level of service is based on the 2015 average annual traffic (AADT) volume of 40,671. The volume-capacity ratio for this six-lane divided facility is 0.723, so there is spare capacity to accommodate new trips.

The statutory provisions for transportation concurrency were rescinded in 2011. In the absence of state imposed transportation concurrency management requirements, the Pinellas County Metropolitan Planning Organization (MPO) authorized a multi-jurisdictional task force to develop a countywide approach to manage the transportation impacts associated with development or redevelopment projects through local site plan review processes. The task force created the Pinellas County Mobility Plan, which was adopted by the MPO in September 2013, and called for the renaming the Transportation Impact Fee Ordinance as the Multimodal Impact Fee Ordinance, which became effective on May 1, 2016. On March 3, 2016 the St. Petersburg City Council approved amendments to the Future Land Use, Transportation, Capital Improvements and Intergovernmental Coordination elements of the Comprehensive Plan in order to ensure consistency with the countywide approach to managing transportation impacts associated with development or redevelopment projects.

Policy T3.1 in the Transportation Element, which previously identified the LOS D standard for major roads in St. Petersburg, was revised to include policies that pertain to the implementation of the Pinellas County Mobility Management System. Transportation management plans, and in some cases traffic studies, are required for large development projects (51 new peak hour trips or more) that impact deficient roads, which are defined countywide as major roads operating at peak hour LOS "E" and "F" and/or volume-to-capacity (v/c) ratio 0.9 or greater without a mitigating improvement scheduled for construction within three years. The proposed rezoning is not located on a deficient road, so a transportation management plan or traffic study would not be required.
MASS TRANSIT

The PSTA has one route on 4th Street North. Route 4 provides service from the Gateway Mall in the north, through downtown, to Pinellas Point in the south.

RECREATION

The City’s adopted LOS for recreation and open space is 9 acres per 1,000 population, the actual LOS City-wide is estimated to be 21.9 acres per 1,000 population. If approved, there will be no impact on the adopted LOS standard for recreation and open space.

STORMWATER MANAGEMENT

Prior to any re/development within the subject area, site plan approval shall be required. At that time, the stormwater management system for the site will be required to meet all City and SWFWMD stormwater management criteria.

e. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansion.

The land area is both appropriate and adequate for the anticipated use of the subject property. As previously stated, the applicant’s desire is to use the subject area with the existing commercially-zoned (CCS-1) abutting to the west in order to construct improve their drive-thru configuration. The additional land will provide adequate area for the new drive-thru.

f. The amount and availability of vacant land or land suitable for redevelopment shown for similar uses in the City or in contiguous areas.

There are 122.348 acres of vacant land within the CCS-1 Zoning category.

g. Whether the proposed change is consistent with the established land use pattern.

The proposed rezoning is consistent with the established land use pattern.

h. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change.

The proposed boundaries are logically drawn in relation to existing conditions.

i. If the proposed amendment involves a change from a residential to a nonresidential use, whether more nonresidential land is needed in the proposed location to provide services or employment to the residents of the City.

The proposed amendment only results in an additional 0.41 acres of nonresidential land. More non-residential land is not needed in the proposed location.
j. Whether the subject property is located within the 100-year flood plain or Coastal High Hazard Area as identified in the Coastal Management Element of the Comprehensive Plan.

According to the FEMA Flood Insurance Rate Map ("FIRM"), approximately 900 square feet on the southern end of the property is located within a designated flood zone. The property is not located within the Coastal High Hazard Area ("CHHA").

k. Other pertinent information.

None.
EXISTING ZONING

CITY FILE

From: NT-1
(Neighborhood Traditional-1)

To: CCS-1
(Corridor Commercial Suburban-1)

SCALE: 1" = 125'

SUBJECT AREA
CITYFILE
From: PRR
Th: PRMU
(Planned Redevelopment (Planned Redevelopment FLUM44-Residential)-MixedUse)
SUBJECTAREA
SCALE: r=125
City File: FLUM-44
Page 15
LEGAL DESCRIPTION (Area to be Rezoned)

Lots 7, 8, 9, and 10, LAUGHNERS SUBDIVISION, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Pinellas County, Florida recorded in Plat Book 5, page 82, said lands situate and being in Pinellas County, Florida.

AND:

That portion of the alley between lots 3, 4, 5, 6 & 7, LAUGHNERS SUBDIVISION according to the plat thereof recorded in plat book 5, page 82, public records of Pinellas County, Florida; described as follows:

FROM THE NORTHWEST CORNER OF SAID LOT 6; RUN THENCE N 89°57'08" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF 43RD AVENUE, A DISTANCE OF 118.50 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE N 89°57'08" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S 00°33'33" E A DISTANCE OF 107.18 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE (AND SOUTHWESTERLY BOUNDARY OF SAID LOT 7) THROUGH A CENTRAL ANGLE OF 89°29'19" A DISTANCE OF 31.24 FEET TO A POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 7; THENCE N 89°57'08" E ALONG SAID SOUTH LINE, A DISTANCE OF 0.50 FEET TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 36.00 FEET; FROM A CHORD BEARING S 44°41'48" W, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°30'41" A DISTANCE OF 56.87 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF SAID LOT 3; THENCE N 00°33'33" W ALONG THE EAST LINE OF SAID LOTS 3, 4, 5, AND 6, A DISTANCE OF 163.32 FEET TO THE POINT OF BEGINNING.

Containing 18,054 square feet or 0.41 acres, more or less.
APPLICATION

FUTURE LAND USE PLAN CHANGE
REZONING

All applications are to be filled out completely and accurately. The application shall be submitted to the City of St. Petersburg's Planning and Economic Development Department, located on the 2nd floor of the Municipal Services Building, One Fourth Street North, St. Petersburg, Florida.

GENERAL INFORMATION

Date of Submission: March 31, 2017
Street Address: 4241 Fourth Street North, St. Petersburg, FL 33705
Parcel ID or Tract Number: 06-31-17-12937-000-0010
Zoning Classification:
Present: NT-1
Proposed: CC-1
Future Land Use Plan Category:
Present: PR-R
Proposed: PR-ML

NAME of APPLICANT (Property Owner): Chick-Fil-A, Inc.
Street Address: 5200 Buford Road
City, State, Zip: Atlanta, GA 30349
Telephone No: (404) 306-3934
Email Address: chadbaker@cfninc.com

NAME of any others PERSONS (Having ownership interest in property):
Specify interest held:
Is such interest Contingent or Absolute:
Street Address:
City, State, Zip:
Telephone No:
Email Address:

NAME of AGENT OR REPRESENTATIVE: Gina Grimes, Hill Ward Henderson / Interplan LLC
Street Address: 101 E. Kennedy Boulevard / 504 Courland Street, Suite 100
City, State, Zip: Tampa, FL 33602 / Orlando, FL 32804
Telephone No: (813) 227-8421 / (407) 645-5006
Email Address: gina.grimes@hwlaw.com; ogral@interplanllc.com; chickmen@interplanllc.com

AUTHORIZATION

Future Land Use Plan amendment and / or rezoning requiring a change to the Countywide Map
$ 2,400.00
Future Land Use Plan amendment and / or rezoning NOT requiring a change to the Countywide Map
$ 2,000.00
Rezoning only
Cash or credit card or check made payable to the "City of St. Petersburg"

The UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with the application. Further, this application must be complete and accurate, before the public hearings can be advertised, with attached justification form completed and filed as part of this application.

Signature: Susannah Fost, VP Existing Restaurants
Date: 3.30.17

Must be signed by title holder(s), or by an authorized agent with letter attached.

UPDATED 08-23-2012

City File: FLUM-44
Page 18
PROPERTY INFORMATION:

Street Address: 4241 Fourth Street North, St. Petersburg, FL 33703
Parcel ID or Tract Number: 06-31-17-12837-000-8510
Square Feet: 25,351
Acres: 0.58

Proposed Legal Description:

Please reference attached Legal Description.

Is there any existing contract for sale on the subject property: No.

If so, list names of all parties to the contract: Not applicable.

Is contract conditional or absolute: Not applicable.

Are there any options to purchase on the subject property: No.

If so, list the names of all parties to option: Not applicable.

REQUEST:

The applicant is of the opinion that this request would be an appropriate land use and / or rezoning for the above described property, and conforms with the Relevant Considerations of the Zoning Ordinance for the following reasons:

Please reference attached Narrative for Request.

UPDATED 06-23-2012
FUTURE LAND USE PLAN CHANGE / REZONING NARRATIVE

Chick-fil-A has owned and operated a fast-food restaurant at the above location for 18 years. When initially constructed, the fast-food restaurant use, including the drive-through, was a permitted use under the applicable zoning category at that time. In 2007, the City implemented the 2020 Comprehensive Plan and at the same time, amended the Zoning Code and Zoning categories. When the City did so, a drive-through was no longer a permitted use under the new zoning category, Neighborhood Traditional-1 (NT-1) which governs the eastern portion of the subject site. As a non-conforming use, Chick-fil-A’s drive-through was permitted to remain, but under the terms of the Zoning Code, the drive-through was limited as to alterations or expansions.

Chick-fil-A has implemented company-wide standards to perform maintenance, remodeling, and “brand image” updates at certain times during the life-cycle of their restaurants. The subject restaurant is now undergoing a brand image update which includes improving the service provided at their drive-through windows by incorporating a double order point at the drive-through service lane order point, as well as other updates and improvements such as adding a walk-in freezer and new service yard/storage area in the rear of the building. Since these proposed improvements will modify and enlarge the drive-through facility and encroach into the NT-1 portion of the site, the use must comply with current NT-1 Zoning Code standards. However, Chick-fil-A’s drive-through is a non-conforming use and not a permitted use under the current NT-1 zoning which governs the eastern portion of the site, therefore, a rezoning is required. The next zoning category which allows a drive-through as a permitted use is Corridor Commercial Suburban (CCS-1). However, CCS-1 is not permitted under the current Comprehensive Plan category, Planned Redevelopment Residential (PR-R), which also governs the eastern portion of the site; therefore, in addition to the rezoning, a Future Land Use Plan Change and Countywide Map Amendment are also necessary to accommodate the modifications to Chick-fil-A’s drive-through facility and service yard/storage area.

Accordingly, Chick-fil-A hereby submits this application for the eastern portion of the existing Chick-fil-A property, per the attached legal description, and requests:

- Future Land Use Map Amendment from Planned Redevelopment Residential (PR-R) to Planned Redevelopment Mixed Use (PR-MU); and
- Countywide Map Amendment from Residential Medium to Multimodal Corridor; and
- Rezoning from Neighborhood Traditional-1 (NT-1) to Corridor Commercial Suburban (CCS-1).

These amendments to the Future Land Use Plan, Countywide Map and Zoning will allow Chick-fil-A to upgrade the site to their internal property maintenance standards as well as industry standards. Given that Chick-fil-A has operated at this location for 18 years, these Amendments are appropriate to accommodate these necessary upgrades and improvements.

Prior to a Pre-Application meeting with the City of St. Petersburg on March 1, 2017, formal notification of the proposed site improvements and upgrades was provided to Mr. Scott Willis, Northeast Park Neighborhood Association, on February 22, 2017. At that time, a request was also made to meet with the Northeast Park Neighborhood Association. However, given the fact that subsequent to the initial notification to the Neighborhood Association, Chick-fil-A was informed the proposed modifications would require a Future Land Use Plan Change and Rezoning, it is now necessary to update the notification to the Northeast Park Neighborhood Association. A formal notification of this application for a Future Land Use Plan Change and Rezoning for Chick-fil-A was provided to Mr. Scott Willis, Northeast Park Neighborhood Association, on March 30, 2017, along with another request to meet with the Neighborhood Association at their next board meeting to discuss the project.
PUBLIC COMMENTS

City staff has received three phone calls regarding the proposed amendment from residents in the area. They were seeking further clarification of the proposal and were not opposed to the rezoning.
SAINT PETERSBURG CITY COUNCIL

Meeting of June 1, 2017

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

SUBJECT: Ordinance approving a vacation of a 16-foot north/south alley located west of the intersection of Dr. Martin Luther King Jr. Street North and 76th Avenue North. (City File No.: 17-33000003)

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

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for June 15, 2017

The Request: The request is to vacate a 16-foot north/south alley located west of the intersection of Dr. Martin Luther King Jr. Street North and 76th Avenue North. This is between the property located at 7601 Dr. Martin Luther King Street North and the property at 871 76th Avenue North. The applicant’s goal is to redevelop the site for medical office use.

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 private utility providers. There are no facilities within the alley segment proposed for vacation. The City does have facilities protected by an existing easement on the property, which is also the location of the alley to be dedicated as a condition of this vacation.

Public Comments: Several calls were received from the abutting neighbor Aileen Terante at 871 76th Avenue North. These were primarily concerned with the proposed site plan of the project and whether the alley would be relocated to be further away from their property. She also was concerned with the proposed dumpster location shown on the site plan. Suggested conditions of approval to address these concerns have been added.

The Fossil Park Neighborhood Association sent an email indicating that they had no objection to the vacation.
DRC Action/Public Comments: On May 3, 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 alley right-of-way vacation, subject to the following conditions:

1. Replat the subject property and the alley to be vacated.

2. Through the replatting process, dedicate a new 20-foot north-south alley located west of the alley being vacated.


4. Prior to recording the vacation Ordinance, work with Frontier to either determine that their facilities are protected by an existing utility easement or the proposed new alley, provide a private easement, or relocate their facilities at the owner's expense. In any case a letter of no objection from Frontier must be provided.

5. Through the site plan approval process, revise the proposed site plan to relocate the dumpster further to the north and as far as practicable from the abutting residential properties. Redesign the parking to save the oak tree located between the alley being vacated and the proposed new alley, if it is not within the required twenty-foot new alley.

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

Attachments: Parcel Map, Aerial Map, Ordinance with 2 page Exhibit “A”, Staff Report
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A 16-FOOT NORTH/SOUTH ALLEY LOCATED WEST OF THE INTERSECTION OF DR. MARTIN LUTHER KING JR. STREET NORTH AND 76TH AVENUE NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on May 3, 2017, (City File No. 17-33000003):

Legal Description: Attached 2 page Exhibit “A”.

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

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

1. Replat the subject property and the alley to be vacated.

2. Through the replatting process, dedicate a new 20-foot north-south alley located west of the alley being vacated.


4. Prior to recording the vacation Ordinance, work with Frontier to either determine that their facilities are protected by an existing utility easement or the proposed new alley, provide a private easement, or relocate their facilities at the owner’s expense. In any case a letter of no objection from Frontier must be provided.

5. Through the site plan approval process, revise the proposed site plan to relocate the dumpster further to the north and as far as practicable from the abutting residential properties. Redesign the parking to save the oak tree located between the alley being vacated and the proposed new alley, if it is not within the required twenty-foot new alley.

6. As required City Code Section 16.70.050.1.1 G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.
Section 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.
THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 30 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, NORTHSIDE REPLAT AS RECORDED IN PLAT BOOK 67, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S.89°48'57"E., 154.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LOT 1, N.00°05'03"E., 60.00 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE NORTHERLY ALONG SAID EAST LINE AND SAID CURVE, 23.58 FEET, THROUGH A CENTRAL ANGLE OF 19°23'31" (CHORD BEARING N.09°36'43"W., 23.58 FEET); THENCE ALONG SAID EAST LINE, N.19°18'28"W., 28.04 FEET TO A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID EAST LINE AND SAID CURVE, 17.71 FEET THROUGH A CENTRAL ANGLE OF 40°34'04" (CHORD BEARING N.00°59'18"E., 17.33 FEET); THENCE S.89°48'57"E., 29.00 FEET; THENCE S.00°05'03"W., 127.00 FEET; THENCE N.89°48'57"W., 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.058 ACRES, MORE OR LESS

NOTES

1. BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 1, BLOCK 1, NORTHSIDE REPLAT, PLAT BOOK 67, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LINE BEING ASSUMED AS S89°48'57"E.

2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.

3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.

4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.

5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS,RESTRICTIONS,RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DAN H. RIZZUTO
PROFESSIONAL LAND SURVEYOR
LS 5227, STATE OF FLORIDA

EXHIBIT "A"

H:\JN\4720\DWG\4720SD1.DWG
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 May 3, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 17-33000003    PLAT SHEET: F-40
REQUEST: Approval of a vacation of a 16-foot north/south alley located west of the intersection of Dr. Martin Luther King Jr. Street North and 76th Avenue North.

OWNER: Parkshore Realty Partners, LLC
        300 Beach Drive Northeast #2901
        Saint Petersburg, Florida 33701-3468

AGENT: Mark W. Stephenson
        146 2nd Street North #301
        Saint Petersburg, Florida 33701

ADDRESS: 7601 Dr. Martin Luther King Jr. Street North; 30-30-17-61515-001-0010
0 77th Avenue North; 30-30-17-45666-000-0550

LEGAL DESCRIPTION: On File

ZONING: Corridor Residential Suburban-1 (CRS-1)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a 16-foot north/south alley located west of the intersection of Dr. Martin Luther King Jr. Street North and 76th Avenue North.
This alley was dedicated at the time of vacation of a 16 foot north-south alley that extended from mid-block south to 76th Avenue South. This alley being vacated was dedicated by the Northside Replat required at the time of that vacation. As a condition of vacating this alley, the applicant has agreed to dedicate a new 20-foot north south alley to the west of the alley portion proposed for vacation.

The parcel located along 77th Avenue (Lots 55 and 56) were recently rezoned to Corridor Residential Suburban-1.

Signatures agreeing to the initiation of the vacation were also received from the owners of the abutting parcel to the east (a portion of Lot 146 and Lot 147) Misial and Aileen Terante.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments “A” and “B”) and Engineering Conditions of Engineering Approval (Attachment “C”). The applicant's goal is to redevelop the site for medical office use.

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

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

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

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

   The application was routed to City Departments and private utility providers. There are no facilities within the alley segment proposed for vacation. The City does have facilities protected by an existing easement on the property, which is also the location of the alley to be dedicated as a condition of this vacation.

   Frontier has indicated that they have facilities within the area proposed for construction. A suggested condition of approval has been added to address those concerns.

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 this portion of the alley will not deny access to any lot of record. Access to the existing east-west alley will be protected by the granting of a new alley located just west of this existing alley.

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.

This vacation will not impact the existing roadway network as equivalent access is to be provided.

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.

This right-of-way is not needed for the purpose for which the City has a legal interest. The City's interest will be addressed through the dedication of a new alley segment.

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

The subject right-of-way is within the boundaries of the Fossil Park Neighborhood Association.

There are no neighborhood or special area plans which affect vacation of right-of-way in this area of the City.

Comments from Agencies and the Public Several calls were received from the abutting neighbor Aileen Terante at 871 76th Avenue North. These were primarily concerned with the proposed site plan of the project and whether the alley would be relocated to be further away from their property. She also was concerned with the proposed dumpster location shown on the site plan.

The Fossil Park Neighborhood Association sent an email indicating that they had no objection to the vacation.

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

1. Replat the subject property and the alley to be vacated.
2. Through the replatting process, dedicate a new 20-foot north-south alley located west of the alley being vacated.


4. Prior to recording the vacation Ordinance, work with Frontier to either determine that their facilities are protected by an existing utility easement or the proposed new alley, provide a private easement, or relocate their facilities at the owner's expense. In any case a letter of no objection from Frontier must be provided.

5. Through the site plan approval process, revise the proposed site plan to relocate the dumpster further to the north and as far as practicable from the abutting residential properties. Redesign the parking to save the oak tree located between the alley being vacated and the proposed new alley, if it is not within the required twenty-foot new alley.

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

REPORT PREPARED BY:

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

DATE 4/26/17

REPORT APPROVED BY:

[Signature]
ELIZABETH ABERNETHY, AICP, Zoning Official (POD)
Planning & Economic Development Department
Development Review Services Division

DATE 4/26/17

Exhibits – “A” (2 pages) Sketch and Legal Description of Alley to be Vacated
Attachment A
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-33000003
Address: 7601 Dr. M. L. King Jr. Street North and 0 77th Avenue North
TO: Pamela Jones, Development Services  
FROM: Nancy Davis, Engineering Plan Review Supervisor  
DATE: March 24, 2017  
SUBJECT: Right of way - Vacation  
FILE: 17-33000003  

LOCATION: 7601 Dr. Martin Luther King Jr. Street North; 30/30/17/61515/001/0010  
AND PIN: No Address; 30/30/1745666/000/0550  
ATLAS: F-40  
PROJECT: Right of Way - Vacation  
REQUEST: Approval of a vacation of a 16-foot north-south alley located west of the intersection of Dr. Martin Luther King Jr. Street North and 76th Avenue North.

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

1. Engineering would recommend that all portions of the alley within, adjacent to, or used by this site for access to parking lots be paved per current City Engineering Standards and Specifications. Public drainage conveyance easement dedication may be required upon redevelopment of this site if public alley drainage flows onto or through the private property. The cost of easement dedication and the design, permitting and construction of alley paving shall be at the sole expense of the applicant.

2. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be designed, permitted, and installed in accordance with the standards, specifications, and policies adopted by the City by and at the sole expense of the applicant.

3. Any redundant pavement surfaces or aprons associated with the vacated alley right of way shall be removed and restored with appropriate grading (with drainage toward a paved public right of way and not onto adjacent private property) and stabilized per current City Engineering Standards and Specifications, by and at the sole expense of the applicant.

4. It is noted that construction of the new parking area & new building shown on the site plan may trigger compliance with the City’s Drainage and Surface Water Management Ordinance if site modifications exceed 3000 sf. Development and redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion.
of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

NED/MJR/jw

pc:  Kelly Donnelly
  Easement Vacation File 2017
  Reading File
  Correspondence File
THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 30 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, NORTHSIDE REPLAT AS RECORDED IN PLAT BOOK 67, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, S.89°48'57"E., 120.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°05'03"E., 143.00 FEET S.89°48'57"E., 21.00 FEET TO THE EAST LINE OF SAID LOT 1; THENCE ALONG SAID EAST LINE, S.00°05'03"W., 16.00 FEET; THENCE N.89°48'57"W., 0.99 FEET; THENCE S.00°05'03"W., 127.00 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, N89°48'57"W., 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.066 ACRES, (2,875 SQUARE FEET) MORE OR LESS

NOTES

1. BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 1, BLOCK 1, NORTHSIDE REPLAT, PLAT BOOK 67, PAGE 87, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID LINE BEING ASSUMED AS S89°48'57"E.

2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.

3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.

4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.

5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DAN H. RIZZUTO
PROFESSIONAL LAND SURVEYOR
LS 5227, STATE OF FLORIDA

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POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 6113
2165 SUNNYDALE BOULEVARD, SUITE D
CLEARWATER, FLORIDA 33765
(727) 461-6113
SAINT PETERSBURG CITY COUNCIL

Meeting of June 1, 2017

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

SUBJECT: Ordinance approving a vacation of the portion of 7th Avenue South located between 42nd Street South and 43rd Street South. (City File No.: 17-33000005)

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

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for June 15, 2017.

The Request: The request is to the portion of 7th Avenue South located between 42nd Street South and 43rd Street South. (City File No.: 17-33000005).

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. The City’s Water Resources and Engineering Departments indicated that they have facilities in the right-of-way to be vacated. An associated special condition of approval requiring an easement over the vacated right-of-way has been added to address this concern. The City’s Neighborhood Transportation Division has reviewed the proposed vacation and has no objection.

Public Comments: Staff received one call and one email from the public. Neither indicated any concerns with the proposed vacation.

DRC Action/Public Comments: On May 3, 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 right-of-way vacation, subject to the following conditions:

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by a public utility easement covering all of the right-of-way to be vacated.


4. Lots 9 through 16 can no longer stand alone as separate lots. If any division of the property into more than two parcels is desired in the future, a plat and re-dedication of right-of-way will be required.

Attachments: Parcel Map, Aerial Map, Ordinance with 2 page Exhibit “A”, Staff Report
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF THE PORTION OF 7TH AVENUE SOUTH LOCATED BETWEEN 42ND STREET SOUTH AND 43RD STREET SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on May 3, 2017 (City File No. 17-33000005):

Legal Description: 2 Page Exhibit “A” attached.

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

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

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by providing a public utility easement covering all of the right-of-way to be vacated.


4. Lots 9 through 16 can no longer stand alone as separate lots. If any division of the property into more than two parcels is desired in the future, a plat and re-dedication of right-of-way will be required.

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

LEGAL:

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:
SECTION 27, TOWNSHIP 31 SOUTH, RANGE 16 EAST

DESCRIPTION AND SKETCH

7TH AVENUE SOUTH VACATION

VACATION DESCRIPTION:

THAT PORTION OF 7TH AVENUE SOUTH LYING SOUTH OF AND ADJACENT TO BLOCK "V", FAIRMOUNT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 31, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID BLOCK "V" AND RUN THENCE N.89°45'44"E. ALONG THE SOUTH LINE OF SAID BLOCK "V" A DISTANCE OF 370.01 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK "V"; THENCE RUN S.00°41'57"E. ALONG A SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID BLOCK "V" A DISTANCE OF 50.00 FEET; THENCE RUN S.89°45'44"W. ALONG A LINE 50 FEET SOUTH OF AND PARALLEL TO THE AFORESAID SOUTH LINE OF BLOCK "V" A DISTANCE OF 370.02 FEET TO A POINT ON A SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID BLOCK "V"; THENCE RUN N.00°41'01"W. ALONG SAID LINE A DISTANCE OF 50.00' TO THE AFORESAID SOUTHWEST CORNER OF BLOCK "V" AND THE POINT OF BEGINNING.

CONTAINING 18500 SQUARE FEET OR 0.424 ACRES MORE OR LESS.

Exhibit "A"
Pg 1 of 2

7TH AVENUE SOUTH VACATING GEOMETRY IS BASED ON EXISTING FIELD SURVEY DATA.

FOR: YUTZY TREE SERVICE, INC.

PREPARED: 2/10/17

This Legal Description and Sketch was prepared with the benefit of a title search and is subject to all easements, covenants, restrictions, or matters of record. NOTE: Legal Description and Sketch not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
SECTION 27, TOWNSHIP 31 SOUTH, RANGE 16 EAST

SKETCH OF DESCRIPTION

PARTIAL REPLAT OF BLOCK 'W'-FAIRMOUNT PARK
Plat Book 75, Page 89

42ND STREET SOUTH
60' RIGHT-OF-WAY (P)

Lot 1
Block "A"

Lot 2
Lot 15

FAIRMOUNT PARK
Plat Book 3, Page 31

Lot 3
Lot 14

Block "V"

Lot 7
Lot 10

Lot 8
Lot 9

Lot 1
Lot 16

SOUTHEAST CORNER OF BLOCK "V"

Lot 4
Lot 13

Lot 5
Lot 12

Lot 6
Lot 11

Lot 16

SOUTH LINE OF BLOCK "V"

Found 1/2" R

(NO ID)

Lot 16

SOUTHEAST CORNER OF BLOCK "V"

Lot 16

SOUTHEAST CORNER OF BLOCK "V"

42ND STREET (P)

N 89°45'44"E
56.58'

60' RIGHT—OF—WAY (P)

Lot 1

NORTH BASIS:

Plat
SCALE: 1" = 60'

Lot 1, Block 1

COMMUNITY CORRECTIONAL CENTER REPLAT
Plat Book 102, Page 48

Lot 1

NORTH AVENUE SOUTH

Lot 1

60' PINELLAS TRAIL, RIGHT—OF—WAY

Lot 1

CITY OF ST. PETERSBURG PROPERTY

Lot 1

HATCHED AREA

AREA OF VACATION

18500 SQUARE FEET

0.424 ACRES

Point of Beginning

SOUTHWEST CORNER OF BLOCK "V"

FAIRMOUNT

43RD STREET (P)

N 89°45’44”E
370.02'

Found 5/8” IR

(NO ID)

Lot 1

N 89°45’44”E
50.00'

PREPARED: 2/10/17

THIS IS NOT A SURVEY

ABBREVIATIONS:

¢ = CENTERLINE
(C) = CALCULATED
ID = IDENTIFICATION
IR = IRON ROD
(P) = PLAT

Basis of Bearings:

SOUTHWEST CORNER OF BLOCK "V", FAIRMOUNT PARK AS
BEING S 89°45’44”W, ASSUMED. (NO PLAT BEARINGS)

FOR: YUTZY TREE SERVICE, INC.

43RD STREET SOUTH
RIGHT-OF-WAY VARIES

Prepared by:

JOHN C. BRENDLA & ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 2 OF 2
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 May 3, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 17-33000005  PLAT SHEET: L-3

REQUEST: Approval of a vacation of the portion of 7th Avenue South located between 42nd Street South and 43rd Street South.

OWNER: Yutzy Tree Service, Inc.
690 43rd Street South
Saint Petersburg, Florida 33711

AGENT: Karl Yutzy
8075 29th Avenue North
Saint Petersburg, Florida 33710

ADDRESS: 690 43rd Street South

PARCEL ID NO.: 22-31-16-26910-022-0090

LEGAL DESCRIPTION: On File

ZONING: Industrial Traditional (IT)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a portion of 7th Avenue South located between 42nd Street South and 43rd Street South. The right-of-way of 7th Avenue South to the east of 42nd Street South was previously vacated through two other separate vacation cases.
A letter consenting to the initiation of the vacation of right-of-way was received from the City of St. Petersburg Transportation and Parking Management Department, which controls the parcel immediately to the south of the right-of-way to be vacated.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments “A” and “B”) and Sketch and Legal Description (Exhibit “A”). The applicant’s goal is to consolidate the property for redevelopment. The proposed use is for expansion of the applicant’s business.

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. The City’s Water Resources and Engineering Departments indicated that they have facilities in the right-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 42nd Street South and 43rd Street South. The property immediately south of 7th Avenue is owned by the City of St. Petersburg and can be accessed from both 42nd Street South and 43rd Street South on the east and west; and from the Pinellas Trail which is located immediately south of the City’s property.

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-way will create a dead end right-of-way on the portion of 42nd Street South. The portion of 7th Avenue further to the east was previously vacated. This will not alter utilized travel patterns as the portion of right-of-way to be vacated is unimproved and has never been used for travel. The properties on both sides of 42nd Street South will continue to use that right-of-way to access their properties.

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 right-of-way for public vehicular or pedestrian access. There is a need to retain a public utility corridor. The City utilities located in the right-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 one call and one email from the public. 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 public utilities within the rights-of-way proposed for vacation.

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

1. Prior to recording of the vacation ordinance, the applicant shall address the location of public utilities and services by a public utility easement covering all of the right-of-way to be vacated.


4. Lots 9 through 16 can no longer stand alone as separate lots. If any division of the property into more than two parcels is desired in the future, a plat and re-dedication of right-of-way will be required.

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

Exhibit – “A” 2 pages – Sketch and Legal Description
TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: March 24, 2017
SUBJECT: Right of way - Vacation
FILE: 17-33000005

LOCATION: 690 43rd Street South
AND PIN: 22/31/16/26910/022/0090
ATLAS: L-3
PROJECT: Right of Way - Vacation
REQUEST: Approval of a vacation of a portion of 7th Avenue South located between 42nd Street South and 43rd Street South.

COMMENTS: The Engineering and Capital Improvements Department has no objection to the vacation request provided that the entire vacated right-of-way is retained as a utility and drainage easement.

1. The portion of 7th Avenue South requested to be vacated contains a 72" X 108" public drainage culvert; therefore the entire vacated right of way must be retained as Public Drainage and Utility easement.

2. Public access into and along the easement must be maintained as may be required for public utility maintenance or improvement. Any private fences installed across the easement must be gated to maintain direct drive through access to adjacent public right of way(s). Minimum gate width is 12-feet. The City will not be responsible for the restoration of fences placed within or across the public easement area should the City be required to remove the fence or obstruction for public purposes.

3. Any future minor encroachments into the public easement which are contemplated will require the issuance of a Minor Easement Permit pursuant to the requirements of City Code Chapter 25, Article VII. Encroachments shall not interfere with the use of the easement for utility purposes which includes the maintenance, installation, and replacement of underground utilities. Any obstructions to public access into the easement area must be removed by the property owner immediately upon written notice given by the City of St. Petersburg when required for infrastructure maintenance or improvements.

NED/MJR/jw
pc: Kelly Donnelly
Easement Vacation File 2017
Reading File
Correspondence File
TO: The Honorable Darden Rice, Chair & Members of City Council

SUBJECT: An Ordinance Amending Chapter 17, Article X of the City Code related to Economic Development Ad Valorem Tax Exemptions; providing for clarifying language; adding an exemption for up to twenty years for improvements to data centers; and setting $300,000 as the minimum taxable value of improvements for which an exemption may be granted.

BACKGROUND:

On November 8, 2011, St. Petersburg voters passed Referendum Question No. 2 which provides City Council the authority to grant ad valorem tax exemptions to new businesses and expansions of existing businesses that are expected to create new full-time jobs in the City. The ballot question was approved by 66.98% of the voters. The ad valorem tax exemption provided for in Chapter 17, Article X of the City Code is an incentive program established under Article VII, Section 3 of the Constitution of the State of Florida and Section 196.1995, Florida Statutes, which is intended to encourage new businesses to locate or existing businesses to expand and create new jobs in the City. This incentive program was approved by Ordinance on October 18, 2012.

To date, one company has taken advantage of the Program: ASI, Inc.

EXPLANATION:

The following are the suggested substantive changes to Chapter 17, Article X of the City Code and the rationale for the suggested changes.

1. In 2016, the Florida Legislature amended Section 196.1995, Florida Statutes, to make the exemption available for “data centers” for up to a 20-year period and to allow replacement “data center equipment” to qualify as an improvement eligible for the exemption. These terms are not defined in Florida Statutes, so this proposed ordinance revision provides definitions of those terms and allows for the maximum exemptions allowable for data centers under Section 196.1995, Florida Statutes. Data Analytics is one of the City’s Target Industry Clusters from the Grow Smarter Initiative, therefore Administration supports this amendment as a business attraction and expansion tool.

2. Under the current Ordinance, businesses in Tax Increment Finance (TIF) districts were ineligible to apply for this incentive. This proposed ordinance revision would allow City Council to consider projects within TIF districts that do not have bonded indebtedness, including Intown West, Bayboro Harbor, and South St. Petersburg Community Redevelopment Areas. The Bayboro Harbor TIF will sunset March 2018. Businesses within the Intown Community Redevelopment Area will remain ineligible
for this incentive.

3. The tax exemption for eligible businesses applies only to the assessed value of improvements and tangible personal property added. It is proposed that the minimum taxable value for improvements and tangible personal property be instituted at $300,000. With the 2016 St. Petersburg millage rate of 6.7550 mills, this would equate to a tax savings of $2,206.50. This recommendation is made because the City now has other incentive programs that provide a much larger incentive value for smaller projects undertaken by small businesses.

4. Florida Statutes previously allowed the City to create separate criteria for eligible new businesses or businesses expanding in the Enterprise Zone and Brownfield area; however, Enterprise Zones no longer exist due to legislative repeal, so that language has been removed in the proposed ordinance revision. For businesses within the Brownfield area, it is proposed that the minimum capital investment be the same as the rest of the program at $300,000, again due to the availability of other incentives for smaller projects.

5. Finally, the proposed ordinance revision adds a procedure by which an eligible business can request a Resolution granting an exemption, subject to ordinance adoption, prior to the eligible business filing the formal application required by the Florida Department of Revenue to apply for an exemption ordinance. This procedure allows greater flexibility in granting exemptions for larger projects that may take multiple years to complete.

Attachment: Ordinance
AN ORDINANCE AMENDING CHAPTER 17, ARTICLE X OF THE CITY CODE RELATED TO ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS; PROVIDING FOR CLARIFYING LANGUAGE; ADDING AN EXEMPTION FOR UP TO TWENTY YEARS FOR IMPROVEMENTS TO DATA CENTERS; SETTING $300,000 AS THE MINIMUM TAXABLE VALUE OF IMPROVEMENTS FOR WHICH AN EXEMPTION MAY BE GRANTED; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Sections 17-521 to 17-532 of the St. Petersburg City Code are hereby amended to read as follows:

Sec. 17-521. - Enactment authority.

Article VII, Section 3, of the Constitution of the State of Florida and Florida Statutes (currently F.S. § 196.1995) empower the City to grant economic development ad valorem tax exemptions to new businesses and expansions of existing businesses after the electors of the City authorized such exemptions. In a referendum held on November 8, 2011, the electors of the City of St. Petersburg authorized the City to grant economic development ad valorem tax exemptions pursuant to this article.

Sec. 17-522. - Definitions.

The definitions included here are specific to this article. The following words, phrases and terms shall have the meanings set forth below. Except where indicated otherwise such words, phrases and terms shall have the same meanings attributed to them in the Florida Statutes and the Florida Administrative Code:

Agreement means the written agreement between the applicant and the City required as a condition for the applicant to receive an exemption after City Council’s adoption of an exemption ordinance.

Applicant means any person or legal entity, firm, partnership or corporation who that files an application with the POD seeking an exemption.

Application means a written request for the adoption of application for an exemption ordinance on the form prescribed by the Florida Department of
Revenue— together with any supplemental form prescribed by the POD and any additional information requested by the POD.

Average annual employment means the sum of the number of full-time equivalent employees as of the last day of each month of the preceding calendar year divided by 12.

Brownfield area has the meaning set forth in means an area designated as a brownfield area pursuant to Florida Statutes (currently F.S. § 376.80 376.79).

Business means any activity engaged in by any person, firm, partnership, corporation, or other business organization or entity, with the object of private or public gain, benefit, or advantage, either direct or indirect.

Capital investment means any expenditure for an expansion of an existing business or a new business to be located in the City which can be capitalized under generally accepted accounting principles.

Data center means a facility with the primary function of supporting a company by housing equipment and operations for internet site hosting, electronic data storage and transfer, credit card and financial transaction processing, telecommunications, software and computer systems design, digital media, or other similar activities for data analytics.

Data center equipment means all equipment necessary to provide for the functions of a data center.

Community redevelopment area means an area designated as a community redevelopment area pursuant to F.S. ch. 163, pt. III.

Department means the Florida Department of Revenue.

Economic development ad valorem tax exemption or exemption means an ad valorem tax exemption granted by the City in its sole and absolute discretion to a qualified business pursuant to this article as authorized by Article VII, Section 3 of the Constitution of the State of Florida and F.S. § 196.1995.

Eligible business means a new business or expansion of an existing business.

Enterprise zone means an area designated as an enterprise zone pursuant to F.S. § 290.0065.

Exemption criteria means the criteria to be applied by the City in making its determination as to whether to grant an exemption, as provided for in this article.
Exemption means an economic development ad valorem tax exemption granted by the City pursuant to this article for taxes levied by the City.

Exemption ordinance means an ordinance adopted by the City Council granting an exemption to the applicant.

Exemption resolution means a resolution of City Council approving an exemption for an eligible business, subject to the adoption of an exemption ordinance.

Expansion of an existing business means as has the meaning set forth in the chart provided in this article Florida Statutes (currently F.S. § 196.012).

Full-time equivalent employee means a person who is employed by a business who works at least 35 hours per week, and is eligible to receive benefits, including health benefits, through their employer, subject to any eligible vesting periods.

Goods means all personal property when purchased primarily for personal, family, or household use, but not including personal property sold for commercial or industrial use.

Improvements means physical changes made to and structures placed on or under, real property, including all tangible personal property purchased acquired by a new business and any tangible personal property purchased acquired to facilitate the expansion of an existing business, provided that the physical changes are made, the structures are placed, or the tangible personal property is added or increased acquired on or after the effective date of an exemption resolution supporting an exemption for the business, subject to adoption of an exemption ordinance, or, if no such exemption resolution is adopted, on or after the effective date of an exemption ordinance. However, tangible personal acquired to replace existing property of an existing business shall not be considered an improvement (other than replacement data center equipment for a data center, which is considered an improvement).

Job has the meaning set forth in Florida Statutes (currently F.S. § 288.005(4)).

Mayor means the chief administrative officer of the City, or the POD.

New business means as has the meaning set forth in the chart provided in this article Florida Statutes (currently F.S. § 196.012).

New job means a job full-time equivalent employee which is new to the City State of Florida.
Qualifying average annual wage means a wage greater than the average annual wage of Pinellas County as provided identified annually by the State Florida Department of Economic Opportunity.

Sales factor means a fraction, the numerator of which is the total sales of the taxpayer in this State during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

Tangible personal property shall have the meaning set forth in Florida Statutes (currently F.S. § 192.001(1)(d)).

Target industry business means an expansion of an existing business or a new business that is engaged in a business designated as a target industry business pursuant to F.S. § 288.106.

Wages means all compensation including salaries, bonuses, commissions and the value of exercised stock options subject to federal income tax, but excluding fringe benefits; provided, stock options shall be included in the calculation of wages in a manner consistent with the program established pursuant to F.S. § 288.106.

Written tax exemption agreement means the agreement between the applicant and the City upon approval of the City Council's granting of an exemption and shall include but not be limited to performance criteria and must be consistent with this article and other applicable laws.

Sec. 17-523. - Establishment of economic development ad valorem tax exemption.

(a) Incentive. There is hereby herein established an economic development ad valorem tax exemption for ad valorem taxes levied by the City. The exemption, which is a local option tax incentive for an eligible qualified business which may be granted or refused at the sole and absolute discretion of the City.

(b) Ineligible improvements. The exemption shall not apply to improvements that have been included on the tax rolls prior to the effective date of a resolution supporting an exemption for the business, or, if no such resolution is adopted, on or after the effective date of an exemption ordinance.

(c) Eligible improvements. At the sole and absolute discretion of the City, and except as otherwise provided for in this article, the exemption may be granted for 100 percent of the assessed value on the tax roll, as determined
by the property appraiser, of the net increase of all improvements made by an eligible business, provided that the improvements are made on or after the effective date of an exemption resolution supporting an exemption for the business, or, if no such exemption resolution is adopted, on or after the effective date of an exemption ordinance.

(d) Land. No exemption shall be granted for the land upon which a new business or an expansion of an existing business is to be located.

(c)(e) Maximum exemption period. The exemption may be for a period of up to five years, unless an additional five-year exemption of up to 10 years, or up to 20 years for a data center, is approved by supermajority vote of City Council for an eligible business that meets the applicable bonus exemption criteria used to establish the additional five-year exemption ("five-year bonus") is set forth in the chart provided in this article.

(f) Taxes applicable. The exemption shall apply only to taxes levied by the City. The exemption shall not apply to taxes levied by the County, school district, or water management district, or to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9(b) or 12, Article VII of the Florida Constitution or any other taxes levied by any other entity.

(d) Minimum taxable value of improvements eligible for an exemption. No exemption shall be granted if the estimated taxable value that would be lost to the City if the exemption was granted, as determined by the property appraiser, is less than $300,000.

(e)(g) Maximum amount of annual ad valorem revenue loss per eligible business exemption. The maximum annual exemption for any eligible business is shall not result in a loss (or estimated loss if the actual loss cannot be determined) of annual revenue from ad valorem sources in excess of $100,000.00 per eligible business, unless a larger amount is approved by supermajority vote of the City Council for an eligible business that meets the the bonus exemption criteria used to establish the larger amount is the same criteria used to establish the additional five-year bonus set forth in the chart provided in this article.

(f)(h) Maximum amount of cumulative annual ad valorem revenue loss annual exemptions. The exemptions granted by the City for each fiscal year shall not result in an estimated aggregate annual amount loss (or estimated loss if the actual loss cannot be determined) estimated amount of annual foregone ad valorem tax revenues in excess of $1,500,000.00 or such other amount approved by a supermajority vote of the City Council by resolution,
which amount shall be calculated based on the Property Appraiser's estimates of the following for the fiscal year the application is submitted to the Property Appraiser: on the total revenue available to the City from ad valorem sources, the ad valorem tax revenue lost to the City by virtue of exemptions previously granted pursuant to this article during the particular fiscal year the application is submitted to the Property Appraiser, and the ad valorem tax revenue which would be lost if the requested exemption were granted had the improvements otherwise been subject to taxation. Any estimates of the ad valorem tax revenue lost to the City for any subsequent fiscal year shall be calculated by the City based on the exemptions previously granted plus exemptions under consideration in such particular fiscal year.

(i) Exemption non transferrable. Any exemption granted for a new business or expansion of an existing business is nontransferable between businesses; provided, however, if the only change to the business is ownership and all other provisions of the original application remain in effect, the exemption may be transferred subject to compliance with this article. The City shall make the determination of whether an exemption qualifies as transferable and shall notify the Property Appraiser of any change in exempt status for a property.

Section 17-524. – Request for exemption resolution.

Prior to making any improvements and prior to submitting an application, any eligible business that desires an exemption may file with the City a written request for an exemption resolution. The request shall be made in the form prescribed by the POD and shall contain all information requested by the POD. If the POD makes an initial determination upon review of the request that the eligible business meets the criteria set forth in this article to be granted an exemption, an exemption resolution shall be scheduled before City Council.

Section 17-525. – Application for exemption ordinance.

(a) Application. Any applicant eligible person, firm, partnership or corporation which that desires an exemption shall file with the City an application by February 1 of the year the exemption is desired to take effect. All applicants shall first file a notice of intent prior to submitting an application and prior to the business locating or expanding in the City.

(b) Application requirements. The application shall include the following information required by Florida Statutes (currently F.S. § 196.1995(8)). Additionally, the applicant shall provide the following:
(1) The name and location of the new business or the expansion of an existing business;

(2) A description of the improvements to real property for which an exemption is requested and the date of commencement of construction of such improvements;

(3) A description of the tangible personal property for which an exemption is requested and the dates when such property was or is to be purchased;

(4) Proof, to the satisfaction of the governing authority of the municipality, that the applicant is a new business or an expansion of an existing business, as defined in F.S. § 196.012(15) or (16);

(5) The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time;

(6) The expected schedule of job creations;

(7) Proof of the applicant's ownership of, or minimum 15-year leasehold interest in, the real property on which the improvements are to be made, or if the applicant does not own the real property to be exempted, a minimum leasehold interest of 15 years must be demonstrated; and

(2) An executed waiver, in a form provided by the POD, which waives the right to confidentiality of records, which is allowed pursuant to Florida Statutes (currently F.S. § 288.075 and § 193.074), as it relates to the application for an exemption and specifically authorizes the disclosure of the applicant's plans, intentions and interests to locate, relocate or expand its business in the City.

(8) Other information deemed necessary or appropriate by the City POD.

(c) Review. Upon submittal of the application, the City POD shall review it and, within ten days of submission, notify the applicant of any facial deficiencies. Once complete, the City POD shall make an initial determination of whether to recommend to City Council that the applicant qualifies as new business or expansion of an existing business and provide the City with a report containing the information required by Florida Statutes
The If the POD determines that the applicant meets the criteria to be granted an exemption pursuant to this article, the POD City shall take into account the impact on existing businesses within close proximity to the new business or expansion of existing business when making its initial determination and recommendation to City Council that an exemption ordinance be adopted, and Applications an exemption ordinance shall be scheduled for a public hearing before the City Council no later than 45 days following receipt by the City POD of the Property Appraiser’s report provided for in this article. The applicant shall be notified of the date and time of the public hearing.

(d) Agreement. Written tax exemption agreement. As a condition to receiving an exemption, an eligible business will be required to enter into a written tax-exemption agreement with the City to ensure that the eligible business satisfies all requirements associated with the granting and continuation of the exemption.

(e) Waiver of confidentiality. An application for an exemption shall include an executed waiver, in a form provided by the City, which waives the right to confidentiality of records pursuant to F.S. §§ 288.075 and 193.074, as it relates to the request for an economic-development ad valorem tax exemption and specifically authorizes the disclosure of the applicant’s plans, intentions and interests to locate, relocate or expand its business in the City.

Sec. 17-5265. — Exemption Criteria. City Council consideration of application.

(a) Property appraiser review and report. Before the City Council takes action on an application, a copy of the application, once deemed complete, shall be delivered to the Property Appraiser no later than March 1 for review. After careful consideration of the application and substantial completion of the improvements, as determined by the Property Appraiser of the property for which the exemption is requested, the Property Appraiser shall provide a report to the City which shall include the following:

1. The total revenue available to the City for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined;

2. The amount of any revenue lost to the City for the current fiscal year by virtue of exemptions previously granted, or an estimate of such revenue if the actual revenue lost cannot be determined;

3. An estimate of the amount of revenue which would be lost to the City during the current fiscal year if the exemption applied for were granted
had the property for which the exemption is requested otherwise been subject to taxation; and

(4) A determination as to whether the property for which an exemption is requested is to be incorporated into a new business or the expansion of an existing business, or into neither, which determination the Property Appraiser shall also affix to the face of the application.

(b) Eligibility threshold. The threshold for eligibility is whether the business meets the definition of a new business or of an expansion of an existing business as provided in this article.

(a) Ineligibility threshold criteria.

1. A person or entity shall not be eligible for an exemption if such person or any business, the owner, officer, partner or principal actor of such entity acting on behalf of the business or applicant, that has been convicted of a felony or released from custody (within the last ten years) or has been convicted of a misdemeanor involving crimes of violence, dishonesty or false statement (within the last five years)—of any federal or State law or regulation is not eligible for an exemption.

2. Any business located in a community redevelopment area designated pursuant to Florida Statutes (currently F.S. Chapter 163) with a tax increment finance district that is committed to the repayment of bonds will is not be eligible for an exemption.

3. Any business which has applied for a building permit for improvements made by or for the use of a qualifying new business or the expansion of an existing business prior to filing a request for an exemption resolution is not a notice of intent will not be eligible for an exemption for those improvements.

(b) Exemption Criteria. Florida Statutes set forth what constitutes a new business or an expansion of an existing business according to whether the business has the following components, as more fully set forth in the applicable Florida Statutes (currently F.S. § 196.012): manufacturing, target industry business, sales, office space, location in a brownfield area, or location in annexed property. The POD may recommend that City Council grant an exemption for up to five years to an eligible business that meets the following criteria:

1. Has manufacturing components;
(2) Has target industry business components;

(3) Has sales components;

(4) Is located on annexed property that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from Pinellas County under Florida Statutes (currently F.S. §196.1995); or

(5) Is located in a brownfield area and

(i) Creates or retains jobs paying at least 75% of the qualifying average annual wage, and

(ii) Creates or retains jobs in manufacturing, a target industry business, sales, an office space, or an arts and culture business as defined by NAICS codes 711120, 711130, 711190, 712110, 712120, 711110, 711510, 451140, 453998, 453920, 611610, 611519, or 541430.

(c) Exemption Bonus exemption criteria. In making its determination as to whether to grant an exemption, the City POD may recommend that City Council grant an applicant an exemption for a period exceeding five years, an exemption that will result in an estimated loss of annual revenue to the City from ad valorem sources in excess of $100,000 per eligible business, or an exemption that will result in an estimated aggregate loss of revenues to the City of annual ad valorem tax revenues in excess of $1,500,000, if the applicant is an eligible business that meets the following shall apply the exemption criteria provided below:

(1) Has manufacturing or target industry business components and establishes 20 or more new jobs paying at least 125% of the qualifying annual wage (in which case the maximum exemption period is 10 years); or

(2) Has sales components and establishes 50 or more new jobs paying at least 125% of the qualifying average annual wage (in which case the maximum exemption period is 10 years); or

(3) Is located in a brownfield area (in which case the maximum exemption period is 10 years), provided the following criteria is also met:

(i) meets the criteria set forth in this article for an exemption, and
(ii) creates or retains jobs paying an amount at least equal to the qualifying average annual wage; or

(4) Has a data center in the City (in which case the maximum exemption period is 20 years for the data center equipment subject to the exemption).

Expansion of an Existing Business

<table>
<thead>
<tr>
<th>Manufacturing</th>
</tr>
</thead>
<tbody>
<tr>
<td>A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this State, paying a qualifying average annual wage, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant.</td>
</tr>
</tbody>
</table>

*5 Year Bonus: A business or organization establishing 20 or more new jobs paying at least 125% of the qualifying average annual wage.

Targeted Industry

<table>
<thead>
<tr>
<th>Targeted Industry</th>
</tr>
</thead>
<tbody>
<tr>
<td>A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this State, paying a qualifying average annual wage, which is a target industry business as defined in F.S. 288.106(2)(a).</td>
</tr>
</tbody>
</table>

*5 Year Bonus: A business or organization establishing 20 or more new jobs paying at least 125% of the qualifying average annual wage.

Business with Sales

<table>
<thead>
<tr>
<th>Business with Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this State, the sales factor of which, as defined by F.S. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the City, collocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.</td>
</tr>
</tbody>
</table>

*5 Year Bonus: A business or organization establishing 50 or more new jobs paying at least 125% of the qualifying average annual wage.

Enterprise Zone or Brownfield Area

<table>
<thead>
<tr>
<th>Enterprise Zone or Brownfield Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any business or organization located in an enterprise zone or brownfield area that increases operations on a site located within the same zone or area, collocated with a commercial or industrial operation owned by the same</td>
</tr>
</tbody>
</table>

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11
Jobs created or retained have an average wage of at least 75% of the qualifying average annual wage.

Jobs created are within the following industries:

- **Manufacturing**
- **Target industry as defined in F.S. 288.106(2)(q)**
- **Business with less than half of its total sales revenue from sales in the State of Florida as defined by F.S. 220.15(5)**
- **Office**
- **Arts & culture businesses as defined by NAICS codes:**
  - '711120, 711130, 711190, 712110, 712120, 711110, 711510, 451140, 453998, 453920, 611610, 611519, 541430

*5-Year Bonus: A business or organization that establishes 20 or more new jobs paying at least 125% of the qualifying average annual wage.
F.S. 220.15(5), for the facility with respect to which it requests an economic
development ad-valorem-tax exemption is less than $0.50 for each year the
exemption is claimed.

*5-Year Bonus: A business or organization establishing 50 or more new jobs
paying at least 125% of the qualifying average annual wage.

Office

An office space in this State owned and used by a business or organization
newly domiciled in this State; provided such office space houses 50 or more
full-time employees of such business or organization; provided that such
business or organization office first begins operation on a site clearly separate
from any other commercial or industrial operation owned by the same
business or organization.

*5-Year Bonus: A business or organization establishing 100 or more new jobs
paying at least 125% of the qualifying average annual wage.

Enterprise Zone or Brownfield Area

Any business or organization located in an enterprise zone or brownfield area
that increases operations on a site located within the same zone or area
colocated with a commercial or industrial operation owned by the same
business or organization under common control with the same business or
organization and meets the following criteria:

- Has a minimum capital investment of $100,000, excluding land
- Jobs created or retained have an average wage of at least 75% of the
  qualifying average annual wage
- Jobs created are within the following industries:
  - ° Manufacturing
  - ° Target industry as defined in F.S. 288.106(2)(q)
  - ° Business with less than one half of its total sales revenue from sales in the
    State of Florida as defined by F.S. 220.15(5)
  - ° Office
  - ° Arts & culture businesses as defined by NAICS codes:
    - 711120, 711130, 711190, 712110, 712120, 711110, 711510, 451140,
      453998, 453920, 611610, 611519, 541430

*5-Year Bonus: A business or organization that has a minimum capital
investment of $200,000.00, excluding land, and new or retained jobs have an
average wage of at least 100% of the qualifying average annual wage.

Annexed Property
A business or organization that is situated on property annexed into the City and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under F.S. § 196.1995.

(d)(f) Precedent; standard for consideration of applications. No precedent shall be implied or inferred by the granting of an exemption or a bonus exemption. Each application shall be considered by the City on a case-by-case basis, after considering the Property Appraiser's report on the application and the exemption criteria.

Sec. 17-527. – Exemption Ordinance.

(e) After applying the exemption criteria set forth in this article and considering consideration of the application, the Property Appraiser's report, the written tax exemption agreement, the factors set forth in Florida Statutes (currently F.S. § 196.1995(10)) that must be taken into account when considering an application, and such other information it deems relevant, and the application of the exemption criteria, the City Council may choose in its sole and absolute discretion to adopt an exemption ordinance, which granting an exemption to the applicant ("exemption ordinance"). If the City decides to adopt such an ordinance, the ordinance shall be adopted in the same manner as any other general ordinance of the City, and shall include the information required by Florida Statutes (currently F.S. § 196.1995(11)), following:

1. The name and address of the new business or the expansion of an existing business to which the exemption is granted;

2. The name of the owners of the new business or the expansion of an existing business;

3. The total amount of revenue available to the City from ad valorem tax sources for the current fiscal year, the total amount of revenue lost to the City for the current fiscal year by virtue of exemptions currently in effect, and the estimated revenue loss to the City for the current fiscal year attributable to the exemption of the business named in the ordinance;

4. The period of time for which the exemption will remain in effect and the expiration date of the exemption; and

5. A finding that the business named in the ordinance meets the requirements of F.S. § 196.012(15) or (16).
Sec. 17-526. Application fees.

No fees shall be charged for processing applications or any exemption ordinance adopted by the City.

Sec. 17-5287. - Continuing performance.

(a) Annual filings. The ability to continue to receive an exemption for the exemption period granted shall be conditioned upon the applicant's ability to remain an maintain the qualified eligible business throughout the entire approval period. The applicant eligible business for which the exemption is granted shall be required to submit an annual renewal statement and an annual report to the City on or before February 1 of each year during the exemption period which shall contain the following information: for which the exemption was granted. The applicant shall also timely comply with all filing required pursuant to F.S. § 196.011.

(1) The annual renewal statement shall certify that the information provided in the original application has not changed.

(2) The annual report shall provide a report be prepared substantially in the form approved by the POD and shall contain information on the status of the business, evidencing satisfaction of the business's maintenance—and continued eligibility for the exemption performance conditions set forth in this article and compliance with the written tax exemption agreement. The report shall be prepared in substantially the form approved by the City and shall contain any other such information that—as the City POD may reasonably deem necessary for the purpose of determining continuing performance by the business's continued eligibility for the exemption of the conditions provided for in this article and the ordinance specifically granting the business an exemption.

(3) The annual report, when applicable, shall also provide information to the City as to any changes in ownership of the business granted an exemption. The transferee business shall comply with all exemption requirements and shall assume in writing all of the obligations of the transferor business provided for in the written tax exemption agreement.

(b) Exemption non-transferrable. Exemptions are nontransferable between businesses; provided, however, if the only change to the business is ownership, and all other provisions of the original application remain in effect, the exemption may be transferred subject to approval by City
Council, compliance with this article, and the transferee business assuming in writing all of the obligations of the transferor business provided for in the agreement. The POD shall make a recommendation to City Council on whether the exemption is transferable pursuant to this article. The POD shall notify the Property Appraiser of any change in exempt status for a business that has been granted the ability to transfer an exemption.

Section 17-5298 - City revocation

(a) City Council action. Should any business granted an exemption fail to file the annual renewal statement and/or annual report on or before February 1 of each year the exemption has been granted as required by this article, fail to continue to meet the criteria for the exemption granted, definition of a new business or an expansion of an existing business, fail to comply with the terms of the written tax exemption agreement, fail to file a new application upon any change in the information provided in the original application, fail to fulfill any other representation made to the City during the application process, and/or fail to comply with any other requirement provided for in this article, the City Council, may, upon 30 days written notice to the respective business, adopt an ordinance revoking the exemption or take such other action with respect to the exemption as it deems appropriate.

(b) Sec. 17-5299 - Notification. Upon revocation of an exemption, the City shall notify the Property Appraiser of the effective date of the ordinance revoking the exemption.

Sec. 17-530. - Recovery of taxes.

If it is determined that a business was not in fact entitled to an exemption in any year for which the business received an exemption, the City shall be entitled to recover all property taxes not paid as a result of the exemption, plus interest at the maximum rate allowed by law, plus all costs of collection, including, without limitation, reasonable attorney’s fees.

Sec. 17-531. - Reapplication.

Nothing herein shall prohibit an eligible business from reapplying for an ad valorem tax exemption pursuant to state law.

Sec. 17-532. - Sunset date.

Pursuant to F.S. § 196.1995, The authority to approve an exemption ordinance pursuant to this article shall expire at 12:01 a.m. on November 9, 2021, which is ten
years after the effective date such authority to approve an exemption ordinance
grant economic development ad valorem tax exemptions was approved by the
electors of the City voting on the question in a referendum; provided that for
purposes of enforcement and revocation, this article shall survive such expiration
date. No business shall be allowed to begin receiving an exemption after that
date; however, the expiration shall not affect the operation of any exemption for
which an eligible business has qualified been granted under this article prior to
November 9, 2021.

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)

00324309
Respectfully requesting a referral to the Energy, Natural Resources and Sustainability committee for a discussion on the March 2017 Technical Memorandum - Water Quality Sampling Fish and Pelican Mortality Incident of January 2017 as prepared by Arcadis.

Ed Montanari, Council Member
District 3
A. Call to Order – Council Chair Darden Rice

B. Discussion Items

1) Review of Penny educational material (Greene):

Tom Green gave opening remarks and a brief history of Penny for Pinellas. He gave an overview of the educational materials that are being utilized. One of the marketing tools being used to educate citizens prior to the November 7 Penny for Pinellas reauthorization is the GIS/ESRI interactive map of Penny Accomplishments (2010 – 2017) on the City’s website. The interactive map allows citizens to view projects citywide and by Council districts.

2) Review of proposed allocation of future Penny proceeds (Greene)

There was a discussion of the proposed allocation of future Penny proceeds by Fund with representative projects included in each fund.
A motion was made by CM Nurse and seconded by CM Wheeler-Bowman to adjust the Penny for Pinellas project list to reflect $15 million for Housing and $6 million for transit; to schedule a Committee of the Whole for June 8, 2017; focus on the items that CM Kennedy listed (Seawalls, Roser Park Seawall, Bike Share Program Expansion, Downtown Parking Infrastructure, Wayfaring Signage and Sign Replacement and Economic Development) with the ability to have further discussion to modify and incorporate other things into that discussion; allow Administration to propose any alternatives they deem appropriate together with a revised Resolution for consideration.

3) Review of Interlocal agreement with Pinellas County (Dr. Cornwell)

Review of the Interlocal Agreement and draft resolution was deferred until the June 8, 2017 Committee of the Whole meeting.

C. Next Meeting – May 25, 2017 @ 2:00 p.m., City Hall - Room 100

FY18 Water Resources Department – CIP and Operating

D. Adjournment
Report of the LAIR Committee

January 19, 2017

Attending: Ed Montanari, Chair, Lisa Wheeler-Bowman, Vice Chair, Charlie Gerdes, Jim Kennedy, Amy Foster, Alternate, and Karl Nurse

The meeting’s purpose was to review the recently completed 2017 Legislative Session. Sally Everett reviewed the list of bills that were the City’s priority issues throughout the Session.

On the positive side, legislation to severely restrict Community Redevelopment Agencies was defeated, as was the bill to loosen local government regulations of short-term Vacation Rentals. Another bill that the city supported pertaining to the Tampa Bay Regional Transportation Authority was approved. It changes ‘transportation’ to ‘transit’ and calls for the re-formatted board to spend the next year developing a plan to pursue a long-term plan for transit in the 4 county region – Hillsborough, Pinellas, Pasco and Manatee counties. And legislation preempting regulation of Transportation Network Companies to the state was also approved and has now been signed by Governor Scott.

Unfortunately, one of Speaker Corcoran’s priorities was to limit the powers of local governments, and many bills preempting city and county regulations were approved. The most impactful of those limits the city’s ability to regulate telecommunications equipment placement in rights of way.

Another bill approved will put a constitutional amendment on the 2018 general election ballot to increase the residential homestead exemption by $25,000. The impact of this, should it pass, would be about $3.5 million to St. Petersburg.

Jeff Sharkey of the Capitol Alliance Group, the city’s contract lobbying firm, also attended the meeting and spoke of his efforts, along with marine Police officers and city attorneys, to educate Fish and Wildlife Commission and legislators about the city’s troubles with derelict and at-risk vessels. That effort will continue in the interim between sessions, and in 2018 if necessary.

Appropriations projects included in the budget that were city priorities are $200,000 for the study to two-way 3rd and 4th Streets and 8th and 9th Streets, and $ 1.2 million for improvements to the St. Petersburg portion of the Treasure Island Causeway.

Senator Darryl Rouson, and Representatives Ben Diamond, Kathleen Peters and Wengay Newton attended the meeting and each spent a few minutes talking about the highlights, and lowlights of their efforts throughout the Session.

Senator Rouson spoke of the apology to survivors and families of the Dozier school atrocities. He also spoke of the appropriations he was able to obtain for organizations in St. Petersburg, and of naming a part of I-375 for former City Council member C. Bette Wimbish. Rep. Diamond stressed the importance of the TBARTA legislation, and he was pleased with his impact as a freshman. Rep. Peters spoke of her frustration with all the legislation attacking local governments, and called for more direct involvement of local officials in testifying and contacting legislators on these issues. She was disappointed that there was not more funding of Mental Health issues. Rep. Newton spoke of his work on the PreK-12 Appropriations Committee, and of securing $350,000 for Happy Workers and for organizations in the other counties in his district.

The 2018 Session begins in January, so committee meetings will start in the fall. The next LAIR meeting is scheduled for September 21.
FY 17/18 CONSOLIDATED PLAN - SUBRECIPIENT APPLICATION RANKING
COMMITTEE MEMBER RECOMMENDATIONS
AGENCY

AMOUNT
REQUESTED

Douangboupha

FinlawDusseault

Foster

Jackson

Jones

Kornell

Nurse

WheelerBowman

COMMITTEE
RECOMMENDS/APPROVED

Public Service Projects:
211 Tampa Bay Cares - TBIN

30,000.00

20,000.00

20,000.00

20,000.00

20,000.00

20,000.00

20,000.00

20,000.00

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Boley Centers - Safe Haven

60,000.00

60,000.00

50,000.00

60,000.00

60,000.00

60,000.00

60,000.00

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Catholic Charities (Pinellas HOPE)

40,000.00

25,000.00

25,000.00

25,000.00

25,000.00

25,000.00

25,000.00

25,000.00

25,000.00

25,000.00

Catholic Charities - rental assistance homeless prevention (ESG
funded)

40,000.00

40,000.00

30,000.00

40,000.00

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40,000.00

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40,000.00

40,000.00

Community Action Stops Abuse (CDBG funded)

50,000.00

6,000.00

16,000.00

6,000.00

6,000.00

6,000.00

6,000.00

6,000.00

6,000.00

6,000.00

20,000.00

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20,000.00

20,000.00

Community Action Stops Abuse (ESG Funded)
New Frontiers

12,700.00

9,000.00

9,000.00

9,000.00

9,000.00

9,000.00

9,000.00

9,000.00

9,000.00

9,000.00

Pinellas Opportunity Council

45,000.00

30,000.00

20,000.00

30,000.00

30,000.00

30,000.00

30,000.00

30,000.00

30,000.00

30,000.00

St. Pete NHS aka Neighborhood Home Solutions
St. Vincent dePaul - shelter (CDBG funded)

7,000.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

87,000.00

50,000.00

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15,000.00

15,000.00

St. Vincent dePaul - shelter (ESG funded)
Westcare - transitional housing (CDBG funded)

60,000.00

Westcare - transitional housing (ESG funded)
Westcare - Turning Point (CDBG funded)

52,000.00

Westcare - Turning Point (ESG funded)
YMCA

0.00

7,000.00

12,000.00

7,000.00

7,000.00

7,000.00

7,000.00

7,000.00

7,000.00

7,000.00

30,000.00

9,877.00

19,877.00

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9,877.00

513,700.00

324,882.00

324,882.00

324,882.00

324,882.00

324,882.00

324,882.00

324,882.00

324,882.00

324,882.00

200,000.00

Housing Projects:
Boley Centers - TBRA (HOME funded)

230,840.00

200,000.00

200,000.00

200,000.00

200,000.00

200,000.00

200,000.00

200,000.00

200,000.00

Boley Centers - TBRA (operating/admin) (HOME funded)

10,000.00

0.00

10,000.00

0.00

0.00

0.00

0.00

0.00

0.00

Habitat for Humanity - Rehab Southside CRA (CDBG Funded)

50,000.00

30,000.00

30,000.00

30,000.00

30,000.00

30,000.00

30,000.00

30,000.00

30,000.00

30,000.00

Habitat for Humanity - Acquire Vacant/Boarded Properties (HOME
Funded)

45,000.00

45,000.00

0.00

45,000.00

45,000.00

45,000.00

45,000.00

45,000.00

45,000.00

45,000.00

335,840.00

275,000.00

240,000.00

275,000.00

275,000.00

275,000.00

275,000.00

275,000.00

275,000.00

275,000.00

0.00

Capital Improvement Projects (CDBG funded):
Brookwood Florida

28,000.00

17,960.00

17,960.00

17,960.00

17,960.00

17,960.00

17,960.00

17,960.00

17,960.00

17,960.00

115,000.00

115,000.00

115,000.00

115,000.00

115,000.00

115,000.00

115,000.00

115,000.00

115,000.00

115,000.00

New Frontiers

26,997.00

25,000.00

25,000.00

25,000.00

25,000.00

25,000.00

25,000.00

25,000.00

25,000.00

25,000.00

PARC - 3025/3101 76th Way North

35,000.00

35,000.00

35,000.00

35,000.00

35,000.00

35,000.00

35,000.00

35,000.00

35,000.00

35,000.00

PARC - 3190 75th Street North
Pinellas County Sheriff's Police Athletic League (application
withdrawn 5/19/17)

83,000.00

83,000.00

83,000.00

83,000.00

83,000.00

83,000.00

83,000.00

83,000.00

83,000.00

83,000.00

174,970.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

Police Athletic League

308,000.00

220,390.00

198,000.00

220,390.00

220,390.00

220,390.00

220,390.00

220,390.00

220,390.00

James B. Sanderlin Family Service Center

0.00
220,390.00

St. Petersburg Housing Authority (application withdrawn 5/16/17)

75,000.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

Westcare - Transitional Housing (elevator)

65,000.00

26,310.00

48,700.00

26,310.00

26,310.00

26,310.00

26,310.00

26,310.00

26,310.00

26,310.00

910,967.00

522,660.00

522,660.00

522,660.00

522,660.00

522,660.00

522,660.00

522,660.00

522,660.00

522,660.00

0.00


## CHDO Projects (HOME funded):

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
<th>Douangboupha</th>
<th>Finlaw-Dusseault</th>
<th>Foster</th>
<th>Jackson</th>
<th>Jones</th>
<th>Kornell</th>
<th>Nurse</th>
<th>Wheeler-Bowman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bright Community Trust (Project)</td>
<td>500,000.0</td>
<td>165,000.0</td>
<td>165,000.0</td>
<td>165,000.0</td>
<td>165,000.0</td>
<td>165,000.0</td>
<td>165,000.0</td>
<td>165,000.0</td>
<td></td>
</tr>
<tr>
<td>Pinellas Affordable Living (operating)</td>
<td>25,000.0</td>
<td>25,000.0</td>
<td>25,000.0</td>
<td>25,000.0</td>
<td>25,000.0</td>
<td>25,000.0</td>
<td>25,000.0</td>
<td>25,000.0</td>
<td></td>
</tr>
<tr>
<td>St. Pete NHS (maintain proceeds acct)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Homes for Independence (maintain proceeds acct)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
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</tr>
</tbody>
</table>

*CHDO Projects Total: 525,000.00

## City Initiated Projects:

<table>
<thead>
<tr>
<th>Program</th>
<th>Amount</th>
<th>Douangboupha</th>
<th>Finlaw-Dusseault</th>
<th>Foster</th>
<th>Jackson</th>
<th>Jones</th>
<th>Kornell</th>
<th>Nurse</th>
<th>Wheeler-Bowman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Programs (home repair, barrier free, purchase assistance, single-family new construction developer incentive program, and new multi-family development) (HOME/SHIP funded)</td>
<td>2,091,982.0</td>
<td>2,046,982.0</td>
<td>2,046,982.0</td>
<td>2,046,982.0</td>
<td>2,046,982.0</td>
<td>2,046,982.0</td>
<td>2,046,982.0</td>
<td>2,046,982.0</td>
<td></td>
</tr>
<tr>
<td>Rapidly re-housing (RRH) the homeless through joint RFP with Pinellas County (SHIP funded)</td>
<td>100,000.0</td>
<td>100,000.0</td>
<td>100,000.0</td>
<td>100,000.0</td>
<td>100,000.0</td>
<td>100,000.0</td>
<td>100,000.0</td>
<td>100,000.0</td>
<td></td>
</tr>
<tr>
<td>Rapidly re-housing (RRH) the homeless through joint RFP with Pinellas County (ESG funded)</td>
<td>50,000.0</td>
<td>50,000.0</td>
<td>50,000.0</td>
<td>50,000.0</td>
<td>50,000.0</td>
<td>50,000.0</td>
<td>50,000.0</td>
<td>50,000.0</td>
<td></td>
</tr>
<tr>
<td>Renovation of the Carter G. Woodson Museum (CDBG funded)</td>
<td>327,984.46</td>
<td>327,984.46</td>
<td>327,984.46</td>
<td>327,984.46</td>
<td>327,984.46</td>
<td>327,984.46</td>
<td>327,984.46</td>
<td>327,984.46</td>
<td></td>
</tr>
<tr>
<td>Section 108 (Bond Repayment) (CDBG funded) *</td>
<td>297,598.89</td>
<td>297,598.89</td>
<td>297,598.89</td>
<td>297,598.89</td>
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<td>297,598.89</td>
<td>297,598.89</td>
<td>297,598.89</td>
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</tbody>
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* City Initiated Projects Total: 2,867,565.35

* Required to Fund

Not in attendance, but completed the review

## FY 17/18 CONSOLIDATED PLAN - SUBRECIPIENT APPLICATION RANKING

COMMITTEE MEMBER RECOMMENDATIONS

**Total Recommended:** $2,867,565.35

**Total Approved:** $2,822,565.35

*Required to Fund:* $4,135,107.35
ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE

Minutes
May 25, 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).

Also: Chief Assistant City Attorney, Jeannine Williams; City Administrator, Gary Cornwell; Procurement & Supply Management Director, Louis Moore; Budget Director, Tom Greene; Grants Officer, Shrimatee Ojah-Maharaj; Internal Audit Director, Bradley Scott; City Council Administrative Aide, Kewa Wright 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 May 25th meeting agenda, Council Member Gerdes motioned that the agenda be approved as written. All were in favor of the motion. Ayes. Kennedy. Gerdes. Nurse. Nays. None. Absent. Rice. Montanari (alt).

C. Approval of Minutes
1. May 11, 2017
In connection with the approval of the May 11th meeting minutes, Councilmember Gerdes motioned that the minutes be approved as written. All were in favor of the motion. Ayes. Kennedy. Gerdes. Nurse. Nays. None. Absent. Rice. Montanari (alt).

D. New/Deferred Business
1a. Changes to purchasing requirements to include life cycle costs (Louie Moore) Mr. Moore discussed with the committee recommended updates to the City’s Procurement Code. The revisions include the following: Sec. 2-239 Exemptions; Sec. 2-240 Definitions and abbreviations; Sec. 2-241 Procurement Department; duties and responsibilities; Sec. 2-242 Approval Authority; Sec.2-244 Competitive sealed bidding; Sec.2-252 Construction delivery methods and source selection; and Sec. 2-262 Electronic Resource.

There was some discussion on how the job order contracting process works. Mr. Moore explained that when there is a minor construction job (i.e. renovating a bathroom at one of the recreation facilities), the City would refer to an online catalog established by the Guardian Group, which list construction prices and tasks. The City will come up with a scope of work to provide to the vendor. The vendor will price the job based on the catalog prices, which are fixed. Additional clarification was asked on the new definition
of life cycle cost. Mr. Moore explained that the City will not just be looking at the initial price of an item, but also the costs associated with owning and maintaining the asset during its life and the cost of disposing of it. The committee also requested that the consideration of liquidation value is added to the definition of life cycle cost.

CM Nurse motioned with a second by CM Rice that the Budget, Finance and Taxation approve the proposed changes to the Procurement Code and forward to the full Council for approval. All were in favor of the motion. Ayes: Approved unanimously by the committee. Ayes: Kennedy, Gerdes, Nurse, Rice, Montanari (Alt). Nays: None

2b. Quarterly Grants Report (Shrimatee Ojah-Maharaj) Ms. Ojah-Maharaj provided the committee with an overview of grants awarded during the second quarter of FY 17. The City was awarded 7 grants totaling $435,609. The departments in receipt of grants include the following: Albert Whitted Airport, Fire & Rescue, Housing, Parks & Recreation, Sanitation and Office of Sustainability. As of year-to-date (to include Q1 & Q2), the City has received 16 grants totaling $1,869,904.

Ms. Ojah-Maharaj informed the committee that special efforts are being made to keep HUD and CDBG funding. This includes the Mayor’s letter with the U.S. Conference of Mayors and City Council letter/resolution to HUD. Ms. Ojah-Maharaj shared the status of grants reviewed by the Grants Working Group for Q2 FY17 and Q2 FY16. Council Member Kennedy requested that dollar amounts be incorporated in the charts.

Council Member Nurse inquired where we would be this year in terms of grants. Mr. Greene outlined the grants we have received as of to date, grants coming down the pipeline and the expected funds from HUD, should put the City around $9 - $10 million dollars.

Council Member Montanari inquired if there was additional information regarding the proposed South Pinellas CRA Grant for the Foundation of a Healthy St. Petersburg for $600,000. Ms. Ojah-Maharaj informed the committee that there is a collaborative effort to submit the grant with various departments and will find out the status. (Update: The grant is being prepared for submittal).

Council Member Kennedy inquired about how the process is reviewed for those grants that we were unsuccessful in obtaining and how to improve our chances the next time. Ms. Ojah-Maharaj stated that, staff contacts the grantor for feedback on the ratings of the grant application and suggestions on ways to improve it for submittal of a winning grant in the future.

E. Upcoming Meetings Agenda Tentative Issues

1. June 8, 2017
   a. 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. (Chris Guella/Louis Moore)
   b. Council Needs Assessment
   c. Airbnb to collect sales tax and tourist taxes from guests (Legal)
2. June 15, 2017

   a. Request to publish the FY2017-2018 Annual Action Plan and Budget (Joshua Johnson)
   b. Baseball Referendum to allow the St. Petersburg Baseball Commission a 10 year lease with a 10 year renewal for the Walter Fuller Baseball Park (Gerdes)
   c. Consideration of the establishment of a Citizens Advisory Committee for the Intown CRA (Nurse)
   d. Consideration of a revision to the Small Business Enterprise Ordinance (Nurse)

F. New Business Item Referrals

G. Adjournment
   There being no further business, the meeting was adjourned at 9:05 a.m.
ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 7, SECTIONS 2-296 AND 2-297 OF THE ST. PETERSBURG CITY CODE RELATING TO REQUIREMENTS FOR CONTRACTORS TO EMPLOY APPRENTICES ON MAJOR CONSTRUCTION PROJECTS; AMENDING THE DEFINITION OF PRIME CONTRACTOR OR CONTRACTOR; REQUIRING SOURCE LISTS; PROVIDING FOR REJECTION OF BIDS; REQUIRING QUARTERLY REPORTS FROM CONTRACTORS; PROVIDING FOR CORRECTIVE ACTION AND PENALTIES; REQUIRING AN ANNUAL REPORT TO CITY COUNCIL; 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)(2)e to read as follows:

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. The term contractor shall include:

i. any responsible managing corporate officer who has personal involvement or responsibility in obtaining a contract with the City or in supervising or performing the work prescribed by the contract or

ii. any person or entity with more than 50% ownership interest.

Section 2. The St. Petersburg City Code is hereby amended in Chapter 2, Article V, Division 7, Section 2-297 to read as follows:

Section 2-297. Major construction project requirements for employing apprentices.

(a) **Apprentice participation percentage.** At least ten percent (10%) of all hours of work performed on a major construction project shall be performed by apprentices employed by prime contractors or subcontractors.
(b) **Bidding.** Prime contractors bidding on major construction contracts must submit a description of their proposed apprentice usage with their bid or proposal. The description must include, but is not limited to, total work hours estimated for the major construction project, a demonstration of 10% of the total work hours proposed to be performed by apprentices, construction trades, program sponsors or sources, subcontractor opportunities and estimated duration of the employment of apprentices. The POD may waive the requirements for apprentices in bid documents if the POD determines that the project involves a high proportion of equipment and materials costs compared to the anticipated labor hours or that there is an insufficient number of apprentices available to meet the contract requirements. The POD shall put its reasoning for the waiver in writing and submit such reasoning to City Council upon presenting the major construction project to City Council for contract approval.

(c) **Source lists.** The POD shall compile, maintain and make available source lists which include apprenticeship programs approved by the State of Florida Department of Education, known industry certification training programs and known company-sponsored training programs related to work performed on major construction projects.

(d) **Rejection of bids.** Where it is determined that none of the bids meet the apprentice participation percentage, the POD shall rebid the contract unless the Mayor or his or her designee determines that selecting the bid which substantially complies with this division is necessary and in the best interests of the City. Nothing in this section precludes the POD from exercising the authority to accept or reject bids in accordance with other sections of the Code or bid documents.

(e) **Award of contracts.** All major construction contracts shall be awarded to the lowest responsive and responsible bidder. In awarding any major construction project contract, pursuant to this division, the POD may reject any bid determined not to be the lowest responsive and responsible bid.

(f) **Changes after work begins.** The prime contractor and subcontractors must make good faith efforts to replace any apprentice who can no longer work on a major construction project with another apprentice in order to achieve the participation percentage.

(g) **Documentation of good faith efforts.** A prime contractor shall be responsible for achieving and maintaining the required participation percentage for the duration of an awarded contract. If the prime contractor and respective subcontractors are not able to achieve or maintain the required percentage, the prime contractor must demonstrate and document that good faith efforts were made to achieve or maintain the required percentage. Documentation that the prime contractor or subcontractor made good faith efforts shall be submitted on forms provided by the POD. The POD shall review the documentation and determine whether good faith efforts were made to achieve or maintain the required percentage of apprentices.

(h) **Required documentation.** The prime contractor and subcontractors shall keep an accurate record showing the total hours of work performed on a major construction project and the name, address, trade classification, hours worked, evidence of apprenticeship status, and employment
status of all apprentices asserted to meet the percentage required in this division. The prime contractor shall submit the record to the POD on a quarterly cycle for the duration of the major construction project. The record shall be submitted on or before January 15, April 15, July 15 and October 15 respectively. The record shall consist of the cumulative number of hours worked to date by apprentices and total hours worked to date. The record shall be cumulative for the duration of the major construction project and shall indicate any new hires at the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion) as measured by payments made as a percent of the original amount. The prime contractor is responsible for assuring that all compliance documentation is submitted to the City on forms provided by the POD.

(i)  **Compliance; Corrective Action; Penalties.**

(1)  During the duration of the major construction project, compliance shall be monitored and evaluated quarterly.

(2)  If the contractor has not met the requirements of this division, the POD will provide written notice regarding noncompliance. The contractor will be required to present a corrective action plan within 30 days of such notice. Once the corrective action plan is approved by the POD, the POD will provide a time period for completion of the corrective action plan. The time period for completion of the corrective action plan shall not exceed 60 days unless the Mayor or his or her designee determines that the contractor has demonstrated that a longer time period is necessary and in the best interest of the City. If the contractor fails to correct the deficiency within the time period, the POD shall impose the following penalties:

a. For a first violation . . . retainer will be withheld
b. For a second violation . . . one year suspension from bidding on City contracts
c. For a third violation . . . three year suspension from bidding on City contracts

(3)  Contracts and bid documents shall provide that the failure of any prime contractor to comply with any of the requirements of this division may result in the imposition of one or more penalties described in the procurement code, respective contract documents, or any other available remedies.

(j)  **Authority of the POD.** The POD is authorized to monitor major construction project contracts and prime contractors for compliance with the requirements of this division throughout the duration of an awarded contract. The POD is authorized to prepare administrative policies and procedures to implement, monitor and enforce the requirements of this division.

(k)  **Compliance with federal and state regulations.** The provisions of this division shall be construed according to and in conformity with State, federal and county laws concerning the bidding and awarding of contracts. Where a major construction project involves the expenditure
of State or federal assistance or contract funds, the POD shall comply with such State or federal law and authorized regulations which are mandatorily applicable, including those which dictate that the provisions of this division may not be required on a particular project.

(l) **Annual Report.** The POD shall annually provide a report to the City Council regarding apprentices participating in major construction projects. The report must include the total dollar value of awards of major construction projects, the number of apprentices hired on such projects and the number of hours worked by apprentices on such projects.

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 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 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)
00325641
ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 7, SECTION 2-298.5 OF THE ST. PETERSBURG CITY CODE RELATING TO REQUIREMENTS FOR CONTRACTORS TO EMPLOY DISADVANTAGED WORKERS ON MAJOR CONSTRUCTION PROJECTS; AMENDING THE DEFINITION OF PRIME CONTRACTOR OR CONTRACTOR; REQUIRING SOURCE LISTS; PROVIDING FOR REJECTION OF BIDS; REQUIRING QUARTERLY REPORTS FROM CONTRACTORS; PROVIDING FOR CORRECTIVE ACTION AND PENALTIES; REQUIRING AN ANNUAL REPORT TO CITY COUNCIL; 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, Subsection 2-298.5(c)(2)e to read as follows:

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. The term contractor shall include:

i. any responsible managing corporate officer who has personal involvement or responsibility in obtaining a contract with the City or in supervising or performing the work prescribed by the contract or

ii. any person or entity with more than 50% ownership interest.

Section 2. The St. Petersburg City Code is hereby amended in Chapter 2, Article V, Division 7, Subsection 2-298.5(d) to read as follows:

Section 2-298.5(d). Major construction project bidding and contract requirements for disadvantaged workers.

(1) Disadvantaged worker required participation percentage. At least ten percent (10%) of all hours of work performed on a major construction project shall be performed by disadvantaged workers employed by prime contractors or subcontractors.
(2) **Bidding.** Prime contractors bidding on major construction contracts must submit the following with their bid: a list of the resources which will be used to identify disadvantaged workers, a list of subcontractors proposed to be used for the project, total work hours estimated for the major construction project, a demonstration of ten percent of the total work hours proposed to be performed by disadvantaged workers, and a description of the work to be performed by the disadvantaged workers. The POD may waive the requirements for disadvantaged workers in bid documents if the POD determines that the project involves a high proportion of equipment and materials costs compared to the anticipated labor hours or that there is an insufficient number of disadvantaged workers available to meet the contract requirements. The POD shall put its reasoning for the waiver in writing and submit such reasoning to City Council upon presenting the major construction project to City Council for contract approval.

(3) **Source lists.** The POD shall compile, maintain and make available source lists which include contractors which employ disadvantaged workers and other sources to assist with locating disadvantaged workers.

(4) **Rejection of bids.** Where it is determined that none of the bids meet the disadvantaged worker required participation percentage, the POD shall rebid the contract unless the Mayor or his or her designee determines that selecting the bid which substantially complies with this division is necessary and in the best interests of the City. Nothing in this section precludes the POD from exercising the authority to accept or reject bids in accordance with other sections of the Code or bid documents.

(5) **Award of contracts.** All major construction contracts shall be awarded to the lowest responsive and responsible bidder. In awarding any major construction project contract, pursuant to this division, the POD may reject any bid determined not to be the lowest responsive and responsible bid.

(6) **Changes after work begins.** The prime contractor and subcontractors must make good faith efforts to replace any disadvantaged worker who can no longer work on a major construction project with another a disadvantaged worker in order to achieve the participation percentage.

(7) **Documentation of good faith efforts.** A prime contractor shall be responsible for achieving and maintaining the required participation percentage for the duration of an awarded contract. If the prime contractor and respective subcontractors are not able to achieve or maintain the required percentage, the prime contractor must demonstrate and document that good faith efforts were made to achieve or maintain the required percentage. Documentation that the prime contractor or subcontractor made good faith efforts shall be submitted on forms provided by the POD. The POD shall review the documentation and determine whether good faith efforts were made to achieve or maintain the required percentage of disadvantaged workers.

(8) **Required documentation.** The prime contractor and subcontractors shall keep an accurate record showing the total hours of work performed on a major construction project and the name,
address, trade classification, hours worked, evidence of disadvantaged worker status, and employment status of all disadvantaged workers asserted to meet the percentage required in this division. The prime contractor shall submit the record to the POD on a quarterly cycle for the duration of the major construction project. The record shall be submitted on or before January 15, April 15, July 15 and October 15 respectively. The record shall consist of the cumulative number of hours worked to date by disadvantaged workers and total hours worked to date. The record shall be cumulative for the duration of the major construction project and shall indicate any new hires. at the 25% point of completion, the 50% point of completion and the point of substantial completion (99% completion) as measured by payments made as a percent of the original amount. The prime contractor is responsible for assuring that all compliance documentation is submitted to the City on forms provided by the POD.

(9) Compliance; Corrective Action; Penalties.

a. During the duration of the major construction project, compliance shall be monitored and evaluated quarterly.

b. If the contractor has not met the requirements of this division, the POD will provide written notice regarding noncompliance. The contractor will be required to present a corrective action plan within 30 days of such notice. Once the corrective action plan is approved by the POD, the POD will provide a time period for completion of the corrective action plan. The time period for completion of the corrective action plan shall not exceed 60 days unless the Mayor or his or her designee determines that the contractor has demonstrated that a longer time period is necessary and in the best interest of the City. If the contractor fails to correct the deficiency within the time period, the POD shall impose the following penalties:

i. For a first violation . . . retainer will be withheld
ii. For a second violation . . . one year suspension from bidding on City contracts
iii. For a third violation . . . three year suspension from bidding on City contracts

c. Contracts and bid documents shall provide that the failure of any prime contractor to comply with any of the requirements of this division may result in the imposition of one or more penalties described in the procurement code, respective contract documents, or any other available remedies.

(10) Authority of the POD. The POD is authorized to monitor major construction project contracts and prime contractors for compliance with the requirements of this division throughout the duration of an awarded contract. The POD is authorized to prepare administrative policies and procedures to implement, monitor and enforce the requirements of this division.
(11) **Compliance with federal and state regulations.** The provisions of this division shall be construed according to and in conformity with State, federal and county laws concerning the bidding and awarding of contracts. Where a major construction project involves the expenditure of State or federal assistance or contract funds, the POD shall comply with such State or federal law and authorized regulations which are mandatorily applicable, including those which dictate that the provisions of this division may not be required on a particular project.

(12) **Annual Report.** The POD shall annually provide a report to the City Council regarding disadvantaged workers participating in major construction projects. The report must include the total dollar value of awards of major construction projects, the number of disadvantaged workers hired on such projects and the number of hours worked by disadvantaged workers on such projects.

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 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 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)
00325587
Present: Chair Rice, Vice-Chair Kornell, Councilmembers Karl Nurse, Ed Montanari, and Lisa Wheeler-Bowman (Alternate)

Absent: None.

Also: Councilmembers Charlie Gerdes, Jim Kennedy, and Assistant City Attorney Michael Dema, Sustainability Manager Sharon Wright, City Clerk Specialist, Cortney Phillips

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

Approval of April 13, 2017 Minutes: Passed 5-0

Guest Speaker Delaney Reynolds (PowerPoint attached)
Delaney Reynolds, Founder and Activist “Sink or Swim Project” spoke on the topics of climate change, sea level rise and alternative energy sources, namely solar power in Florida. Delaney speaks with scientists, businesses, residents, and elected officials to gather information and perspectives from those impacted by climate change effects. Delaney explained that she gives presentations to people of all ages, she uses real science and graphs, even for 3rd and 4th grade. She says everyone gets it without “dumbing it down”.

Delaney showed several videos of her activism and civic engagement – one with Jack Black! More importantly, her engagement with elected officials supported her city in their first time allocation of funds to address sea level rise and led to an ordinance drafted with Mayor Stoddard to require solar installations on all new construction, based on the San Francisco example. The ordinance includes an opt-out option through a fee that goes toward solar installations on city facilities and beyond as-needed. View meeting and presentation here: [http://www.stpete.org/boards_and_committees/recorded_city_meetings.php](http://www.stpete.org/boards_and_committees/recorded_city_meetings.php) Visit Delaney’s website: [http://miamisearise.com/](http://miamisearise.com/)

All councilmembers present were thankful to Delaney and her parents for their time here and overall commitment and hard work on her passions and dreams.

Councilmember Gerdes committed city staff to continue to stay in touch as it relates to Cuban exchanges and other common topics of interest like sustainable return on investment methodologies.

Councilmember Kornell made a motion for city staff to review the solar ordinance and to bring a draft back to the committee. (South Miami ordinance in progress attached.)

Councilmember Montanari expressed his support to see the draft, but also that he is skeptical about passing such an ordinance.

The motion passed 5-0.
Note from Sharon Wright: much of Delaney’s presentation had motion and video, so pdf capture seems incomplete. The full presentation in the committee meeting can be viewed here: http://www.stpete.org/boards_and_committees/recorded_city_meetings.php
10 States with the Greatest Solar Power Potential

Solar power is a good idea anywhere in the United States, but there are some states that present better opportunities than others. These states have the largest land masses for rural installations, population centers for rooftop photovoltaic installations, access to the sun, and many even have above average retail electricity costs. It’s these leading states that are poised to make the biggest difference in solar power availability in America, and they’re likely to benefit the most from it as well. We see the greatest potential for solar power in the following states:

The Top 10 States by Solar Power Potential

1. California
2. Texas
3. Florida
4. Georgia
5. Illinois
6. Ohio
7. New York
8. North Carolina
9. Michigan
10. Pennsylvania
THEN:
IN 2006, THE US INSTALLED 195 MWDC OF SOLAR PV.

NOW:
IN 2015, THE COUNTRY INSTALLED 7,260 MWDC.

THAT'S MORE THAN A 6800% INCREASE.
THAT'S POWERFUL PROGRESS.

Source: http://bit.ly/1Vn3Ynq
San Francisco Requires New Buildings To Install Solar Panels
April 20, 2016 2:25 PM ET

CAPILA DOMINGO

Workers install solar panels on the roof of a home in San Francisco, Calif., in 2013. San Francisco has recently decided to start requiring new buildings to install solar panels — even for homes up to 10 stories tall.

AP Photo/Jeff Chiu

San Francisco will soon begin requiring new buildings to have solar panels installed on the roof.

Delaney Anne Reynolds

4363 South Lake Highway, Falmouth Key, Florida 33174

Telephone: (305) 775-0800 Email: delaney@sunresources.com

April 13, 2016

Steve Perez
City of Delaney Key Village Hall
With Delaney Key Mayor

Five solar panels on Delaney Key.

Tara Hafier/{CQ}

As we head closer to the 2016 presidential election, I would like to talk about the importance of renewable energy in our country. The energy crisis that we face today is not just a problem for the US, but for the entire world. We need to take action now to ensure a sustainable future for our planet.

To achieve a sustainable future, we need to focus on the development of renewable energy sources. These include solar, wind, and biomass energy. These sources are clean, renewable, and do not rely on fossil fuels. By shifting our energy mix towards renewable sources, we can reduce our carbon footprint and combat climate change.

Furthermore, renewable energy sources are becoming increasingly cost-effective. As technology improves and becomes more advanced, the cost of renewable energy is decreasing. In recent years, solar panels and wind turbines have become more affordable, making them a viable option for homeowners and businesses.

In conclusion, the importance of renewable energy cannot be overstated. By investing in renewable energy, we can create a sustainable future for our planet. We need to support policies and initiatives that promote the use of renewable energy sources, and support companies that are committed to sustainability.

Tara Hafier
City of Delaney Key Village Hall
April 13, 2016

(End of article)
11. An Ordinance amending the City of South Miami Code of Ordinances, Chapter 11, Sections 11-4 and 11-22 to add and amend
ORDINANCE NO.

An ordinance amending the Land Development Code, Article II, Section 20-1-2.3, “Definitions” and Article III, Section 20-3.6 “Supplemental Regulations”, adding subsection (W) “Solar Requirements” and providing definitions relating to and criteria and regulations for solar collectors in the City of South Miami.

WHEREAS, the South Miami City Commission expressly declares that the following amendments to the South Miami Land Development Code are reasonable and necessary because of local climatic, topological, and geological conditions as listed below; and

WHEREAS, as a coastal city located on the tip of a peninsula, the Miami region is vulnerable to sea level rise, and human activities releasing greenhouse gases into the atmosphere increases in worldwide average temperature, which contribute to melting of glaciers, thermal expansion of ocean water, and shifting or slowing of the Gulf Stream, all resulting in rising sea levels; and

WHEREAS, South Florida is already experiencing the repercussions of excessive CO2 emissions as rising sea levels threaten shorelines and infrastructure, have caused significant erosion, increased impacts to infrastructure during extreme tides, and have caused the City to expend funds to modify the sewer system; and

WHEREAS, some people in South Miami, such as the elderly, may be particularly vulnerable to higher temperatures resulting from climate changes; and

WHEREAS, installing solar will help South Miami meet its goals under Res. No. 23-09-12832, dated February 9, 2009, stating: “The City of South Miami commits to a Carbon Neutral Initiative to lead the community by example and to implement policies to eliminate net emission of carbon dioxide and other greenhouse gases by the end of 2030”; and

WHEREAS, it is reasonably necessary to require building owners to take steps to reduce the energy consumed by inefficient building operations and produce renewable, low-carbon electricity, or capture solar energy, in order to reduce pollution, benefit biodiversity, improve resilience to climate change by reducing localized heat islands, and reduce the global warming effects of energy consumption; and

WHEREAS, installing solar heating or solar energy systems benefits the health, welfare, and resiliency of South Miami and its residents; and

WHEREAS, requiring solar water heating and/or solar photovoltaics at the time of new construction is more cost-effective than installing the equipment after construction because workers are already on-site, permitting and administrative costs are lower, and it is more cost-effective to include such systems in existing construction financing.
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. South Miami Land Development Code Article II, “Definitions” is hereby amended to read as follows:

20-2.3 Definitions.

* * *

Electric Vehicles (EVs.) Shall mean those passenger-carrying, street legal vehicles that run on electricity only. They are propelled by one or more electric motors powered by rechargeable battery packs.

Living Area. Shall mean gross floor area.

Photovoltaic System (PV). Shall mean a type of solar collector that uses photovoltaic cells to directly convert sunlight into electricity.

Photovoltaic Collectors. Shall mean photovoltaic thermal hybrid solar collectors, sometimes known as hybrid PV/T systems or PVT, which are systems that convert solar radiation into thermal and electrical energy.

Potential Solar Zone. Shall mean the total area on an eligible space (that is, low-sloped roofs of less than 18 degree pitch), steep-sloped roofs of 18 degree or greater pitch oriented between 90 degrees and 270 degrees of true north, roof or overhang of a structure on the same property within 250 feet of the building, or on a covered parking structure installed on the same property that has an annual solar access of 70% or greater.

Solar Access. Shall mean the ratio of solar insolation including shading to the solar insolation without shading. Solar access does not take into account shading from objects that are included in the building project.

Solar Collectors. Shall mean any combination of photovoltaic and solar-thermal collectors.

Solar Insolation. Shall mean the measure of solar radiation energy received on a given surface area in a given time. It is commonly expressed as average irradiance in watts per square meter (W/m²) or kilowatt-hours per square meter per day (kWh).

Solar Thermal Collectors. Shall mean either, low-, medium-, or high-temperature collectors. Low temperature collectors are flat plates generally used to heat swimming pools. Medium-temperature collectors are also usually flat plates but are used for creating hot water for residential and commercial use. High temperature collectors concentrate sunlight using mirrors or lenses and are generally used for electric power production.

Solar Zone. Shall mean an allocated space on a roof that is unshaded, un-penetrated, and free of obstructions serving as a suitable place for the installation of solar panels. For single-family residences and townhouses, the solar zone shall be located on the roof or overhang of the
building. For qualifying multi-family buildings, the solar zone can be located on any of the following locations: roof of building, overhang of building, roof and/or overhang of another structure located on the same property within 250 feet of the primary building, covered parking installed with the building project, other structures including trellises, arbors, patio covers, carports, gazebos, and similar accessory structures as may be sufficiently strong to support a solar array.

Section 2. South Miami Land Development Code Article III. “Zoning Regulations”, Section 20-3.6. “Supplemental Regulations” is hereby amended to read as follows:

(W) Solar Requirements

(1) Applicability. All new construction of single-family residences, townhouses, and any multi-story residential building where a section of roof can be reasonably allocated to a separately metered dwelling unit that apply for either preliminary or final approval by the Environmental Review and Preservation Board on or after [insert date] shall install solar photovoltaic systems and/or solar thermal systems in the solar zone or another space of equivalent capacity. Additions and alterations of existing buildings are exempt from this requirement if they leave at least 50% of the existing sub-roof and outside walls intact, measurements to be provided in square feet.

(2) Minimum required installation. The area to be occupied by solar collectors shall be no less than the minimum of:
   i. the Solar Zone area (calculated in subparagraph 4 below); or
   ii. 2.75 kW of nameplate photovoltaic capacity per 1,000 square feet of living area; or
   iii. 175 square feet of collector panel per 1,000 square feet of roof area.

(3) Minimum specifications for solar collectors.
   i. Solar photovoltaic systems: The total nameplate capacity of photovoltaic collectors shall be at least ten (10) watts DC per square foot of roof area allocated to the photovoltaic collectors.
   ii. Solar thermal systems: Single-family residential solar domestic water heating systems shall be SG-300 System Certified by either the Solar Rating and Certification Corporation (SRCC) or the International Association of Plumbing and Mechanical Officials (IAPMO).
   iii. Solar photovoltaic systems and solar thermal systems shall be installed in accord with all applicable State code requirements, including access, pathway, smoke ventilation, and spacing requirements, all applicable local code requirements, and manufacturer’s specifications.

(4) Calculation of Solar Zone Area size. The minimum solar zone area shall be calculated using one of the following methods:
   i. Method 1. Minimum Solar Zone Area Based on Total Roof Area
      This Method should be used if shading is not significant, for instance if trees (existing and planned) and adjacent buildings do not shade the roof. The solar zone area shall be no less than fifteen (15) percent of the total roof area after subtracting the area of any skylights. The solar zone may be composed of multiple sub-areas; however, no dimension of a sub-area can
be less than five (5) feet in length. If the total roof area is equal to or less than 10,000 square feet, each sub-area must be at least eighty (80) square feet in area (or of sufficient size to accommodate at least four (4) regular sized PV panels). If the total roof area is greater than 10,000 square feet, each sub-area must be at least one-hundred sixty (160) square feet (or of sufficient size to accommodate at least eight (8) regular sized PV panels).

i. Method 2: Minimum Solar Zone Area Based on Potential Solar Zone

If the building site has significant shading, either from trees or from built objects that are not located on the roof or any other part of the same building, the Potential Solar Zone shall be used as the Solar Zone subject to certain reductions. If the potential solar zone is smaller than 250 square feet or smaller than 15% of the roof area of the building excluding any skylights, then the solar zone can be reduced to half the area of the potential solar zone. If the roof is shaded such that there is no potential solar zone area, then no solar zone is required.

(5) Safety Access. In calculating the solar zone, a walkway three (3) feet in width shall be left vacant on each side of each collector array segments (except the lower edge) for foot access by emergency responders. The solar zone shall comply with access, pathway, smoke ventilation and space requirements as specified in the Florida Building Code or local code.

(6) Orientation. For both single-family residences and qualifying multi-family buildings, all sections of the solar zone on roofs sloped 9.5 degrees or greater (rise-to-run ratio equal to or greater than 1:6) shall be oriented between 110 degrees and 270 degrees of true north. If a solar zone is located on a low-sloped roof (less than 9.5 degrees, or a rise-to-run ratio less than 2:12), the orientation requirement does not apply.

(7) Avoiding the Creation of Shade. The solar zone shall be free from roof penetrations and shall not have any obstructions such as vents, chimneys, architectural features, or roof mounted equipment located in the solar zone. This requirement ensures that the solar zone remains clear and open for the future installation of a solar-energy system. Obstructions located on the roof or any other part of the building that projects above the solar zone shall be located at a sufficient horizontal distance away from the solar zone in order to reduce the resulting shading of the solar zone. For any obstruction where the arc of the sun during the middle six (6) hours of the day could cast a shadow on the solar zone, the horizontal distance (“D”) from the obstruction to the solar zone shall be at least twice the height difference (“H”) between the highest point of the obstruction and the horizontal projection of the nearest point of the solar zone (Figure 20-2.3.W.1). Obstructions which are not located on the roof or another part of the building, such as landscaping or a neighboring building are not subject to these placement requirements.
Figure 20-2.3.W.1 Structures protruding from the roof that would otherwise shade the solar zone should be offset laterally by twice their height.

(8) Alternative to installing PV. As an alternative to installing all or part of the PV capacity required in this section, for each square foot of PV required but not installed, a payment may be made into the City's Solar Trust Fund at a rate of $40 per square foot of PV, or as amended in the Table of Fees.

(9) Solar Trust Fund
(i) There is hereby created a Solar Trust Fund, the purpose of which is to fund installation, solar power and solar water heating facilities on City property.

(ii) Disbursement from Solar Trust Fund. Monies obtained for the Solar Trust Fund shall be distributed for the installation and maintenance of photovoltaic power and solar water heating on City-owned buildings and properties.

(iii) Sources of monies for the Solar Trust Fund. Said fund shall consist of contributions in lieu of, or in conjunction with, required solar installations required under this ordinance.

Section 3. Codification. The provisions of this ordinance shall become and be made part of the Land Development Code of the City of South Miami as amended.

Section 4. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not affect the validity of the remaining portions of this ordinance or the Guidelines adopted hereunder.

Section 5. Ordinances in Conflict. All ordinances or parts of ordinances and all sections and parts of sections of ordinances in direct conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon enactment.

PASSED AND ENACTED this 16 day of May, 2017.
TO: The Honorable Darden Rice, Chair, and Members of City Council

FROM: Housing Services Committee: Karl Nurse, Committee Chair, Darden Rice, Committee Vice-Chair, Lisa Wheeler Bowman, Councilmember, Amy Foster, Councilmember, and Charlie Gerdes, Councilmember-Alternate

RE: Housing Services Committee Meeting of May 25, 2017

New Business:

Recommend Appointment of Ms. Ann Sherman-White, to the Board of Commissioners of the St. Petersburg Housing Authority

Chair Nurse invited Ms. Sherman-White to come forward. Ms. Sherman-White discussed how she is happy to serve on the St. Petersburg Housing Authority Board of Directors as a voice of the people of the community, and that she looks forward to working with the Board and the City.

Ms. Sherman-White was advised of the importance of her position on the Board and that the City looks for members like her to advocate on behalf of the residents, and at least hear their concerns.

In addition, Chair Nurse gave a brief overview of a meeting held on May 24, 2017 at City Hall with affordable housing non-profit agencies and lenders. The major concern of the non-profits were the following:

- Being able to secure lots; and
- Obtaining capital to construct units.

The group agreed that they will continue to meet at least once quarterly to implement affordable housing units in the City, while complementing the work that is being done by the city.

Action: A motion was made to move the recommended appointment to Full Council for appointment.

Next meeting: The next meeting is scheduled to be held on June 8, 2017 beginning at 10:30 a.m.

Topics:

Update from the St. Petersburg Housing Authority about its plans for performing substantial rehabilitation at its Jordan Park and Disston Place developments. Other items to be determined at a later date.

Committee Members
Karl Nurse, Chair
Darden Rice, Vice-Chair
Lisa Wheeler-Bowman, Councilmember
Amy Foster, Councilmember
Charlie Gerdes, Councilmember-Alternate
Resolution No. 2017-________

A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY18; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(a)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY IHEARTMEDIA + ENTERTAINMENT, INC. AND SKYWAY HISTORICAL TOURS OF ST. PETERSBURG, LLC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, various entities have requested that the City co-sponsor their public events in name only for FY18; and

WHEREAS, the City Council Co-Sponsored Events Committee has reviewed these requests in accordance with City Council Resolution No. 2000-562, as amended, and has made recommendations to City Council as to which requests to approve in name only; and

WHEREAS, City Council has reviewed the recommendations and has determined which of these requests to approve in name only; and

WHEREAS, City Council Resolution No. 2000-562(a) 8 requires:

The applicant agency [requesting co-sponsorship] must have been a non-profit or not for profit corporation, exempt from federal income tax (26 U.S.C. Sec. 501(c)(3) or similar federal tax provision) for a period of 1 year prior to the date of application and must provide a letter of endorsement for the event from the corporation’s board of directors. Proof of corporate existence and tax status are required at the time of making application.

;and

WHEREAS, City Council Resolution No. 2006-119 exempts governmental entities from the non-profit requirements of Resolution No. 2000-562(a)8; and

WHEREAS, iHeartMedia + Entertainment, Inc. and Skyway Historical Tours of St. Petersburg, LLC. (collectively, “For Profit Entities”), do not meet the non-profit requirement of Resolution No. 2000-562(a)8; and

WHEREAS, in order for the City to enter into co-sponsorship agreements with the For Profit Entities, the non-profit requirements of Resolution No. 2000-562(a)8 must be waived by City Council; and

WHEREAS, the Administration and the City Council Co-sponsored Events Committee have reviewed the events set forth below that have been proposed by the various entities and recognize them as events that will benefit the community and recommend approval of the events for co-
sponsorship and that a waiver be granted to the For Profit Entities.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following events for co-sponsorship by the City in name only are approved for FY18, provided that the For Profit Entities shall provide evidence to the City of partnering with a non-profit organization 45 days prior to the first day of the event:

FY18 Events

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Non Profit</th>
<th>Profit Organization</th>
<th>Event Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>95.7 Beats by the Bay</td>
<td>TEAL RECOVERY PROJECT, INC.</td>
<td>IHEARTMEDIA + ENTERTAINMENT, INC.</td>
<td>11/04/17</td>
</tr>
<tr>
<td>Walk to Defeat ALS</td>
<td>ALS ASSOCIATION SOUTHERN FLORIDA CHAPTER, INC.</td>
<td></td>
<td>3/10/2018</td>
</tr>
<tr>
<td>Open Streets St. Pete</td>
<td>ST. PETE PRESERVATION, INC.</td>
<td></td>
<td>10/29/17</td>
</tr>
<tr>
<td>St. Petersburg Science Festival / Marinequest</td>
<td>PIER AQUARIUM, INC.</td>
<td></td>
<td>10/19/17 - 10/21/17</td>
</tr>
<tr>
<td>Southeastern Guide Dogs Walkathon</td>
<td>SOUTHEASTERN GUIDE DOGS, INC.</td>
<td></td>
<td>02/24/18</td>
</tr>
<tr>
<td>St. Anthony's Meek &amp; Mighty Triathlon</td>
<td>ST. ANTHONY'S HEALTH CARE FOUNDATION, INC.</td>
<td></td>
<td>04/28/18</td>
</tr>
<tr>
<td>St. Anthony's Triathlon</td>
<td>ST. ANTHONY'S HEALTH CARE FOUNDATION, INC.</td>
<td></td>
<td>04/29/18</td>
</tr>
<tr>
<td>Second Saturday Jazz in the Park</td>
<td>WORLD CHANGERS CHRISTIAN ACADEMY, INC.</td>
<td>SKYWAY HISTORICAL TOURS OF ST. PETERSBURG, LLC.</td>
<td>2nd Saturday of every month</td>
</tr>
<tr>
<td>Skyway 5K</td>
<td>SKYWAY 5K CORP.</td>
<td></td>
<td>10/14/2017</td>
</tr>
</tbody>
</table>

;and

BE IT FURTHER RESOLVED that the non-profit requirement of Resolution No. 2000-562(a)8 is waived for the co-sponsored events to be presented in FY18 by iHeartMedia + Entertainment, Inc. and Skyway Historical Tours of St. Petersburg, LLC.; and

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

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: _____________________________________  Administration: ____________________

Legal: 00325654.doc V. 1
A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING 95.7 BEATS BY THE BAY (VINOY 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 THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 95.7 Beats by the Bay has been approved as a co-sponsored event; and

WHEREAS, the promoter of this event has requested, in accordance with Section 21-38 (d) of the City Code, that the event 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 the venue during the event; and

WHEREAS, 95.7 Beats by the Bay will take place November 4, 2017 between the hours of 2:00 p.m. and 10:00 p.m. in Vinoy Park.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that 95.7 Beats by the Bay (Vиноy Park) is exempt from the beer and wine only restrictions on the serving of alcoholic beverages 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 the venue during the time and date of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: ____________________________  Administration: ____________________________

Legal: 00325655.doc V. 1
REQUEST
Review of the proposed Pier District, located at 800 2nd Avenue Northeast, for consistency with the Intown Redevelopment Plan.

APPLICANT INFORMATION

Applicant  City of St. Petersburg
            PO Box 2842
            St. Petersburg, FL 33731

Architect/Engineer  ASD/SKY
            1240 East 5th Avenue
            Tampa, FL 33605

            W Architecture and Landscape Architecture
            374 Fulton Street, 4th Floor
            Brooklyn, NY 11201

OVERVIEW OF PROJECT
The subject property encompasses 26-acres of upland and over-water areas, located east of Bayshore Drive Northeast and extending 3,065 feet into Tampa Bay. The project consists of the already demolished Inverted Pyramid and approach and construction of the new Pier District.

The Pier District is comprised entirely of City-owned property and right-of-way and is surrounded by Tampa Bay. The Pier District includes the new St Petersburg Pier and Pier approach.

The St Petersburg Pier includes a multi-story Pier Head. The Pier Head will include, retail space, observation deck and restaurant and event space. An outdoor lawn and event space will be adjacent to the Pier head will provide for outdoor recreational opportunities as well as special event space that can accommodate up to 2,500 people. Other amenities include: a fishing dock, education center and coastal thicket.

The Pier approach has been re-envisioned to include a new market area, pier plaza and titled lawn with an interactive water feature, a large outdoor entertainment venue, family park and picnic area, revitalized Spa Beach, transient boat docks, a kayak and paddle board launch, a restaurant and surface parking.
CONSISTENCY WITH INTOWN REDEVELOPMENT PLAN
The Intown Redevelopment Plan (IRP) requires the Community Redevelopment Agency to evaluate a development proposal to ensure its proposed use and design are consistent with the Plan.

Plan Emphasis
The IRP calls for the construction of the Pier District and allocates $70 million in tax increment financing to fund the project. In 2005, the IRP was amended to include this project and others and expanding the expiration date of the plan to April 7, 2035, and utilizing its tax increment financing to bond public projects.

The Pier District is also a component of St. Petersburg’s Downtown Waterfront Park System. The IRP’s objective for the Downtown Waterfront Area entails the continued revitalization of the waterfront parks and Pier area and focuses on development of specialty retail, parking, cultural and recreational facilities. The proposed Pier project is consistent with this objective.

Design Criteria
Design criteria in the IRP that pertain to this project include:

- Design compatibility along the waterfront with each other as well as the park; and
- Provide a variety of activities along the waterfront and in the downtown.

SUMMARY AND RECOMMENDATION
Administration recommends approval of the attached resolution finding the proposed Pier District consistent with the Intown Redevelopment Plan as reflected in report IRP 17-1a based on preliminary plans submitted for review subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. City Council must approve the final design and budget for the Pier District.
CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE PIER DISTRICT (800 2ND AVENUE NORTHEAST) CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IRP 17-1A).

WHEREAS, the Community Redevelopment Agency of the City Council of the City of St. Petersburg has adopted the Intown Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas;

WHEREAS, the Community Redevelopment Agency has reviewed the plans for the new Pier District as described and reviewed in CRA Review Report No. IRP 17-1a; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the new Pier District consistent with the Intown Redevelopment Plan, with the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;

2. City Council must approve the final design and budget for the Pier.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT

City Attorney (designee)  

Dave Goodwin, Director  
Planning & Economic Development Department
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the purchase of high density mobile shelving from Patterson Pope, Inc. for the Police Department, at a total cost of $780,239.00 and approving a supplemental appropriation in the amount of $800,000 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Police Facility/EOC Project (12847) and providing an effective date.

Explanation: This purchase is being made under Florida State Contract 56121000-15-1. The vendor will furnish and install Spacesaver high-density storage units and mobile shelving for the new Police Headquarters. The system will provide secure storage of the property and evidence and weapons brought into the custody of the Police Department. The storage system will accommodate the current volume of evidentiary items and weapons, as well as provide additional storage space for anticipated future needs. The system is electrically powered to ensure safe access and retrieval of items of all sizes and weights with a maximum storage capacity of 250 pounds per carriage foot, while efficiently maximizing all available floor and vertical space. Installation of the storage system will be done by factory authorized professionals.

The Procurement Department, in cooperation with the Police Department, recommends an award utilizing Florida State Contract 56121000-15-1 to:

Patterson Pope, Inc. (Lake Mary, FL)..............................................$780,239.00

Patterson Pope, Inc. has met the specifications, terms and conditions of the State of Florida Invitation to Bid (ITB) No. 11-56121000-T, dated February 20, 2015. 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 contracts are awarded on the basis of a competitive process.

Cost/Funding/Assessment Information: Funds will be available after a supplemental appropriation in the amount of $800,000 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Police Facility/EOC project (12847) to provide the funding for the purchase of the high density shelving.

Attachments: Photos (4 pages)
Resolution

Approvers:

[Signatures]

Administrative

[Signature]

Budget
Each public safety storage challenge we solve is unique.

Public safety is a highly complex science. It's also one that shares a singularly critical element: storage. But the vast array of storage challenges for any aspect of public safety ends here. From law enforcement agencies and crime labs, to courthouses and correctional institutions, to fire departments and beyond, our storage systems—and the strategic thinking and planning that goes with them—are specifically designed to protect the integrity of evidence throughout the chain of custody, ensure weapons and gear are always ready and secure, speed access to case files and court records, and increase storage efficiency and security.
Storage Solution

Staff can be difficult to apprehend. Corps and Law Enforcement agencies have to
hand guns, supplies, evidence, property at
sworn duty to protect and serve. Patterson
before they start.

Storage Systems

- High Density Mobile Shelving
- File, Storage and Fire Hose Shelving
- Rotary Shelving
- Evidence Storage Lockers
- Personal Duty Lockers
- Runout Lockers
- Refrigerated and Drying Cabinets
- Weapons Rack
- Modular Case Work
- Vertical Carousel and Lifter
- Supply Storage Drawers & Cabinets

SPACE MADE SIMPLE

We do records and materials management better than
anyone else. And our secret is not a kind of shelf or
an intricate process: it's that we take the time to listen
and then use what we know to make our clients' lives
simple. Smart design, flawless execution and great
service. That's how we make space simple.

Contact Information:
Patterson Pope, Inc.
Tom Kelly 813-960-4830
tkelly@pattersonpope.com
www.pattersonpope.com
RESOLUTION NO. 2017-____

A RESOLUTION APPROVING THE AWARD OF AN AGREEMENT TO PATTERSON POPE, INC. FOR THE PURCHASE OF HIGH DENSITY MOBILE SHELVING FOR THE POLICE DEPARTMENT AT A TOTAL COST NOT TO EXCEED $780,239 UTILIZING FLORIDA STATE CONTRACT 56121000-15-1; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $800,000 FROM THE UNAPPROPRIATED BALANCE OF THE PUBLIC SAFETY CAPITAL IMPROVEMENT FUND (3025) TO THE POLICE FACILITY/EOC PROJECT (12847); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase high density storage units and mobile shelving for the new Police Headquarters facility which will provide electronic powered secure storage for property, evidence and weapons brought into Police Department custody and also additional storage space for future needs; and

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

WHEREAS, Patterson Pope, Inc. has met the specifications, terms and conditions of Florida State Contract 56121000-15-1; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of an agreement to Patterson Pope, Inc. for the purchase of high density mobile shelving for the Police Department at a total cost not to exceed $780,239 utilizing Florida State Contract 56121000-15-1 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.
BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Public Safety Capital Improvement Fund (3025):

**Public Safety Capital Improvement Fund (3025)**  
Police Facility/EOC Project (12847)  
$800,000

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)
00323658

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

Subject: Approving an amendment and an allocation increase to a five-year equipment assurance plan with Axon Enterprise, Inc. (formerly Taser International, Inc.), a sole source supplier, in the amount of $46,756.98, for a total contract amount of $435,530.88.

Explanation: On July 14, 2016 City Council approved a five-year agreement with Taser International Inc., for a Taser Assurance Plan (TAP) and extended warranty program, for non-lethal weapons (Tasers) for the Police Department. On April 5, 2017, Taser International Inc. legally adopted the alternate name of Axon Enterprise, Inc. to encompass not only Tasers, but also, body cameras, evidence software and military solutions. This is an amendment to the agreement for 20 additional Tasers and battery packs for year two, bringing the total units covered to 522 for years two, three, four and five.

Axon Enterprise, Inc. provides an extended warranty to repair and replace equipment determined to be defective under normal use and an extended warranty for equipment that fails to function for any reason not specifically included in the warranty. Replacement equipment will be new, or like new, and have the remaining extended warranty period of the original equipment, or 90 days from the date of the replacement, whichever is longer.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Sum</td>
<td>$388,773.90</td>
</tr>
<tr>
<td>Total Allocation Increase</td>
<td>$46,756.98</td>
</tr>
<tr>
<td>New Contract Sum</td>
<td>$435,530.88</td>
</tr>
</tbody>
</table>

The City will return all of the covered products to Axon Enterprise, Inc. after the final payment is made for the final year of the TAP term. Axon Enterprise, Inc. will upgrade those units, free of charge, with a new unit in the same weapon class.

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

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001) Police Department, Uniform Services Division (140-1461).

Attachments: Sole Source
             Amendment Summary
             Resolution

Approvals:  

Administrative

Budget
City of St. Petersburg

Sole Source Request
Procurement & Supply Management

Department: Police
Requisition No. TBD

Check One: X Sole Source Proprietary Specifications

Proposed Vendor: AXON (Formerly TASER)

Estimated Total Cost: $46,756.98

Description of Items (or Services) to be purchased:
- Tasers; Taser warranty; Taser cartridges; TPPM batteries; Assurance Plan

Purpose of Function of items:
TASERS are used by each officer and are a necessary piece of equipment. TASERs are an intermediate weapon that is considered a less lethal form of self defense.

Justification for Sole Source of Proprietary specification:
TASER International invented this equipment and is the sole manufacturer and retailer. TASER has recently changed their name to Axon Enterprise, Inc.

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.

M. D. McDonald
Department Director

[Signature]
Administration/Chief

Louis Moore, Director
Procurement & Supply Management

04/24/17
Date

4/24/17
Date

4/24/17
Date

Rev (1/11)
## Amendment Summary

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allocation Increase Year 1 2016</td>
<td>None Additional 20 Handles &amp; Battery Packs, TAP, 40 Cartridges, Shipping</td>
<td>0.00</td>
</tr>
<tr>
<td>Allocation Increase Year 2 2017</td>
<td>Taser Assurance Plan for additional 20 units. Total Qty. 522</td>
<td>33,644.58</td>
</tr>
<tr>
<td>Allocation Increase Year 3 2018</td>
<td>Taser Assurance Plan for additional 20 Units. Total Qty. 522</td>
<td>4,370.80</td>
</tr>
<tr>
<td>Allocation Increase Year 4 2019</td>
<td>Taser Assurance Plan for additional 20 units. Total Qty. 522</td>
<td>4,370.80</td>
</tr>
<tr>
<td>Allocation Increase Year 5 2020</td>
<td>Total Qty. 522</td>
<td>$4,370.80</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$46,756.98</strong></td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND AXON ENTERPRISE, INC. (FORMERLY KNOWN AS TASER INTERNATIONAL, INC.) DATED JULY 29, 2016 TO INCREASE THE CONTRACT AMOUNT TO $46,756.98 FOR THE PURCHASE OF 20 ADDITIONAL TASERS AND BATTERY PACKS FOR THE POLICE DEPARTMENT FOR A TOTAL CONTRACT PRICE NOT TO EXCEED $435,530.82; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Axon Enterprise, Inc. ("Axon") (formerly known as Taser International, Inc.) entered into a five-year agreement on July 28, 2016 ("Agreement") for Axon to provide a Taser Assurance Plan and extended warranty program for Tasers (non-lethal weapons) for the Police Department; and

WHEREAS, the City wishes to amend the agreement to increase the contract amount to $46,756.98 for the purchase of 20 additional Tasers and battery packs for the Police Department; and

WHEREAS, the Procurement & Supply Management Department recommends approval of the First Amendment to the Agreement with Axon.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the Agreement between the City of St. Petersburg, Florida, and Axon Enterprise, Inc. (formerly known as Taser International, Inc.) dated July 29, 2016 to increase the contract amount to $46,756.98 for the purchase of 20 additional Tasers and battery packs for the Police Department for a total contract price not to exceed $435,530.88 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment and all other necessary documents.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00323819
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Brenntag Mid-South, Inc. for sodium hydroxide (caustic soda) for the Water Resources Department, at an estimated annual cost of $150,000, for a total contract amount of $387,962.

Explanation: On May 21, 2015, City Council approved a one-year agreement for sodium hydroxide through September 30, 2016. The agreement has three one-year renewal options. On September 22, 2016, City Council approved the first renewal through September 30, 2017. This is the second renewal.

The vendor provides sodium hydroxide to the Cosme Water Treatment Plant and Southwest Water Reclamation Facility. This chemical is used in combination with calcium oxide (quicklime) to stabilize the disinfectant (chloramines) and safeguard the potable water. It is also used in conjunction with sodium hypochlorite to maintain the pH balance in the wet scrubbers used for odor control at the water reclamation facilities.

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

Brenntag Mid-South, Inc. (Henderson, KY) ................................................................. $150,000

| Original Agreement Amount | $107,962 |
| First Renewal             | 130,000  |
| Second Renewal            | 150,000  |
| New Agreement Amount      | $387,962 |

Brenntag Mid-South, Inc. has agreed to uphold the terms and conditions of Tampa Bay Water Contract No. 2016-006, dated September 23, 2015. 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 the date of approval through September 30, 2018.

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

Attachments: Bid Tabulation
              Price History
              Resolution

Approvals:

[Signatures]  Administrative

[Signature]  Budget
<table>
<thead>
<tr>
<th>CONTRACT TITLE:</th>
<th>SODIUM HYDROXIDE SUPPLY SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER:</td>
<td>2016-006</td>
</tr>
<tr>
<td>PROJECT MANAGER:</td>
<td>MANDI RICE</td>
</tr>
<tr>
<td>PROPOSAL DATE:</td>
<td>WEDNESDAY, SEPTEMBER 23, 2015, 11:00 A.M.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BASE BID</th>
<th>RANKING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Universal Corporation</td>
<td>$3,663,270</td>
<td>2</td>
</tr>
<tr>
<td>Brenntag Mid-South, Inc.</td>
<td>$3,444,381.97</td>
<td>1</td>
</tr>
<tr>
<td>Univar USA, Inc.</td>
<td>$4,442,188.80</td>
<td>3</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>1.</td>
<td>Sodium Hydroxide, 50% solution, dry ton</td>
<td>$387.00</td>
</tr>
<tr>
<td>2.</td>
<td>Sodium Hydroxide, 50% solution, gallon</td>
<td>$2.20</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE SECOND ONE-YEAR RENEWAL OPTION TO THE AGREEMENT (BLANKET AGREEMENT) WITH BRENNTAG MID-SOUTH, INC. FOR SODIUM HYDROXIDE (CAUSTIC SODA) FOR THE WATER RESOURCES DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $150,000 FOR A TOTAL CONTRACT AMOUNT TO DATE OF $387,962; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2015, City Council approved the award of a one-year Agreement with three one-year renewal options to Brenntag Mid-South, Inc. to provide sodium hydroxide (caustic soda) for the Water Resources Department pursuant to Tampa Bay Water Contract No. 2016-006, dated September 30, 2018; and

WHEREAS, on September 22, 2016, City Council approved the first renewal option of the Agreement; and

WHEREAS, the City desires to exercise the second renewal option of the Agreement; and

WHEREAS, Brenntag Mid-South Safety Products, Inc. has agreed to uphold the terms and conditions of Tampa Bay Water Contract No. 2016-006; and

WHEREAS, the Procurement Department recommends approval of this renewal.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the second one-year renewal option to the Agreement (Blanket Agreement) with Brenntag Mid-South, Inc. for sodium hydroxide (caustic soda) for the Water Resources Department at an estimated annual cost not to exceed $150,000 for a total contract amount to date of $387,962 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.

Legal:

[Signature]

City Attorney (Designee)

00323521
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Recycling Services of Florida, Inc. for the sale of recyclable material, at an estimated annual revenue of $267,663.

Explanation: On May 15, 2014 City Council approved a two-year agreement for the sale of recyclable material. The agreement has three one-year renewal options. On May 19, 2016, City Council approved the first annual renewal. This is the second renewal.

The vendor purchases post-consumer waste, including corrugated cardboard, mixed paper, mixed containers, and sorted glass. The materials are collected by the Sanitation Department from multiple drop-off recycling locations (see attachment) and transported to the vendor for processing. Actual sale prices are based on the percentage of the daily published Secondary Materials Pricing (SMP) price at the time of sale for mixed containers and sorted glass, and on the first business day of the month, for cardboard and mixed paper.

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

Recycling Services of Florida, Inc. (Clearwater) .............................................. $267,663

Recycling Services of Florida, Inc. has agreed to uphold the terms and conditions of IFB No. 7558B, dated March 17, 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 contract. The renewal will be effective from the date of approval through May 31, 2018.

Cost/Funding/Assessment Information: Upon receipt, revenues will be deposited into the Sanitation Operating Fund (4021), Sanitation Department (450).

Attachments: Bid Tabulation
             Price History
             Recycling Drop off Locations (2 pages)
             Resolution

Approvals:

_________________
Administrative

_________________
Budget
# City of St. Petersburg

## Bid Tabulation

Procurement and Supply Management

### Progressive Waste Solutions of Florida, Inc.

- **Clearwater, FL**
- **Terms**: Net 30
- **Delivery**: 1 Day

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Annual Qty</th>
<th>Current Index Price as of April 3, 2014</th>
<th>Contractor's Unit Price Paid to City</th>
<th>Total Paid to City (Est Qty x Unit Price Paid to City)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sale of Recycled Cardboard (OCC)</td>
<td>1,417 Tons</td>
<td>$132.50</td>
<td>$107.50</td>
<td>$152,327.50</td>
</tr>
<tr>
<td>2</td>
<td>Sale of Mixed Paper (MP)</td>
<td>740 Tons</td>
<td>$52.50</td>
<td>$27.50</td>
<td>$20,350.00</td>
</tr>
<tr>
<td>3</td>
<td>Sale of Mixed Containers (MC)</td>
<td>412 Tons</td>
<td>$80.00</td>
<td>$10.00</td>
<td>$4,120.00</td>
</tr>
<tr>
<td>4</td>
<td>Sale of Sorted Glass</td>
<td>406 Tons</td>
<td>($10.00)</td>
<td>NB</td>
<td>NB</td>
</tr>
</tbody>
</table>

**SubTotal:** $176,797.50

**SBE Discount:** 0%

**Total:** $176,797.50

---

### Recycling Services of Florida, Inc.

- **Clearwater, FL**
- **Terms**: Net 30
- **Delivery**: 1 Day

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Current Index Price as of April 3, 2014</th>
<th>Contractor's Unit Price Paid to City</th>
<th>Total Paid to City (Est Qty x Unit Price Paid to City)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sale of Recycled Cardboard (OCC)</td>
<td>$125.00</td>
<td>$112.00</td>
<td>$150,768.00</td>
</tr>
<tr>
<td>2</td>
<td>Sale of Mixed Paper (MP)</td>
<td>$55.00</td>
<td>$36.00</td>
<td>$26,640.00</td>
</tr>
<tr>
<td>3</td>
<td>Sale of Mixed Containers (MC)</td>
<td>$2.00</td>
<td>$524.00</td>
<td>$384.59</td>
</tr>
<tr>
<td>4</td>
<td>Sale of Sorted Glass</td>
<td>($24.75)</td>
<td>NB</td>
<td>NB</td>
</tr>
</tbody>
</table>

**Total Paid to City (Est Qty x Unit Price Paid to City):** $168,184.30

**Other payments/discounts:** 0%

---

### Waste Management Recycle America, LLC

- **Houston, TX**
- **Terms**: Net 30
- **Delivery**: 1 Day

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Current Index Price as of April 3, 2014</th>
<th>Contractor's Unit Price Paid to City</th>
<th>Total Paid to City (Est Qty x Unit Price Paid to City)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sale of Recycled Cardboard (OCC)</td>
<td>$125.00</td>
<td>$70.00</td>
<td>$99,190.00</td>
</tr>
<tr>
<td>2</td>
<td>Sale of Mixed Paper (MP)</td>
<td>$55.00</td>
<td>$5.00</td>
<td>$3,700.00</td>
</tr>
<tr>
<td>3</td>
<td>Sale of Mixed Containers (MC)</td>
<td>$384.59</td>
<td>$44.94</td>
<td>$18,515.28</td>
</tr>
<tr>
<td>4</td>
<td>Sale of Sorted Glass</td>
<td>NB</td>
<td>NB</td>
<td>NB</td>
</tr>
</tbody>
</table>

**Total Paid to City (Est Qty x Unit Price Paid to City):** $121,405.28

**Other payments/discounts:** 0%

---

*Moisture deduction on all OCC (5%)*
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Index</th>
<th>Unit of Measure</th>
<th>Apr. 2016</th>
<th>Apr. 2017</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sale of Recycled Cardboard (OCC)</td>
<td>Southeast</td>
<td>Tons $</td>
<td>67.00</td>
<td>171.99</td>
<td>257%</td>
</tr>
<tr>
<td>2</td>
<td>Sale of Mixed Paper (MP)</td>
<td>Southeast</td>
<td>Tons $</td>
<td>36.00</td>
<td>66.00</td>
<td>183%</td>
</tr>
<tr>
<td>3</td>
<td>Sale of Mixed Containers (MC)</td>
<td>Atlanta / Southeast</td>
<td>Tons $(3.00)</td>
<td>(3.00)</td>
<td>(3.00)</td>
<td>0%</td>
</tr>
<tr>
<td>4</td>
<td>Sale of Sorted Glass</td>
<td>Atlanta / Southeast</td>
<td>Tons $(24.75)</td>
<td>(24.75)</td>
<td>(24.75)</td>
<td>0%</td>
</tr>
</tbody>
</table>

Unit Price for Recyclable Materials Delivered by Sanitation to Vendor's collection facility (pricing for these commodities fluctuates greatly and changes monthly):
St. Petersburg Recycling

RESIDENTIAL RECYCLING
- aluminum cans
- cardboard
- cartons
- glass (all colors)

Please no plastic or garbage bags in recycling containers.

DROP-OFF RECYCLING (map)
- Recycling & Brush Site, 1000 62nd Ave. N.E.
- Recycling & Brush Site, 7750 26th Ave. N.
- Recycling & Brush Site, 2453 20th Ave. N.
- Recycling & Brush Site, 2500 26th Ave. S.
- Recycling & Brush Site, 4015 Dr. MLK Jr. St. S.

DROP-OFF RECYCLING continued (map)
- Crescent Lake, 1320 5th St. N. (closes at sunset)
- Pinellas Bayway, 3802 54th Ave. S.
- Winn Dixie (beside store), 6095 9th Ave. N.

- Clearview United Methodist, 4515 38th Ave. N.
- Grace Lutheran Church, 4301 16th St. N.
- Municipal Marina, 300 2nd Ave. S.E.

- aluminum cans
- cardboard
- cartons
- glass (all colors)

CONTINUED ON REVERSE SIDE
St. Petersburg Recycling

RECYCLING GUIDELINES

No plastic bags please!

**Aluminum Cans** – Empty aluminum cans used for drinks or food. Rinse and crush if possible.

**Appliances/Mixed Metal** – Appliances or scrap metal.

**Cardboard** – Clean, empty, dry corrugated (3-layer) cardboard boxes or packaging. Please flatten boxes. Pizza boxes okay if no food or grease. If the bottom is greasy, tear it off and recycle the clean lid only.

**Cartons** – Clean, empty, no straws.

**Glass** – Empty glass bottles or jars (all colors). Labels okay. No caps or lids.

**Mixed Paper** – Any clean, dry paper item that tears, such as white or colored paper, shredded paper, office paper, magazines, catalogs, phone books, junk mail, envelopes, wrapping paper, or paperboard items such as cereal boxes. No paper towels or tissues.

**Newspapers** – Clean and dry newspapers (including inserts). No string or twine. It’s okay to put the newspapers inside a paper bag.

**Phone Books** – Recycle with mixed paper. Remove plastic wrap, bag, or magnets.

**Plastics #1-7** – Plastic bottles or containers marked with a recycling triangle and a number. Must be empty. Examples: soda bottle, milk jug, shampoo bottle, yogurt cup, margarine tub or deli container. Rinse and crush if possible. Labels okay. Caps okay but remove the cap from the bottle so that liquids dry out. Place the cap and the bottle in the bin. No plastic or garbage bags, Styrofoam or items without a recycling triangle.

**Steel (Tin) Cans** – Empty steel cans used for food such as soup or vegetable cans. Labels and lids okay. No aerosol cans or paint cans. Rinse if possible.

**Yard Waste** – Loose brush (no plastic or garbage bags,) can be dropped off at any of the five Recycling & Brush Site drop off sites listed. Show proof of residency such as a water bill. Logs cannot exceed 5 feet in length or weigh over 300 pounds.

**FREE MULCH PICK-UP** (map)

Pinellas County Solid Waste Facility
114th Ave. and 28th St. Bulk quantities of mulch available with free loading.
Open Mon. to Fri. 6 a.m. to 6 p.m., Sat. 7 a.m. to 5 p.m. Call (727) 464-7500.

St. Petersburg Recycling & Brush Sites are open Mon. to Fri. 9 a.m to 5:30 p.m, Sat. to Sun. 8 a.m. to 5:30 p.m. Phone (727) 893-7398.
www.stpete.org/brushsites

Delivery available in city (fee):
11 Recycling & Brush Site, 1000 62nd Ave. N.E.
22 Recycling & Brush Site, 7750 26th Ave. N.
23 Recycling & Brush Site, 2453 20th Ave. N.
24 Recycling & Brush Site, 2500 26th Ave. S.
25 Recycling & Brush Site, 4015 Dr. MLK Jr. St. S.

**YARD WASTE RECYCLING**

Bring loose brush (no plastic or garbage bags) to any of the five Recycling & Brush sites listed above. Logs cannot exceed 5 feet in length or weigh over 300 pounds. Show proof of residency such as a utility bill. www.stpete.org/brushsites

**RECYCLER**
City of St. Petersburg

**MUNICIPAL CONTACT**
City of St. Petersburg Sanitation Department/Residential Recycling, 893-7838
recycling@stpete.org
www.stpete.org/recycle

Click here to find out how to recycle MORE!
WHEREAS, on May 15, 2014, City Council approved the award of a one-year Agreement (Blanket Agreement) with three one-year renewal options for the sale of recyclable materials for the Sanitation Department pursuant to IFB No. 7558B, dated March 17, 2014; and

WHEREAS, on May 19, 2016, City Council approved the first renewal option of the Agreement; and

WHEREAS, the City desires to exercise the second renewal option of the Agreement; and

WHEREAS, Recycling Services of Florida, Inc. has agreed to uphold the terms and conditions of IFB No. 7558B; and

WHEREAS, the Procurement Department in cooperation with the Sanitation Department recommends approval of this renewal.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the second one-year renewal option to the Agreement (Blanket Agreement) with Recycling Services of Florida, Inc. for the sale of recyclable materials for the Sanitation Department at an estimated annual revenue of $267,663 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.

Legal:

City Attorney (Designee)

00323492
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting the bid from Coastal Marine Construction Incorporated for the Bridge Repair – FY17 project, in the amount of $137,773 (Engineering Project No.17006-110; Oracle No.15627); and providing an effective date.

Explanation: The Procurement Department received seven bids for the Bridge Repair FY17 Project. The bids were opened on April 25, 2017, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coastal Marine Construction, Inc. (Venice, FL)</td>
<td>$137,773.00</td>
</tr>
<tr>
<td>Olympus Painting Contractors, Inc. (Tarpon Springs, FL)</td>
<td>$151,975.00</td>
</tr>
<tr>
<td>Bridge Masters Construction, LLC (Tarpon Springs, FL)</td>
<td>$160,185.00</td>
</tr>
<tr>
<td>GDB US Construction, Inc. (Parrish, FL)</td>
<td>$170,814.00</td>
</tr>
<tr>
<td>M &amp; J Construction Co. of Pinellas County, Inc. (Tarpon Springs, FL)</td>
<td>$208,000.00</td>
</tr>
<tr>
<td>Southern Road &amp; Bridge, LLC (Tarpon Springs, FL)</td>
<td>$441,450.00</td>
</tr>
<tr>
<td>Kiewit Infrastructure South Co. (Sunrise, FL)</td>
<td>$475,869.00</td>
</tr>
</tbody>
</table>

The Contractor will furnish all labor, materials, tools, equipment and services necessary to repair Bridge No. 157154 located at 40th Avenue Northeast, between 12th Street Northeast and 13th Way Northeast, above Placido Bayou. The work consists of traffic control and concrete repair of 225 cubic feet of concrete spalls under the bridge.

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

Coastal Marine Construction Incorporated (Venice, FL)..........................$137,773.00

Coastal Marine Construction Incorporated, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6459, dated March 24, 2017. They have done work for the City of Tampa and the Florida Department of Transportation in the past and have performed satisfactorily.

Principalsof Coastal Marine Construction Incorporated are, Donald G. Logan, president, and Larry E. Norris, vice president.

The contractor will begin work approximately ten (10) calendar days from written notice to proceed and is scheduled to complete the work within eighty-five (85) consecutive calendar days thereafter.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Neighborhood and Citywide Infrastructure Capital Improvement Fund (3027) Bridge Repair- FY 17 Project (15627).

Attachments: Bid Tabulation (2 pages)
Resolution

Approvals:

[Signature] Administrative

[Signature] Budget
## Bridge Repair - FY17

**Bid Tabulation**

**Bid No.:** 6459  
**Project No.:** 17006-110  
**Bid Date:** April 25, 2017

<table>
<thead>
<tr>
<th></th>
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</thead>
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<td>1</td>
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<td>Totals</td>
<td>$39,570.00</td>
<td>$20,000.00</td>
<td>$10,000.00</td>
<td>$3,000.00</td>
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<tr>
<td>2</td>
<td></td>
<td></td>
<td>$137,773.86</td>
<td>$151,975.00</td>
<td>$160,185.00</td>
<td>$170,814.00</td>
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<tr>
<td></td>
<td></td>
<td><strong>SUBTOTAL General</strong></td>
<td><strong>$40,000.00</strong></td>
<td><strong>$20,000.00</strong></td>
<td><strong>$10,000.00</strong></td>
<td><strong>$30,000.00</strong></td>
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<tr>
<td></td>
<td></td>
<td><strong>SUBTOTAL Structural Repair</strong></td>
<td><strong>$90,000.00</strong></td>
<td><strong>$45,000.00</strong></td>
<td><strong>$45,000.00</strong></td>
<td><strong>$90,000.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SUBTOTAL Miscellaneous</strong></td>
<td><strong>$15,000.00</strong></td>
<td><strong>$15,000.00</strong></td>
<td><strong>$15,000.00</strong></td>
<td><strong>$15,000.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SUBTOTAL Combined Bids</strong></td>
<td><strong>$167,557.86</strong></td>
<td><strong>$162,975.00</strong></td>
<td><strong>$180,185.00</strong></td>
<td><strong>$190,814.00</strong></td>
</tr>
</tbody>
</table>

**Bidding Tabulation Summary**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUBTOTAL General</strong></td>
<td>$39,570.00</td>
<td>$20,000.00</td>
<td>$10,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL Structural Repair</strong></td>
<td>$137,773.86</td>
<td>$151,975.00</td>
<td>$160,185.00</td>
<td>$170,814.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL Miscellaneous</strong></td>
<td>$40,000.00</td>
<td>$20,000.00</td>
<td>$10,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL Combined Bids</strong></td>
<td>$167,557.86</td>
<td>$162,975.00</td>
<td>$180,185.00</td>
<td>$190,814.00</td>
</tr>
<tr>
<td><strong>2% HC Net 30 Discount</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$167,557.86</td>
<td>$162,975.00</td>
<td>$180,185.00</td>
<td>$190,814.00</td>
</tr>
</tbody>
</table>

---

**Project Manager:** Ziba Mohammadi, P.E.  
**Date:** 5/4/17

**Transportation & Structures Design Manager:** Thomas B. Gibson, P.E.  
**Date:** 5/4/17

**Engineering & Capital Improvements Director:** Brian Reznyan, P.E., E.D.P.  
**Date:** 5/4/17
## Bridge Repair - FY17

**Engineering & Capital Improvements Department, City of St. Petersburg, Florida**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>MilJ Construction Co. of Pinellas County, Inc.</th>
<th>Southern Road &amp; Bridge, LLC</th>
<th>Naweit Infrastructure South Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>9/9 S. Suffolk Ave, Tarpon Springs, FL 33689</td>
<td>7140 Wesley Ave, Tarpon Springs, FL 33689</td>
<td>1880 Congress Corporate Parkway, #300 Sarasota, FL 33233</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ 208,000.00</td>
<td>$ 241,450.00</td>
<td>$ 475,860.00</td>
</tr>
</tbody>
</table>

**Total**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Surplus 5% bond:**

<table>
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<tr>
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</thead>
<tbody>
<tr>
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### GENERAL

<table>
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<tr>
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<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td>D-1.1</td>
<td>Mobilization</td>
<td>1</td>
<td>$ 30,000.00</td>
<td>$ 30,000.00</td>
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<tr>
<td>D-2.1</td>
<td>Traffic Control</td>
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<td>$ 10,000.00</td>
<td>$ 10,000.00</td>
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<tr>
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<td><strong>SUBTOTAL General</strong></td>
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</table>

### STRUCTURAL REPAIR

<table>
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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1.1</td>
<td>FDOT Item no. 0410 7. Acid Stucco Repair</td>
<td>225</td>
<td>$ 650.00</td>
<td>$ 146,250.00</td>
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<tr>
<td>D-1.6</td>
<td>FDOT Item no. 0410 14 and 0410 15- Reinforcing steel- Structure etc Secondary Structure</td>
<td>1200</td>
<td>$ 5.00</td>
<td>$ 6,000.00</td>
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<tr>
<td></td>
<td><strong>SUBTOTAL Structural Repair</strong></td>
<td></td>
<td>$ 153,000.00</td>
<td>$ 153,000.00</td>
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### MISCELLANEOUS

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<td><strong>SUBTOTAL Miscellaneous</strong></td>
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<td>$ 153,000.00</td>
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### BID TABULATION SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>SUBTOTAL General</td>
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<td>$ 97,500.00</td>
<td>$ 97,500.00</td>
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<tr>
<td>SUBTOTAL Structural Repair</td>
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<td>$ 153,000.00</td>
<td>$ 153,000.00</td>
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<tr>
<td>SUBTOTAL Miscellaneous</td>
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<td>$ 475,860.00</td>
<td>$ 475,860.00</td>
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<tr>
<td>2%10% Net 10 Discount</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>GRAND TOTAL</td>
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<td>$ 241,450.00</td>
<td>$ 241,450.00</td>
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</tbody>
</table>
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO COASTAL MARINE CONSTRUCTION INCORPORATED FOR THE BRIDGE REPAIR - FY17 PROJECT FOR THE ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT AT A TOTAL COST NOT TO EXCEED $137,773; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received seven (7) bids for the Bridge Repair – FY17 Project (Bridge No. 157154) located at 40th Avenue Northeast, between 12th Street Northeast and 13th Way Northeast, above Placido Bayou for the Engineering & Capital Improvements Department pursuant to Bid No. 6459 dated March 24, 2017; and

WHEREAS, Coastal Marine Construction Incorporated has met the specifications, terms and conditions of Bid No. 6459; and

WHEREAS, the Procurement Department, in cooperation with the Engineering & 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 bid is accepted and the award of an agreement to Coastal Marine Construction Incorporated for the Bridge Repair - FY17 Project for the Engineering & Capital Improvements Department at a total cost not to exceed $137,773 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.

Legal:

City Attorney (designee)

00323489
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Awarding additional blanket purchase agreements for protective body armor vests to St. Pete Police Supply, LLC and Dana Safety Supply, Inc. for the Police Department.


St. Pete Police Supply, LLC and Dana Safety Supply, Inc. are the authorized distributors for GH Armor Systems Inc. and Central Lake Armor Express, Inc., dba Armor Express brand body armor. Additional awards are recommended to provide access to State contract pricing for these brands and to provide the broadest variety possible to ensure proper fit. Amounts paid to the resulting six awardees shall not exceed the original combined award amount of $125,000.

The suppliers schedule fittings, then furnish and deliver body armor vests for the Police Department. Pursuant to the additional awards, Police may select from six manufacturers distributed by the suppliers: Point Blank Enterprises Inc., Safariland, Survival Armor, and KDH Defense Systems; as well as GH Armor Systems, and Armor Express.

The Police Department is on a four-year replacement cycle for body armor. All sworn officers and new hires are provided new body armor vests. Each year, body armor for approximately 150 officers, or one-quarter of the department, is replaced. In FY17, the City's reimbursement cost for body armor vests is $750 per vest.

The Procurement Department, recommends for award, utilizing the State of Florida Alternate Contract Source No. 46151504-NASPO-17-ACS:

St. Pete Police Supply, LLC (St. Petersburg, FL)
Dana Safety Supply, Inc. (Tampa, FL)

These suppliers have met the terms and conditions of the State of Florida Contract No. 46151504-NASPO-17-ACS. 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. Blanket purchase agreements will be issued to each supplier and will be binding only for the actual quantities ordered. The contracts will be effective from the date of award through March 15, 2018, with three one-year renewal options.

Cost/Funding/Assessment Information: Funds are available in the General Fund (0001), Police Department (140).

Attachments: State Contract Matrix of Manufacturers and Suppliers
Resolution

Approvals:

[Signatures]
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>SRT Supply Inc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Red The Uniform Tailor</td>
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<tr>
<td>Signal 15 Inc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Law Enforcement Supply Co Inc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>St. Pete Police Supply</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Dana Safety Supply Inc., Tampa</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
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</table>
A RESOLUTION ACCEPTING THE BIDS AND APPROVING THE AWARD OF AGREEMENTS (BLANKET AGREEMENTS) TO ST. PETE POLICE SUPPLY, LLC AND DANA SAFETY SUPPLY, INC. FOR PROTECTIVE BODY ARMOR VESTS ("VESTS"), INCREASING THE NUMBER OF AUTHORIZED VENDORS FOR VESTS FROM FOUR (4) TO SIX (6) FOR THE POLICE DEPARTMENT FOR A TOTAL NOT TO EXCEED AWARD AMOUNT FOR THE SIX (6) VENDORS OF $125,000; UTILIZING FLORIDA CONTRACT NO. 46151504; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to increase the number of authorized vendors of protective body armor vests for the Police Department from four (4) to six (6) which will provide a broader variety of vests to ensure proper fit; and

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

WHEREAS, St. Pete Police Supply, LLC and Dana Safety Supply, Inc. have met the specifications, terms and conditions of Florida Contract No. 46151504; and

WHEREAS, the Procurement Department recommends approval of these awards.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bids are hereby accepted and the award of agreements (blanket agreements) to St. Pete Police Supply, LLC and Dana Safety Supply, Inc. for protective body armor vests ("Vests"), increasing the number of authorized vendors for Vests from four (4) to six (6) for the Police Department for a total not to exceed award amount for the six (6) vendors of $125,000; utilizing Florida Contract No. 46151504 are hereby approved and the Mayor or his 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)

00323648
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a bid from Bob Carroll Building Contractor, Inc. for roof repairs at the Sunshine Center Complex in the amount of $75,343. (Engineering Project No.16202-019, Oracle Project No.15096); and providing an effective date.

Explanation: The Procurement Department received one bid for reroofing improvements at the Sunshine Center Complex. The bid was opened on April 6, 2017, as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Carroll Building Contractor, Inc. (Port Richey, FL)</td>
<td>$75,343.00</td>
</tr>
</tbody>
</table>

The contractor will provide all labor, material, and equipment necessary to perform shingle roof replacement at the Sunshine Center main building and the two adjacent buildings. The main building is approximately 4,000 square feet. The south building is approximately 6,000 square feet, and the north building is approximately 2,100 SF. The work includes: mobilization, removal of all existing shingles and related flashings and fasteners; replacement of all deteriorated roof deck components with new, to match existing components; installation of new shingle roof system and sheet metal as specified, installation of new 6" K style aluminum gutters and 3' x 4" downspouts in existing locations and courtyard walkways, with all drip edge, new stainless steel screws with neoprene washers according to specifications. All other work and the allowance for unforeseen conditions (as needed), and all other incidentals will be completed as required and directed by the roofing consultant to complete the work.

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

Bob Carroll Building Contractor, Inc. ........................................ $75,343.00

Bob Carroll Building Contractor, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6424, dated April 6th, 2017. They have done work for the City of St. Petersburg in the past and have performed satisfactorily.

The principal of Bob Carroll Builders is Robert A. Carroll, president.

The contractor will begin work approximately ten (10) calendar days from written notice to proceed and is scheduled to complete the work within sixty (60) consecutive calendar days thereafter.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sunshine Center Reroofing Project (15096) and City Facility Roofing/Waterproofing FY16 Project (15115).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
# BID TABULATION

**Sunshine Center Complex - Reroofing Improvements**

Engineering & Capital Improvements Department, City of St. Petersburg, Florida

## BID TABULATION SUMMARY

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization, Bonds, Insurance, and incidentals. Gutter Removal and All Other Work not Specifically Referenced Below.</td>
<td>1</td>
<td>LS</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>2</td>
<td>Base Bid Phase One Work - All labor, materials, and equipment needed to perform the Shingle roof replacement of approximately 4000 SF over the main building of the Sunshine Center which includes the auditorium roof.</td>
<td>1</td>
<td>LS</td>
<td>$26,962.00</td>
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<tr>
<td>3</td>
<td>Allowance for Permit Costs</td>
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<td>LS</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Allowance for Unforeseen Conditions</td>
<td>1</td>
<td>LS</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>BASE BID</strong></td>
<td></td>
<td></td>
<td><strong>$40,462.00</strong></td>
</tr>
<tr>
<td>5</td>
<td>Additive Alternate #1 - South Wing - All labor, materials, and equipment needed to perform the Shingle roof replacement of approximately 6000 SF over the south wing addition of the complex.</td>
<td>1</td>
<td>LS</td>
<td>$23,852.00</td>
</tr>
<tr>
<td>6</td>
<td>Additive Alternate #2 - North Wing - All labor, materials, and equipment needed to perform the Shingle roof replacement of approximately 2100 SF over the north wing addition of the complex and includes the work related to roof mounted solar system.</td>
<td>1</td>
<td>LS</td>
<td>$11,229.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>ADDITIVE ALTERNATE #1</strong></td>
<td></td>
<td></td>
<td><strong>$35,081.00</strong></td>
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<tr>
<td>7</td>
<td><strong>ADDITIVE ALTERNATE #2</strong></td>
<td></td>
<td></td>
<td><strong>$11,229.00</strong></td>
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<td><strong>SUBTOTAL:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$76,340.00</strong></td>
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</table>

**Bid No.:** 6424  
**Project No.:** 16202-019  
**Bid Date:** April 6, 2017

---

**Surety-5% bond**

Project Manager: Steven Ochsner  
City Architect: Raul Quintana, AIA

---

Bob Carroll Building Contractor, Inc.  
6536 Formal Ave.  
Port Richey, FL 34668

---

City Architect

---

Bidding Freeman, P.E., FIAW, SP
Engineering & Capital Improvements Director
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO BOB CARROLL BUILDING CONTRACTOR, INC. FOR ROOF REPAIRS AT THE SUNSHINE CENTER COMPLEX AT A TOTAL COST NOT TO EXCEED $75,343; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received one (1) bid for roof repairs at the Sunshine Center Complex pursuant to Bid No. 6424 dated April 6, 2017; and

WHEREAS, Bob Carroll Building Contractor, Inc. has met the specifications, terms and conditions of Bid No. 6424; and

WHEREAS, the Procurement Department, in cooperation with the Engineering & 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 bid is accepted and the award of an agreement to Bob Carroll Building Contractor, Inc. for roof repairs at the Sunshine Center Complex at a total cost not to exceed $75,343 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.

Legal:

City Attorney (designee)

00323490
To: The Honorable Darden Rice, Chair, and Members of City Council


Explanation: On March 9, 2017, the City issued a Request for Qualifications, RFQ 6416, for Consulting Services for Municipal Marina and Port Projects. On April 4, 2017, the City received six Statements of Qualifications (SOQs) from the following firms:

1. Applied Technology and Management, Inc.
2. Bermello, Ajamil & Partners, Inc.
4. Master Consulting Engineers, Inc.
5. Moffatt & Nichol, Inc.

Evaluations of the proposals were conducted by the following staff:

- Brejesh Prayman, Director, Engineering & Capital Improvements
- Clay Smith, Director, Downtown Enterprise Facilities
- Thomas Gibson, Engineering Design Manager
- Richard Herrmann, Senior Professional Engineer
- Walter Miller, Marina and Port Manager

Four firms were invited to make oral presentations before the evaluation committee. The firms were:

1. Applied Technology and Management, Inc.
2. Bermello, Ajamil & Partners, Inc.
4. Moffatt & Nichol, Inc.

On April 20, 2017, the evaluation committee considered the oral presentations and interviewed the four firms. The firms were ranked first through fourth with the top three ranked firms recommended for award. Multiple awards are recommended to ensure availability and capacity, as well as access to the specific skillset of each of the firms.

The consultants' will provide all labor, materials, and equipment to provide professional architectural and engineering services on a continuing basis for Municipal Marina and Port Projects.

The consultants' services under this agreement will be described in task orders. Each task order, after City Council approval and execution, shall become a supplement to, and a part of, the agreement. The initial term of this agreement shall commence on the execution date and remain in effect for one year. The agreement shall automatically renew for successful one (1) year periods unless either party sends the other a notice of non-renewal at least 30 days prior to the expiration of the current term.
The Procurement Department, in cooperation with the Engineering & Capital Improvements Department, recommends award to:

1. Applied Technology and Management, Inc.
2. Landon, Moree & Associates, Inc.
3. Moffatt & Nichol, Inc.

Applied Technology and Management Inc. is headquartered in Jacksonville Beach, Florida, employs over 50 people, and has been in business since 1984. Landon, Moree & Associates, Inc. is headquartered in Palm Harbor, Florida, employs over 20 people, and has been in business since 1985. Moffatt & Nichol, Inc. is headquartered in Long Beach, California, employs over 500 people, and has been in business since 1945. They have all provided these services satisfactorily in the past.

Cost/Funding/Assessment Information: Funds have been previously appropriated in projects and programs, and user agencies, or will be appropriated at the time a task order is approved by City Council.

Attachments: Technical Evaluation (4 pages)
Meeting Minutes (2 pages)
Resolution

Approvals:

[Signatures]
Technical Evaluation
918-42 Consulting Services for Municipal Marina and Port Projects

Summary Work Statement
The City received six Statements of Qualifications (SOQs) for RFQ 6416 Consulting Services for Municipal Marina and Port Projects. The successful firms will provide professional architectural and engineering services for the Municipal Marina and Port Projects. The six qualification statements were received from:

1. Applied Technology & Management, Inc.
2. Bermello, Ajamil & Partners, Inc.
4. Master Consulting Engineers, Inc.
5. Moffatt & Nichol, Inc.

Evaluation Committee
Evaluations of the six qualification statements were conducted by:

Brijesh Prayman, Director, Engineering & Capital Improvements
Clay Smith, Director, Downtown Enterprise Facilities
Thomas Gibson, Engineering Design Manager, Engineering & Capital Improvements
Richard Harmann, Senior Professional Engineer, Engineering & Capital Improvements
Walter Miller, Marina and Port Manager

Evaluation Criteria
The SOQs were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Relevant project examples
- Small, minority, women and disadvantaged business enterprise

Offerors' Profiles
Below is a profile of each firm and a summary of the strengths and weaknesses of each as reported after the initial independent review.

Applied Technology & Management, Inc. maintains its company headquarters in Gainesville, Florida, with a St. Petersburg office having approximately 65 employees designated to serve the City. The firm was founded in Florida in 1984.

Strengths include: Extensive combined experience, education and training across all disciplines of the RFC; an office in St. Petersburg that has above average CADD capabilities; provided a sub-consultant that is Minority/Women Business Enterprise (M/WBE) Certified; and they have previously participated in Marina and Port-related projects.
Weaknesses include: Limited permitting experience; they are not a City-certified Small Business Enterprise and none of their sub-consultants are SBE certified; they are not providing structural engineering services; and their quality assurance/quality control representative is not a professional engineer.

The proposal exceeded the City’s requirements.

Bermello, Ajamil & Partners, Inc. maintains its company headquarters in Miami, Florida, having approximately 104 employees designated to serve the City. The firm was founded in Florida in 1939.

Strengths include: A team with extensive experience and knowledge; provided 11 sub-consultants with three being Small Business Enterprise (SBE) Certified with the City of St. Petersburg; they provided a sub-consultant that is Minority/Women Business Enterprise (MWBE) Certified; and they provided multiple previous satisfactory work experience with small and large marine and port projects.

Weaknesses include: No office in the local area; their project manager is located in Miami; they have no recent work experience with the City and past experience was limited to pier planning/design; and they provided no mention of investigation into the City’s Marina CIP plans.

The proposal meets the City’s requirements.

Landon, Moree & Associates, Inc. maintains its company headquarters in Palm Harbor, Florida, having approximately eight employees designated to serve the City. The firm was founded in Florida in 1985.

Strengths include: An experienced local team with excellent experience with multiple City of St. Petersburg projects; they are City-certified Small Business Enterprise (SBE) certified; a strong understanding of local projects; and they provided multiple sub-consultants who have experience with past and present City projects.

Weaknesses include: They provided a brief, minimally detailed response in their Statement of Qualifications; sub-consultants are not SBE/MWBE/MBE certified; prime consultant does not have a structural engineer on staff, however, their sub-consultant meets this requirement; and they provided no mention of investigation into the City’s Marina CIP plans.

The proposal meets the City’s requirements.

Master Consulting Engineers, Inc. maintains its company headquarters in Tampa, having approximately 22 employees designated to serve the City. The firm was founded in Florida in 1999.

Strengths include: A local firm with structural engineers on staff with extensive experience; they are a State of Florida Minority/Women/Veteran Business Enterprise; they provided multiple sub-consultants who are Minority/Disadvantaged/Small Business Enterprise Certified; they provided an organized and easy-to-understand Statement of Qualifications; and they provided good port, marine and landside building experience.

Weaknesses include: No significant experience in over-the-water marine structures; no recent City projects experience, last project was 10 years ago; not a City-certified SBE; their previous

Rev (5/11)
project experience was mostly shore side versus marine/dock; they provided weak CADD
capabilities; and there was no mention of costing or scheduling considerations in their submittal.

The proposal marginally met the City’s requirements.

Moffatt & Nichol, Inc. maintains its company headquarters in California, with a Tampa office
having approximately 23 employees designated to serve the City. The firm was founded in
California in 1945.

Strengths include: A large worldwide firm with significant experience with City projects; a
structural engineer on staff; currently have multiple City projects with a number of them located
at the Municipal Marina; they provided sub-consultants who are MBE/WBE certified; and they
provided a very detailed project approach to include cost and schedule considerations.

Weaknesses include: The firm and their sub-consultants are not SBE-certified by the city; and
they listed litigated claims/outstanding judgements in their submittal, (motor vehicle accident filed
February 28, 2016, and personal injury case filed September 26, 2016), that were not considered
detrimental to performance.

The proposal exceeded the City’s requirements.

Stanley Consultants, Inc. maintains its company headquarters in Iowa, with a West Palm Beach
office having approximately 35 employees designated to serve the City. The firm was founded in
Iowa in 1913.

Strengths include: A good, qualified structural and utility engineer and permits team; good CADD
capabilities; sub-consultants that are SBE/MBE/DBE certified; they provided good examples of
their sub-consultants’ recent projects; and they provided a good project approach with cost and
schedule considerations

Weaknesses include: project experience is mostly in South Florida; they are not SBE-certified by
the City; they are located in West Palm Beach; and their past projects are located more inland
and port than ocean or salt water;

The proposal marginally met the City’s requirements.

Shortlisting and Oral Presentations

The SOQs were initially evaluated solely on the evaluation criteria established in the RFO. A
shortlist meeting was held on April 12, 2017, to identify no less than three firms in accordance
with Florida’s Consultants Competitive Negotiations Act, Chapter 287 Florida Statutes.

Four firms were invited to attend presentations and interviews. They were:

1. Applied Technology & Management, Inc.
2. Bermello, Ajamil & Partners, Inc.
4. Moffatt & Nichol, Inc.

Oral presentations and interviews took place on April 20, 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.

Recommendation for Award

On April 20, 2017, Applied Technology & Management, Inc., Landon, Morea & Associates, Inc., and Moffatt & Nichol, Inc. were recommended for award. The firms have met the requirements of RFQ No. 5415 and have been determined to be the most advantageous to the City, taking into consideration their years of providing these services, strategic use of sub-consultants, and the evaluation criteria set forth in a SOQ.

The firms were selected for the following reasons:

- Years of experience in providing these services
- They provided good CADD capabilities
- They are SBE/MBE/DBE certified firms and sub-consultants
- They provided relevant past and present project examples

Attached are the minutes of the two evaluation committee meetings.

Rajesh Prayman, Chair
Richard Herrmann, Committee Member
Clay Smith, Committee Member
Walter Miller, Committee Member
Thomas Gibson, Committee Member

Rev (3/11)
<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td>Committee Members in Attendance: Brejesh Prayman (Chair), Tom Gibson, Clay Smith, Walter Miller, Rick Herrmann</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>Staff: Neal Jones</td>
</tr>
<tr>
<td>b. Florida’s Open Meeting Law – FS 286.011 [NJ]</td>
<td>One member of the public present, declined to make a statement</td>
</tr>
<tr>
<td>c. Prohibited Communication - AP #050100 [NJ]</td>
<td></td>
</tr>
<tr>
<td>d. Identify Chairperson (Brejesh Prayman)</td>
<td></td>
</tr>
<tr>
<td>2. Evaluations of Proposals (Strengths and Weaknesses)</td>
<td></td>
</tr>
<tr>
<td>a. Applied Technology &amp; Management, Inc.</td>
<td></td>
</tr>
<tr>
<td>b. Bermello, Ajamil &amp; Partners, Inc.</td>
<td></td>
</tr>
<tr>
<td>c. Landon, Moree &amp; Associates, Inc.</td>
<td></td>
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<tr>
<td>d. Master Consulting Engineers, Inc.</td>
<td></td>
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<tr>
<td>e. Moffatt &amp; Nichol, Inc.</td>
<td></td>
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<tr>
<td>f. Stanley Consultants, Inc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Seconded by: Rick Herrmann</td>
</tr>
<tr>
<td></td>
<td>Votes: Affirmative (5)</td>
</tr>
<tr>
<td></td>
<td>Motion by: Clay Smith to invite Bermello, Ajamil &amp; Partners, Inc. to provide oral presentation.</td>
</tr>
<tr>
<td></td>
<td>Seconded by: Walter Miller</td>
</tr>
<tr>
<td></td>
<td>Votes: Affirmative (5)</td>
</tr>
<tr>
<td>4. Adjournment</td>
<td>Meeting Adjourned at 1400</td>
</tr>
</tbody>
</table>
City of St. Petersburg  
**Meeting Agenda Ranking**  
Procurement and Supply Management

<table>
<thead>
<tr>
<th>Title:</th>
<th>RFQ No. 6416 Consulting Services for Municipal Marina and Port Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Date:</td>
<td>Thursday, April 20, 2017</td>
</tr>
<tr>
<td>Time:</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>Place:</td>
<td>Conference Room 500</td>
</tr>
</tbody>
</table>

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<tr>
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</tr>
<tr>
<td>a. Public Comments</td>
<td>Staff: Neal Jones</td>
</tr>
<tr>
<td>c. CCNA – FS 287.055 (NJ)</td>
<td>Chair opened the floor up for discussion of SOQ's, Q&amp;A, and presentations</td>
</tr>
<tr>
<td>2. Deliberations after Statement of Qualifications, including Q&amp;A and presentations/interviews (Strengths and Weaknesses)</td>
<td>Motion by: Thomas Gibson to rank as follows and to recommend for award and negotiate with the top three (3) firms:</td>
</tr>
<tr>
<td>Seconded by: Rick Herrmann</td>
<td>Votes: Affirmative (5)</td>
</tr>
<tr>
<td>4. Adjournment</td>
<td>Meeting adjourned at 1335</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2017-____

A RESOLUTION ACKNOWLEDGING THE SELECTION OF APPLIED TECHNOLOGY AND MANAGEMENT, INC., LANDON, MOREE & ASSOCIATES, INC., AND MOFFATT & NICHOL, INC. TO PROVIDE MISCELLANEOUS PROFESSIONAL SERVICES FOR MUNICIPAL MARINA AND PORT PROJECTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S STANDARD FORM ARCHITECT ENGINEERING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 9, 2017, the Procurement & Supply Management Department issued a request for qualifications ("RFQ") No. 6416 in accordance with the requirements set forth in Florida Statute §287.055 (the Consultant's Competitive Negotiation Act) to engage the most qualified firms to provide miscellaneous professional services for Municipal Marina and Port Projects; and

WHEREAS, on April 4, 2017, the Procurement & Supply Management Department received six (6) statement of qualifications in response to the RFQ; and

WHEREAS, on April 12, 2017, the evaluation committee (Brejesh Prayman, Clay Smith, Thomas Gibson, Richard Herrmann and Walter Miller) met to discuss the statement of qualifications and shortlisted to four (4) firms; and

WHEREAS, the four (4) shortlisted firms were (1) Applied Technology and Management, Inc. ("Applied Technology"); (2) Bermello, Ajamil & Partners, Inc. ("Bermello, Ajamil"); (3) Landon, Moree & Associates, Inc. ("Landon, Moree"); and (4) Moffatt & Nichol, Inc. ("Moffatt & Nichol"); and

WHEREAS, on April 20, 2017, the four (4) shortlisted firms made presentations to the evaluation committee; and

WHEREAS, on April 20, 2017, the Selection Committee ranked Applied Technology, Landon, Moree and Moffatt & Nichol as qualified firms to provide miscellaneous professional services for Municipal Marina and Port Projects; and

WHEREAS, the firms are required to execute the City's form architect/engineering agreement ("A/E Agreement"); and

WHEREAS, the A/E Agreement is for one (1) year and shall automatically renew for three (3) additional one (1) year periods unless otherwise terminated by either party; and
WHEREAS, Applied Technology, Landon, Moree and Moffatt & Nichol have agreed to the terms and conditions set forth in the A/E Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Applied Technology and Management, Inc., Landon, Moree & Associates, Inc., and Moffatt & Nichol, Inc. to provide miscellaneous professional services for Municipal Marina and Port Projects is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City’s form architect/engineering agreement.

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)

Approved by:

Brejesh Prayman, P.E., SP, ENV
Engineering & Capital Improvements Director

00323787
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Second Amendment to the Lease and Development Agreement with TLM Investment Group I, LLC, a Florida limited liability company, for the use of City-owned property known as Lot 2, Block 1, TACRA PHASE III REPLAT; and to execute all documents necessary to effectuate same; and providing an effective date.

BACKGROUND:

On December 12, 2014, the City and TLM Investment Group I, LLC, a Florida limited liability company ("TLM") entered into a Lease and Development Agreement ("Agreement") for the use of the City-owned property known as Lot 2, Block 1, TACRA PHASE III REPLAT ("Premises") for the development of a nationally-recognized gasoline service station chain and convenience store, and other retail stores ("Project"), which was authorized by City Council Resolution No. 2014-546.

The Agreement was amended on September 21, 2015 (First Amendment), as authorized by City Council Resolution No. 2015-436, which modified the rent terms, extended the due diligence period and amended the dates that governed commencement and completion of construction of the Project.

The Agreement, as amended, sets forth certain time periods ("Time Periods") for site plan approval, construction commencement and completion of the Project. However, on March 30, 2017, TLM sent written notice to the City describing TLM's efforts in obtaining financing, and the current lack of available financing alternatives for the Project, leading to its request for an extension of the Time Periods to allow TLM additional time to secure financing and begin construction ("Request"). In the Request, TLM states that the Project (including paying in full for architectural and engineering plans) is ready for construction except for obtaining the necessary financing to commence and complete construction of the Project. TLM stated that more than ten (10) commercial banks have been approached, but subsequently passed on the deal, due to the perceived risks in the location, despite TLM's ability and willingness to provide an industry standard down payment. The recent shutting of the Neighborhood Walmart and the foreclosure of the Tangerine Plaza, located on the property across the street from the Premises, placed TLM's planned development in an untenable position with the banks. Further, TLM reiterated that it was firmly committed to the Project having already invested $100,000 towards the Project.
On May 4, 2017, TLM made an oral report to City Council ("Report"), providing substantially the same information as provided in the Request, and as a result of the Report, City Council requested City Administration to work with TLM to further amend the Agreement. Although the Request presented by TLM was for a one (1) year extension to secure a Letter of Interest for financing the Project, Administration felt more comfortable requiring TLM to obtain a firm financing commitment before the end of January 2018 and amending the dates set forth in the Time Periods accordingly.

TLM has executed a Second Amendment to the Agreement, subject to approval by City Council, which will extend the Time Periods and require TLM to 1) obtain a firm financing commitment by no later than January 31, 2018; 2) commence construction on the Project by May 1, 2018; and 3) complete the Project with the opening to occur by December 31, 2018.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Second Amendment to the Lease and Development Agreement with TLM Investment Group I, LLC, a Florida limited liability company, for the use of City-owned property known as Lot 2, Block 1, TACRA PHASE III REPLAT; and to execute all documents necessary to effectuate same; and providing and effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: TLM Letter and Resolution

APPROVALS: Administration: 

Budget: N/A

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

Legal: 00323952.doc V. 1
Re: Ground lease for TACRA site on 18th Avenue South

March 30, 2017

Ladies and Gentlemen:

We wanted to update you as to the progress of the above referenced development. The project (including investing in full architectural and engineering plans) is ready for construction except for the lack of financing.

Although TLM has offered the industry standard cash down payment for the development of this project, all commercial banks that we have approached (10+) have passed on the deal due to the perceived risks in the location.

At first, the nearby Walgreens store closing hurt the perception of the location, but the recent shuttering of the Neighborhood Walmart followed by the foreclosure of its property across the street placed our development in an untenable position with the banks.

Additionally, although the ground lease terms are favorable, traditional banks view the ground lease as an additional obstacle. They do not consider it as equity since we do not own the land.

Our commitment is strong having invested $40,000 in hard costs and $75,000 in soft costs so far on this project. We have also worked hard to earn commitments for a Mobil gasoline station, experienced C-store operator with restaurant franchises inside the store, and a Verizon Wireless store.

We would request an additional year to secure a financing proposal (which may ultimately come from a non-traditional bank). While it may be tempting to allow another developer to begin working on this property, we believe that another company will deal with these same obstacles and spend more than a year trying to secure the commitments we already have in place.

Specifically, may we formally address the city council at their first meeting in May?

Thank you for your consideration,

Douglas Cobarras, CEO  
TLM Investment Group I, LLC  
Deveron Gibbons, VP  
TLM Investment Group I, LLC
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SECOND AMENDMENT TO THE LEASE AND DEVELOPMENT AGREEMENT WITH TLM INVESTMENT GROUP I, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE USE OF CITY-OWNED PROPERTY KNOWN AS LOT 2, BLOCK 1, TACRA PHASE III REPLAT; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 12, 2014, the City and TLM Investment Group I, LLC, a Florida limited liability company ("TLM") entered into a Lease and Development Agreement ("Agreement") for the use of the City-owned property known as Lot 2, Block 1, TACRA PHASE III REPLAT ("Premises") for the development of a nationally-recognized gasoline service station chain and convenience store, and other retail stores ("Project"), which was authorized by City Council Resolution No. 2014-546; and

WHEREAS, the Agreement was amended on September 21, 2015 (First Amendment), as authorized by City Council Resolution No. 2015-436, which modified the rent terms, extended the due diligence period and amended the dates that governed commencement and completion of construction of the Project; and

WHEREAS, the Agreement, as amended, sets forth certain time periods ("Time Periods") for site plan approval, construction commencement and completion of the Project; and

WHEREAS, on March 30, 2017, TLM sent written notice to the City describing TLM's efforts in obtaining financing, and the current lack of available financing alternatives for the Project, leading to its request for an extension of the Time Periods to allow TLM additional time to secure financing and begin construction ("Request"); and

WHEREAS, in the Request, TLM states that the Project (including paying in full for architectural and engineering plans) is ready for construction except for obtaining the necessary financing to commence and complete construction of the Project; and

WHEREAS, TLM stated that more than ten (10) commercial banks have been approached, but subsequently passed on the deal, due to the perceived risks in the location, despite TLM's ability and willingness to provide an industry standard down payment; and

WHEREAS, the recent shuttering of the Neighborhood Walmart and the foreclosure of the Tangerine Plaza, located on the property across the street from the Premises, placed TLM's planned development in an untenable position with the banks; and
WHEREAS, TLM reiterated that it was firmly committed to the Project having already invested $100,000 toward the Project; and

WHEREAS, on May 4, 2017, TLM made an oral report to City Council ("Report"), providing substantially the same information as provided in the Request, and as a result of the Report, City Council requested City Administration to work with TLM to further amend the Agreement; and

WHEREAS, although the Request presented by TLM was for a one (1) year extension to secure a Letter of Interest for financing the Project, Administration felt more comfortable requiring TLM to obtain a firm financing commitment before the end of January 2018 and amending the dates set forth in the Time Periods, accordingly; and

WHEREAS, TLM has executed a Second Amendment to the Agreement, subject to approval of City Council, which will extend the Time Periods and require TLM to 1) obtain a firm financing commitment by no later than January 31, 2018; 2) commence construction on the Project by May 1, 2018; and 3) complete the Project with the opening to occur by December 31, 2018.

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 Second Amendment to the Lease and Development Agreement with TLM Investment Group I, LLC, a Florida limited liability company, for the use of City-owned property known as Lot 2, Block 1, TACRA PHASE III REPLAT; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

City Attorney (Designee)

Bruce E. Grimes, Director

Real Estate & Property Management
TO: THE HONORABLE DARDEN RICE, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Towns on Fifth, generally located northwest of the corner of 5th Avenue Northeast and Bay Street Northeast. (Our File: 14-20000009)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION:
The applicant is requesting approval of a plat to create 8 townhome lots.

The property is zoned Corridor Residential (CRT-1). The plat will assemble the lots for redevelopment.

The language in Condition 1 of the resolution clarifies that certain requirements may be completed after the plat is recorded. The language in Condition 2 notes that certain conditions must be met prior to a Certificate of Occupancy.

Attachments: Map, Aerial, Resolution

APPROVALS:

Administrative: ____________________________

Budget: NA

Legal: ____________________________
City of St. Petersburg, Florida
Planning and Economic Development Department
Towns on Fifth
Case No.: 14-20000009
Address: Northwest of the corner of 5th Avenue Northeast and Bay Street Northeast
City of St. Petersburg, Florida
Planning and Economic Development Department
Towns on Fifth
Case No.: 14-20000009
Address: Northwest of the corner of 5th Avenue Northeast and Bay Street Northeast

www.stpete.org
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF TOWNS ON FIFTH, GENERALLY LOCATED NORTHWEST OF THE CORNER OF 5TH AVENUE NORTHEAST AND BAY STREET NORTHEAST; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 14-20000009)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Towns on Fifth, generally located northwest of the corner of 5th Avenue Northeast and Bay Street Northeast, is hereby approved, subject to the following conditions.

1. The applicants shall install the Lot Corners as required by F.S. 177 and City Code at their sole expense within one (1) year from the date of this approval. The applicant may provide a financial guarantee for this work in order to record the plat in advance of completion.


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
Planning & Economic Development Dept. Date

[Signature] 5/11/17
City Attorney (Designee) Date
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute Task Order No. 16-02-GH/W, to the architect/engineering agreement dated December 5, 2016 between the City of St. Petersburg, Florida and Greeley and Hansen Engineers Inc. (“Greeley and Hansen”) in an amount not-to-exceed $65,000 for Greeley and Hansen to provide professional engineering consulting services as related to the 36-inch Valve Replacement Project located on the City’s 48-inch Water Transmission Main North of Lake Tarpon Outfall Canal and providing an effective date.

EXPLANATION: St. Petersburg maintains one 48” and one 36” transmission main that provides potable water to the re-pumps stations, which provides potable water service to approximately 93,000 retail customers.

During a recent scheduled shutdown of the 48” transmission main the City determined that of the existing valves north of the Tarpon Outfall Canal was inoperable. The existing 36-Inch Ball Valve was installed in 1963 during the construction of the 48-Inch Water Transmission Main.

When looking into the history of the valve, the CITY determined that the valve’s actuator was replaced and a valve vault was constructed around the valve in the mid-1990s. Recently the valve manufacture, Pratt provided information on how to determine if the valve is fully closing. Using this information, the CITY removed the inspection plate from the valve actuator and verified that the valve is fully closing; therefore, the actuator is not the issue. Based on this information, the CITY concluded that the valve has to be replaced.

RECOMMENDATION: Administration recommends approval of Task Order No. 16-02-GH/W, to the agreement between the City of St. Petersburg and Greeley and Hansen Engineers, Inc. in the amount of $65,000, for work related to design, preparation of construction documents and review bid prices and provide services during construction for the 36-Inch Valve Replacement located on the City’s 48-Inch Water Transmission Main just north of the Lake Tarpon Outfall Canal.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) to the DIS Water Main/Valve Replacement FY17 Project (15790).

ATTACHMENTS: Resolution

APPROVALS: Administrative

Budget

Claude Tankersley
RESOLUTION 2017-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-02-GH/W, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 5, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GREELEY AND HANSEN ENGINEERS INC. ("GREELEY AND HANSEN") IN AN AMOUNT NOT-TO-EXCEED $65,000 FOR GREELEY AND HANSEN TO PROVIDE PROFESSIONAL ENGINEERING CONSULTING SERVICES AS RELATED TO THE 36-INCH VALVE REPLACEMENT PROJECT LOCATED ON THE CITY'S 48" WATER TRANSMISSION MAIN NORTH OF LAKE TARPON OUTFALL CANAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Greeley and Hansen, Inc. ("Greeley and Hansen") entered into an architect/engineering agreement on December 5, 2016 for Greeley and Hansen to provide Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, Task Order No. 16-02-GH/W in the amount of $65,000 requires Greeley and Hansen to perform design, preparation of construction documents, bid price review and construction phase services for the 36-inch Valve Replacement Project located on the City's 48-Inch Water Transmission Main north of Lake Tarpon Outfall Canal.

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 Task Order No. 16-02-GH-W to the architect/engineering agreement dated December 5, 2016 between the City of St. Petersburg, Florida and Greeley and Hansen Engineers, Inc. in an amount not-to-exceed $65,000 for Greeley and Hansen to provide professional engineering consulting services as related to the 36-inch Valve Replacement Project located on the City's 48" Water Transmission Main north of Lake Tarpon Outfall Canal.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signature]
Legal Department
By: City Attorney or Designee

00324039
April 7, 2017

Mr. Robert Labrie
Water Systems Maintenance Manager
Water Resources Department
City of St. Petersburg
1650 3rd Avenue North
St. Petersburg, FL 33713

Subject: Task Order 16-02-GH/W
36-Inch Valve Replacement on the 48-Inch Water Transmission Main
Scope of Services and Fee for Professional Services

Dear Mr. Labrie:

Please find attached our Scope of Services and Fee for providing Professional Services to the CITY related to the 36-Inch Valve Replacement located on the City's 48-Inch Water Transmission Main, just north of the Lake Tarpon Outfall Canal.

Thanks for the opportunity to assist the City on this important project. Please let me know if there are any questions.

Very truly yours,

Greeley and Hansen LLC

James P. Gunther, P.E.
Associate
TASK ORDER NO. 16-02-GH/W

36-Inch Valve Replacement on the 48-Inch Water Transmission Main

A/E Agreement for Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects

This Task Order No. 16-02-GH/W is made and entered into this ___ day of __________, 2017, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated January 9, 2017 ("Agreement") between Greeley and Hansen LLC ("ENGINEER"), and the City of St. Petersburg, Florida ("CITY"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The ENGINEER shall perform professional services for the CITY related to design, preparation of construction documents, receive and review bid prices and provide services during construction for the 36-Inch Valve Replacement located on the CITY's 48-Inch Water Transmission Main just north of the Lake Tarpon Outfall Canal.

The existing 36-Inch Ball Valve was installed in 1963 during the construction of the 48-Inch Water Transmission Main. During a recently scheduled shutdown of the water transmission main, the City determined that the existing valve was inoperable. When looking into the history of the valve, the CITY determined that the valve’s actuator was replaced and a valve vault was constructed around the valve in the mid-1990s. Recently, Pratt provided information on how to determine if the valve is fully closing. Using this information, the CITY removed the inspection plate from the actuator and verified that the valve is fully closing; therefore, the actuator is not the issue. Based on this new information, the CITY concluded that the valve has to be replaced.

II. SCOPE OF SERVICES

Task 1 – Project Management and Meetings

1.1 Project Management
The ENGINEER shall provide project setup, management and invoicing during the project.

1.2 Project Coordination Meetings
The ENGINEER shall attend up to two (2) project coordination meetings with the CITY. The ENGINEER's project manager or designee shall attend these meetings and record the minutes.

Deliverables: Minutes of the meetings shall be prepared by the ENGINEER and shall be submitted to the CITY in electronic (PDF) format.
Task 2 – Design
2.1 90% Design
The ENGINEER shall prepare plan sheets that shall be incorporated into the single set of contract documents for the construction of the project. The table below lists the anticipated drawings.

<table>
<thead>
<tr>
<th>DWG</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td>Cover, Vicinity Map, Drawing Index</td>
</tr>
<tr>
<td>G1</td>
<td>Site Plan, Legend and General Notes</td>
</tr>
<tr>
<td>M1</td>
<td>Mechanical Plans and Sections</td>
</tr>
<tr>
<td>M2</td>
<td>Construction Sequence, and Compressed Profile with Dewatering Plan</td>
</tr>
<tr>
<td>M3</td>
<td>Miscellaneous Details</td>
</tr>
</tbody>
</table>

Construction plans shall be provided in electronic format using the ENGINEER's current version of AUTOCAD and shall meet CITY's standard formatting requirements for 24" x 36" sheets.

Construction technical specifications and contract documents shall be prepared in the ENGINEER's adaptation of the Construction Specifications Institute format and shall comprise the following sections.

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division 1</td>
<td>Modify Section 1 City Specifications</td>
</tr>
<tr>
<td></td>
<td>Modify Section 20 – Pay Items</td>
</tr>
<tr>
<td>Division 3 – Concrete</td>
<td></td>
</tr>
<tr>
<td>03 20 00</td>
<td>Concrete Reinforcement</td>
</tr>
<tr>
<td>03 31 00</td>
<td>Cast-in-Place Concrete</td>
</tr>
<tr>
<td>Division 9 – Finishes</td>
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</tr>
<tr>
<td>09 96 00</td>
<td>High Performance Coatings</td>
</tr>
<tr>
<td>Division 40 – Process Integration</td>
<td></td>
</tr>
<tr>
<td>40 05 10</td>
<td>Erecting and Jointing Interior Piping</td>
</tr>
<tr>
<td>40 05 18</td>
<td>Miscellaneous Pipe and Fittings</td>
</tr>
<tr>
<td>40 05 20</td>
<td>Valves</td>
</tr>
</tbody>
</table>

Deliverables: The ENGINEER shall submit five hard copies and one electronic copy (PDF drawings and specifications) of plans, specifications and updated cost opinion to CITY.
2.2 90% Design Review Meeting
Upon submittal of the 90% design, CITY shall review and provide a consolidated set of written comments on the project documents within two weeks of receipt. The ENGINEER shall meet with CITY to review and discuss each comment, providing in advance a preliminary written response indicating the action to be taken. The schedule assumes the CITY will complete the review and schedule a review meeting within two (2) weeks following the submittal. After the review meeting, the draft responses shall be revised by the ENGINEER, and the revised comments/actions list provided to the CITY. The 90% design comments/actions shall be incorporated into the 100% design documents.

Deliverables: Draft and final comment responses and action items list.

2.3 100% Design
The ENGINEER shall make revisions to the 90 percent plans, specifications and updated cost opinion as appropriate, complete the plans, specifications and cost opinion and electronic files 100 percent complete documents to the CITY.

Deliverables: The ENGINEER shall submit five hard copies and one electronic copy (PDF drawings and specifications) of 100 percent complete plans, specification and updated cost opinion to the CITY.

2.4 100% Design Review Meeting
Upon submittal of the 100% design, CITY shall review and provide a consolidated set of written comments within two weeks of receipt. The ENGINEER shall meet with CITY to review and discuss each comment, providing in advance a preliminary written response indicating the action to be taken. The schedule assumes the CITY will complete the review and schedule a review meeting within two (2) weeks following the submittal. After the review meeting, the draft responses shall be revised by the ENGINEER, and the revised comments/actions list provided to the CITY. The 100% design comments/actions shall be incorporated into the bid (final) documents.

Deliverables: Draft and final comment responses and action items list.

2.5 Bid Documents
The ENGINEER shall make revisions to the 100 percent documents as appropriate, and CITY shall approve the final plans in a timely manner.

Deliverables: Final electronic copies of the plans (in AutoCAD and PDF), specifications (in MS Word and PDF), and cost opinion (in PDF). Any signed and sealed hard copies of plans and specifications required for construction for permitting purposes will be provided under a separate task order for construction services.
The ENGINEER shall make revisions to the 100 percent documents as appropriate, and CITY shall approve the final plans in a timely manner.

Deliverables: Final electronic copies of the plans (in AutoCAD and PDF), specifications (in MS Word and PDF), and cost opinion (in PDF).

2.6 Bidding Services
The ENGINEER shall attend a pre-bid meeting, prepare addenda, evaluate bids and prepare a bid report.

Deliverables: Electronic copy of the bid report (in PDF).

Task 3 – Construction
The construction scope and fees are based on the following construction schedule:

- NTP to mobilization on site, to allow for submittal and approval of shop drawings: 12 weeks
- On-site mobilization to Substantial Completion: 2 weeks
- Final completion: 1 week

3.1 Meetings
3.1.1 Preconstruction Meeting

The ENGINEER shall prepare an agenda for the pre-construction meeting covering the following items:

- Introductions
- Project review
- Communications protocol
- Submittals protocol
- Construction schedule review
- Public information (as applicable)
- Working hours
- Utilities
- Subcontractors
- Property access
- Safety
- Technical submittal list and requirements
- Payment applications
- Housekeeping
- Meeting schedule
- Questions and miscellaneous

The ENGINEER shall chair and conduct the pre-construction meeting. The ENGINEER shall prepare meeting minutes for distribution.
Deliverables: Minutes of the meeting shall be prepared by the ENGINEER and shall be submitted to the CITY, including all meeting participants, in electronic (PDF) format.

3.1.2 Pre-Shutdown Meeting

The ENGINEER shall conduct a pre-shutdown meeting. The ENGINEER shall prepare the draft agenda for this meeting, including meeting minutes. A total of one (1) pre-shutdown meeting is anticipated.

Deliverables: Minutes of the meeting shall be prepared by the ENGINEER and shall be submitted to the CITY, including all meeting participants, in electronic (PDF) format.

3.2 Construction Administration

The ENGINEER shall provide services up to the man hours shown in the fee schedule to respond to matters that arise during construction, including:

- Review non-technical matters
- Review administrative submittals
- Consultation with the CITY during construction

3.3 Submittal Review

3.3.1 Shop Drawings

The ENGINEER shall review the following technical and related submittals for the construction contract:

- Sequence of Construction Plan
- Excavation Sheeting and Shoring
- Dewatering Plan
- Concrete Reinforcement
- Cast-in-Place Concrete
- High Performance Coatings
- Supports and Anchors
- Miscellaneous Pipe and Fittings
- Welder Certifications
- Welding Procedures and Qualifications
- 36-Inch Butterfly Valve

The ENGINEER shall not be responsible to review more than two (2) submittals for any item. The budget is based on not more than two (2) submittals - the original submittal plus one (1) re-submittal. Additional reviews of any submittal shall be considered additional services.

Deliverables: Reviewed technical and administrative submittals.
3.3.2 Contractor Pay Requests

The ENGINEER shall review the Contractor's monthly pay request and provide recommendation to the CITY. Review of two (2) pay requests is budgeted.

Deliverables: Reviewed pay requests.

3.3.3 Contractor Schedule

The ENGINEER shall review the Contractor's initial and monthly schedule updates. Review of two (2) schedules is budgeted.

Deliverables: Reviewed schedules.

3.3.4 On-Site Representation

The ENGINEER shall provide a full-time Resident Project Representative (RPR) during construction. Additional part-time representation shall be provided by Greeley and Hansen's Construction Manager. The RPR's duties shall include the following:

- Observe the construction Contractor's work on-site during construction and make field observations
- Make reviews of the construction in progress, and the constructed work
- Prepare Daily Field Reports on construction activities, and observations
- Assist as needed with construction management
- Measure for payment in accordance with contract items or schedule of values
- Attend pre-shutdown meeting
- Observe dewatering of existing WTM,
- Observe leakage, flushing and disinfection of newly installed 36-Inch Valve, Pipe and Fittings.
- Take progress of construction photographs
- Review the Contractor's schedule of testing with testing laboratory/contractor
- Coordinate with the Contractor materials testing during the construction, including but not limited to ready mix concrete slump and cylinder testing
- Prepare final punch list

It is anticipated that the on-site construction will occur during a two (2) week period of time. The RPR's level of effort during this construction will be full-time at 40 hours per week.

Deliverables: Daily Field Reports prepared by the RPR, including progress construction photographs, in electronic (PDF) format.
3.4 Requests for Information
3.4.1 Evaluate Requests for Information

The ENGINEER shall evaluate Requests for Information (RFIs) submitted by the Contractor and provide written responses to the RFIs. Evaluations of four (4) RFIs are included in the project fee schedule.

Deliverables: RFI responses.

3.4.2 Issue Supplemental Drawings and Clarifications

The ENGINEER shall issue supplemental drawings and clarifications as required.

Deliverables: Supplementary drawings.

3.5 Project Close Out

This section addresses documentation items that are required to be delivered through the ENGINEER to the CITY prior to final payment and close out of the project. The Contractor will assist the ENGINEER in acquiring the material necessary to assemble and deliver the various documentation items required.

- Warrantees, Guarantees and Certificates
- Construction Photographs
- Record Drawings

3.5.1 Permits

At this time, it is not anticipated that any permits will be required for this maintenance activity. If permits are required, preparation of the permit and the permit close out shall be performed as additional services.

3.5.2 Warrantees, Guarantees and Certificates

All warranties, guarantees, bonds, certificates, and similar documents, including those customarily provided by manufacturers and suppliers which cover a period greater than the one-year correction period shall be compiled and delivered to the CITY.

3.5.3 Construction Photographs

The ENGINEER shall provide construction photographs obtained from the Contractor, the ENGINEER, and the CITY. All photographs are to be color digital compiled on CD and provided with a descriptive index of the images with dates. Two (2) electronic file copies are to be delivered to the CITY.
3.5.4 Record Drawings

The Contractor is to maintain at the project site one (1) current set of as-built contract documents which have been accurately marked by Contractor to indicate all modifications in the completed work that differ from the original contract documents. The Contractor is to give the set of as-built contract documents to the ENGINEER who in turn will produce Conformed to Construction Record drawings.

Three (3) 24" x 36" size sets of drawings, each signed and sealed by the Engineer(s) of Record, shall be delivered to the CITY. In addition, one (1) electronic file of each drawing in AutoCAD format and one electronic file of each drawing signed and sealed (seal must be inked) shall be scanned and saved as a PDF, and provided to the CITY.

III. SCHEDULE

The services will be provided in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Duration (weeks)</th>
<th>Cumulative Time to Complete from NTP (weeks)</th>
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<td>1.0 - Project Manage. and Mtgs.</td>
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<tr>
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<td>2.0 - Design</td>
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<td>Submit 90% Design</td>
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<tr>
<td>2.3 - 100% Design</td>
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<tr>
<td>CITY review of 100% Design</td>
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</tr>
<tr>
<td>2.4 - 100% Design Review Mtg.</td>
<td>-</td>
<td>10</td>
</tr>
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<td>2.5 - Bid Documents</td>
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<td>12</td>
</tr>
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<td>2.6 - Bidding Services</td>
<td>4</td>
<td>16</td>
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<td>3.0 - Construction</td>
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<td>3.1 - Meetings</td>
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<td>3.2 - Construction Admin.</td>
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<td>TBD</td>
</tr>
<tr>
<td>3.3 - Submittal Review</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>3.4 - Requests for Information</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>3.5 - Project Closeout</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

IV. A/E'S RESPONSIBILITIES

The A/E will perform all tasks outlined in Section II - Scope of Services for Tasks 1, 2 and 3 as listed above and submit the Deliverables as listed below under Section VI.
V. CITY’S RESPONSIBILITIES

The CITY shall coordinate with the A/E and provide timely and coordinated responses to requests for information and direction from the A/E.

VI. DELIVERABLES

- **Task 1.2 - Deliverables:** Minutes of the meetings shall be prepared by the ENGINEER and shall be submitted to the CITY in electronic (PDF) format.
- **Task 2.1 - Deliverables:** The ENGINEER shall submit five hard copies and one electronic copy (PDF drawings and specifications) of plans, specifications and updated cost opinion to CITY.
- **Task 2.2 - Deliverables:** Draft and final comment responses and action items list.
- **Task 2.3 - Deliverables:** The ENGINEER shall submit five hard copies and one electronic copy (PDF drawings and specifications) of 100 percent complete plans, specification and updated cost opinion to the CITY.
- **Task 2.4 - Deliverables:** Draft and final comment responses and action items list.
- **Task 2.5 - Deliverables:** Final electronic copies of the plans (in AutoCAD and PDF), specifications (in MS Word and PDF), and cost opinion (in PDF).
- **Task 2.6 - Deliverables:** Electronic copy of the bid report (in PDF).
- **Task 3.1.1 - Deliverables:** Minutes of the meeting shall be prepared by the ENGINEER and shall be submitted to the CITY, including all meeting participants, in electronic (PDF) format.
- **Task 3.1.2 - Deliverables:** Minutes of the meeting shall be prepared by the ENGINEER and shall be submitted to the CITY, including all meeting participants, in electronic (PDF) format.
- **Task 3.3 - Deliverables:** Reviewed technical and administrative submittals, field reports and construction photographs.
- **Task 3.4 – Deliverables:** RFI responses and supplementary drawings.
- **Task 3.5 – Deliverables:** Project closeout documents and record drawings.

VII. A/E’S COMPENSATION

CITY shall compensate ENGINEER on a lump sum basis for the above described Scope of Services for Tasks 1 through 3 and in accordance with the **A/E AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES**, Section 6.0, and as detailed in Attachment 1 attached to and made part of this Task Order.

Attachment 1 shows that the lump sum cost for engineering services for Tasks 1 through 3 is $62,617.00. This price includes all labor and expenses, which are anticipated to be incurred for the completion of these tasks.
This Task Order establishes an allowance in the amount of $2,383.00 for additional services not identified in the Scope of Services. Additional Services, Task 4 may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total amount of this Task Order is $65,000.00.

VIII. PROJECT TEAM

The following personnel will provide services on this project:

<table>
<thead>
<tr>
<th>Role</th>
<th>Person/Subconsultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>Reed Meriwether, P.E.</td>
</tr>
<tr>
<td>Associate/Project Manager (Civil)</td>
<td>Tom Wilson, P.E.</td>
</tr>
<tr>
<td>Associate/Project Manager (Construction)</td>
<td>Jim Gunther, P.E.</td>
</tr>
<tr>
<td>Professional Engineer (Civil)</td>
<td>Isaiah Shapiro, P.E.</td>
</tr>
<tr>
<td>Engineer Intern (Civil)</td>
<td>Tim Palmer, E.I.</td>
</tr>
</tbody>
</table>

No subconsultants are anticipated for this project.

IX. MISCELLANOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: Chandrahasa Srinivasa
   City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: Brejesh Prayman, P.E., ENV SP, Director Engineering & Capital Improvements

DATE: ____________________________

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER. NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: City Attorney (Designee)

Greeley and Hansen LLC
(Company Name)

By: Reed Munroth
   Managing Director
   Southeast Operating Group

Date: 4/7/17

WITNESSES:

By: James Munroth
   (Signature)
   (Printed Name)

By: ____________________________
   (Signature)
   (Printed Name)
## ATTACHMENT 1

### CITY OF ST. PETERSBURG, FL

36-Inch Valve Replacement on the 48-Inch Water Transmission Main

### TASK ORDER NO. 16-02-GHW

**LABOR HOURS**

April 7, 2017

| TASK NO. | TASK NUMBER/TASK DESCRIPTION | MANHOURS PER LABOR CATEGORY | TASK
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>P APM (CIVIL)</td>
<td>APM (CONS)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>1</td>
<td>Project Management and Meetings</td>
<td></td>
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</tr>
<tr>
<td>1.1</td>
<td>Project Management</td>
<td>8</td>
<td>2</td>
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<td>Project Coordination Meetings (2)</td>
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<tr>
<td>2</td>
<td>Design</td>
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<tr>
<td>2.1</td>
<td>90% Design</td>
<td>27</td>
<td>64</td>
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<td>Plans</td>
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<td>90% Design Review Meeting</td>
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<td>100% Design</td>
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<td>Cost Opinion</td>
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<td>Meetings</td>
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<td>Shop Drawings</td>
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<td>3.3.2</td>
<td>Contractor Pay Requests (2)</td>
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<td>3.5</td>
<td>Project Close Out</td>
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<td>Permits</td>
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<td>3.5.2</td>
<td>Warranties, Guarantees and Certificates</td>
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<td>3.5.3</td>
<td>Construction Photos</td>
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<td>Record Drawings</td>
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<tr>
<td>4</td>
<td>Additional Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**LABOR HOUR TOTALS PER LABOR CATEGORY**

| P | PRINCIPAL |
| 1 | 52 | 73 | 106 | 115 | 122 | 10 | 479 |

| A/PM | ASSOCIATE/PROJECT MANAGER (CIVIL) | TY/YY |
| A/PM | ASSOCIATE/PROJECT MANAGER (CONSTRUCTION) | JPG |
| PE | PROFESSIONAL ENGINEER (CIVIL) | IS |
| EI | ENGINEER INTERN (CIVIL) | TRP |
| S/C/T | SENIOR CADD TECHNICIAN (CIVIL) | JW |
| SC | SENIOR CLERICAL | SE |

4/7/2017 11:34 AM

TO 16-05 36 Inch Valve Replacement_04,07,17.xlsx
## ATTACHMENT 1

**CITY OF ST. PETERSBURG, FL**

36-Inch Valve Replacement on the 48-Inch Water Transmission Main

**TASK ORDER NO. 16-02-GH/W**

**LABOR COST**

April 7, 2017

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>TASK NUMBER/TASK DESCRIPTION</th>
<th>MANHOURS PER LABOR CATEGORY</th>
<th>TASK LABOR HOUR TOTALS</th>
<th>DIRECT LABOR COST</th>
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<td></td>
<td></td>
<td>P</td>
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<td>APM (CONS.)</td>
</tr>
<tr>
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<td>$79.00</td>
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ALLOWABLE RANGE PER CONTRACT

$79-$100 | $46-$80 | $46-$80 | $36-$48 | $30-$38 | $30-$35 | $25-$32
## ATTACHMENT 1

**CITY OF ST. PETERSBURG, FL**

36-Inch Valve Replacement on the 48-Inch Water Transmission Main

**TASK ORDER NO. 16-02-GHW**

**FEE CALCULATION**

April 7, 2017

<table>
<thead>
<tr>
<th>TASK NO.</th>
<th>TASK DESCRIPTION</th>
<th>(a) GH SALARY COST</th>
<th>(b) GH SALARY COST W/2.72 MULTI</th>
<th>(c) GH PROFIT (13.6%)</th>
<th>(d)+(c) GH DIRECT COST</th>
<th>DIRECT EXPENSES</th>
<th>EXPENSE REF.</th>
<th>(f) SURCONsULTANT SERVICES FEES</th>
<th>FEE REF</th>
<th>ALLOWANCE</th>
<th>(g) (d)+(e)+(f) TOTAL COST WITH EXPENSES</th>
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**TOTALS FEES**

$ 20,266 | $ 55,123 | $ 7,494 | $ 62,617 | - | - | $ 2,383 | $ 69,000
### ATTACHMENT 1

CITY OF ST. PETERSBURG, FL

36-Inch Valve Replacement on the 48-Inch Water Transmission Main

**TASK ORDER NO. 16-02-GH/W**

**FEE SUMMARY**

April 7, 2017

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<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>VALUE</th>
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<td>LUMP SUM FEE FOR TASKS 1 THROUGH 3</td>
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<td>NOT TO EXCEED ALLOWANCE (TASK 4)</td>
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<td>TOTAL ESTIMATED PROFESSIONAL SERVICES FEES FOR 2017</td>
<td>$65,000</td>
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TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 17-01-KCCS/CEIP to the Professional Services Agreement dated March 24, 2017 between the City of St. Petersburg, Florida and KCCS, Inc. ("KCCS") in an amount not to exceed $77,858.62 for KCCS to provide professional engineering services for the 30th Avenue North Bicycle Facility Project (Engineering Project No. 13022-112; FPN 424532 8 58/68 01; Oracle Nos. 13640, 14620, 15088 and 15646); and providing an effective date.

EXPLANATION: This project was developed under FDOT’s Local Agency Program (LAP). The City received LAP re-certification on April 25, 2017 to provide design, bid/award, and construction oversight services for federally funded projects within the City limits. Project costs related to construction activities will be borne initially by the City, and the City will recoup related project costs from FDOT.

On March 24, 2017, the City of St. Petersburg, Florida and KCCS, Inc. entered into a Professional Services Agreement (Agreement") to provide Miscellaneous Professional Consulting Services for Construction Engineering & Inspection Projects.

Task Order No. 17-01-KCCS/CEIP, in the amount of $77,858.62 provides for professional services associated with the construction phase of the 30th Avenue North Bicycle Facility project, from Dr. Martin Luther King Jr. Street to 58th Street.

These services shall include attending meetings with the FDOT District 7 Compliance Manager, attendance at the pre-construction meeting, and site inspections to assist City inspection staff with FDOT Local Agency Program (LAP) Compliance. Tasks include site inspections, Davis Bacon wage payroll reviews, EOC DBE payment commitment and payment reviews, employee interviews, uploading LAP Construction Phase Documents into the FDOT LAPIT and EOC, and MAC websites, including but not limited to: DBE payments reported by the contractor, Sublets, Rental Agreements, EEO Officer reports, Bulletin Board Inspections, Concrete and base testing reports and contractors asphalt testing reports, and daily construction inspection reports.

This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 17-01-KCCS/CEIP to the Professional Services Agreement dated March 24, 2017 between the City of St. Petersburg, Florida and KCCS, Inc. ("KCCS") in an amount not to exceed $77,858.62 for KCCS to provide professional engineering services for the 30th Avenue.
30th Avenue North Bicycle Facility Project (Engineering Project No. 13022-112; FPN 424532 8 58/68 01; Oracle Nos. 13640, 14620, 15088 and 15646)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Bicycle/Pedestrian Safety Grants Capital Projects Fund (30C4) 30th Avenue N Project (13640) and the Transportation Impact Fees Capital Projects Fund (3071) CityTrails - Bicycle Trails 15 Project (14620), City Trails – Bicy Trls 16 Project (15088) and City Trails – Bicy Trls 17 Project (15646).

ATTACHMENTS: Resolution

APPROVALS:  

[Signature]  Administrative  
[Signature]  Budget  

for Claude Tankersley
RESOLUTION NO. 2017-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 17-01-KCCS/CEIP TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 24, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND KCCS, INC. ("KCCS") IN AN AMOUNT NOT TO EXCEED $77,858.62 FOR KCCS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE 30TH AVENUE NORTH BICYCLE FACILITY PROJECT (ENGINEERING PROJECT NO. 13022-112; FPN 424532 8 58/68 01; ORACLE NOS. 13640, 14620, 15088 AND 15646); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and KCCS, Inc. ("KCCS") entered into a Professional Services Agreement on March 24, 2017 for KCCS to provide miscellaneous professional services for Construction Engineering and Inspection Projects; and

WHEREAS, construction of the new 30th Avenue Bicycle Facility Project will require compliance reviews and reporting in accordance with Florida Department of Transportation guidelines; and

WHEREAS, Task Order No. 17-01-KCCS/CEIP in the amount of $77,858.62 requires KCCS to perform site inspections, employee interviews, Davis Bacon payroll wage reviews, EOC DBE payment commitments/reviews and uploading LAP construction phase documents into FDOT LAPIT, EOC and MAC websites.

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 Task Order No. 17-01-KCCS/CEIP to the Professional Services Agreement dated March 24, 2017 between the City of St. Petersburg, Florida and KCCS, Inc. ("KCCS") in an amount not to exceed $77,858.62 for KCCS to provide professional engineering services for the 30th Avenue North Bicycle Facility Project (Engineering Project No. 13022-112; FPN 424532 8 58/68 01; Oracle Nos. 13640, 14620, 15088 and 15646).

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal Department
By: (City Attorney or Designee)
00321848

Brijesh Prayman, P.E., ENV SP
Engineering & Capital Improvements Director
This Task Order No. 17-01-KCCS/CEIP is made and entered into this _____ day of _____________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING & INSPECTION PROJECTS dated March 24, 2017 ("Agreement") between KCCS, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City of St. Petersburg, Engineering & Capital Improvements Department, plans to construct City Project No. 13022-112, 30th Avenue North Bicycle Facility, from 58th Street North to Dr. ML King Jr. Street North. The project involves the widening of 30th Avenue North from 58th Street to Dr. ML King Jr. Street North to add on-street bicycle lanes in each direction. Reconstruction of the roadway will impact the storm drainage at multiple intersections and require the installation of new piping and inlets. This project is funded by a FDOT LAP agreement.

II. SCOPE OF SERVICES

Task 1. Staff Meetings
A/E shall schedule and attend a meeting with the District Contract Compliance Manager prior to the Pre-Construction conference.

Task 2. Pre-Construction Conference
A/E shall attend a pre-construction conference.

Task 3. LAP Compliance
A/E shall assist in-house City inspection staff with LAP Compliance to include:
- Site Inspections
- Address FDOT compliance questions from the contractor
- Provide Resident Compliance Specialist for Equal Opportunity Compliance
- Davis Bacon Wage Rate Review
- Compliance Reporting
- Job Board Inspections
- Employee Interviews

Task 4. Upload Construction Phase Documents to LAPIT and EOC
A/E shall upload LAP construction phase documents into LAPIT and EOC websites to include, but not limited to:
- Review in EOC DBE commitments and DBE Payments reported by the contractor and ensure they are complete and meet CUF
- Upload EEO documentation, Sublets, Rental Agreements, EEO Officer, July EEO Reports
• Bulletin Board Inspections  
• City daily inspection reports

**Task 5. Upload Construction Phase Documents to MAC**

A/E shall upload LAP construction phase documents into MAC website to include, but not limited to:

• Concrete and base testing reports  
• Contractors asphalt testing reports

**Task 6. Site Inspections**

A/E shall assist in-house City inspection staff with site inspection per City request

**III. SCHEDULE**

The contract duration is 270 calendar days from Notice to Proceed.

**IV. A/E'S RESPONSIBILITIES**

A/E will perform Tasks 1-6 listed under this Scope of Services.

**V. CITY'S RESPONSIBILITIES**

The following participation by the City is anticipated under this Scope of Services:

• Daily construction inspection  
• Contract administration  
• Construction materials testing

**VI. DELIVERABLES**

Deliverables shall include the following:

• All compliance documents shall be uploaded in LAPIT  
• Upload all material, testing, reports and certifications into MAC  
• Electronic files of all compliance documents and correspondence, emails, etc. shall be provided to the City.  
• Provide status reports as requested.

**VII. A/E'S COMPENSATION**

For work under Tasks 1-6, the City shall compensate the A/E in a not-to-exceed amount of $72,858.62.

This Task Order establishes an allowance in the amount of $5,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization for the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The grand total for this Task Order is $77,858.62 as outlined in Appendix A.
VIII. **PROJECT TEAM**

The key members proposed for this project are indicated below:

- **Lead Consultant:** KCCS, Inc.
  Program Manager: Scott DeReus, P.E.

- **Sub-Consultant:** Covalt Group, Inc.
  LAP Resident Compliance Specialist: Sabrina Covalt
  Compliance Specialist: Debbie Ganas

IX. **MISCELLANOUS**

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: Chandrahasa Srinivasa
City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: Brejesh Prayman, P.E., ENV SP, Director Engineering & Capital Improvements

DATE: __________________________

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER. NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: City Attorney (Designee)

KCCS, Inc.

(Company Name)

By: __________________________
(Signature)

Michael J. Caruso, P.E., President
(Printed Name and Title)

Date: April 3, 2017

WITNESSES:

By: __________________________
(Signature)

Stephen H. McGucken, P.E., Principal
(Printed Name)

By: __________________________
(Signature)

Ronald E. Gott, Sr. Vice President
(Printed Name)
### APPENDIX A

**Work Task Breakdown**

30th Avenue North Bicycle Facility

Project No. 13022-112

---

#### I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>TASK</th>
<th>FIRM</th>
<th>Direct Labor Rates Classifications</th>
<th>Project Administrator</th>
<th>Senior Inspector</th>
<th>Inspector</th>
<th>Total Hours</th>
<th>Labor Cost</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Direct Salary</td>
<td>$156.02</td>
<td>$26.78</td>
<td>$21.50</td>
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<td>Billing Rates</td>
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<tr>
<td>1</td>
<td>KCCS</td>
<td>Staff Meetings</td>
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<td></td>
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<td>$156.02</td>
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<td>2</td>
<td>KCCS</td>
<td>Pre-Construction Conference</td>
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<td>3</td>
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<td>4</td>
<td>Covalt</td>
<td>Upload Construction Phase</td>
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<td>160</td>
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<td>5</td>
<td>Covalt</td>
<td>Documents to LAPIT and EOC</td>
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<td>6</td>
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<td>Site Inspections, as Requested</td>
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<td>75</td>
<td>60</td>
<td>140</td>
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</table>

**Totals:** 167 hours, Labor Cost $35,058.62

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#### II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Consultant Labor Cost</th>
<th>Subconsultant Services/Costs</th>
<th>Mark-up on Subconsultant Services</th>
<th>Total Cost</th>
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<tr>
<td>1</td>
<td>$156.02</td>
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<td>$9,653.50</td>
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</table>

Total Consultant Labor Cost: $35,058.62

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#### III. Fee Limit

- Not-to-exceed Cost: $72,858.62
- Allowance: $5,000.00
- Total: $77,858.62

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#### IV. Subconsultant Proposals

<table>
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<tr>
<th>Task</th>
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<tr>
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<tr>
<td>2</td>
<td>N/A</td>
</tr>
<tr>
<td>3</td>
<td>Covalt - Proposal dated 04/03/17 attached</td>
</tr>
<tr>
<td>4</td>
<td>Covalt - Proposal dated 04/03/17 attached</td>
</tr>
<tr>
<td>5</td>
<td>N/A</td>
</tr>
<tr>
<td>6</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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**Notes:**

1. Rate x overhead + profit (per contract).
2. Includes 5 percent markup of SUBCONSULTANT (per contract).
3. Allowance to be used only upon City's written authorization.
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Darden Rice, Chair, and City Council Members
FROM: Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements Department
RE: Consultant Selection Information
Firm: KCCS, Inc.
Task Order Over $50,000
Task Order No. 17-01-KCCS/CEIP

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

KCCS, Inc. was selected to provide Construction Engineering and Inspection services based upon their qualifications, past experience with FHWA and FDOT LAP compliance requirements and availability. This selection process for Federally funded contracts was reviewed and approved by FDOT and FHWA.

KCCS, Inc. has satisfactorily completed previous Task Orders for the City for specialty Testing and Inspection Services and is familiar with industry standard specification and City standards.

KCCS, Inc. has significant experience in specialty inspection services for structures and facilities.

This is the first Task Order issued under the 2014 Master Agreement.

2. Transaction Report listing current work – There are no prior task orders for this consultant.
No Task Orders have been executed under this A/E Agreement.
TO The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT A Resolution by City Council, confirming the appointment of Ms. April Harley to the Citizen Advisory Committee of the South St. Petersburg Community Redevelopment Area.

RECOMMENDATION Administration recommends City Council approve the attached Resolution.

INTRODUCTION

On June 3, 2014, the City of St. Petersburg City Council and Pinellas County signed an Interlocal Agreement, which established the purpose, scope, mutual duties of the City and County, governance structure and funding mechanisms for the South St. Petersburg Community Redevelopment Area (CRA). Among other items, the Interlocal Agreement called for the creation of a “Citizen Advisory Committee” (CAC) to the CRA that would advise the South St. Petersburg Community Redevelopment Agency on the forthcoming community redevelopment plan, any amendments thereto and on issues and policies within the CRA.

The CAC is comprised of nine (9) residents, business and/or property owners, and other stakeholders from within the CRA’s geographic boundary. The Mayor appoints six (6) members of the CAC, while the Board of County Commissioners appoints three (3) members. After providing a month-long application period for interested members of the public in April 2017, Mayor Kriseman has selected Ms. Harley to replace Ms. Theresa Jones, who resigned in January 2017. Her first term will end on January 31, 2020, and she will be eligible to serve one additional three-year term.

RECOMMENDATION

Administration recommends City Council approve the attached Resolution.

Attachment: Resolution
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 1, 2017

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of April 6, April 13 and April 20, 2017 City Council meetings.
A RESOLUTION APPROVING THE MINUTES
OF THE CITY COUNCIL MEETINGS HELD
ON APRIL 6, APRIL 13 AND APRIL 20, 2017;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
the minutes of the City Council meetings held on April 6, April 13 and April 20, 2017 are hereby
approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM
AND SUBSTANCE:

City Attorney or Designee
REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
Thursday, April 6, 2017, AT 8:30 A.M.

Chair Darden Rice called the meeting to order with the following members present: Amy Foster, Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Ed Montanari, Karl Nurse, Darden Rice and Lisa Wheeler-Bowman. Mayor Rick Kriseman, Deputy Mayor Dr. Kanika Tomlin, City Attorney Jacqueline Kovilaritch, City Administrator Dr. Gary Cornwell, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Ken MacCollom, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent. None.

A moment of silence was observed to remember the following fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month: Officer James A. Krupp – April 15, 1964.

In connection with the approval of the agenda, Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

MOVED CA-3 Awarding a blanket purchase agreement to Kenny Construction Company, for Sanitary Sewer Inflow/Infiltration Rehabilitation CIPP Lining FY17, in the amount of $2,250,000 (Engineering Project No. 17013-111; Oracle No. 15535). [MOVED TO REPORTS AS E-10(a)]

MOVED CA-9 A resolution accepting a Partial Guaranteed Maximum Price (GMP) proposal in the amount of $3,113,851 for Ajax Building Corporation (Ajax) to construct the site work related to the new Police Headquarters Project; authorizing the Mayor or his designee to execute an amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Ajax dated August 21, 2015 (Contract), to incorporate the partial GMP proposal for the site work into the contract, modify certain provisions including a reduction in the amount of liquidated damages, and add additional provisions; approving a supplemental appropriation in the amount of $3,313,851 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Police Facility/EOC Project (12847), to provide funding for
Amending City Council Resolution No. 2015-499 to extend the original closing date from December 31, 2016 to June 30, 2017 for Burlington Post Apartments; providing that all other provisions of Resolution No. 2015-499 not amended herein shall remain in full force and effect; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction. [MOVED TO REPORTS AS E-12]

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. [MOVED TO NEW ORDINANCES AS F-6]

Carter G. Woodson African-American History Museum Update – (Oral) (Corrected title only.)

Accepting the bid from Florida Design Drilling Corporation for the Southwest Water Reclamation Facility (SWWRF) Reclaimed Water & Injection Well Improvements Projects, in the amount of $2,618,550 (Engineering/CID Project No. 16110-111; Oracle No. 15838).

Accepting the bid from Youngquist Brothers, Inc. (Youngquist) for the Northwest Water Reclamation Facility (NWWRF) Reclaimed Water & Injection Well Improvements Projects, in the amount of $2,373,990 (Engineering/CID Project No. 17053-111; Oracle No. 15927).

Approving a Construction Manager contract between the City of St. Petersburg, Florida (“City”) and PCL Construction, Inc. (“PCL”) for PCL to provide preconstruction and construction services for projects to increase treatment, disposal and capacity to handle peak wastewater flows during wet weather events at the Northwest Water Reclamation Facility (“CM Contract”); authorizing the City Attorney to make non-substantive changes to the CM contract; authorizing the Mayor, or his designee, to execute the CM contract and all other documents necessary to effectuate this transaction; authorizing payment to PCL in an amount not to exceed $407,175 for the preconstruction services for the NWWRF effluent filters improvements (Project No. 17063-111 - WRF NW Construction Manager FY17; Oracle No. 15960); authorizing payment to PCL in an amount not to exceed $2,251,253 for the new filter construction, piping, and appurtenances (Project No. 17052-111 - WRF NW New Filters FY17; Oracle No. 15926)

Baseball Forever Report (Oral)

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). (Revised title and backup.)
04/06/2017

ADD G-3 Requesting that City Council refer to the Public Services and Infrastructure Committee a discussion on enacting a local ordinance banning Conversion or Reparative Therapy and also requesting that the City’s Legal department research the issue and prepare a draft ordinance for the committees consideration. (Councilmember Kornell)

ADD G-4 Respectfully requesting City Council pass a resolution to support HB143 and SB158.

DELETE H-5(c) A resolution in accordance with City Code Section 21-38(d) exempting St. Pete Pride LGBTQ+ Celebration (North Straub 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.

REVISED H-6(a) A resolution approving a supplemental appropriation in the amount of $50,000 from the unappropriated fund balance of the General Fund (0001), BP Settlement Funds, to the Neighborhood Affairs Department, Veterans, Social & Homeless Services Division (080-2327) to provide funding for Golden Generations, Inc. - My Sistah’s Place to provide shelter and programming for young women aging out of the foster care system; approving granting funding to Golden Generations, Inc. upon a satisfactory review of its financial statements. (Revised title and backup.)

REVISED H-7 Public Services & Infrastructure Committee (3/23/17)

REVISED H-9(a) A resolution supporting Home Rule powers; instructing the City Clerk to transmit this resolution to certain persons and entities.

ADD H-11 Budget, Finance & Taxation Committee (3/30/17)


In connection with approval of the Consent Agenda, Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Hugh Tulloch, 555 5th Avenue Northeast, recognized Councilmember Karl Nurse for his service as his district Councilmember.
2. Martín Knaust, 1320 21st Avenue North, spoke regarding art for the new Pier.
3. Jessica Sager, 3925 52nd Street North, spoke regarding Ordinance 264-H.
In connection with new ordinances, the Clerk read the title of proposed Ordinance 1095-V. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 20, 2017 as the public hearing date for the following proposed Ordinance(s) as amended:

PROPOSED ORDINANCE NO. 1095-V

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.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 266-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 20, 2017 as the public hearing date for the following proposed Ordinance(s) as amended:

PROPOSED ORDINANCE NO. 266-H

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.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 267-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Komell moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 20, 2017 as the public hearing date for the following proposed Ordinance(s) as amended:

PROPOSED ORDINANCE NO. 267-H

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.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 268-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Komell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 20, 2017 as the public hearing date for the following proposed Ordinance(s) as amended:

PROPOSED ORDINANCE NO. 268-H

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.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 269-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Todd Pressman, spoke regarding the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Komell that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting May 4, 2017 as the public hearing date for the following proposed Ordinance(s) as amended:

PROPOSED ORDINANCE NO. 269-H

AN ORDINANCE AMENDING THE CITY CODE TO ADD A NEW SECTION 25-4; PROVIDING FOR THE LIMITATION OF THE HEIGHT OF POLE STRUCTURES IN CITY RIGHT OF WAY; ALLOWING ANTENNAES ON POLE STRUCTURES; PROVIDING FOR EXCEPTIONS; PROHIBITING TOWER STRUCTURES WITHOUT A VARIANCE; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 270-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 20, 2017 as the public hearing date for the following proposed Ordinance(s) as amended:

PROPOSED ORDINANCE NO. 270-H

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.


In connection with a new business item presented by Councilmember Karl Nurse, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council ask Administration to review the 50 forms currently requiring notarization and to consider amending the ordinance to eliminate this requirement when possible.
In connection with a new business item presented by Councilmember Karl Nurse, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request representatives of the proposed development across from Tangerine Plaza provide City Council with a report of its status. The developer had two years to begin construction of the project starting March 2015.

In connection with a new business item presented by Councilmember Steve Kornell, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services and Infrastructure Committee for consideration to consider a discussion on enacting a local ordinance banning Conversion or Reparative Therapy and also requesting that the City’s Legal department research the issue and prepare a draft ordinance for the committee’s consideration.

In connection with a new business item presented by Councilmember Amy Foster, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-206 A RESOLUTION SUPPORTING PROPOSED LEGISLATION WHICH WOULD CREATE A FIREFIGHTER CANCER PRESUMPTION IN WORKERS’ COMPENSATION AND PENSION DISABILITY CASES; URGING THE PINELLAS COUNTY DELEGATION TO SUPPORT LEGISLATION WHICH WOULD CREATE SUCH A PRESUMPTION; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.
In connection with public hearings, the Clerk read the title of proposed Ordinance 264-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 264-H entitled:

PROPOSED ORDINANCE NO. 264-H

AN ORDINANCE DELETING THE CURRENT SECTION 20-28 OF THE CITY CODE RELATED TO OBSTRUCTION OF PUBLIC WAYS OR BUILDINGS AND REPLACING IT WITH A NEW SECTION 20-28 PROHIBITING THE OBSTRUCTION OF PUBLIC SIDEWALKS AND ABUTTING ENTRYWAYS; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 1090-V. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1090-V entitled:

PROPOSED ORDINANCE NO. 1090-V

04/06/2017

BETWEEN 23RD STREET SOUTH AND BY INTERSTATE 275 AND 24TH STREET SOUTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 1094-V. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Katie Cole, spoke in favor of the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1090-V entitled:

PROPOSED ORDINANCE NO. 1094-V

AN ORDINANCE APPROVING A VACATION OF A 30-FOOT WIDE RIGHT-OF-WAY KNOWN AS 100TH AVENUE NORTH, LOCATED WEST OF 2ND STREET NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolution be adopted:

2017-207 A RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT ("AMENDMENT") TO THE CITY'S FY 2014/15 ANNUAL ACTION PLAN TO PROVIDE ADDITIONAL COMMUNITY DEVELOPMENT BLOCK Grant FUNDING IN THE AMOUNT OF $87,500 FROM THE FY 2014/15 UNDESIGNATED BALANCE IN AWARD 81054 TO THE TFTSP YOUTH GOLF COUNCIL. ST. PETERSBURG FLORIDA, INC. PROJECT (14580) TO ASSIST WITH THE CONSTRUCTION OF A MENTORING CENTER; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT AND TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION AND THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 265-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 20, 2017 as the public hearing date for the following proposed Ordinance(s) as amended:

PROPOSED ORDINANCE NO. 265-H

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.


In connection with reports, Stephanie Lampe, Housing and Community Development gave a presentation to Council regarding the Burlington Post Apartments. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2017-208 A RESOLUTION AMENDING CITY COUNCIL RESOLUTION NO. 2015-499 TO EXTEND THE ORIGINAL CLOSING DATE FROM DECEMBER 31, 2016 TO JUNE 30, 2017 FOR BURLINGTON POST LTD., FOR THE BURLINGTON POST APARTMENTS; PROVIDING THAT ALL OTHER PROVISIONS OF RESOLUTION NO. 2015-499 NOT AMENDED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Mayor Rick Kriseman gave a presentation to Council regarding the proposal presented to the Tampa Bay Rays. No action was taken.
In connection with reports, Lisa Frank, a representative of the Florida Consumer Action Network program gave a presentation to Council regarding the Complete Streets Walk Audit Results. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Michelle Cyr, 400 Carillon Parkway, spoke in support of Florida Consumer Action Network audits.

No action was taken.

In connection with reports, Alan DeLisle, City Development Administration gave a presentation to Council regarding the Pier Reports.

Chair Rice recessed the meeting at 11:00 a.m. for a short break.

Chair Rice reconvened the meeting at 11:17 a.m.

Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolution be adopted:

A RESOLUTION APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND COLLIERS ARNOLD, INC D/B/A COLLIERS INTERNATIONAL TAMPA BAY FLORIDA (“COLLIERS”) FOR COLLIERS TO MANAGE, OPERATE, MAINTAIN AND MARKET THE PIER DISTRICT; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE MANAGEMENT AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE MANAGEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.


Chair Rice recessed the meeting at 1:15 p.m. for a lunch break.

Chair Rice reconvened the meeting at 1:52 p.m.

Chair Rice was excused from the meeting at 3:00 p.m.

In connection with reports, Alan DeLisle, City Development Administration gave a presentation to Council recommending Administration to prepare amendments to the Intown Redevelopment Plan and Interlocal Agreement for the utilization of an existing $14,000,000 allocation for Pier District enhancements. Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council recommending Administration to prepare amendments to the Intown Redevelopment Plan and Interlocal Agreement for the utilization of an existing $14,000,000 allocation for Pier District enhancements.


In connection with reports, Alan DeLisle, City Development Administration gave a presentation to Council regarding amendments to the Intown Redevelopment Plan. No action was taken.

Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Matt Lettleir, 701 99th Avenue North #104, spoke against the proposed resolutions regarding the new St. Petersburg Pier.

2. Gina Driscoll, 644 4th Avenue South #1, spoke in support of the proposed resolutions regarding the new St. Petersburg Pier.

3. Paul Carder, 341 5th Street South #3, spoke concerning the proposed resolutions regarding the new St. Petersburg Pier.

4. Stacia Schrader, 692 10th Avenue South, spoke in support of the proposed resolutions regarding the new St. Petersburg Pier.

5. Gene Smith, 430 5th Street North, spoke concerning the proposed resolutions regarding the new St. Petersburg Pier.

6. Chris Steinocher, 100 2nd Avenue North, spoke in support of the proposed resolutions regarding the new St. Petersburg Pier.

7. Larry Ladfelta, 790 4th Avenue South, spoke in support of the proposed resolutions regarding the new St. Petersburg Pier.

8. Laura Bryant, 3376 Bayshore Boulevard Northeast, spoke in support of the proposed resolutions regarding the new St. Petersburg Pier.

9. Douglas Land, spoke in opposition of the proposed resolutions regarding the new St. Petersburg Pier.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:
A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND JANET ECHELMAN, INC. ("JEI") IN AN AMOUNT NOT TO EXCEED $75,000 FOR JEI TO PROVIDE A FEASIBILITY STUDY, CONCEPT DESIGN SERVICES, AND A BUDGET FOR THE PIER PUBLIC ART ("ARTIST AGREEMENT"); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE ARTIST AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE ARTIST AGREEMENT; APPROVING A TRANSFER IN THE AMOUNT OF $37,500 FROM THE ART IN PUBLIC PLACES FUND (1901) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $37,500 FROM THE INCREASE IN THE GENERAL CAPITAL IMPROVEMENT FUND RESULTING FROM THIS TRANSFER TO THE PIER VISIONING PROJECT (ENGINEERING & CID PROJECT NO. 09227-019, ORACLE NO. 11988) TO PROVIDE THE NECESSARY FUNDING FOR THE FEASIBILITY STUDY AND PRELIMINARY CONCEPT DESIGN SERVICES TO BE PROVIDED PURSUANT TO THE ARTIST AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Tampa Bay Estuary Program report, Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request Administration to find $75,000 for the Tampa Bay Estuary Program.


Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Tampa Bay Estuary Program report presented by Councilmember Karl Nurse.


In connection with reports, Mayor Rick Kriseman gave a presentation to Council regarding the Cross Bay Ferry Report. No action was taken.
Vice-Chair Wheeler-Bowman recessed the meeting at 4:28 p.m. for a short break.

Vice-Chair Wheeler-Bowman reconvened the meeting at 4:37 p.m.

In connection with reports, Raul Quintana, City Architect gave a presentation to Council regarding a Partial Guaranteed Maximum Price (GMP) proposal in the amount of $3,113,851 for Ajax Building Corporation to construct the site work related to the new Police Headquarters Project. Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-212 A RESOLUTION ACCEPTING A PARTIAL GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL IN THE AMOUNT OF $3,113,851 FOR AJAX BUILDING CORPORATION ("AJAX") TO CONSTRUCT THE SITE WORK RELATED TO THE NEW POLICE HEADQUARTERS PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND AJAX DATED AUGUST 21, 2015 ("CONTRACT"), TO INCORPORATE THE PARTIAL GMP PROPOSAL FOR THE SITE WORK INTO THE CONTRACT, MODIFY CERTAIN PROVISIONS INCLUDING A REDUCTION IN THE AMOUNT OF LIQUIDATED DAMAGES, AND ADD ADDITIONAL PROVISIONS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $3,313,851 FROM THE UNAPPROPRIATED BALANCE OF THE PUBLIC SAFETY CAPITAL IMPROVEMENT FUND (3025) TO THE POLICE FACILITY/EOC PROJECT (12847), TO PROVIDE FUNDING FOR THE PARTIAL GMP PROPOSAL AND OTHER PROJECT EXPENSES; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Dave Goodwin, Planning and Economic Development Director gave a presentation to Council regarding a Billboard Relocation and Reconstruction Agreement. Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolution be adopted:

2017-213 A RESOLUTION ACCEPTING A PARTIAL GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL IN THE AMOUNT OF $3,113,851 FOR AJAX BUILDING CORPORATION ("AJAX") TO CONSTRUCT THE SITE WORK
RELATED TO THE NEW POLICE HEADQUARTERS PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND AJAX DATED AUGUST 21, 2015 ("CONTRACT"), TO INCORPORATE THE PARTIAL GMP PROPOSAL FOR THE SITE WORK INTO THE CONTRACT, MODIFY CERTAIN PROVISIONS INCLUDING A REDUCTION IN THE AMOUNT OF LIQUIDATED DAMAGES, AND ADD ADDITIONAL PROVISIONS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $3,313,851 FROM THE UNAPPROPRIATED BALANCE OF THE PUBLIC SAFETY CAPITAL IMPROVEMENT FUND (3025) TO THE POLICE FACILITY/EOC PROJECT (12847), TO PROVIDE FUNDING FOR THE PARTIAL GMP PROPOSAL AND OTHER PROJECT EXPENSES; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Sophia Sorolis, Planning and Economic Development Manager gave a PowerPoint presentation to Council regarding a new economic development program called the "Grow Smarter Job Creation and Talent Attraction Program. Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. The following person(s) were present, but did not wish to speak:

1. Chris Steinocher, 100 2nd Avenue North, was in favor of the proposed resolution.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-214 A RESOLUTION APPROVING THE CREATION AND IMPLEMENTATION OF A NEW ECONOMIC DEVELOPMENT PROGRAM TO BE CALLED THE "GROW SMARTER JOB CREATION AND TALENT ATTRACTION PROGRAM" THAT PROVIDES INCENTIVES FOR COMPANIES TO RECRUIT EMPLOYEES WITH THE REQUIRED SKILL LEVELS AND EXPERTISE TO SUSTAIN GROWTH AND TO PAY COMPETITIVE WAGES TO SUCH EMPLOYEES ("PROGRAM"); APPROVING A STANDARD FORM GRANT AGREEMENT RELATED TO THE PROGRAM; AUTHORIZING THE CITY ATTORNEY OR HER DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE STANDARD FORM GRANT AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE STANDARD FORM GRANT AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY TO IMPLEMENT THE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

In connection with reports, Joe Zeoli, City Development Administration Managing Director gave a presentation to Council regarding a request from St. Petersburg Baseball Commission, Inc. to extend the Walter Fuller Term. Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-215  A RESOLUTION APPROVING A REQUEST FROM ST. PETERSBURG BASEBALL COMMISSION, INC. ("SPBC") TO EXTEND THE TERM FOR THE MANAGEMENT AND OPERATION OF THE WALTER FULLER BASEBALL COMPLEX THROUGH SEPTEMBER 30, 2019 AND TO MODIFY VARIOUS FINANCIAL PROVISIONS CONTAINED WITHIN THE AMENDED AND RESTATED AGREEMENT DATED OCTOBER 2, 2014 (AS AMENDED, "RESTATED AGREEMENT"); AUTHORIZING THE CITY ATTORNEY'S OFFICE TO PREPARE A SECOND AMENDMENT TO THE RESTATED AGREEMENT TO INCORPORATE THE CITY'S RESPONSE TO SPBC'S ABOVE REQUESTS WITH A RETROACTIVE DATE OF JANUARY 1, 2017; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with a Legal item, Assistant City Attorney Ken MacCollom presented a Legal update regarding lawsuit styled Scottsdale Insurance Company a/s/o BHF Central, LLC and BHF Central, LLC C v. City of St. Petersburg, Defendant. Pinellas County Case No.: 16-005062-CI. Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

2017-216  A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF ACIE JENKINS v. CITY OF ST. PETERSBURG, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 15-007037-CI; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Alan DeLisle, City Development Administrator presented the Manhattan Casino Update. No action was taken.

In connection with reports, Alan DeLisle, City Development Administrator presented the Tangerine Plaza Update. No action was taken.
In connection with reports, Alan DeLisle, City Development Administrator presented the Carter G. Woodson African-American History Museum Update. No action was taken.

Vice-Chair Wheeler-Bowman recessed the meeting at 6:36 p.m. for a short break.

Vice-Chair Wheeler-Bowman reconvened the meeting at 6:43 p.m.

In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Walter Donnelly, 6 Academy Way South, spoke in support of the proposed resolutions.

Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-217 A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A BLANKET AGREEMENT TO KENNY CONSTRUCTION COMPANY IN AN AMOUNT NOT TO EXCEED $2,250,000 FOR THE SANITARY SEWER INFLOW/INFILTRATION REHABILITATION CIPP LINING — FY17 PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolutions be adopted:

2017-218 A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO FLORIDA DESIGN DRILLING CORPORATION TO DRILL AND CONSTRUCT ONE NEW INJECTION WELL (IW-6) AND ONE NEW ASSOCIATED MONITORING WELL (MW-B-11) ON THE 31ST STREET SOUTH SIDE OF THE SOUTHWEST WATER RECLAMATION FACILITY IN AN AMOUNT NOT TO EXCEED $2,618,550; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

2017-219 A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO YOUNQUIST BROTHERS, INC. TO DRILL AND CONSTRUCT ONE NEW INJECTION WELL (IW-3) AND ONE NEW ASSOCIATED MONITORING WELL (MW-4) AT THE NORTHWEST WATER RECLAMATION FACILITY IN AN AMOUNT NOT TO EXCEED $2,373,990; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

2017-220 A RESOLUTION APPROVING A CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND PCL CONSTRUCTION, INC. ("PCL") FOR PCL TO PROVIDE PRECONSTRUCTION AND CONSTRUCTION SERVICES FOR PROJECTS TO INCREASE TREATMENT, DISPOSAL AND CAPACITY TO HANDLE PEAK WASTEWATER FLOWS DURING WET WEATHER EVENTS AT THE NORTHWEST WATER RECLAMATION FACILITY ("CM CONTRACT"); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE CM CONTRACT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CM CONTRACT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING PAYMENT TO PCL IN AN AMOUNT NOT TO EXCEED $407,175 FOR THE PRECONSTRUCTION SERVICES FOR THE NWWRF EFFLUENT FILTERS IMPROVEMENTS (PROJECT NO. 17052-111); APPROVING A PARTIAL CONTROL ESTIMATE FOR THE NWWRF EFFLUENT FILTERS IMPROVEMENTS (PROJECT NO. 17052-111) IN AN AMOUNT NOT TO EXCEED $2,251,253; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Land Use and Transportation Committee report, Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council defer the Land Use & Transportation Report to the April 13, 2017 City Council Meeting.


In connection with the Committee of the Whole: Meadowlawn Community Garden; Weeki Wachee Fund; Residential LDR Update, Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

2017-221 A RESOLUTION APPROVING THE RECOMMENDATION OF THE COMMITTEE OF THE WHOLE TO PROVIDE FUNDING FOR THE MEADOWLAWN COMMUNITY GARDEN PROJECT FROM WEEKI
WACHEE FUNDS; APPROVING A TRANSFER IN THE AMOUNT OF $270,000 FROM THE UNAPPROPRIATED BALANCE OF THE WEEKI WACHEE OPERATING FUND (1041) TO THE WEEKI WACHEE CAPITAL PROJECTS FUND (3041); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $270,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE WEEKI WACHEE CAPITAL PROJECTS FUND RESULTING FROM THIS TRANSFER IN THE AMOUNT OF $270,000 TO THE MEADOWLAWN COMMUNITY GARDEN PROJECT (15349); AND PROVIDING AN EFFECTIVE DATE.


Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Committee of the Whole: Meadowlawn Community Garden; Weeki Wachee Fund; Residential LDR Update report of March 16, 2017 presented by Vice-Chair Lisa Wheeler-Bowman.


In connection with the Youth Services Committee report, Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the March 16, 2017 Youth Services Committee report presented by Vice-Chair Wheeler-Bowman.


In connection with the Co-Sponsored Events Committee report, Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolutions be adopted:

2017-222 A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY17; authorizing THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
A RESOLUTION WAIVING THE SIX MONTH REQUIREMENT OF SECTION “D” OF RESOLUTION NO. 2000-562, AND PAYMENT OF THE WAIVER FEE REQUIRED BY CITY COUNCIL RESOLUTION NO. 2009-353 AS TO WILLIAMS PARK PARTNERSHIP; authorizing THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Co-Sponsored Events Committee report of March 16, 2017 presented by Councilmember Charles Gerdes.


In connection with the Budget, Finance and Taxation report, Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $50,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND (0001), BP SETTLEMENT FUNDS, TO THE NEIGHBORHOOD AFFAIRS DEPARTMENT, VETERANS, SOCIAL & HOMELESS SERVICES DIVISION (080-2327) TO PROVIDE FUNDING FOR GOLDEN GENERATIONS, INC. - MY SISTAH’S PLACE TO PROVIDE SHELTER AND PROGRAMMING FOR YOUNG WOMEN AGING OUT OF THE FOSTER CARE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the March 23, 2017 Budget, Finance and Taxation Committee report presented by Councilmember James R. Kennedy, Jr.

In connection with the Budget, Finance and Taxation report, Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-225  
A RESOLUTION BY THE CITY COUNCIL ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT TO LA CONSULTING, INC. FOR A MANAGEMENT EVALUATION OF THE WATER RESOURCES DEPARTMENT SUBJECT TO FINALIZATION OF THE AGREEMENT; AUTHORIZING THE BUDGET, FINANCE AND TAXATION COMMITTEE CHAIR AND CITY ADMINISTRATION TO NEGOTIATE THE AGREEMENT WITH LA CONSULTING, INC., AND IF AN AGREEMENT CANNOT BE REACHED, AUTHORIZING THE NEGOTIATION OF AN AGREEMENT WITH THE MATRIX CONSULTING GROUP; REQUIRING THE AGREEMENT TO RETURN TO CITY COUNCIL FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the March 30, 2017 Budget, Finance and Taxation Committee report presented by Councilmember James R. Kennedy, Jr.


In connection with the Public Services and Infrastructure Committee report, Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee report of March 23, 2017 presented by Councilmember Steve Kornell.


In connection with the Housing Services Committee report, Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Nurse that the following resolution be adopted:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA, STATING ITS SUPPORT FOR THE CONTINUATION OF THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT, AND HOME INVESTMENT PARTNERSHIP PROGRAM FUNDING; AUTHORIZING THE MAYOR TO FORWARD THIS RESOLUTION TO U.S. REPRESENTATIVES KATHY CASTOR AND CHARLIE CRIST, AND SENATORS MARCO RUBIO AND BILL NELSON; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Foster moved with the second of Councilmember Nurse that the following resolution be adopted:

2017-226 A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF MR HARRY HARVEY AS A MEMBER OF THE ST. PETERSBURG HOUSING AUTHORITY BOARD OF COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Nurse moved with the second of Councilmember Montanan that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing Services Committee report of March 23, 2017 presented by Councilmember Karl Nurse.


In connection with the Legislative Affairs & Intergovernmental Relations Committee report, Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanan moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-228 A RESOLUTION SUPPORTING HOME RULE POWERS; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Montanan moved with the second of Councilmember Gerdes that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Legislative Affairs & Intergovernmental Relations Committee report of March 23, 2017 presented by Councilmember Ed Montanari.


In connection with the Committee of the Whole: Penny for Pinellas cont.; Public Works Administration report, Vice-Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Committee of the Whole: Penny for Pinellas cont.; Public Works Administration report of March 23, 2017 presented by Vice-Chair Lisa Wheeler-Bowman.

Consent Agenda A
April 6, 2017

NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.

2017-174
1. Approving an increase in allocation for voluntary dental DHMO and PPO Insurance plans to Metropolitan Life Insurance Company (MetLife) in the amount of $96,589, for a total contract amount of $3,960,402.

2017-175
2. Approving a six-month blanket purchase agreement with Indigo Energy Partners, LLC for gasoline and diesel fuel, for the Fleet Management Department, in an amount not to exceed $2,729,493.

2017-176
3. Awarding a blanket purchase agreement to Kenny Construction Company, for Sanitary Sewer – Inflow/Infiltration Rehabilitation – CIPP Lining – FY17, in the amount of $2,250,000 (Engineering Project No. 17013-111; Oracle No. 15535). [MOVED TO REPORTS AS E-10(a)]

2017-177
4. Approving an increase in allocation for refuse container and compactor agreements with Dura-Cast Products, Inc., Iron Container LLC, Equipco Manufacturing, Inc., Wastequip Manufacturing Company LLC, Otto Environmental Systems (NC) LLC, and IES Sales and Service LLC in the amount of $100,000, for a total agreed amount of $2,200,000.

2017-178
5. Approving a three-year blanket purchase agreement with Joe Payne, Inc., for plan review and inspection services for the Planning & Economic Development Department, at a total contract amount of $972,000.

2017-179
6. Approving an increase in allocation for the roof repair services agreements with Gulf States Industries, Inc., McMullen Roofing, Inc. and Tarheel Roofing, Inc., in the amount of $270,000, for a total agreed amount of $720,000.

2017-180
7. Accepting a proposal from Sun Life Assurance Company of Canada for aggregating specific stop loss insurance coverage (group health plan) for the Human Resources Department, at an estimated annual premium of $696,250; and authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this transaction.

8. Renewing a blanket purchase agreement with Ajax Paving Industries of Florida, LLC for the purchase of recycled asphalt for the Stormwater, Pavement & Traffic Operations

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9. A resolution accepting a Partial Guaranteed Maximum Price (GMP) proposal in the amount of $3,113,851 for Ajax Building Corporation (Ajax) to construct the site work related to the new Police Headquarters Project; authorizing the Mayor or his designee to execute an amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Ajax dated August 21, 2015 (Contract), to incorporate the partial GMP proposal for the site work into the contract, modify certain provisions including a reduction in the amount of liquidated damages, and add additional provisions; approving a supplemental appropriation in the amount of $3,313,851 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Police Facility/EOC Project (12847), to provide funding for the partial GMP proposal and other project expenses. [MOVED TO REPORTS AS E-11]

10. Authorizing the Mayor or his designee to execute a Joint Project Agreement between the City of St. Petersburg and Pinellas County for the estimated sum of $647,025.75 for relocation of the City’s Water Mains in association with the Pinellas County Haines Road roadway and drainage improvement project from 60th Avenue North to US 19, County PID 002106A. (Engineering Project No. 17062-111; Oracle No. 15796)
CONSENT AGENDA
COUNCIL MEETING
CITY OF ST. PETERSBURG

Consent Agenda B
April 6, 2017

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.

1. Accepting a proposal from PFM Financial Advisors, LLC for financial advisory services for the Finance Department, for a three-year contract amount of $342,000.

2. Approving the renewal of a blanket purchase agreement with Graybar Electric Company Inc. for electrical supplies, at an estimated annual cost of $150,000, for a total contract amount of $240,000.

3. Awarding a three-year blanket purchase agreement to American Government Services Corporation for property title services for the Real Estate & Property Management Department, for a total contract cost not to exceed $213,100.

4. Approving the purchase of five three-wheeled utility vehicles from Southern Sewer Equipment Sales and Service, Inc., for the Fleet Management Department, at a total cost of $154,995.

5. Accepting a proposal from Honeywell International, Inc. for automated HVAC building control system maintenance services for the Real Estate & Property Management Department, for a three-year contract amount of $123,000.

6. Approving the renewal of a blanket purchase agreement with My Office Products, LLC for office paper at estimated annual cost of $55,000, for a total contract amount of $110,000.

7. Approving the purchase of SQL Server Enterprise Licenses from SHI International Corporation (SHI) for the Police Department, at a total cost of $99,305.20.

8. Ratifying and approving emergency repairs to a fire apparatus by Hall-Mark Fire Apparatus, LLC for the Fleet Management Department at a total cost of $56,261.94.

9. Renewing a blanket purchase agreement with Thompson Consulting, LLC for disaster-related reimbursement assistance consulting services; and authorizing the Mayor, or Mayor's designee, to execute all documents necessary to effectuate the transaction.
10. Authorizing the Mayor, or his designee, to acquire the property known as the Azalea Little League baseball fields located at 7500 - 30th Avenue North (Property Identification Number 07-31-16-70038-300-4001), St. Petersburg, for the sum of $29,200; to pay closing related costs in an amount not to exceed $1,000.

11. Authorizing the Mayor, or his designee, to execute a License Agreement with St. Pete Little League, Inc. a not-for-profit corporation, for the use of a concession stand/restroom/storage building within 7500 - 30th Avenue North, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)

12. Authorizing the Mayor, or his designee, to execute a consent to the assignment of the Lease Agreement, as amended, with Michael's Extraordinary Desserts, Inc. d/b/a St. Pete Bakery, a Florida corporation, to Sweet Magnolia Bakery, Inc., a Florida corporation, for use of space within the City-owned Sunken Gardens building located at 1961 Fourth Street North, St. Petersburg.

13. Resolution authorizing the Mayor or his designee to accept a grant from the U.S. Environmental Protection Agency in the amount of $400,000 to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in the South St. Petersburg Community Redevelopment Area.

14. Resolution approving the Professional Services Agreement between the City of St. Petersburg, Florida and Environmental Consulting & Technology, Inc. for Brownfield consulting services for the management and execution of the City's U.S. Environmental Protection Agency Brownfield Assessment Grant, in an amount not to exceed $383,000.

15. Authorizing the Mayor or his designee to execute Task Order No. 16-01-AED/W to the Architect/Engineering Agreement (“A/E”) for miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water between the City of St. Petersburg and Advanced Engineering & Design Inc. in an amount not to exceed $58,098.75 for professional engineering services in association with Pinellas County’s Haines Road Phase 2 Roadway and Drainage Improvement Project from 60th Avenue North to US 19, County PID 002106A. (Engineering Project No. 17062-111; Oracle No. 15796).

16. Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement (Agreement) between the City of St. Petersburg and the Southwest Florida Water Management District that provides up to a maximum of $85,000 in funding for the construction of 34th Avenue Northeast, Poplar Street Storm Drainage Improvements, (Engineering Project No. 16017-110, Oracle No. 15076); and all other documents necessary to effectuate the Agreement; approving a supplemental appropriation in the amount of $85,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these additional revenues, to the Stormwater Vaults FY16 Project (15076).
17. Authorizing the Mayor or his designee to execute a Locally Funded Agreement between the City of St. Petersburg (City) and the Florida Department Of Transportation (FDOT); for project design phase services for the 10th and 11th Avenue South Over Booker Creek Bridge No. 157235 Reconstruction/Replacement Project in an amount not to exceed $263,898, a Three Party Escrow Agreement between the FDOT, City, and Florida Department of Financial Services, for payment by the City to the FDOT, and all other documents necessary to effectuate this transaction; and providing an effective date. (FDOT Financial Project No. 436056-1-32-01) (Engineering Project No.17082-110; Oracle No. 14549).

18. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 13-03-GRI/SEM to the Architect/Engineering Agreement dated February 5, 2015, between the City of St. Petersburg, Florida and Griner Engineering, Inc. ("Griner") for Griner to provide pre-design services for the Cooling Plant Project in an amount not to exceed $49,250; approving a supplemental appropriation in the amount of $74,250 from the unappropriated balance of the General Fund (0001), derived of settlement funds from the 2010 Deepwater Horizon Oil Spill (BP Settlement), to the Engineering Department, Engineering & Capital Improvements Administration (130-1341), to provide the necessary funding for this Amendment No. 1 to the Task Order and other project related costs; and providing an effective date. (Engineering Project No. 16097-110, Oracle Project 13169)

19. Confirming the reappointment of Ryan D. Cobin as a regular member to the City Beautiful Commission to serve a three-year term ending December 31, 2019.

20. Confirming the appointment and reappointment of alternate members to the Nuisance Abatement Board.

21. Confirming the appointment of Luisa V. Perez-Harvey as a regular member to the International Relations Committee to serve an unexpired three-year term ending December 31, 2019.

22. Confirming the appointment of Sandra Grosvenor as a regular member to the Commission on Aging to fill an unexpired three-year term ending December 31, 2019.

23. Amending City Council Resolution No. 2015-499 to extend the original closing date from December 31, 2016 to June 30, 2017 for Burlington Post Ltd., for the Burlington Post Apartments, providing that all other provisions of Resolution No. 2015-499 not amended herein shall remain in full force and effect; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction. [MOVED TO REPORTS AS E-12]

24. A resolution maintaining the size of the Consolidated Plan Ad Hoc Application Review Committee ("Committee") at nine (9) members; confirming the Mayor’s appointments to the committee for FY 2017/18.

25. A resolution recognizing a donation of $5,500 from National Insurance Crime Bureau for the purchase of "The Club" automobile theft deterrent devices in support of the
Police Department's automobile theft public awareness program ("Program"); approving a supplemental appropriation in the amount of $5,500 from the increase in the unappropriated balance of the General Fund (0001) resulting from this donation to the Police Department, Community Awareness (140-1381), Project (TBD).

There being no further business, Vice-Chair Wheeler-Bowman adjourned the meeting at 8:00 p.m.

______________________________
Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _______________________
Chan Srinivasa, City Clerk
Chair Darden Rice called the meeting to order with the following members present: Amy Foster, Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Ed Montanari, Karl Nurse, Lisa Wheeler-Bowman and Darden Rice. Mayor Rick Kriseman, Deputy Mayor Dr. Kanika Tomlin, City Administrator Dr. Gary Cornwell, City Attorney Jacqueline Kovilaritch, Deputy City Clerk Patricia Beneby and Assistant to the City Clerk Cortney Phillips were also in attendance. Absent: None.

In connection with the approval of the agenda, Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

REVISED C-1 Mayor’s Service Learning Initiative [Revised title.]


In connection with the Awards and Presentations portion of the agenda, Richard Engwall, St. Pete’s Promise Director and Education and Community Engagement Director Leah McRae gave a presentation to Council regarding the Mayor’s Service Learning Initiative. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Jill Wilkinson, Suncoasters of St. Petersburg Vice-President gave a presentation to Council regarding the recognition of the 2017 Junior Sun Goddess Leadership Ambassadors. Chair Rice presented three awards to the 2017 Junior Sun Goddess Leadership Ambassadors.

In connection with the Awards and Presentations portion of the agenda, Mayor Rick Kriseman presented a Proclamation proclaiming the month of April 2017 as Water Conservation Month.
In connection with the Awards and Presentations portion of the agenda, Mayor Rick Kriseman presented a Proclamation proclaiming the month of April 2017 as Distracted Driver Awareness Month.

In connection with the Awards and Presentations portion of the agenda, Mayor Rick Kriseman presented a Proclamation proclaiming the month of April 2017 as Landscape Architecture Month.

In connection with the Awards and Presentations portion of the agenda, Councilmember Charles Gerdes presented the Sunshine Ambassador Award to Bonnie Appleton.

In connection with the Awards and Presentations portion of the agenda, Mayor Rick Kriseman presented a Proclamation proclaiming April 22, 2017 as Earth Day.

In connection with the Awards and Presentations portion of the agenda, Tall Ships America Representative Patty Lock gave a PowerPoint presentation to Council regarding Tall Ships Challenge 2018. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Councilmember Steve Kornell gave a presentation to Council regarding 96.7 FM Music Tampa Bay. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Tammy Simms, Downtown Business Association President gave a PowerPoint presentation to Council regarding the Sunshine Street Team. No action was taken.

There being no further business, Chair Rice adjourned the meeting at 4:54 p.m.

Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk
Chair Darden Rice called the meeting to order with the following members present: Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Ed Montanari, Darden Rice, Karl Nurse, Lisa Wheeler-Bowman and Amy Foster. Mayor Rick Kriseman, Deputy Mayor Dr. Kanika Tomlin, City Attorney Jacqueline Kovilaritch, City Administrator Dr. Gary Cornwell, Chief Assistant City Attorney Jeannine Williams, Assistant City Attorney Mark Winn, Assistant City Attorney Michael Dema, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent. None.

In connection with the approval of the agenda, Councilmember Gerdes moved with the second of Councilmember Foster that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

MOVED CB-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. [Revised title and backup.] [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 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...
04/20/2017

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; and providing an effective
date.

MOVED CB-18
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. [Revised
title and backup.] [MOVED TO REPORTS AS E-8]

REVISED E-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). [Revised language only.]

ADD E-6
Pier Follow-Up Report

ADD E-6(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.

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

ADD F-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)

ADD F-8
A resolution opposing seismic air-gun testing and offshore drilling
activities; instructing the City Clerk to transmit this resolution to certain
persons and entities; and providing an effective date.

ADD G-2(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.

INFO G-4
Budget, Finance & Taxation Committee (4/13/17)

INFO G-5
Public Services & Infrastructure Committee (4/13/17)

INFO G-6
Energy, Natural Resources & Sustainability Committee (4/13/17)

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

Tampa Bay Water — (Oral) (Councilmember Nurse)

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.


In connection with approval of the Consent Agenda, Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Hal Freedman, 1 Beach Drive Southeast, spoke regarding the new St. Petersburg Pier.
2. Judy Ellis, 1874 Juarez Way South, spoke regarding the use of outdoor smokers.
3. Chris Brady, spoke regarding a noise ordinance.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 271-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting May 4, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 271-H

AN ORDINANCE RELATING TO THE ENTRADA COMMUNITY DEVELOPMENT DISTRICT; DISSOLVING THE ENTRADA COMMUNITY DEVELOPMENT DISTRICT REPEALING ORDINANCE NUMBER 797-G; AND PROVIDING AN EFFECTIVE DATE.
In connection with new ordinances, the Clerk read the title of proposed Ordinance 272-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanan moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting May 4, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 272-H

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 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.

In connection with reports, Susan Ajoc, Community Services Director gave a presentation regarding the recognition of a donation of $27,966 from United Way Suncoast to support a financial empowerment center. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:
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.


In connection with reports, Marlan Register, HDR Consultant Manager gave a presentation to Council regarding the San Martin Bridge Project. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council motion to concur with the recommendation of alternatives 2 & 3 as suggested by required committee.


In connection with reports, Joe Lopano, Tampa International Airport Aviation Authority CEO gave a presentation to Council regarding the Tampa International Airport Update. No action was taken.

In connection with reports, Tom Greene, Budget Director gave a presentation to Council regarding the potential Fourth Round of the Penny for Pinellas One-Cent Local Option Sales Surtax Program. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-250 A RESOLUTION REGARDING THE POTENTIAL FOURTH ROUND OF THE PENNY FOR PINELLAS ONE-CENT LOCAL OPTION SALES SURTAX AND PROVIDING AN EFFECTIVE DATE.

In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Walter Donnelly, 6 Academy Way South, expressed his concerns regarding the wastewater system.

No action was taken.

Chair Rice recessed the meeting at 5:51 p.m. for a dinner break.

Chair Rice reconvened the meeting at 6:26 p.m.

In connection with the reports, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted as amended:

2017-251 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 11 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.


In connection with public hearings, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolutions be adopted:

2017-252 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.

2017-253 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.

2017-254 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.


In connection with public hearings, the Clerk read the title of proposed Ordinance 267-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 267-H entitled:

PROPOSED ORDINANCE NO. 267-H

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.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 268-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 268-H entitled:
PROPOSED ORDINANCE NO. 268-H

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.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 1095-V. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Komell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1095-V entitled:

PROPOSED ORDINANCE NO. 1095-V

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.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 266-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Dakota Priest, spoke in support of the proposed Ordinance.

Councilmember Komell moved with the second of Councilmember Montanari that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 266-H entitled:

**PROPOSED ORDINANCE NO. 266-H**

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.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 270-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

**BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 270-H entitled:**

**PROPOSED ORDINANCE NO. 270-H**

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.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 265-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Komell moved with the second of Councilmember Kennedy that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 265-H entitled:

PROPOSED ORDINANCE NO. 265-H

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.

be adopted on final reading.


In connection with reports, Chris Ballestra, City Development Administration Managing Director gave a presentation regarding the Pier Follow-Up Report. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Gene Smith, 430 5th Street North, expressed his concerns regarding the new St. Petersburg Pier.
2. Joni James, 244 2nd Avenue North, expressed her support of requesting $14 million for the new St. Petersburg Pier.
3. Chris Steinocher, 100 2nd Avenue North, expressed his support of requesting $14 million for the new St. Petersburg Pier.
4. Lee Allen, expressed his concerns regarding the new St. Petersburg Pier.

No action was taken.

Chair Rice recessed the meeting at 8:37 p.m. for a short break.

Chair Rice reconvened the meeting at 8:51 p.m.

In connection with reports, Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolutions be adopted:

2017-255  A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE 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 POLITICAL 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 CONSEQUENTIALY REDUCE THE PURCHASE PRICE FROM $663,000 TO $617,904, AND TO EXTEND THE CLOSING DATE OF THE SALE AND PURCHASE AGREEMENT TO THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT, AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

2017-256

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A MEMORANDUM OF UNDERSTANDING AS AMENDED ("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.


In connection with a new business item presented by Councilmember Amy Foster, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Kennedy that the following resolution be adopted

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council increase the dollar value threshold for City Council review and approval from $50,000 to $100,000.


In connection with a new business item presented by Councilmember Amy Foster, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Montanari that the following resolution be adopted

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services & Infrastructure Committee for consideration to consider a discussion on plan review and inspection services for the Planning and Economic Development Department.

In connection with a new business item presented by Councilmember Karl Nurse, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Foster that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Housing Services Committee for consideration to consider an amendment to the City Code to require both low flow toilets and R-30 attic insulation in rental housing.


In connection with a new business item presented by Vice-Chair Lisa Wheeler-Bowman, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request an update on Commerce Park.


In connection with a new business item presented by Vice-Chair Lisa Wheeler-Bowman, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request an update on the I-275 underpass project on Historic 22nd Street South.


In connection with a new business item presented by Councilmember Kornell, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request 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.

In connection with a new business item presented by Chair Rice, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Gerdes that the following resolution be adopted:

2017-257 A RESOLUTION OPPOSING SEISMIC AIR-GUN TESTING AND OFFSHORE DRILLING ACTIVITIES; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Homeless Leadership Board report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Homeless Leadership Board report presented by Councilmember Amy Foster.


In connection with the Public Arts Commission report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services and Infrastructure Committee for consideration to consider 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.


Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Arts Commission report presented by Councilmember Steve Kornell.


In connection with the Tampa Bay Regional Planning Council report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Tampa Bay Regional Planning Council report presented by Councilmember Steve Kornell.


In connection with the Budget, Finance and Taxation report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the April 13, 2017 Budget, Finance and Taxation Committee report presented by Councilmember James R. Kennedy, Jr.


In connection with the Public Services and Infrastructure Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee report of April 13, 2017 presented by Councilmember Steve Kornell.


In connection with the Energy, Natural Resources and Sustainability Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

179

04/20/2017
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA ("CITY"), REQUESTING THAT ANY MONIES REIMBURSED TO THE CITY AT THE CONCLUSION OF THE CROSS BAY FERRY PILOT PASSENGER FERRY SERVICE BE RETURNED TO THE AVAILABLE BALANCE OF THE GENERAL FUND (0001) BP SETTLEMENT FUNDING; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Kornell moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Energy, Natural Resources and Sustainability Committee report of April 13, 2017 presented by Councilmember Steve Kornell.


In connection with the Co-Sponsored Events Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

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.


Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Co-Sponsored Events Committee report of April 20, 2017 presented by Councilmember Charles Gerdes.

In connection with the Tampa Bay Water report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Tampa Bay Water report presented by Councilmember Karl Nurse.


In connection with a Legal item, City Attorney Jacqueline Kovilaritch announced an Attorney-Client Session, 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.

In connection with the Pier Follow-Up report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted as amended:

2017-260 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.

CONSENT AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A
April 20, 2017

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.

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.

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.

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 $663,900 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 $3,000 for the entire term.

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.

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

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]
There being no further business, Chair Rice adjourned the meeting at 10:08 p.m.

Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:
Chan Srinivasa, City Clerk
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Approving a contract with the Pinellas County Supervisor of Elections for support services for the 2017 Primary Election

EXPLANATION:

The City is contracting with the Supervisor of Elections to conduct a Primary Election to be held on Tuesday, August 29, 2017, at an estimated cost of $255,422.76. This estimate does not include costs for legal advertisements/publications, polling place change notices, or translation services needed for purposes of compliance with Section 203 of the Voting Rights Act (52 U.S.C. § 10503).

Administration recommends approval of the contract with the Pinellas County Supervisor of Elections for these services.

COST/FUNDING INFORMATION:

Funds are included in the FY 2017 Operating Budget, City Clerk’s Department.

ATTACHMENT: Resolution
Proposed Contract

APPROVALS:

Administration: .......................................................... ..........................................................

Budget: ..................................................................................................................................
WHEREAS, the City contracts with the Pinellas County Supervisor of Elections for support services related to municipal elections; and

WHEREAS, the estimated cost associated with these services for the non-partisan primary election to be held on August 29, 2017, is $255,422.76 for election administration (administration fee is $0.40 per registered voter) mail ballot kits, voting equipment and supplies delivery/pick up to and from each polling location, printing of precinct, provisional, duplicate and test ballots, poll worker training/salaries, etc.

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 approve the contract with the Pinellas County Supervisor of Elections for support services for the 2017 Municipal Primary Election to be held on August 29, 2017.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

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

SUBJECT: A resolution calling for a non-partisan primary election for the nomination of candidates for Mayor and Council Members for Districts 2, 4, 6, and 8.

EXPLANATION:

Pursuant to City Charter section 5.05, a non-partisan primary election for the nomination of candidates must be held on Tuesday, August 29, 2017, which is ten weeks prior to the general municipal election to be held on November 7, 2017 (the first Tuesday following the first Monday in November of an odd-numbered year).

Pursuant to City Charter section 3.02, this primary election is for the nomination of candidates for Mayor and Council Members representing Districts 2, 4, 6, and 8.

City Charter section 5.05(a) requires that this primary election be called by the City Council pursuant to a resolution and that notice of the election be published in a newspaper published in the City, with the last publication appearing at least ten days prior to the date of holding the election.

Additionally, the Director of the Census has determined that Pinellas County is subject to the bilingual election requirements of Section 203 of the Voting Rights Act (52 U.S.C. § 10503) with respect to people of Hispanic heritage. As a result, all voting materials produced by the City for this primary election (including registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots) must be provided in both English and Spanish.
A RESOLUTION CALLING A NON-PARTISAN PRIMARY ELECTION TO BE HELD ON TUESDAY AUGUST 29, 2017, FOR THE NOMINATION OF CANDIDATES FOR MAYOR AND COUNCIL MEMBERS FOR DISTRICTS 2, 4, 6, AND 8; REQUESTING THE CITY CLERK PROVIDE NOTICE OF THE PRIMARY ELECTION IN ACCORDANCE WITH APPLICABLE LAW AND TAKE ALL OTHER ACTIONS NECESSARY OR USEFUL TO CARRY OUT THIS ELECTION IN ACCORDANCE WITH APPLICABLE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City Charter section 5.02(b), a general municipal election must be held on Tuesday, November 7, 2017, as the first Tuesday following the first Monday in November of an odd-numbered year; and

WHEREAS, pursuant to City Charter section 5.05(a), a non-partisan primary election for the nomination of candidates must be held on Tuesday, August 29, 2017, as the Tuesday ten weeks prior to that general election; and

WHEREAS, pursuant to City Charter section 3.02, this primary election is for the nomination of candidates for Mayor and Council Members for Districts 2, 4, 6, and 8; and

WHEREAS, pursuant to City Charter section 5.05(a), this primary election must be called by City Council through a properly-adopted resolution, with notice of that primary election provided in a daily newspaper published in the City; and

WHEREAS, all voting materials provided by the City for an election must be provided in both English and Spanish pursuant to the bilingual election requirements of Section 203 of the Voting Rights Act (52 U.S.C. § 10503) with respect to people of Hispanic heritage.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a non-partisan primary election is called for August 29, 2017, for the purpose of nominating candidates for Mayor and Council Members for Council Districts 2, 4, 6, and 8.

BE IT FURTHER RESOLVED that the City Clerk is requested to provide notice of this primary election as required by law and take all other actions necessary or useful to carry out this election in accordance with applicable law, including the provision of all voting materials in both English and Spanish in accordance with section 203 of the Voting Rights Act.
This resolution shall become effective immediately upon its adoption.

Approved as to form and content

[Signature]

City Attorney or (Designee)
Bill To
City of St Petersburg
Attn: City Clerk
175 5th Street North
St Petersburg, FL 33701

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Total $255,422.76

Balance Due $255,422.76
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $37,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: The Administration requests supplemental appropriations from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $37,000.

The funds appropriated from the Federal Justice Forfeiture Fund (1602) in the amount of $32,000 will be used for the purchase of four (4) radar speed trailers. Speed trailers visually display drivers’ real-time speed compared to the posted speed limit. The speed trailers are equipped with traffic data systems which will capture the number of vehicles and their speed and then store the information on a removable data card. The data can be broken out by specific area and can include speed ranges by date and time. They can be used in residential and commercial areas and are effective in reducing speeds while increasing awareness of local speed limits. The Traffic Division and Community Service Officers will use the trailers in areas where there is concern relative to excessive speeding. Funds appropriated in the amount of $5,000 will be used to fund Department representation during Police Week at the National Law Enforcement Officers Memorial in Washington, D.C. to memorialize fallen officers, including participation in the annual Law Enforcement United – Road to Hope.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution approving a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858) in the amount of $37,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING INFORMATION: Funds for the purchase of the four (4) radar speed trailers and for the St. Petersburg Police Department participation in the Law Enforcement United – Road to Hope will be available after the approval of a supplemental appropriation in the amount of $37,000 from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Forfeiture (140-2858). The estimated fund balance of the Federal Justice Forfeiture Fund (1602) after this appropriations is $20,000 and the estimated combined fund balance of all Law Enforcement Trust Funds (1601, 1602 and 1603) is $415,000.

Attachment: Resolution
Approvals:

Administration: ___________________________  Budget: ___________________________

Legal: 00324198.doc V. 2
Resolution No. 2017-_______

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION FROM THE UNAPPROPRIATED BALANCE OF THE FEDERAL JUSTICE FORFEITURE FUND (1602) TO THE POLICE DEPARTMENT, FEDERAL JUSTICE FORFEITURE (140-2858) IN THE AMOUNT OF $37,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Administration has requested a supplemental appropriation from the unappropriated balance of the Federal Justice Forfeiture Fund (1602) to the Police Department, Federal Justice Treasury (140-2858) in the amount of $37,000; and

WHEREAS, the funds appropriated will be used to purchase four (4) radar speed trailers ($32,000) to be used to capture data to include the number of vehicles and their speed broken out by specific area by date and time and to fund Police Department representation during Police Week at the National Law Enforcement Officers Memorial in Washington, D.C. ($5,000) to memorialize fallen officers, including participation in the annual Law Enforcement United – Road to Hope; and

WHEREAS, the requested appropriation is for authorized uses of the Federal Justice Forfeiture Fund (1602).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the unappropriated balance of the Federal Justice Forfeiture Fund (1602), the following supplemental appropriation for FY 2017:

Federal Justice Forfeiture Fund (1602)  
Police Department, Federal Justice Forfeiture (140-2858) $ 37,000

; and

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

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal:__________________________ Administration:__________________________

Budget:__________________________

Legal: 00324199.doc V. 2

Page 1 of 1
SUBMITTING DEPARTMENT: Planning and Economic Development

DEPARTMENT CONTACT & PHONE #: Noah Taylor (893-7283)

AGENDA CATEGORY: Consent

AGENDA SUBJECT MATTER: A resolution authorizing the mayor or his designee to enter into a federally funded subaward and grant agreement ("grant") with the Florida division of emergency management ("division") for flood mitigation of two homes at a maximum cumulative reimbursement amount of $411,997.38; and to execute all other documents necessary to the grants, including but not limited to the city’s agreement with the division and the city’s agreement with the homeowners; and providing an effective date.

APPROVALS:

Administrative: [Signature]

Legal: [Signature]

Is attached back-up material complete? Yes
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 1, 2017

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

SUBJECT: A resolution authorizing the mayor or his designee to enter into a federally funded subaward and grant agreement ("grant") with the Florida division of emergency management ("division") for flood mitigation of two homes at a maximum cumulative reimbursement amount of $411,997.38; and to execute all other documents necessary to the grants, including but not limited to the city’s agreement with the division and the city’s agreement with the homeowners; and providing an effective date.

EXPLANATION:

The Florida Division of Emergency Management ("Division") through the Federal Emergency Management Agency (FEMA) has made grant funds available for mitigation of repetitive flood loss properties. The City applied for the grant, which does not require a match for this grant cycle, and was awarded $411,997.38. The City will enter into a Federally Funded Sub-grant Agreement with the Division for the receipt of the grant funds. The City will also enter into agreements with two homeowners in the Shore Acres Neighborhood that were approved to participate in the flood mitigation program. The City’s agreement with the homeowners provides that the funds be disbursed for reimbursement of costs incurred for the flood mitigation projects. The grant will fund the elevation of two homes, and is the result of the City’s proactive initiative to inform and promote FEMA mitigation grant opportunities to repetitive loss property owners.

RECOMMENDATION:

Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to enter into the Federally Funded Sub-grant Agreement ("Grant") with the Florida Division of Emergency Management ("Division") for flood mitigation of two homes at a cumulative maximum reimbursement amount of $411,997.38; and to execute all other documents necessary to the Grants, including but not limited to the City’s agreement with the Division and the City’s agreement with the homeowners; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:

Revenues of up to $411,997.38 will be received from the Florida Division of Emergency Management ("Division") and the Federal Emergency Management Agency (FEMA) to be disbursed to the homeowners for reimbursement of costs incurred for the flood mitigation projects. No supplemental budget appropriation will be necessary. As per Section 216.181 (16), Florida Statutes, the City may request advance payment for the first three months of the contract term.
ATTACHMENTS: Resolution, Agreement

APPROVALS:

Legal: __________________________ Administration: __________________________
Resolution No. 2017-_______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT ("GRANT") WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("DIVISION") FOR FLOOD MITIGATION OF TWO HOMES WITH A MAXIMUM CUMULATIVE REIMBURSEMENT AMOUNT OF $411,997.38; AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE GRANTS, INCLUDING BUT NOT LIMITED TO THE CITY'S AGREEMENT WITH THE DIVISION AND THE CITY'S AGREEMENTS WITH THE HOMEOWNERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") is dedicated to protecting the health and property of its citizens; and

WHEREAS, St. Petersburg has numerous repetitive loss properties due to flooding events; and

WHEREAS, the application for Flood Hazard Mitigation Assistance Grant funds was initiated by the City in an effort to mitigate repetitive loss properties in the Special Flood Hazard Area throughout St. Petersburg; and

WHEREAS, the Florida Division of Emergency Management ("Division") and the Federal Emergency Management Agency (FEMA) has awarded a Flood Mitigation Assistance Grant with a maximum cumulative reimbursement amount of $411,997.38 to the City for mitigation of two homes ("Project"); and

WHEREAS, the Project includes the elevation of two homes in the Shore Acres neighborhood; and

WHEREAS, the City was able to apply for the Grant funds that require no match for this grant cycle.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida ("City"), that the Mayor or his designee is authorized to enter into a Federally Funded Subaward and Grant Agreement ("Grant") with the Florida Division of Emergency Management ("Division") for flood mitigation of two homes at a maximum cumulative reimbursement amount of $411,997.38; and to execute all other documents necessary to effectuate the Grant, including but not limited to the City’s agreement with the Division and the City’s agreements with the homeowners.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: [Signature]  Administration: [Signature]
2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient’s name: City of Saint Petersburg
Sub-Recipient’s unique entity identifier: 59-6000424
Federal Award Identification Number (FAIN): EMA-2016-FM-E001
Federal Award Date: September 20, 2016
Subaward Period of Performance Start and End Date: 09/20/2016–10/30/2018
Amount of Federal Funds Obligated by this Agreement: $411,997.38
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: $411,997.38
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity: $411,997.38
Federal award project description (see FFATA): Elevation
Name of Federal awarding agency: Federal Emergency Management Agency
Name of pass-through entity: FL Division of Emergency Management
Contact information for the pass-through entity: Susan Harris-Council, Project Manager
Catalog of Federal Domestic Assistance (CFDA) Number and Name: 97.029 – Flood Mitigation Assistance
Whether the award is R&D: N/A
Indirect cost rate for the Federal award: N/A
THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Saint Petersburg, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division’s Grant Manager shall be responsible for enforcing performance of this Agreement’s terms and conditions and shall serve as the Division’s liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division’s Grant Manager for this Agreement is:

Ms. Susan Harris-Council, Project Manager
FL Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-414-8419
Email: Susan.Harris-Council@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Mr. Noah Taylor, CRS Coordinator
Post Office Box 2842
Saint Petersburg, Florida 33731
Telephone: 727-893-7283
Email: noah.taylor@stpete.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.
(4) **TERMS AND CONDITIONS**
This Agreement contains all the terms and conditions agreed upon by the parties.

(5) **EXECUTION**
This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) **MODIFICATION**
Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) **SCOPE OF WORK.**
The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) **PERIOD OF AGREEMENT.**
This Agreement shall begin upon execution by both parties and shall end on October 30, 2018, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) **FUNDING**
a. This is a cost-reimbursement Agreement, subject to the availability of funds.
b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $411,997.38.
d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any
false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
   i. The required minimum acceptable level of service to be performed; and,
   ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:
   i. They are provided under established written leave policies;
   ii. The costs are equitably allocated to all related activities, including Federal awards; and,
   iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-
Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of
submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies’ performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.
(11) **AUDITS**

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

   DEMSingle_Audit@em.myflorida.com
   OR
   Office of the Inspector General
   2555 Shumard Oak Boulevard
   Tallahassee, Florida  32399-2100

   g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

   http://harvester.census.gov/fac/collect/ddeindex.html

   h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:
(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. “Acceptable to the Division” means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

(13) MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is
appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-
Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division’s review and comments shall not constitute an approval of the subcontract. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal
laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor’s performance of work under this Agreement, to the extent allowed and required by law.

   g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

   h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

   i. Place unreasonable requirements on firms in order for them to qualify to do business;

   ii. Require unnecessary experience or excessive bonding;

   iii. Use noncompetitive pricing practices between firms or between affiliated companies;

   iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

   v. Authorize, condone, or ignore organizational conflicts of interest;

   vi. Specify only a brand name product without allowing vendors to offer an equivalent;

   vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

   viii. Engage in any arbitrary action during the procurement process; or,

   ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

   i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

   j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

   k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

   l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703,
Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

   i. Exhibit 1 - Funding Sources
   ii. Attachment A – Budget and Scope of Work
   iii. Attachment B – Program Statutes and Regulations
   iv. Attachment C – Statement of Assurances
   v. Attachment D – Request for Advance or Reimbursement
   vi. Attachment E – Justification of Advance Payment
   vii. Attachment F – Quarterly Report Form
   viii. Attachment G – Warranties and Representations
   ix. Attachment H – Certification Regarding Debarment, Suspension, Ineligibility
   x. Attachment I – Federal Funding Accountability and Transparency Act

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient’s quarterly reporting as referenced in Paragraph 7 of this Agreement.
c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management”, and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florid Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.
j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

   i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

   ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in
connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK
EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is
inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) **LEGAL AUTHORIZATION.**

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) **EQUAL OPPORTUNITY EMPLOYMENT**

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which
are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).
ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF SAINT PETERSBURG

By: ________________________________
Name and title: ________________________________
Date: ________________________________
FID# ________________________________

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: ________________________________
Name and Title: Bryan W. Koon, Director
Date: ________________________________
THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance Number: 97.029
Amount of Federal Funding: $411,997.38

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  - Commonly Applicable Statutes and Regulations
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:
List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-recipient.
Attachment A

Scope of Work and Budget

FMA-PJ-04-FL-2015-006

Homeowner:  John Della Costa  
Property Address:  1666 North Dakota Ave. NE, St. Petersburg, Florida 33703

Homeowners:  Anita Sabia  
Property Address:  5100 Grand Canal Blvd., St. Petersburg, Florida 33703

STATEMENT OF PURPOSE

The purpose of this Scope of Work (SOW) is to elevate two properties located in City of St. Petersburg, Florida. The project is funded through the Flood Mitigation Assistance Grant Program (FMA) FMA-PJ-04-FL-2015-006 as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the elevation of the above referenced properties to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of St. Petersburg agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Flood Mitigation Assistance (FMA) project, the Sub-Recipient, City of St. Petersburg, Florida, shall ensure that the above residences are retrofitted by elevating the structures above the Base Flood Elevation using 2 feet of freeboard to comply with the local ordinance. In both cases, the elevation will be achieved through a slab elevation and construction of a new foundation and foundation walls to support the structure.

The habitable living areas of the original structures will be elevated and the non-habitable areas (if any) will be converted to storage or parking. Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below the BFE will be flood-resistant. The electrical and mechanical equipment outside the structure will also be elevated to three feet above the BFE in accordance with ASCE-24 guidelines and in compliance with the Florida Building Code and/or local floodplain ordinances or any other applicable local regulations.

TASKS & DELIVERABLES:

A. Tasks

1) The Sub-Recipient shall allow the Homeowner to select a qualified and licensed Florida contractor to complete the scope of work as approved by the Division and FEMA.

2) The Homeowner shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.
The Homeowner and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects and will provide an executed “Debarment, suspension, Ineligibility, Voluntary Exclusion Form” for each contractor or subcontractor performing services under this Agreement.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

3) The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Local Building Official Building Permit
b) A copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

c) A copy of Elevation Certificate before mitigation, if available.
d) A copy of the Elevation Certificate after mitigation.
e) All Product Specifications / Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized.
f) Signed notices from the affected property owner in the SFHA that the Sub-Recipient will record a Deed Notice applicable to their property, as described in section (g), below, and that they will maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction’s land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

“This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a. Failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to
i) Proof of compliance with Project Requirements and Conditions contained herein.

4) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient’s project personnel with each reimbursement request, attesting to the percentage of work completed, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services; and
c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient’s final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

Mitigation activities consist of retrofitting by elevating the structures above the Base Flood Elevation using 2 feet of freeboard to comply with the local ordinance. In both cases, the elevation will be achieved through a slab elevation and construction of a new foundation and foundation walls to support the structure.

The habitable living areas of the original structures will be elevated and the non-habitable areas (if any) will be converted to storage or parking. Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below the BFE will be flood-resistant. The electrical and mechanical equipment outside the structure will also be elevated to three feet above the BFE in accordance with ASCE-24 guidelines and in compliance with the Florida Building Code and/or local floodplain ordinances or any other applicable local regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. Engineering

1) Upon completion of the project, the Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division’s Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final approval; as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D. Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date
of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-245-6333), and the Division’s State Environmental Officer within 24 hours of the discovery. Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) The use of Best Management Practices (BMPs) shall be used during project construction.

E. **Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.

3) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

4) The Sub-Recipient must avoid duplication of benefits between the FMAP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

**FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient’s program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**BUDGET**

**Funding Summary**

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<th>Federal Share</th>
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**Line Item Budget***

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*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

**Line Item Budget***

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*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.
**SCHEDULE OF WORK:**

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<th>Duration</th>
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<td>Engineering, Permitting, Inspection</td>
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<td>Construction Bids for Contract</td>
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<td>Construction Permits</td>
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<td>State Final Inspection / Acceptance</td>
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This is FEMA project number FMA-PJ-04-FL-2015-006, City of St. Petersburg Elevation Project.

The Period of Performance (POP) for this project shall end on **October 30, 2018.**
Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
2. 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
3. State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
4. Hazard Mitigation Assistance Guidance - February 27, 2015 Update; and
5. All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, than the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

1. The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act Of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a
Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient’s chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

   (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

   (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with:

   (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-
recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layofftermination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the “Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-
recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

1. Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
2. Return the property to its natural state as though no improvements had ever been contained thereon.
3. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient’s jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
4. Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present
5. Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
6. Leave the demolished site clean, level and free of debris.
7. Notify the Division promptly of any unusual existing condition which hampers the contractor’s work.
(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.
DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT NAME: City of Saint Petersburg

REMIT ADDRESS: ________________________________

CITY, STATE, ZIP CODE: ________________________________

PAYMENT #: ___________ CONTRACT #: 17FM-S7-08-62-02-__

FEMA TRACKING #: FMA-PJ-04-FL-2015-006 INVOICE PERIOD: ___________ to ___________

<table>
<thead>
<tr>
<th>Eligible Amount</th>
<th>Obligated Federal %</th>
<th>Obligated Non-Federal %</th>
<th>Previous Payments</th>
<th>Current Request</th>
<th>DEM Use Only</th>
</tr>
</thead>
<tbody>
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TOTAL CURRENT REQUEST: $ ________________

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812

SUB-RECIPIENT SIGNATURE: __________________________________________

NAME AND TITLE: ________________________________ DATE: __________

APPROVED PROJECT TOTAL $ ________________

ADMINISTRATIVE COST $ ________________ GOVERNOR’S AUTHORIZED REPRESENTATIVE

APPROVED FOR PAYMENT $ ________________ DATE ________________
## SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

<table>
<thead>
<tr>
<th>SUB-RECIPIENT:</th>
<th>City of Saint Petersburg</th>
<th>DISASTER #:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT #:</td>
<td>17FM-S7-08-62-02- _ _ _</td>
<td>FEMA TRACKING #:</td>
<td>FMA-PJ-04-FL-2015-006</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant’s Reference No. (Warrant, Voucher, Claim check, or Schedule No.)</th>
<th>Date of delivery of articles, completion of work or performance services.</th>
<th>DOCUMENTATION</th>
<th>Applicant’s Eligible Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>List documentation (applicant’s payroll, material out of applicant’s stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.</td>
<td>100%</td>
<td>100%</td>
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Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Saint Petersburg

If you are requesting an advance, indicate same by checking the box below.

[___] ADVANCE REQUESTED

Advance payment of $_______________ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

<table>
<thead>
<tr>
<th>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</th>
<th>20___-20___ Anticipated Expenditures for the First Three Months of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Example ADMINISTRATIVE COSTS (Include Secondary Administration)</td>
<td></td>
</tr>
<tr>
<td>For Example PROGRAM EXPENSES</td>
<td></td>
</tr>
<tr>
<td>TOTAL EXPENSES</td>
<td></td>
</tr>
</tbody>
</table>

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).
<table>
<thead>
<tr>
<th>RECEIPT</th>
<th>City of Saint Petersburg</th>
<th>PROJECT #:</th>
<th>FMA-PJ-04-FL-2015-006</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT TYPE:</td>
<td>CONTRACT#:</td>
<td>17FM-S7-08-62-02-</td>
<td></td>
</tr>
<tr>
<td>DISASTER NUMBER:</td>
<td>QUARTER ENDING:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Provide amount of advance funds disbursed for period (if applicable): $__________

Provide reimbursement projections for this project:
- July-Sep 20__$_______
- Oct-Dec 20__$_______
- Jan-Mar 20__$_______
- Apr-June 20__$_______
- July-Sep 20__$_______
- Oct-Dec 20__$_______
- Jan-Mar 20__$_______
- Apr-June 20__$_______

Percentage of Work Completed (may be confirmed by state inspector's): ____________ %

Project Proceeding on Schedule: [___] Yes [___] No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: [___] Cost Unchanged [___] Under Budget [___] Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form ________________________________________
Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient’s financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: Monday – Friday 8:00 a.m. until 4:30 p.m.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.
Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, City of Saint Petersburg, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient’s subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

________________________________________

By: ________________________________

Signature

City of Saint Petersburg

Sub-recipient’s Name

17FM-S7-08-62-02-_____

Name and Title

DEM Contract Number

FMA-PJ-04-FL-2015-006

Street Address

FEMA Project Number

City, State, Zip

Date
Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: FMA-PJ-04-FL-2015-006
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: $411,997.38
OBLIGATION/ACTION DATE: September 20, 2016
SUBAWARD DATE (if applicable): __________________________

DUNS#: __________________________
DUNS# +4: __________________________

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.
Homeowner:  John Della Costa  
Property Address:  1666 North Dakota Ave. NE, St. Petersburg, Florida 33703  

Homeowners:  Anita Sabia  
Property Address:  5100 Grand Canal Blvd., St. Petersburg, Florida 33703  

As a Flood Mitigation Assistance (FMA) project, the Sub-Recipient, City of St. Petersburg, Florida, shall ensure that the above residences are retrofitted by elevating the structures above the Base Flood Elevation using 2 feet of freeboard to comply with the local ordinance. In both cases, the elevation will be achieved through a slab elevation and construction of a new foundation and foundation walls to support the structure.

The habitable living areas of the original structures will be elevated and the non-habitable areas (if any) will be converted to storage or parking. Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below the BFE will be flood-resistant. The electrical and mechanical equipment outside the structure will also be elevated to three feet above the BFE in accordance with ASCE-24 guidelines and in compliance with the Florida Building Code and/or local floodplain ordinances or any other applicable local regulations.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**Providing the Zip+4 ensures that the correct Congressional District is reported.**
1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes □  No □

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes □  No □

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax-qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.
TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion __________________)

<table>
<thead>
<tr>
<th>Rank (Highest to Lowest)</th>
<th>Name (Last, First, MI)</th>
<th>Title</th>
<th>Total Compensation for Most Recently Completed Fiscal Year</th>
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<tbody>
<tr>
<td>1</td>
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THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: __________________________________________

NAME AND TITLE: ______________________________________

DATE: ________________________________
Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:


APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an institutional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section.

a. Instruction means the teaching and training activities of an institution, except for research training as provided in subsection b. This term includes all teaching and training activities, whether they are offered for credit toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic deparments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

b. Organized research means all research and development activities of an institution and of any affiliate of the institution, if the research is sponsored by any Federal agency.

c. Departmental research means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

2. Criteria for Distribution

a. Base period. A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be as selected as to avoid inequities in the distribution of costs.

b. Need for cost groupings. The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B. Identification and assignment of indirect (F&A) costs, to