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/proceedings or have any questions, please contact the City Clerk’s Office at 893-7448.
A. Meeting Called to Order and Roll Call.

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

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

Firefighter William K. Walker - October 10, 1948
Officer James W. Thornton - October 16, 1937
Officer William G. Newberry - October 17, 1937
Officer Eugene W. Minor - October 25, 1929

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 294-H amending Article V of the St. Petersburg City Code by adding Division 8, entitled Living Wage Requirements for Major Contracts, to provide for implementation of a minimum hourly wage for employees of certain contractors and subcontractors; providing findings; providing for definitions; prohibiting retaliation against employees for
exercising their rights pursuant to this ordinance; providing remedies for aggrieved employees; providing for penalties. [DELETED]

2. Ordinance 295-H of the City of St. Petersburg, amending Chapter 28, vehicles for hire to add transportation network company vehicles as exempt vehicles; deleting the requirement for a public vehicle drivers permit and references to said permit; removing some requirements for vehicles for hire to more closely align with state requirements for transportation network companies; amending categories relating to fees for public vehicles in Section 12-6(9).

3. Ordinance 300-H making findings regarding the need to enact campaign finance reform for municipal elections in the City of St. Petersburg; amending the City Code to add contribution limits for Municipal Elections.

4. Ordinance 301-H making findings regarding the need to enact campaign finance reform for municipal elections in the City Of St. Petersburg; amending the city code to add disclosure requirements for independent expenditures for municipal elections and disclaimers.

5. Ordinance 302-H making findings regarding the need for increased disclosure of independent expenditures, expenditures for electioneering communications, and other campaign finance matters related to City elections; amending the City Code to require such disclosure; and providing an effective date.

6. Ordinance 304-H of the City of St. Petersburg amending Section 20-122 of the City Code to add driving under the influence pursuant to Florida Statute 316.193 as a criteria for motor vehicle seizure and impoundment; increasing the time to schedule preliminary and final hearings from two to five days.

7. Ordinance 305-H making findings regarding the City Code section governing the naming and renaming of City lands, facilities, and buildings; amending that section to improve clarity, reflect the name of the Duke Energy Center for the Arts and the Mahaffey Theater, and authorize temporary naming of any portion of the Mahaffey Theater facility pursuant to a naming rights agreement approved by resolution.

E. Reports

1. Tampa Bay Catastrophic Plan: Project Phoenix

2. Seagrass Mitigation Update

3. Approval of funding for social services programs for the period of October 1, 2017 through September 20, 2018 in the amount of $478,800.

4. Sewer Report

(a) Accepting a bid from Gossamer Bay, Inc. dba Universal Controls Instrument Service Company for technical staffing of on-site instrument and process control technicians for the Water Resources Department, at an estimated annual cost of $685,350, for a total contract amount of $2,056,050.

(b) Authorizing the Mayor or his designee to execute Amendment No. 2 to the Architect/Engineering Agreement with CH2M HILL Engineers, Inc. (“A/E”) dated June 17, 2016 for additional professional engineering services and reductions in previously
approved services for the Wet Weather Overflow Mitigation Program – Phase II Project resulting in a net decrease in the amount of ($277,281) for a total Agreement amount not to exceed $4,103,519 (Engineering Project No. 16080-111, Oracle No. 15411); authorizing the Mayor or his designee to execute Amendment No. 2 and all documents necessary to effectuate this transaction.

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

Setting October 19, 2017 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance approving a vacation of a 129.82 foot portion of a 16-foot wide east/west alley northwest of the intersection of 16th Street North and 1st Avenue North. (City File 17-33000012)

2. Ordinance approving a vacation of a 10-foot wide east/west utility easement and a 10-foot wide north/south alley in the block south of 3rd Avenue North and east of 5th Street North and north of the 20-foot east/west alley in the block. (City File 17-33000014)

G. New Business

1. Requesting a discussion or referral to a Committee of the Whole on expanding the Housing Committee to include land use and transportation and renaming the committee the Housing, Land Use and Transportation Committee. (Councilmember Kennedy)

2. Requesting a discussion or referral to a Committee of the Whole on expanding and renaming the Energy, Natural Resources and Sustainability Committee to Health, Energy, Resiliency and Sustainability Committee. (Chair Rice)

H. Council Committee and Intergovernmental Reports

1. Committee of the Whole: Regional Transit Feasibility Plan (9/21/17) [DELETED]

2. Energy, Natural Resources & Sustainability Committee (9/21/17)

3. Budget, Finance & Taxation Committee (9/28/17)

   (a) Authorizing the issuance of a not to exceed $120,000,000 City of St. Petersburg, Florida Public Utility Subordinate Lien Bond Anticipation Note, Series 2017, to finance and/or reimburse the acquisition, construction and erection of additions, improvements, and extensions to the City’s Public Utility System; providing for the payment of such note from a first lien on proceeds of a series of Senior Lien Bonds expected to be issued on or prior to the maturity date of such note and net revenues of the City’s Public Utility System on a junior and subordinate lien basis, in all respects, with respect to certain bonds heretofore issued by the City, and on a parity lien basis with respect to certain loan agreements entered into with the Florida Department of Environmental Protection; providing for the sale and approval of the form of such note; appointing a paying agent and registrar for such note; making other covenants and agreements in connection therewith; providing certain other matters in connection therewith.

4. Public Services & Infrastructure Committee (9/28/17)

5. Committee of the Whole: Complete Streets (9/28/17) [DELETED]
I. Legal
J. Open Forum
K. Adjournment
St. Petersburg
Community Redevelopment Agency (CRA)
October 5, 2017

1. City Council Convenes as Community Redevelopment Agency.

2. A resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the proposed plan to construct a multi-story, 176,226 square foot police station, located at 1301 1st Avenue North, consistent with the Intown West Redevelopment Plan. (City File IWRP 17-1a)

3. Adjournment of Community Redevelopment Agency and reconvening of City Council.
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 renewal of a blanket purchase agreement with IPS Group Inc. for pay-by-credit-card parking meter mechanisms and related services, at an estimated annual cost of $38,000, for a total contract amount of $501,220.
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.

(City Development)

1. Resolution approving the plat of Crescent Lake Villas, generally located at 435 13th Avenue North. (City File 17-20000001)

2. A resolution declaring Streetline, Inc. ("Streetline") to be a sole source supplier for parking occupancy analytics and guidance services; approving a three year agreement with one three year renewal option between the City of St. Petersburg, Florida ("City") and Streetline for Streetline to provide parking occupancy analytics and guidance services at no cost to the City; authorizing the City Attorney's Office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute the agreement and all other necessary documents.

3. Authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement with Hap O’Neill, Incorporated, a Florida corporation, d/b/a O'Neill's Marina, to allow for the replacement of an in-ground fuel tank system and to modify the percentage rent schedule, for the marina on City-owned waterfront property located at 6701 - 34th Street South, St. Petersburg, for the remainder of the current term of ten (10) years. (Requires affirmative vote of at least six (6) members of City Council.)

4. Authorizing the Mayor, or his designee, to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of unimproved City-owned property located at approximately 1120 – 16th Street South, St. Petersburg, for overflow vehicular parking while hosting a community event, for a nominal fee of $10.00.

5. A resolution authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated July 24, 2014 for an Unlimited Access Program to extend the term for a period commencing on October 1, 2017 and terminating on September 30, 2018; and providing an effective date.

6. A resolution authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated September 20, 2016 to extend the term for a period commencing on October 1, 2017 and terminating on September 30, 2018; and providing an effective date.

7. A resolution authorizing the Mayor or his designee to execute Amendment No. 2 to the FTA Pass Through Agreement for FTA Section 5309 Planning Activities between the
City of St. Petersburg and Forward Pinellas to fund the Downtown St. Petersburg Intermodal Facility Study that extends the project completion date to September 30, 2018 and modifies the scope of work; authorizing the Mayor or his designee to execute Amendment No. 2 to the Agreement between the City of St. Petersburg and WSP for professional services related to the Study, that extends the project completion date to September 30, 2018 and modifies the scope of work; authorizing the Mayor or his designee to execute all other documents necessary to effectuate this resolution; and providing an effective date.

(Public Works)

8. Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 14-03-LMA/MMP, as amended (“Task Order”) to the architect/engineering agreement dated September 3, 2014, between the City of St. Petersburg, Florida (“City”) and Landon, Moree & Associates, Inc. (“A/E”) for A/E to provide additional engineering services related to the new transient visitor dock facility at the Municipal Marina in an amount not to exceed $3,000 for a total task order amount not to exceed of $193,000 (Engineering Project No. 16062-119; Oracle Project No. 15358).

9. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. CID-15-04-REP (“Task Order”) to the architect/engineering agreement dated December 18, 2015, between the City of St. Petersburg, Florida (“City”) and Renker Eich Parks Architects, Inc. (“A/E”) to provide additional design and permitting services related to the Municipal Services Center Repair and Improvements Project in an amount not to exceed $24,128 and to remove the task (set forth in the Task Order) related to boiler and cooler tower designs in the amount of $9,770; providing that the total Task Order, as amended, shall not exceed $114,323; (Engineering Project No. 16229-019; Oracle Project No. 14607).

(Miscellaneous)

10. Approving precinct polling locations for the November 7, 2017 Municipal General Election.

11. Approving the appointment of poll workers for the November 7, 2017 Municipal General Election.
Note: An abbreviated listing of upcoming City Council meetings.

**Budget, Finance & Taxation Committee**
*Thursday, September 28, 2017, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**
*Thursday, September 28, 2017, 9:15 a.m., Room 100*

**CRA / Agenda Review**
*Thursday, September 28, 2017, 1:30 p.m., Room 100*

**Committee of the Whole: Complete Streets**
*Thursday, September 28, 2017, 2:30 p.m., Room 100*

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

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

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

**City Council Meeting**
*Thursday, October 12, 2017, 3:00 p.m., Council Chamber*
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.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG, AMENDING CHAPTER 28, VEHICLES FOR HIRE TO ADD TRANSPORTATION NETWORK COMPANY VEHICLES AS EXEMPT VEHICLES; DELETING THE REQUIREMENT FOR A PUBLIC VEHICLE DRIVER’S PERMIT AND REFERENCES TO SAID PERMIT; REMOVING SOME REQUIREMENTS FOR VEHICLES FOR HIRE TO MORE CLOSELY ALIGN WITH STATE REQUIREMENTS FOR TRANSPORTATION NETWORK COMPANIES; AMENDING CATEGORIES RELATING TO FEES FOR PUBLIC VEHICLES IN SECTION 12-6(9); AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1. The definition of “Exempt vehicles” in Section 28-1 is hereby amended to read as follows:

*Exempt vehicles* means one of the following:

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

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

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

(4) Motor vehicles operated by a governmental agency.

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

(6) Exclusive ride-sharing vehicles as defined in F.S. § 341.031.
(7) Shuttle services owned and operated directly by a hotel or motel for transportation limited to registered guests thereof.

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

(9) Transportation network company vehicles as defined in F.S. §627.748.

Section 2. The definition of “Public Vehicle driver’s permit” in Section 28-1 is hereby deleted in its entirety.

Section 3. Section 28-14 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 28-14. - Regulations and standards for public vehicles.

(a) All public vehicles which are regulated by this chapter except nonmotorized vehicles and low speed vehicles shall be equipped with the following:

(1) A rear view mirror and a side view mirror on the driver's side;
(2) A speedometer properly installed, in good working order;
(3) Clean, sanitary interior, free from torn upholstery or floor covering and from damaged or broken seats;
(4) Door hinges and latches in good mechanical working order and doors which operate easily and close securely;
(5) Body, fenders, doors, trim and grill reasonably free from cracks, breaks, and dents that would impair the safety or appearance of the public vehicle;
(6) Glass in the windshield and windows that shall be approved safety non-shatterable glass;
(7) Tires of the size appropriate for the public vehicle and with no mismatched "sized" tires. There shall be no cuts into the tire cord or sidewall area or localized worn spots that expose the ply;
(8) An operational horn with the activating button mounted in the location designated by the vehicle designed and assembled by the vehicle manufacturer;
(9) Seat belts that are available for passengers in all seats except jump seats, spaces designed to accommodate wheelchairs or where the seat belts are not required by law. Seat belts in operating condition and easily accessible by all passengers. For the purpose of this section, seat belts which are placed under the seat or between the lower and upper portions of the seat are deemed not easily accessible;
(10) Standard, operational windshield wipers for the entire front windshield which shall be controlled electronically or by vacuum and operated from the interior of the public vehicle. The wiper blades shall be in such a condition as to make firm contact with the windshield when operational, and shall not be torn or badly worn;
(11) An operational parking brake and an operational primary brake system which acts on all of the vehicle's axles; and

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

(b) The public vehicle shall be structurally sound and operate with a minimum of noise and vibration, and the driver's vision shall be unobstructed on all four sides of the public vehicle.

(c) There shall be a place provided for the driver's permit and the driver's appropriate valid State driver's license to be prominently displayed.

(d) Additionally, for taxicabs, the items listed below shall be required:

   (1) The operator's trade name, monogram or insignia, taxicab number and telephone number shall be permanently affixed upon the metal portion of the outside of each side of the taxicab in letters at least three inches high, painted in a color contrasting to that of the taxicab. The color scheme and insignia shall be provided to the City and must be uniform through each fleet of vehicles. If there are any changes in color scheme, insignia, or cruise light design the City shall be notified within ten days of the change.

   (2) A two-way radio or its equivalent shall be installed and operating properly with access to or affiliated with a central dispatch facility.

(3) A taximeter shall be installed and illuminated so as to be easily seen by a passenger sitting in any part of the taxicab.

   a. The taximeter will be of such a type and design as will properly and accurately compute and display on its face the charge for distance traveled or the charge for waiting time.

   b. The operation of any taxicab with a taximeter which is defective or which does not properly and accurately compute and display on its face the charge for distance traveled or the charge for waiting time shall constitute a violation of this article.

   c. The taximeter shall be inspected each time a periodic inspection is made. The taximeter shall be inspected annually by the department of agriculture bureau of weights and measures and their seal affixed to the meter.

   d. No taximeter shall be used between sunset and sunrise unless the face thereof shall be illuminated by a light so arranged as to give continuous light upon the taximeter.

   e. The taximeter shall be one approved by the State department of agriculture bureau of weights and measures or such other enforcing department of the State.

   f. There shall be a signal or other device affixed to the taximeter which indicates whether the taxicab is in use.

(4) Each operator shall have posted inside of each taxicab, in a conspicuous place, the detailed tariff charged or to be charged for transportation; or the tariff must be readily available on any taxicab website or digital application. This tariff shall be printed in such a size as to allow it to be easily readable by persons sitting in the rear seat of the
taxicab. This tariff shall conform to and be an exact duplicate of the tariff filed with the POD as required by this article.

(53) The name of the driver shall be plainly posted on the inside of the taxicab and it shall also state whether the driver is the owner or lessee of the taxicab.

(64) The taxicab may have a roof identification device or a dashboard mounted identification device visible from the exterior indicating that the vehicle is a taxicab which may include a device to indicate whether the taxicab is available for hire or is vacant.

(75) In addition to any vehicle signs allowed by the sign section of the land development regulations, taxicabs shall be allowed one triangular or one two-sided sign on the roof of the taxicab which shall not exceed two feet in height (as measured from the roof) or one one-sided sign which shall be attached to the trunk or bumper and directed toward vehicles following the taxicab. No sign face shall extend beyond any side of the vehicle and no sign face shall exceed five feet in length. If vehicle or window wraps are used, the trade dress insignia must still be readily visible to the public.

(e) Exempt vehicles are not required to comply with this section.

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

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

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

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

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

(5) There shall be a place provided in the vehicle for the public vehicle driver's permit picture to be displayed;

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

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

(9) For pedal buses, the following additional requirements shall be met:
   a. A public vehicle certificate shall be issued provided the applicant meets all the requirements set forth in this chapter and provides a copy of a current, valid license agreement with the City. The public vehicle certificate shall be visible from the exterior of the pedal bus on the rear of the vehicle. Failure to have a current, valid license agreement shall result in immediate revocation of the public vehicle certificate.
   b. A public vehicle certificate holder shall operate the pedal bus within 30 days of obtaining a public vehicle certificate.
   c. No alcoholic beverages other than beer, wine, hard cider or malt based beverages below 19 percent alcohol may be consumed by passengers on the pedal bus. No persons under the age of 21 are allowed on the pedal bus during a ride where alcohol is or is planned on being consumed.
   d. All pedal buses shall require passengers to execute a waiver, approved by the City, prior to boarding the pedal bus. Licensee shall make available for inspection such executed waivers upon the City's request.
   e. A pedal bus shall require all passengers under age 16 to wear helmets and offer helmets for all other passengers, regardless of age, at no cost.
   f. All pedal buses may only be used on public streets designated with a speed limit of 35 miles per hour or less subject to the following exceptions:
      1. *Special events*. Pedal buses shall not operate within half a mile of any boundary of any event declared to be a special event by a resolution adopted by the City Council during the event and for two hours prior to and two hours after the event. The resolution shall delineate the boundaries within which the special event declaration is to be effective.
      2. The pedal bus shall not operate on December 31 and July 4 between and including 5th Avenue North to 5th Avenue South from Tampa Bay to Interstate I-275 after 5:00 p.m. The POD may increase or decrease the distance and time limitations as determined necessary to have unobstructed pedestrian and vehicular access.
      3. *Tropicana Field Events*. Pedal buses shall not operate between and including 6th Street and 20th Street and Central Avenue to 5th Avenue South for 1.0 hour prior to and 1.0 hour after an event held at Tropicana Field.
      4. *Crossing streets*. Pedal buses are allowed on streets designated with a speed limit of over 35 miles per hour for the sole purpose of crossing such portion
where a 35 miles per hour or less speed zone is designated on both sides of the street. The pedal bus shall obey all State laws with regards to road crossings and travelling upon State and county roads.

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

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

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

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

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

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

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

**j.** A violation of the requirements in this section shall constitute a violation of this Code pursuant to Section 1-7 and may be grounds to revoke a public vehicle certificate.

(g) **Low speed vehicles are required to comply with the following:**

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

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

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

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

5. Low speed vehicles shall comply with posted regulations for stopping and standing and shall not stop or stand in on-street spaces reserved for, or marked as, bus stops and trolley stops, but may use on-street spaces reserved for taxicabs;
(6) Low speed vehicles may use available public parking spaces for stopping or standing but shall comply with posted time requirements and meter charges and are subject to ticketing for failure to comply with such requirements;

(7) There shall be a place provided in the vehicle for the public vehicle driver's permit picture to be displayed which shall be readily visible to occupants;

(8) Examples of the color scheme and insignia shall be provided to the City and must be uniform through each fleet of vehicles. In addition to any vehicle signs allowed by the sign section of the land development regulations, low speed vehicles are allowed to have both of the signs allowed for taxicabs and any sign on the roof of the vehicle may have sign faces up to five feet in length. If vehicle or window wraps are used, the trade dress insignia must still be readily visible to the public.

(9) Low speed vehicles shall comply with all traffic regulations and shall not be allowed on any sidewalk;

(10) Low speed vehicles which may charge a fee shall be regulated as a taxicab but shall not be required to have 24-hour dispatch service, a minimum number of public vehicle certificates, or a taxicab meter.

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

(h) Additionally for vessels the following shall be required:

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

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

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

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

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

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

(i) Non-public sector buses, limousines, and vans shall operate as a pre-arranged service and shall not solicit "walk up" passengers unless operating pursuant to a written agreement with the ownership or management of the location of the solicitation.

(j) Only a vehicle marked in compliance with this chapter as a taxicab may use the taxi stands.

Section 3. Section 28-15 of the St. Petersburg City Code is hereby amended to read as follows:
Sec. 28-15. - Public vehicle certificate requirement.

(a) It shall be unlawful to operate any public vehicle which picks up a new fare within the City limits without a valid certificate affixed to the public vehicle.

(b) There shall be a rebuttable presumption that a public vehicle which does not have a valid certificate affixed to the vehicle is violating this provision.

(c) Each public vehicle shall have permanently affixed to the public vehicle a valid public vehicle certificate prior to each public vehicle beginning a new fare within the City limits. The public vehicle certificate shall be located on the driver's side of the vehicle on the lateral face of the bumper, trunk lid, or rear window and shall be visible from the exterior of the vehicle.

(d) Each certificate shall expire on September 30 and may be renewed upon payment of the prescribed fee prior to expiration.

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

(f) For each new public vehicle certificate issued between October 1 and March 31, the full amount of the certificate shall be paid. For each new public vehicle certificate issued on or after April 1, one-half of the total amount of the public vehicle certificate shall be paid. This section does not apply to temporary 14-day certificates as set forth in this chapter.

(g) Upon the cancellation or lapse of any policy of insurance as required by this article, the certificate issued pursuant to this article shall be immediately revoked unless, before the expiration date of the policy of insurance, another policy of insurance containing all the requirements of the original policy of insurance is obtained. However, any holder of a certificate may make application to the POD for a voluntary suspension of the certificate for a term not to exceed six months and not to extend beyond the certificate term. The POD, in granting a voluntary suspension of a certificate, shall require the holder of the certificate to surrender possession of the certificate to the POD, but the surrender of possession of the certificate shall not be construed to be a cancellation thereof unless the holder of the certificate fails to file with the POD a policy of insurance before the expiration date of the suspension period. During the time of the voluntary suspension of the certificate, the operator shall not be required to maintain the policy of insurance as required by this article. A public vehicle certificate may be transferred during the voluntary suspension period.

(h) The holder of any public vehicle certificate may assign the certificate to any person or any vehicle otherwise qualified under this article, however, a transfer fee of $25.00 must be paid to the City and the appropriate transfer application must be filed with the City before each certificate may be transferred. The person or vehicle that the certificate is to be transferred to must meet all the requirements for the issuance of a public vehicle certificate. The holder shall not transfer the certificate to any other vehicle without filing a transfer application and making payment of the transfer fee of $25.00 per certificate transferred. Each vehicle...
receiving a transferred certificate must meet all the requirements for the issuance of public vehicle certification.

(i) The applicant for a certificate required by this section shall make a notarized application therefor to the POD upon application blanks to be furnished by the POD, which application shall contain, but not be limited to, the following information:

(1) The owner of the vehicle and, if not owned by the applicant, from whom the vehicle is leased or rented;

(2) The make and model of the vehicle and the year of its manufacture, together with the serial number of the vehicle and the seating capacity thereof;

(3) The State license plate number of the motor vehicle;

(4) If the owner of the vehicle is a corporation, the officers thereof;

(5) If the owner of the vehicle is a partnership, the name and residence of each partner;

(6) The principal business location of the owner of the vehicle;

(7) A detailed rate and fare schedule to be charged for the vehicle, if applicable;

(8) Whether the vehicle is to be operated as a taxicab, van, limousine/car service, low speed vehicle, vessel or non-motorized vehicle; and

(9) If the vehicle is a taxicab, taxicab parent company information: including: name, address, and telephone number.
   a. Name, address, and phone number;
   b. Color scheme;
   c. Insignia design; and
   d. Cruising light design.

(j) In addition to the above required application information, the applicant shall:

(1) State, declare and agree that the applicant will comply with all of the requirements of this chapter and that for a violation of any of the provisions of this chapter, the POD shall be at liberty to cancel and withdraw the certificate and terminate the right of the person to use the streets of the City to operate a public vehicle, upon notice and a reasonable opportunity to be heard regarding such proposed action;

(2) Agree to maintain and keep in workable condition one vehicle for each certificate;

(3) Include an attached notarized statement from the applicant's mechanic or from a licensed automotive garage or a mechanic accepted by the City, certifying that the vehicle meets the minimum standards contained within this chapter and applicable State law. Low speed vehicles shall provide to the POD a copy of the certificate of title and registration from the State and any other document deemed necessary by the POD to show that the vehicle is a low speed vehicle including, but not limited to, a State approved inspection sheet;
(4) State, declare and agree that the applicant and all employees will service all areas of the City. Non-motorized vehicles, vessels, and low speed vehicles are not required to comply with this provision; and

(5) If a taxicab, include an attached notarized statement from the owner of the taxicab that the owner will provide 24-hour radio dispatch service or an equivalent of radio dispatch.

(k) Before a certificate required by this article shall be issued by the POD, the applicant for a certificate of the public vehicle shall conform to the following requirements:

(1) Pay to the City the administrative certificate fee for each public vehicle certificate as set forth in chapter 12.

(2) File with the POD satisfactory evidence of holding a motor vehicle liability insurance policy insuring against loss from liability for bodily injury, death, and property damage, with coverage limits not less than the minimum amounts specified by F.S. § 324.032 or such greater minimum amounts as may be required by other provisions of F.S. ch. 324, applicable to the applicant. Notwithstanding the foregoing, non-motorized vehicles, except for pedal buses, shall be required to obtain general liability insurance in the amount of $300,000.00 per occurrence, pedal buses shall provide the insurance limits as set forth in this chapter (currently 28-14(f)), and the City shall be named as an additional insured on the insurance certificate. The policy of insurance shall provide that notice for the cancellation thereof shall be given not less than ten days in advance of the effective date of such cancellation to the POD. The insurance policy shall provide that the City shall receive all notices of any kind (termination, cancellation, renewal, nonrenewal, rate increase, etc.) which shall be sent to the POD.

   a. If the holder of public vehicle certificates has more than one insurance policy for the holder’s public vehicles, the policies shall have the same expiration date. Any exceptions must be approved in writing by the POD.

   b. The holder of a public vehicle certificate shall provide a schedule issued by the insurance carrier of all vehicles covered by the certificate of insurance. A change of the certificate of insurance shall be provided to the POD from the authorized insurance representative when public vehicles are added or deleted from the policy. The City shall be named as a certificate holder on the insurance certificate of all insurance policies maintained to satisfy the requirements of this section.

(3) Provide evidence that the operator shall have at least three public vehicle certificates to operate three taxicabs for public transportation in the City as part of his taxicab business. This provision shall only apply to taxicabs.

(l) Non-motorized vehicles and low speed vehicles are required to comply with this section unless otherwise specifically exempted from a particular provision. All exempt vehicles are not required to comply with this section.

(m) A person who makes application for a public vehicle certificate shall be issued such a certificate upon a showing to the City, in the manner prescribed in this chapter of the Code that the person has met all the requirements for issuance of such a certificate.
(n) The public vehicle certificate is delinquent if not renewed by September 30 of each year. Any public vehicle certificate not renewed is deemed expired. Delinquent fees are subject to a delinquency penalty of ten percent for the month of October plus an additional five percent penalty for each month or portion thereof of delinquency thereafter until paid. The total delinquency penalty shall not exceed 25 percent of the fee due. The payment of this delinquency penalty is not in lieu of other penalties provided by this article. It is no defense of nonpayment of any public vehicle certificate that the business or person was not notified that payment was due to the City. Any holder of a public vehicle certificate for a previous year who does not renew by September 30 of the current year is subject to the delinquency penalty as set forth in this paragraph regardless of the subtraction or addition of new vehicles to their fleet. If a delinquent certificate holder adds or subtracts new vehicles to their fleet, a delinquency penalty shall be assessed on the total vehicles within their fleet at the time of reinstatement.

(o) The holder of any public vehicle certificate may purchase a temporary 14-day certificate for a replacement vehicle should an event occur rendering a vehicle assigned a public vehicle certificate to be disabled. A temporary 14-day certificate fee of $15.00 shall be paid to the POD. The temporary public vehicle certificate application must be filed with the City before a certificate may be issued. The person and/or vehicle that the certificate is to be issued to must meet all the requirements for the issuance of a public vehicle certificate. Proof of the disabled vehicle is required to be provided to the POD. Failure to obtain a public vehicle certificate for the replacement vehicle after the expiration of the 14 days, or failure to obtain an additional temporary certificate, or failure to reinstate the original vehicle assigned a public vehicle certificate shall be a violation of this article. No more than two consecutive, temporary 14-day certificates may be issued for any single public vehicle.

(p) Any holder of a revoked public vehicle certificate must file a new application and pay all applicable fees for reinstatement of the public vehicle certificate.

Section 4. Section 28-27 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 28-27. - Prohibited conduct of public vehicle drivers.

(a) Background check requirements for all public vehicle drivers:

(1) It shall be unlawful for any driver of a public vehicle to drive or operate a public vehicle within the City unless that person has first undergone a background check meeting the requirements of this Chapter. It shall be unlawful for any vehicle for hire parent company to allow a person who has not met the background check requirements of this Chapter to drive or operate a public vehicle for hire within the City, which is owned, leased, or contracted by the parent company.
(2) All drivers must have undergone a local and national criminal background check that includes:
   a. A search of the Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation of any records through primary source search; and
   b. A search of the National Sex Offender Public Website maintained by the U.S. Department of Justice; and
   c. A driving history report including driving history for the preceding 3 years.

(3) No driver may be permitted to drive or operate a public vehicle if any of the following conditions exists, as determined by the required background check:
   a. The driving history research report reveals that the individual has had more than three moving violations in the prior 3-year period.
   b. The individual has been convicted, within the past 5 years of:
      i. A felony;
      ii. A misdemeanor for driving under the influence of drugs or alcohol, reckless driving, hit and run, or for fleeing or attempting to elude a law enforcement officer;
      iii. A misdemeanor for a violent offense or sexual battery, or a crime of lewdness or indecent exposure under Chapter 800, Florida Statutes;
   c. Has been convicted within the past 3 years of driving with a suspended or revoked license;
   d. Is a match in the National Sex Offender Public Website maintained by the U.S. Department of Justice; or
   e. Does not possess a valid driver’s license,
   f. Date of conviction means the date of adjudication and imposition of sentence.

(ab) It shall be unlawful for any driver of a public vehicle to:

   (1) Violate any of the terms, provisions or directions of this article;
   (2) Fail to keep a written or digital manifest of all trips, which documents information as to the time of each trip, the starting and ending point of each trip, together with the number of persons carried. Every driver shall maintain a daily manifest upon which they shall promptly and legibly record the following information: name of driver, vehicle number, year, month, date, and the starting time, place of origin and destination of each trip during a driver's operating period. All manifests shall be subject to inspection by the POD and law enforcement officials. The manifest shall be available for inspection at all times and shall be kept available for a period of not less than six months.
   (3) Fail to report promptly all accidents to the Police Department;
   (4) Operate any public vehicle when the individual's driver's permit required by this article or state driver's license required by State law has been revoked or during the time when the individual's driver's permit or state driver's license is suspended;
(5) Fail to give a written or digital receipt for fares when requested by passengers. Such digital receipts must be provided within 24 hours of the end of the fare.

(6) Operate a vehicle for more than 12 hours of any continuous 24-hour period.

(7) It shall be unlawful for a driver of a public vehicle as defined herein to have located within the interior of that public vehicle any:
   a. Two-way or similar scanners;
   b. Two-way radio-frequency monitors; or
   c. A radar detector.

(b) It shall be unlawful for any person to drive or operate a public vehicle for hire within the City unless that person has a valid, current public vehicle driver’s permit. It shall be unlawful for any vehicle for hire parent company to allow a person to drive or operate a public vehicle for hire within the City, which is owned, leased, or contracted by the parent company, unless that person has a valid, current public vehicle driver’s permit.

(c) It shall be unlawful for any person to drive a handicap, a low-speed vehicle or non-motorized vehicle for hire within the City unless that individual has obtained from the City a public vehicle driver’s permit.

(d) If a taxicab parent company fails to provide 24-hour dispatch service, or the equivalent thereof, or to keep a minimum of three certificates to operate three taxicabs for public transportation in the City, then all certificates issued under that parent company will be revoked.

(ec) All public vehicle trips dispatched by the public vehicle dispatch service holder shall be immediately recorded on a dispatch ticket indicating the time, date and origin of each trip dispatched. All dispatch tickets shall be maintained by the public vehicle certificate holder for at least 30 days from the date of the dispatch ticket and shall be available for inspection at all times within that period. All dispatch tickets shall be subject to inspection by the POD and law enforcement officials. Such dispatch tickets may be kept and provided as digital records.

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

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

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

(ig) Public vehicle drivers shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a driver cannot arrange a wheelchair-accessible service, it shall direct the passenger to an alternate provider of wheelchair-accessible public vehicle services.
Section 5. Section 28-28 of the St. Petersburg City Code is hereby deleted in its entirety.

Section 6. The “Public vehicle certificate” and “Public vehicle driver background check” categories in Section 12-6(9) of the St. Petersburg City Code are hereby amended to read as follows:

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

Section 7. 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 8. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 9. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

___________________________
City Attorney or Designee
Attached, for the purpose of first reading as agenda item D-4(a) at the September 7, 2017, meeting of City Council, is a revised version of the “Defend Our Democracy Ordinance.”

Free Speech for People provided these revisions, which are shown in redline format, for the purpose of providing more specific attribution of the findings included in section 2 of the ordinance.
AN ORDINANCE MAKING FINDINGS REGARDING THE NEED TO ENACT CAMPAIGN FINANCE REFORM FOR MUNICIPAL ELECTIONS IN THE CITY OF ST. PETERSBURG; AMENDING THE CITY CODE TO ADD CONTRIBUTION LIMITS FOR MUNICIPAL ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

SECTION 1—SHORT TITLE: This ordinance may be known and cited as the “Defend Our Democracy Ordinance.”

SECTION 2—FINDINGS: The City Council of the City of St. Petersburg, Florida, makes the following findings, as provided to City Council by Free Speech for People, an organization founded in 2010 to advance campaign finance reform in America:

(a) The U.S. government has concluded that the 2016 election was subject to extensive foreign involvement, as set forth in the U.S. Director of National Intelligence’s January 2017 report on “Assessing Russian Activities and Intentions in Recent US Elections.”

(b) The U.S. Congress, and the U.S. Supreme Court, have already recognized the need to protect U.S. elections (including local elections) from foreign influence, through the ban on contributions and expenditures by foreign nationals imposed by 52 U.S.C. 30121 and upheld by the Supreme Court in *Bluman v. Federal Election Commission*, 800 F. Supp. 2d 281 (D.D.C. 2011) (3-judge court), aff’d, 565 U.S. 1104 (2012).

(c) Current law does not adequately protect against foreign nationals (including foreign governments) from influencing elections through corporate political spending by U.S. corporations with significant foreign ownership, as explained by Federal Election Commissioner Ellen Weintraub, Professor John Coates, Professor Laurence Tribe, and Professor Charles Fried in letters submitted to the City Council in October 2016.

(d) Efforts to address this phenomenon through rulemaking at the Federal Election Commission that would apply to local elections have been unsuccessful, as summarized by

(e) Federal law and academic literature on corporate governance consider a single shareholder owning 5% or more to be in a position to influence corporate governance, as explained in the report appended by Professor Coates to his October 2016 letter to the City Council. Testimony by experts at a Federal Election Commission forum in June 2016 converged toward this threshold.

(f) Similarly, a corporation with a collection of foreign owners totaling 20% ownership would be unacceptably subject to foreign influence, as illustrated by 47 U.S.C. 310(b)’s 20% maximum of foreign ownership for broadcast licensees.

(g) Corporations with foreign ownership at these levels have been politically active in recent years, including in local elections around the country, as explained in the letter from Professor Coates in his October 2016 letter to the City Council.

(h) To protect the integrity of the democracy of St. Petersburg, it is necessary to ensure that corporations that spend money in city elections are not foreign-influenced.

(i) “Super PACs,” including independent expenditure political committees and electioneering communications organizations, are a growing phenomenon in local elections and in Florida, as explained in the October 2016 letter to the City Council from Professor Joseph Morrissey.

(j) Large contributions to super PACs pose the risk of quid pro quo corruption or the appearance of quid pro quo corruption, even if the super PAC’s media activities are not “coordinated” with political campaigns, as explained in the letter from Professor Albert Alschuler submitted to the City Council in October 2016.

(k) Florida-based donors are very active in contributing to federal and state super PACs. One such contribution has led to a criminal indictment for bribery against both the super PAC donor and the supported candidate. Regardless of the eventual outcome of that criminal proceeding, it demonstrates how large contributions to super PACs can yield quid pro quo corruption, as explained in the letter from Professor Morrissey.

(l) Super PACs have become an increasing phenomenon in local elections, including in Florida. They are used to circumvent local contribution limits, as explained in the letter from Professor Morrissey.
To protect the integrity of the democracy of St. Petersburg, it is necessary to ensure that large contributions not fund municipally active outside spending groups.

SECTION 3—AMENDMENT OF CITY CODE: Chapter 10 of the St. Petersburg City Code is amended by inserting after article II, the following new article:

ARTICLE III. – CAMPAIGN FINANCING

Sec. 10-42. – Definitions.

The words, terms, and phrases used in this article shall have the meanings ascribed to them in the state statutes regulating elections, except that the following words, terms and phrases shall have the following meanings:

(a) “Chief executive officer” means the highest-ranking officer or decision-making individual with authority over the corporation’s affairs.

(b) “Corporation” means any corporation, company, limited liability company, limited partnership, business trust, business association, or other similar entity.

(c) “Foreign owner” means

(1) a foreign national, as defined in 52 U.S.C. § 30121(b); or

(2) a corporation wherein a foreign national, as defined in 52 U.S.C. § 30121(b), holds, owns, controls, or otherwise has directly or indirectly acquired beneficial ownership of equity or voting shares in an amount that is equal to or greater than 50 percent of the total equity or outstanding voting shares.

(d) “Foreign-influenced corporation” means any corporation wherein

(1) a foreign owner holds, owns, controls, or otherwise has directly or indirectly acquired beneficial ownership of equity or voting shares in an amount that is equal to or greater than 5 percent of the total equity or outstanding voting shares; or

(2) foreign owners hold, own, control, or otherwise have directly or indirectly acquired beneficial ownership of equity or voting shares in an amount that is equal to or greater than 20 percent of the total equity or outstanding voting shares; or
(3) one or more foreign owners participate in any way, directly or indirectly, in the corporation’s decision-making process with respect to the corporation’s political activities in the United States, including the corporation’s political activities in a municipal election.

(e) “Municipal candidate” means a candidate for Mayor or City Council.

(f) “Municipal election” means a primary or general election for Mayor or City Council.

(g) “Municipal expenditure for electioneering communication” means an expenditure for an electioneering communication, as defined in F.S. § 106.011(8), made with respect to a municipal candidate.

(h) “Municipal independent expenditure” means an independent expenditure, as defined in F.S. § 106.011(12), made with respect to a municipal candidate, but shall not include any expenditure for any activity or communication that qualifies under F.S. § 106.011(8)(b).

(i) “Municipal special election” means any special election for Mayor or City Council, including a special primary election under F.S. § 100.101, special election to fill a vacancy under Sec. 3.04 of Article VII of the St. Petersburg City Charter, or special recall election under F.S. § 100.361.

(j) “Municipally active outside-spending group” means a political committee, as defined in F.S. § 106.011(16)(a), or an electioneering communications organization, as defined in F.S. § 106.011(9), that either:

(1) makes a municipal independent expenditure or a municipal expenditure for electioneering communication; or

(2) mentions this city, either explicitly or by means susceptible of no reasonable interpretation other than this city, in a solicitation for a contribution or in a description of a planned independent expenditure or electioneering communication, that is distributed or otherwise made available to contributors or to the general public; or

(3) solicits contributions for, among other purposes, the purpose of municipal independent expenditures or municipal expenditures for electioneering communication; or
otherwise conveys, in solicitations for contributions or in materials otherwise made available to prospective or actual contributors, either explicitly or by means susceptible to no other reasonable interpretation, that contributions may be used for municipal independent expenditures or municipal expenditures for electioneering communication; or

(5) accepts a contribution that has been specifically designated for partial or exclusive use in a municipal election or municipal special election.

Sec. 10-43. – Election spending by foreign-influenced corporations.

(a) This section applies to any corporation that:

(1) makes a municipal independent expenditure of $5,000 or more with respect to any municipal candidate in a municipal election or a municipal special election; or

(2) makes a municipal expenditure for electioneering communication of $5,000 or more with respect to any municipal candidate in a municipal election or municipal special election; or

(3) makes a contribution to a municipally active outside-spending group.

(b) The chief executive officer of any corporation subject to this section shall file with the City Clerk’s Office, within 30 days after making the contribution or expenditure, a statement of certification avowing that, after due inquiry and under penalty of perjury, the corporation is not a foreign-influenced corporation. The statement of certification shall include the following:

(1) the name and mailing address of the corporation,

(2) for each contribution or expenditure, the amount, date, and recipient,

(3) the statement “I certify, after due inquiry and under penalty of perjury, that, on the date(s) on which the referenced contribution(s) or expenditure(s) was/were made, [name of corporation] was not a foreign-influenced corporation as defined by the St. Petersburg City Code,” and
the signature of the corporation’s chief executive officer.

(c) It shall be unlawful for a corporation that is subject to this section to fail to timely file the statement of certification.

Sec. 10-44. – Contribution limits for municipally active outside-spending groups.

(a) The treasurer of a municipally active outside-spending group shall separately designate, record, and account for, by any means consistent with state law, funds that are eligible for use for municipal independent expenditures or municipal expenditures for electioneering communications.

(b) The following shall not be designated as eligible for use for municipal independent expenditures or municipal expenditures for electioneering communications:

(1) any portion of a contribution to a municipally active outside-spending group that exceeds the aggregate of $5,000 per person per calendar year; or

(2) any contribution from a corporation to a municipally active outside-spending group for which the corporation fails to provide, within 30 days of making the contribution, a copy of the statement of certification required under Section 10-43.

(c) The treasurer of a municipally active outside-spending group shall ensure that disbursements for municipal independent expenditures or municipal expenditures for electioneering communications are made from funds designated as eligible for such use.

(d) It shall be unlawful for the treasurer of a municipally active outside-spending group to make or authorize disbursements in violation of this section.

(e) The treasurer of a municipally active outside-spending group shall advise contributors and prospective contributors of the limits in this section.

Sec. 10-45. – Severability clause.

If any provision of this article, or the application thereof to any person, entity, or circumstance, is held invalid, such determination shall not affect other provisions
or applications of this article, and to that end the provisions of this article are severable.

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

Approved as to form and content:

___________________________________
City Attorney (Designee)

___________________________________
Administration
ORDINANCE NO. ____

AN ORDINANCE MAKING FINDINGS REGARDING THE NEED TO ENACT CAMPAIGN FINANCE REFORM FOR MUNICIPAL ELECTIONS IN THE CITY OF ST. PETERSBURG; AMENDING THE CITY CODE TO ADD DISCLOSURE REQUIREMENTS FOR INDEPENDENT EXPENDITURES FOR MUNICIPAL ELECTIONS AND DISCLAIMERS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

SECTION 1—SHORT TITLE: This ordinance may be known and cited as “The Truth in Outside Political Spending Disclosure Ordinance.”

SECTION 2—FINDINGS: The City Council of St. Petersburg makes the following findings:

(a) Independent expenditures by political committees and electioneering communications organizations are a growing phenomenon in local elections and in Florida.
(b) These independent expenditures and contributions can have large impacts in municipal elections and pose the risk of quid pro quo corruption or the appearance of quid pro quo corruption, even if they are not “coordinated” with political campaigns.
(c) Florida-based donors are very active in contributing to municipally active outside-spending groups.
(d) To help protect the integrity of the democracy of St. Petersburg, it is necessary to ensure that citizens have sufficient information about independent expenditures by political committees and electioneering communications organizations and the individuals who are contributing to them.
(e) Improved disclaimer and disclosure requirements will provide the citizens of St. Petersburg with better information about these individuals and organizations so that the electorate may make informed decisions.

SECTION 3—AMENDMENT OF CITY CODE: Chapter 10 of the St. Petersburg City Code is amended by inserting after article II, the following new article:

ARTICLE III. — CAMPAIGN FINANCING

Sec. 10-46. – Definitions

(a) The words, terms, and phrases used in subsections 10.47-10-48 shall have the meanings ascribed to them in the state statutes regulating elections, unless a word, term or phrase has been defined in subsection 10.42, in which case the definition(s) set forth in subsection 10.42 shall apply.
Sec. 10-47. – Disclosures regarding independent expenditures and contributions

(a) This section applies to any person, political committee, as defined in F.S. § 106.011(16)(a), electioneering communications organization, as defined in F.S. § 106.011(9), or corporation as defined in Section 10.42 that either:

1) makes a municipal independent expenditure of $1,000 or more with respect to any municipal candidate in a municipal election or a municipal special election; or

2) makes a municipal expenditure for electioneering communication of $1,000 or more with respect to any municipal candidate in a municipal election or municipal special election; or

3) makes a contribution of $250 or more to a municipally active outside-spending group and is either an individual or entity or a business with which the individual or entity is associated that has a contract with the City that is valued at more than $1,000 or is a lobbyist or lobbying firm as defined under either F.S. § 11.045 or F.S. § 112.3215.

(b) In addition to statements of registration and/or any reporting required pursuant to F.S. § 106.03, F.S. § 106.071, and F.S. § 106.0703, any person, political committee, electioneering communications organization and/or corporation who makes an expenditure or contribution covered under subsection (a) shall file regular reports with the City Clerk of all contributions received or made and all expenditures made by or on behalf of the person or entity according to the time frames set forth for the filing of regular reports under F.S. § 106.0703.

(c) The report to the City Clerk shall include, in addition to the information required pursuant to F.S. § 106.03, F.S. § 106.071, and F.S. § 106.0703:

1) an itemized accounting of each expenditure, including the full name and complete address of each payee, including, in any case where the payee contracts with another person, vendor or entity (a secondary payee) whenever the primary or principal payee is known to include charges which the primary payee has already paid or will pay directly to another person, vendor or entity, the amount and the purpose of the expenditure, the candidate or issue supported or opposed by the expenditure, whether the expenditure is made independently of the candidate or issue supported or is an in-kind contribution to the candidate or proponent of an issue, and a statement of the balance on hand or deficit, as the case may be;

2) an itemized accounting of each expense incurred but not paid, provided if the expense is incurred by use of a credit card, the accounting shall include secondary payees, and the amount owed to each such payee;

3) for each person or entity who makes an independent expenditure or contribution covered by subsection (a), a statement indicating whether the individual or entity, or a business with which the individual or entity is associated, has or is presently seeking any contract with the City that is valued at more than $1,000, and if so, each such contract;

4) For each itemized contribution made by a lobbyist, the spouse of a lobbyist or any dependent child of a lobbyist who resides in the lobbyist’s household, a statement to that effect and a description of any lobbying activities related to business before the City;

(d) It shall be unlawful for a person or entity that is subject to this section to fail to timely file the report required under subsection (b).
(e) The City shall post a link on its Internet Web Site to any reports filed pursuant to the above provisions, and shall retain copies of these reports for no less than five years from the date such reports are filed.

Sec. 10-48. – Independent Expenditures; Disclaimers

(a) This section applies to any individual or entity covered under Section 10-47(a).

(b) Any political advertisement paid for by an independent expenditure made or incurred by a person, political committee, electioneering communications organization or corporation covered by subsection (a) of this section shall prominently state “Paid political advertisement paid for by (Name and address of person paying for advertisement, or in the case of a corporation or other entity, the name of the chief executive officer or equivalent) independently of any (candidate or committee).” The communication shall also state that additional information about the person making such communication may be found on the Florida Division of Elections Internet web site and the City Internet web site.

(c) In the case of any political advertisement paid for by an independent expenditure made or incurred by a person, political committee, electioneering communications organization or corporation covered by subsection (a) of this section during the ninety-day period immediately prior to the primary or election for which the independent expenditure is made, such communication shall also bear upon its face the names of the five persons who made the five largest aggregate contributions to the person or entity making such communication during the twelve-month period immediately prior to such primary or election as applicable.

(d) In addition to the requirements of subsections (b) and (c), and except as provided in this subsection, no municipally active outside-spending group shall make or incur an independent expenditure for (1) a video broadcast by television, satellite or Internet, (2) audio communication broadcast by radio, satellite or Internet, (3) pre-recorded telephone calls, or (4) live telephone calls, unless such video, audio, or telephone communication includes an audio statement with the disclaimer language required by subsections (b) and/or (c) according to the timing of the expenditure.

(e) For video broadcast communications as described in subsection (d), for a period of not less than four seconds, the audio statement required by subsection (d) shall also appear in writing, along with clearly identifiable video, photographic or similar image of the person making or incurring the expenditure or the chief executive officer or equivalent of the entity making the expenditure.
ORDINANCE NO. _______

AN ORDINANCE MAKING FINDINGS REGARDING THE NEED FOR INCREASED DISCLOSURE OF INDEPENDENT EXPENDITURES, EXPENDITURES FOR ELECTIONEERING COMMUNICATIONS, AND OTHER CAMPAIGN FINANCE MATTERS RELATED TO CITY ELECTIONS; AMENDING THE CITY CODE TO REQUIRE SUCH DISCLOSURE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

SECTION 1—FINDINGS: The City Council of the City of St. Petersburg, Florida, makes the following findings:

(a) The campaign finance disclosure obligations established by the Florida Election Code (chapter 106, in particular) do not provide the City’s electors with sufficient information to evaluate the sources of independent expenditures and expenditures for electioneering communications, including matters of corporate control, foreign influence, and business relationships with the City.

(b) Because most political committees and electioneering communications organizations involved with City elections claim to have statewide interests, they file required reports of campaign finance activity with the Florida Division of Elections. These reports do not identify which contributions, expenditures, and other financial transactions are related to elections held in the City (as opposed to other areas of the state), making it impossible for the City’s electors to evaluate the extent to which these groups participate in and influence City elections.

(c) By instituting local campaign finance disclosure requirements that are designed to supplement the campaign finance disclosure requirements imposed by the Florida Election Code, the City can provide the City’s electors with access to meaningful information about the sources of funding behind independent expenditures and expenditures for electioneering communications that influence City elections.
(d) The local campaign finance disclosure requirements implemented by this ordinance are substantially related to the City’s important governmental interest in providing the City’s electors with access to information about those individuals and entities seeking to influence City elections through independent expenditures and expenditures for electioneering communications.

SECTION 2—DISCLOSURE: Chapter 10 of the St. Petersburg City Code is amended by reserving section numbers 10-42 through 10-50 as part of article II and inserting after article II the following new article:

ARTICLE III. – CAMPAIGN FINANCE DISCLOSURE

Sec. 10-51. – Definitions.

In this article:

(a) The following terms have the meanings provided by Florida Statutes chapter 106:

(1) Division.
(2) Electioneering communication.
(3) Electioneering communications organization.
(4) Expenditure.
(5) Independent expenditure.
(6) Person.
(7) Political committee.

(b) “Ballot question” means a referendum, initiative, recall, Charter amendment, or other ballot question put solely to the City’s electors.

(c) “Candidate” means a candidate for Mayor or City Council Member.

(d) “Covered communication” means (i) a political advertisement related to a covered election that is paid for, in whole or in part, through an independent expenditure or (ii) an electioneering communication related to a covered election.
“Covered expenditure” means (i) an independent expenditure made with respect to a candidate or a ballot question or (ii) an expenditure for an electioneering communication made with respect to a candidate.

“Covered election” means any election (regardless of whether it is a primary, general, or special election) in which the City’s electors vote on any of the following, alone or in combination: election of a Mayor, election of a City Council Member, or a ballot question.

“Covered transaction” means any contribution, transfer of funds, loan, expenditure, or other financial transaction that (i) would be included in a statutory report and (ii) is related to a covered election.

“Entity” means a person that is not a natural person.

“Foreign national” means (i) a foreign national, as defined in 52 U.S.C. § 30121(b); or (ii) an entity for which a foreign national, as defined in 52 U.S.C. § 30121(b), holds, owns, controls, or otherwise has direct or indirect beneficial ownership of 50% or more of the equity or outstanding voting shares.

“Foreign-influenced entity” means a corporation for which any of the following conditions is met:

1. a single foreign national holds, owns, controls, or otherwise has direct or indirect beneficial ownership of 5% or more of the total equity or outstanding voting shares of that corporation;

2. two or more foreign nationals, in aggregate, hold, own, control, or otherwise have direct or indirect beneficial ownership of 20% or more of the total equity or outstanding voting shares of that corporation; or

3. a foreign national participates directly or indirectly in the corporation’s decision-making process with respect to the corporation’s political activities in the United States, including the corporation’s political activities with respect to a covered election.

“Independent spender” means any person who qualifies as such pursuant to section 10-52.
(l) “Independent spending report” means any report filed with the City Clerk by an independent spender pursuant to this article. Notice of independent spender status filed with to the City Clerk pursuant to section 10-53 is not an independent spending report.

(m) “Individual” means a person who is a natural person.

(n) “Statutory report” means any report of campaign finance activity described in F.S. §§ 106.07, 106.0703, or 106.071.

(o) “Supervisor of elections” means the Pinellas County Supervisor of Elections.

Sec. 10-52. – Scope and Purpose of Disclosures

(a) A person is considered an independent spender for a particular covered election once that person has made aggregate covered expenditures of $5,000 or more with respect to any candidate or ballot question for that covered election.

(b) Once a person is considered an independent spender for a particular covered election, that person shall comply with the disclosure obligations imposed by this article.

(c) The disclosure obligations for independent spenders imposed by this article are intended to supplement disclosure obligations established by the Florida Election Code by providing information to the City’s electors that is not available through statutory reports.

(d) The disclosure obligations for independent spenders imposed by this article are intended to be carried out in conjunction with (and not instead of) the disclosure obligations established by the Florida Election Code. Accordingly, the City shall promulgate forms and procedures to be used in conjunction with forms and procedures established by the Florida Election Code and the division.

(e) The disclosure obligations for independent spenders imposed by this article are not intended to be perpetual and are based on statutory reporting schedules, as more particularly described in section 10-54, and statutory disclaimer obligations, as more particularly described in section 10-57.
Sec. 10-53. – Notice of Independent Spender Status

(a) **Timing.** Once a person has qualified as independent spender for a covered election pursuant to section 10-52, that person shall provide notice of its status as independent spender for that covered election by filing the information described in this section 10-53 with the City Clerk no later than the date of filing its first independent spending report for a covered election.

(b) **Statement of Organization.** If, pursuant to F.S. § 106.03, an independent spender is required to file a statement of organization with the division, the supervisor of elections, or any election officer in the state other than the City Clerk, that independent spender shall file a copy of that statement of organization to the City Clerk.

(c) **Information in Lieu of Statement of Organization.** If an independent spender is not required to file with the City Clerk with a copy of a statement of organization filed in another jurisdiction pursuant to subsection (b) or file a statement of organization directly with the City Clerk pursuant to F.S. § 106.03, that independent spender shall file the following information with the City Clerk in lieu of a statement of organization:

1. The name, mailing address, street address, telephone number, and e-mail address of the independent spender.

2. If the independent spender is an individual, (i) the independent spender’s occupation and (ii) the name, mailing address, street address, telephone number, and e-mail address of the independent spender’s employer.

3. If the independent spender is an entity, the name, mailing address, street address, and relationship of any organization affiliated with or connected to the independent spender.

4. If the independent spender is an entity and has a custodian of books and accounts or other individual officially responsible for the entity’s recordkeeping, the name, mailing address, street address, telephone number, and e-mail address of that individual.

5. If the independent spender is an entity and has any principal officers or other individuals who are officially responsible for the operation
and control of the entity, the name, mailing address, street address, telephone number, and e-mail address of each such individual.

(6) The name, address, office sought, and party affiliation of any candidate the independent spender is supporting or opposing, as well as an indication of support or opposition for that candidate.

(7) Any ballot question the independent spender is supporting or opposing, as well as an indication of support or opposition for that ballot question.

(8) If the independent spender is supporting all candidates from a particular party, a statement to that effect and the name of the party.

(d) Relationship with City. An independent spender shall provide the following information about itself to the City Clerk as part of the notice requirement established by this section:

(1) Whether the independent spender or an entity owned by, controlled by, or affiliated with that independent spender either (i) has a current contract with the City for the provision of goods or services valued in excess of [\$1,000] or (ii) expects to bid, within the following 12 months, on any contract with the City for the provision of goods or services valued in excess of [\$1,000].

(2) Whether the independent spender or an entity owned by, controlled by, or affiliated with that independent spender is a lobbyist or a lobbying firm with respect to the City under F.S. §§ 11.045, 112.3215.

(e) Corporate information. An independent spender that is an entity shall provide the following information to the City Clerk as part of the notice requirement established by this section:

(1) The URL for the entity’s website, if any.

(2) The type of entity (e.g., corporation, LLC, etc.) and the state of formation.

(3) The tax-exempt status of the entity.

(4) Whether the entity is a foreign-influenced entity.
(5) The name of any principal owner of the entity.

(6) The name of each officer, board member, or equivalent for the entity.

(7) The name, mailing address, street address, telephone number, and e-mail address of at least one individual in charge of making decisions regarding covered spending for the entity.

(8) The name, mailing address, street address, telephone number, and e-mail address of the agent for service of process in Florida for the entity.

(9) The name, mailing address, street address, telephone number, and e-mail address of the person filing the notice on behalf of the entity.

Sec. 10-54. – Filing Schedule for Independent Spending Reports

An independent spender shall file each independent spending report with the City Clerk as follows:

(a) *Political committee.* If the independent spender is a political committee required to file a statutory report pursuant to F.S. § 106.07, that independent spender shall file each independent spending report with the City Clerk according to the statutory reporting schedule established pursuant to F.S. § 106.07.

(b) *Electioneering communications organization.* If the independent spender is an electioneering communications organization required to file statutory reports pursuant to F.S. § 1106.0703, that independent spender shall file each independent spending report with the City Clerk according to the statutory reporting schedule established pursuant to F.S. § 106.0703.

(c) *Other independent spending.* If the independent spender is required to file statutory reports pursuant to F.S. § 106.071, that independent spender shall file each independent spending report with the City Clerk according to the statutory reporting schedule established pursuant to F.S. § 106.071.

(d) *No statutory reporting requirement.* If the independent spender is not required to file a statutory reports pursuant to F.S. §§ 106.07, 106.0703, or 106.071, the independent spender shall file each independent spending report with the City Clerk according to the reporting schedule established by the Clerk for political committees pursuant to F.S. § 106.07.
Sec. 10-55. – Contents of Independent Spending Reports

(a)  **Statutory reporting.** Each independent spending report must include information identified in the Florida Election Code as part of the statutory reporting process as follows:

1. If an independent spender is a political committee required to file a statutory report with the division or the supervisor of elections pursuant to F.S. § 106.07, that independent spender shall file a version of that report with the City Clerk that is limited to covered transactions.

2. If an independent spender is an electioneering communications organization required to file a statutory report with the division or the supervisor of elections pursuant to F.S. § 106.0703, that independent spender shall file a version of that report with the City Clerk that is limited to covered transactions.

3. If an independent spender is required to file a statutory report with the division or the supervisor of elections pursuant to F.S. § 106.071, that independent spender shall file a version of that report with the City Clerk that is limited to covered transactions.

4. Otherwise, the independent spender shall file with the City Clerk the statutory report required to be filed with the City Clerk by F.S. §§ 106.07, 106.0703, or 106.071, as applicable.

(b)  **Bifurcated transactions.** To the extent that any covered transaction filed with the City Clerk pursuant to subsection (a) is only partially applicable to a covered election, the independent spender shall identify what percentage of the covered transaction is applicable to the covered election.

(c)  **Supplemental information regarding contributions.** For each contribution filed with the City Clerk pursuant to subsection (a), the independent spending report must also include the following information about that contribution:

1. If the contributor is an entity, the name of an individual serving as president, managing member, or CEO or who otherwise exercises
control over the entity, along with the name of that individual’s position or a description of that individual’s role in controlling the entity.

(2) If the contributor’s aggregate contributions to the independent spender over the preceding 12 months exceeds [$1,000], the information listed in section 10-53(d) with respect to that contributor.

(3) If the contributor is an entity and the contributor’s aggregate contributions to the independent spender over the preceding 12 months exceeds [$5,000], the information listed in section 10-53(e) with respect to that contributor.

(d) Certification. The person filing an independent spending report with the City Clerk shall certify the correctness of all information contained in that independent spending report in the same manner as the applicable statutory report described in subsection (a).

Sec. 10-56. – Filing Process

(a) The following materials must be filed with the City Clerk electronically unless an alternative filing procedure has been promulgated by the City Clerk:

(1) any report of campaign finance activity that must be filed with the City Clerk pursuant to Florida Statutes chapter 106 and

(2) any notice, report, or other disclosure information that must be filed with the City Clerk pursuant to this article.

(b) The City Clerk may promulgate any rule, form, procedure, and other guidance appropriate for the submission of any materials described in subsection (a).

(c) The City Clerk shall not accept any materials described in subsection (a) unless they have been filed with the City Clerk in accordance with applicable law and any applicable rule, form, procedure, or other guidance promulgated pursuant to this section.
Sec. 10-57. – Disclaimers

(a) **Requirement.** This section requires that additional information be incorporated into disclaimers already required by the Florida Election Code as follows:

1. If an independent spender is required to include a disclaimer on a political advertisement pursuant to F.S. § 106.071, that independent spender shall incorporate into the disclaimer required by that statute, on any version of that political advertisement distributed in the City, the supplemental information required by this section.

2. If an independent spender is required to include a disclaimer on an electioneering communication pursuant to F.S. § 106.1439, that independent spender shall incorporate into the disclaimer required by that statute, on any version of that electioneering communication that is distributed in the City, the supplemental information required by this section.

3. Any information that must be incorporated in a disclaimer pursuant to this section must be presented in the same manner as the information required by the applicable statute with respect to size, duration, placement, and other applicable characteristics.

(b) **Control of Entity.** If the disclaimer must, pursuant to the applicable statute, include name of a person who paid for the covered communication and that person is an entity, the disclaimer must also include the name of an individual who is an officer or who is otherwise officially responsible for the operation and control of the entity.

(c) **Identification of Top Donors.** For purposes of this section, an independent spender’s “top donors” are its largest aggregate contributors who, during the preceding 12 months, have each contributed an aggregate amount of $5,000 or more to the independent spender for use in making covered expenditures, listed in descending order by aggregate amount.

(d) **Listing of Top Donors.** If there are no top donors at the time a covered communication is distributed, no additional information is required by this section. Otherwise, the independent spender shall identify top donors in the disclaimer as follows:
(1) The disclaimer must include the three top donors, if that many exist. Otherwise, the one or two existing top donors must be included.

(2) If the third largest donor has donated the same amount as the fourth largest donor, the independent spender may choose which three top donors to include, so long as no donor is included that has donated less than any other donor that is not included.

(3) The disclaimer must identify the top donors by name and identify them as “top donors.”

(4) If any top donor is an entity, the disclaimer must also include the name of an individual serving as president, managing member, or CEO of that entity or who otherwise exercises control over that entity.

Sec. 10-58. – Records

For a period of three years following the applicable covered election or for any longer period imposed by applicable law, an independent spender shall keep any record needed to verify any disclosure information filed with the City Clerk pursuant to this article and make any such record available to the City Clerk and the [Codes Compliance / Police] Department upon request.

Sec. 10-59. – Enforcement

(a) If the City Clerk determines that a potential violation of this article may have occurred, the City Clerk shall refer that potential violation to the [Codes Compliance / Police] Department for enforcement.

(b) The penalty for each violation of this article is a fine of $500, and all other provisions of section 1-7 apply to each violation of this article.

(c) If the amount appropriated for enforcement of this article has been completely expended but additional enforcement expenses are expected, the City Clerk and the [Codes Compliance / Police] Department shall jointly prepare and submit to City Council an estimate of future enforcement costs, and the City Council shall consider that estimate in its decision to appropriate additional funds for the enforcement of this article.
Sec. 10-60. – Severability.

The provisions of this article are intended to be severable, and a determination that any portion of this ordinance is invalid should not affect the validity of the remaining portions of this article.

SECTION 3—EFFECTIVE DATE: If this ordinance is not vetoed by the Mayor in accordance with the City Charter, it will become effective on January 1, 2018. If this ordinance is vetoed by the Mayor in accordance with the City Charter, it will not become effective unless the City Council overrides the veto in accordance with the City Charter, in which case it will become effective on January 1, 2018.

Approved as to form and content:

________________________________________________________________________
City Attorney (Designee)
MEMORANDUM
CITY OF ST. PETERSBURG

To: The Honorable Darden Rice, Chair, and Members of City Council
From: Sasha Lohn, Police Legal Advisor
Date: September 5, 2017
Re: Proposed Amendments to City code section 20-122

Objective: In order to promote public safety, to discourage driving under the influence, and to facilitate a more meaningful time for both the relevant litigant and the Department to schedule a hearing, the Department respectfully requests amendments to the section of the City Code which empowers officers to seize and impound a vehicle. Particularly, the Department is requesting the following three amendments to City Code section 20-122: (i) amend section (b) to include driving under the influence as a basis for impounding a vehicle; (ii) amend section (e)(2) from two business days to five business days; (iii) amend section (f)(1) from two business days to five business days.

Background: Currently, section 20-122 empowers a police officer to seize and impound a motor vehicle when the police officer has probable cause to believe that the vehicle was used for the commission of prostitution, lewdness, or exposure of sexual organs; the solicitation of prostitution and lewdness; or when a vehicle unlawfully contains controlled substances or was used to facilitate the commission of any narcotics crime.

Importantly, section 20-122 does not apply and an officer may not rely on its authority to seize or impound a vehicle where: (i) the vehicle was stolen at the time that it was subject to seizure and impoundment; (ii) the police department or another law enforcement agency seizes the vehicle pursuant to the Florida Contraband Forfeiture Act; or (iii) at the time the vehicle was subject to seizure and impoundment, it was under the control of a person other than an owner or co-owner and the owner or co-owner was not present at the time the vehicle became subject to seizure and impoundment.

Proposed amendments: Adding driving under the influence to the section will provide officers an additional tool to promote public safety and penalize dangerous driving choices in the City. There does not appear to be any legal impediment to adding driving under the influence as a basis for vehicle seizure and impoundment with a companion administrative fine pursuant to section 20-122. If the proposed change is approved, officers will be educated regarding this additional public safety tool.

A number of other Florida cities have ordinances which include driving under the influence as a basis for vehicle seizure and impoundment with a companion administrative fine. A statewide search of these municipalities was conducted by my office. The list of these cities includes:

- Atlantis, FL
- Biscayne Park, FL
- Dunnellon, FL - Provides a catchall. Ordinance reads: The vehicle was used, intended or attempted to be used, to facilitate the violation of any criminal statute and the operator of the vehicle has been taken into custody by the police department and such motor vehicle would thereby be left unattended. Additional language which authorizes vehicle impoundment if the police officer has probable cause to believe that the operator of the vehicle or other person in charge of the vehicle is incapacitated to such an extent as to be unable to provide for its custody, control, or removal.
- Hypoluxo, FL
As to the proposed amendments regarding scheduling preliminary and final hearing times, historically, litigants have commented that the quick turnaround time between the date of their request for a hearing and the mandatory scheduling of the time, date, and location of the hearing (currently two business days maximum) has precluded them from having a meaningful opportunity to hire counsel, take time off of work, procure childcare, or to otherwise meaningfully secure their attendance at these optional hearings. Similarly, counsel for the Department is often strained by this “two day” scheduling mandate and can struggle to hire a hearing master, ensure necessary officer attendance, and to otherwise be best prepared to conduct a meaningful hearing. For these reasons, the Department is requesting an amendment to increase the time from the litigant’s request for a hearing to the scheduling the hearing from two business days to five business days.

**Summary:** The Department respectfully requests the following three amendments to City Code Section 20-122: (i) amend section (b) to include driving under the influence as a basis for an officer to seize and impound a vehicle; (ii) amend section (e)(2) regarding the scheduling of the optional preliminary hearing from two business days to five business days; (iii) amend section (f)(1) regarding the scheduling of the optional final hearing from two business days to five business days.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING SECTION 20-122 OF THE CITY CODE TO ADD DRIVING UNDER THE INFLUENCE PURSUANT TO FLORIDA STATUTE 316.193 AS A CRITERIA FOR MOTOR VEHICLE SEIZURE AND IMPOUNDMENT; INCREASING THE TIME TO SCHEDULE PRELIMINARY AND FINAL HEARINGS FROM TWO TO FIVE DAYS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1. The St. Petersburg City Code is hereby amended to read as follows:

Sec. 20-122. - Impoundment of motor vehicles used to facilitate prostitution and drug related crimes.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Business days means days other than Saturday, Sunday, or holidays recognized by the City.

Co-owner means any natural person owning a motor vehicle in common with another, regardless of marital relationship or the conjunctive term used on registration or title documents.

Hearing master means the person contracted with by the City as provided herein for the purpose of conducting the administrative hearing provided for herein.

Lienholder means any individual or entity which, as of the time of impoundment, has properly perfected a lien on the vehicle subject to impoundment.

Owner means the natural person who is a registered or titled owner of a motor vehicle, or a natural person having other indicia of ownership of a motor vehicle, including, but not limited to, a bill of sale or open title signed by a previous owner.

(b) Seizures and impoundment. A motor vehicle shall be subject to seizure and impoundment whenever a Police Officer has probable cause to believe that the vehicle:

(1) Was used to facilitate the commission or attempted commission of an act of prostitution, assignation or lewdness as defined in F.S. § 796.07;

(2) Was used to facilitate the commission of an act of solicitation for prostitution, lewdness, or assignation in violation of F.S. § 796.07;

(3) Was used to facilitate the commission of an unnatural or lascivious act in violation of F.S. § 800.02;

(4) Was used to facilitate the commission of the exposure of sexual organs in violation of F.S. § 800.03;
(5) Was used to facilitate the commission of a violation of section 20-121 relating to precursor acts facilitating prostitution;

(6) Unlawfully contains any controlled substance as defined in F.S. §§ 893.02 and 893.03; or

(7) Was used to facilitate the commission of any violation of F.S. ch. 893.

(8) Was driven or operated under the influence in violation of F.S. 316.193.

c) Exceptions. This section shall not apply and no vehicle shall be seized or impounded pursuant to this section if:

(1) The vehicle was stolen at the time that it was otherwise subject to seizure and impoundment;

(2) A law enforcement agency seizes the vehicle pursuant to the Florida Contraband Forfeiture Act; or

(3) At the time the vehicle is subject to seizure and impoundment, it is under the control of a person other than an owner or co-owner and the owner or co-owner was not present at the time the vehicle became subject to seizure and impoundment.

d) Duties of attending Police Officer. Upon impounding a motor vehicle, the Police Officer shall:

(1) Arrange for the towing of the vehicle by a company having a written agreement with the City to provide towing and motor vehicle storage services, to the impound lot maintained by the company for the storage of motor vehicles pursuant to the agreement;

(2) Provide written notice of impoundment by hand delivery to any owner or co-owner of the vehicle who is present at the time the vehicle is impounded. The notice shall include a statement of the fact of the vehicle impoundment, a statement that the owner has the right to request a preliminary hearing to contest the seizure and impoundment pursuant to subsection (e) of this section and a final hearing pursuant to subsection (f) of this section, and a statement of the procedure and deadlines for requesting such hearings.

The notice shall also include a statement that the owner may elect to pay the administrative civil penalty, plus any towing and storage costs, as provided herein and waive the preliminary hearing, the final hearing, or both;

(3) The Police Department shall, within two business days of the impoundment, provide a notice of impoundment to any co-owner or lienholder whose name and address are known or can be ascertained after a search of the public records. The notice shall include a statement that the co-owner or lienholder has the right to request a preliminary hearing pursuant to subsection (e) of this section and a final hearing pursuant to subsection (f) of this section and shall describe the procedure and deadlines for requesting such hearings.

e) Preliminary hearing; administrative penalty.

(1) Within five business days of receipt of the notice described in subsection (d) of this section, the owner, co-owner or lienholder may request a preliminary hearing by delivering to the address provided in the notice a written request for a preliminary
hearing. Such request for a preliminary hearing shall set forth a telephone number and correct address where the owner, co-owner or lienholder may be contacted. The written notice must be received at the address provided in the notice within the allotted time, or the right to a preliminary hearing shall be deemed to be waived.

(2) Upon timely receipt of a written request for a preliminary hearing, the POD shall schedule a hearing to be held within two business days following the date of receipt of the request. The requesting party shall be notified by telephone of the date, time and location of the hearing; however, notice may be provided by other means at the election of the POD.

(3) The hearing shall be held before a hearing master provided by the City. At the outset of such hearing, the hearing master shall determine that notice of the hearing was perfected. The sole issue to be considered by the hearing master is whether the impounding Police Officer had probable cause under this section to seize and impound the vehicle. The formal rules of evidence shall not apply and hearsay evidence, including any relevant police report, is admissible. The burden of demonstrating probable cause is on the City.

(4) If the City establishes probable cause to support the impoundment, the hearing master shall order the continued impoundment of the vehicle pending final hearing or the payment of an administrative civil penalty of $500.00 together with all fees and charges incurred for towing and storage services, in amounts not to exceed the amounts previously established by agreement between the City and the wrecking company for such services. Alternatively, the owner may secure release of the vehicle by posting a cash bond (money order or certified check) in the amount of $500.00 with the City, and payment of towing and storage charges to the wrecker company.

If no probable cause is found at the preliminary hearing, the vehicle shall be released to the owner as soon as practical without the imposition of penalties or fees whatsoever, and in such event any fees or costs paid to the City or for towing and storage of the vehicle shall be promptly refunded to the owner.

(5) An owner may elect to waive the preliminary hearing, the final hearing, or both, and pay the administrative civil penalty of $500.00 to the City and any towing and storage charges due the wrecker company. An executed waiver shall bind both the owner and co-owner except as otherwise provided herein. An owner subsequently found not guilty of all criminal offenses and ordinance violations that arose out of conduct that caused the vehicle to be impounded shall have the right to receive a refund of the civil penalty paid at the time of executing the waiver and towing and storage charges.

(f) Final hearing.

(1) Within 15 days of receipt of the notice described in subsection (d) of this section, the owner, co-owner, or lienholder may request a final hearing by delivering to the address provided in the notice a written request for a final hearing, together with a $50.00 final hearing fee (certified check or money order). Such a request for a final hearing shall set forth a telephone number and correct address where the owner, co-owner, or lienholder may be contacted. The written notice must be received by the Police Department within the allotted time, or the right to a final hearing shall be deemed to be waived.
Within **two** five business days of receipt of the request for a final hearing, the Police Department shall notify by hand delivery or by certified mail, return receipt requested, the party requesting the final hearing of the date, time and location of a final hearing to be conducted pursuant to this subsection. Notification shall be complete upon mailing. Unless continued by order of a hearing master, the final hearing shall be held no later than 15 business days after receipt of the request for final hearing. The formal rules of evidence will not apply at the final hearing and hearsay evidence is admissible. Cross examination shall be permitted and all witnesses shall be sworn. The City shall have the burden to show by clear and convincing evidence that the vehicle was used as set forth in subsection (b) of this section.

It shall be a defense that the vehicle was stolen or that the vehicle was under the control of a person other than an owner or co-owner and the owner or co-owner was not present at the time the vehicle became subject to seizure and impoundment. The owner shall have the burden of proving this defense by a preponderance of the evidence.

(2) If, after the hearing, a finding is made that the vehicle is subject to impoundment as provided herein and that none of the exceptions listed in subsection (c) of this section apply, unless the vehicle has previously been released to the owner, the hearing master shall enter an order requiring continued impoundment of the vehicle for a period not to exceed 30 days pending payment of $500.00 administrative civil penalty, plus hearing costs of $50.00 with the City, and payment of towing and storage charges to the wrecker company. If the hearing master determines that the City did not meet its burden of proof or that one of the exceptions set forth in subsection (c) of this section apply, the vehicle shall be released to the owner as soon as practical without the imposition of penalties or fees whatsoever. Any cash bond posted shall be returned.

(3) If the final hearing is not held as provided in subsection (f)(1) of this section the vehicle shall be released to the owner as soon as practical without the imposition of penalties or fees whatsoever. The owner shall not be entitled to release of the vehicle for delays in receiving notice of the final hearing absent a showing of resulting prejudice.

(g) **Failure to pay fine.** A failure by the owner to pay any fine assessed plus any accrued towing and storage charges within the time specified in the final order shall constitute abandonment of the vehicle. In the case where the vehicle is subject to a perfected lien, the City may release the vehicle to the lienholder upon payment of the administrative civil penalty and cost of the hearing to the City and accrued towing and storage fees to the wrecker company.

1) If no final hearing is timely requested, the cash bond has not been posted with the Police Department, and the vehicle is subject to a perfected lien, the City may release the vehicle to the lienholder upon payment of the administrative civil penalty and accrued towing and storage fees to the wrecker company.

2) If no final hearing is timely requested and the cash bond is not posted with the Police Department and the vehicle is not subject to a perfected lien, the vehicle shall be deemed abandoned by the owner and the vehicle shall be released to the wrecker company to satisfy the wrecker company's lien 30 days after the date of impoundment.
(h) Settlement agreements to accomplish objective of section. The City Attorney or his designee is hereby authorized to enter into settlement agreements as may be appropriate to accomplish the objective of this section.

(i) Enforcement of provisions. Nothing herein shall be construed to prohibit the City from enforcing the provisions of this section against a vehicle initially impounded pursuant to the Florida Contraband Forfeiture Act.

(j) Recording of order. A certified copy of the order of the hearing master imposing an administrative civil penalty and assessing towing, storage and hearing costs may be recorded in the public records of any county. Upon recording, the order shall constitute a lien against any personal property owned by the vehicle owner. Such lien shall be superior to all other liens, except a lien for taxes and shall bear interest at the rate authorized by law from the date of its filing. Upon petition to the circuit court such order may be enforced in the same manner as a court judgment by the sheriffs of this State, including levy against such personal property; however, such order shall not be deemed a court judgment except for enforcement purposes. In an action to enforce an order as provided in this section, the City shall be entitled to recover all costs, including a reasonable attorney's fee that it incurs thereby.

(k) Appeal. The owner of the vehicle that was seized and impounded may appeal a ruling or order of the hearing master by proceeding in circuit court in accordance with Rule 9.190, Florida Rules of Civil Procedure. An appeal shall be filed within 30 days of the rendition of the order to be appealed. The nature of the appeal shall be from a final administrative order.

(l) Authority to appoint hearing master. The POD is authorized to contract with an individual to perform the functions of a hearing master. Any such person with whom the POD contracts shall be designated as a hearing master and have all powers of the hearing master, as provided within this section.

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

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

Legal: _____________________________ Administration: ____________________________

Budget: ____________________________
MEMORANDUM

To: Darden Rice, City Council Chair; Members of City Council
From: Brett B. Pettigrew, Assistant City Attorney
CC: Alan DeLisle, City Development Administrator; Clay Smith, Downtown Enterprise Facilities Director
Date: September 18, 2017
Re: Ordinance amending City Code to allow the sale of naming rights for portions of the Mahaffey Theater facility to be approved by resolution

As you may recall from the City Council meeting held on February 2, 2017, Big 3 Entertainment, LLC, as manager of the Mahaffey Theater facility, is in the process of raising additional operating funds for the Mahaffey through the sale of naming rights for portions of the facility. Following presentation of Big 3’s naming rights plan to Council at that meeting, the Legal Department has been working with City Development and other departments to define a process for the approval of these naming rights arrangements.

There are two City Code provisions implicated in the approval of naming rights at the Mahaffey:

- Section 2-239(s), which requires a naming rights agreement to be approved by resolution
- Section 2-512(a), which requires a change of name at any City-owned land, facility, building, or portion thereof to be approved by ordinance.

Given that a naming rights arrangement of this type is temporary in nature and governed by a naming rights agreement specifying the use, duration, modification, and termination of the naming rights, Administration desires to amend section 2-512 to remove the ordinance requirement for this type of naming rights arrangement at the
Mahaffey and allow the naming to proceed solely on the basis of a resolution approving the naming rights agreement.

Accordingly, the Legal Department has drafted the attached ordinance for consideration by Council. In addition to allowing approval of naming rights arrangements at the Mahaffey by resolution, the ordinance updates this section of City Code to reflect the current name of the Duke Energy Center for the Arts and the Mahaffey Theater, and it provides a variety of changes to improve clarity and organization. In particular, new subsection (a) clarifies that this section of City Code applies only to names referring to a specific person, group, or entity that is given for honorary, memorial, sponsorship, or other similar purpose, rather than names that merely provide a description of or reference to function or location of the property, building, or facility.

It is our understanding that Big 3 and City Development may be ready to execute the first of these naming rights agreements in the first week of October, and we have been requested to submit this ordinance for first reading on September 21 and public hearing on October 5. Submission of this ordinance with the original agenda packet for September 21 was delayed due to Hurricane Irma, so it is being distributed as an addition to the agenda.

If you have any questions about the approval process established by this ordinance or the form of naming rights agreements that is being developed, please contact me directly. Otherwise, Alan Delisle or Clay Smith in City Development can provide more information about the status of the sale of naming rights by Big 3.
ORDINANCE NO. _______ 

AN ORDINANCE MAKING FINDINGS REGARDING THE CITY CODE SECTION GOVERNING THE NAMING OF CITY LANDS, FACILITIES, AND BUILDINGS; AMENDING THAT SECTION TO IMPROVE CLARITY, REFLECT THE NAME OF THE DUKE ENERGY CENTER FOR THE ARTS AND THE MAHAFFEY THEATER, AND AUTHORIZE TEMPORARY NAMING OF ANY PORTION OF THE MAHAFFEY THEATER FACILITY PURSUANT TO A NAMING RIGHTS AGREEMENT APPROVED BY RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1— FINDINGS: The City Council of the City of St. Petersburg, Florida, ("City Council") hereby makes the following findings:

(a) The Mahaffey Theater is a City-owned performing arts facility (the “Theater Facility”) located on the City-owned parcel identified as the “Bayfront Center” on the Park and Waterfront Map incorporated into the City Charter.

(b) The Theater Facility is currently managed, operated, maintained, and marketed by Big 3 Entertainment, LLC, (the “Manager”) pursuant to the March 17, 2016 Amended and Restated Management Agreement between the City and the Manager (the “Management Agreement”).

(c) In accordance with the Management Agreement and as acknowledged by City Council on February 2, 2017, in resolution 2017-67, the Manager is in the process of raising additional funds for the operation of the Theater Facility through the sale of naming rights for selected portions of the Theater Facility, including the main hall, parking garage, and box office.

(d) Any such sale of naming rights would be temporary in nature and, pursuant to City Code section 2-239, would be governed by a naming rights agreement approved by resolution of City Council.
City Code section 2-512 governs the naming and renaming of City lands, facilities, and buildings. As currently written, this section requires the City Council to adopt an ordinance to change the name of any portion of the Theater Facility.

Because it would be redundant to adopt a resolution and an ordinance concerning the same change of name at the Theater Facility, City Code section 2-512 should be amended to allow City Council to approve the temporary naming of any portion of the Theater Facility solely by resolution.

City Code section 2-512 also reflects an outdated name for the cultural center located on the Bayfront Center parcel and does not mention the Mahaffey Theater name. Accordingly, this section should be amended to reflect the current names of the cultural center and theater facility.

City Code section 2-512 should also be amended to clarify that it applies only to names given for honorary, memorial, sponsorship, or other similar purposes and to improve overall clarity.

SECTION 2—AMENDMENT OF CITY CODE: City Code section 2-512 is amended as follows, with additions indicated by underlining and deletions indicated by strikethrough:

Sec. 2-512. – Naming and renaming of City lands, facilities and buildings.

(a) This section applies only to a name referring to a specific person, group, or entity that is given for honorary, memorial, sponsorship, or other similar purpose. This section does not apply to a name given for any other purpose, such as a description of or reference to function or location.

(b) Except as otherwise authorized by this section, the name of any City-owned real property, building, or facility, or portion thereof may be named or renamed without the approval, established, changed, or removed only by an ordinance of City Council.

(c) The foregoing notwithstanding, name of any City parks, park, park building and facilities shall, park facility, or portion thereof may be named or renamed, changed, or removed only in accordance with the factors for renaming parks in chapter 21 (currently section 21-85).

_bd) This subsection contains Since September 7, 2000, the names of the following City-owned non-park real property, buildings or facilities, or portions
thereof, named or renamed since September 7, 2000, have been established, changed, or removed and are not otherwise reflected in City Code:

(1) The Quiet Room at James Weldon Johnson Branch Library located at 1059 18th Avenue South is named the “Helen Edith Allen Edwards Quiet Room.”

(2) The Teen Room at James Weldon Johnson Branch Library located at 1059 18th Avenue South is named the “St. Petersburg Masonic Lodge No. 109 Teen Room.”

(3) The new community room in the Enoch Davis Multi-Use Center located at 1111 18th Avenue South is named “The Module 16 Committee Community Room.”

(4) The sanitation complex located at 2001 28th Street North is named the “Joseph E. Savage Sanitation Complex.”

(5) The Bayfront Center, as shown of the Parks and Waterfront Property Map, is renamed the Progress Energy Center for the Arts.

(65) The terminal building located at the Albert Whitted Airport, 540 1st Street Southeast, is named the “John and Rosemary Galbraith Terminal.”

(76) The BayWalk Parking Garage located at 117 2nd Street North is renamed the “Sundial Parking Garage.”

(e) The following provisions apply to the parcel identified as the “Bayfront Center” on the Park and Waterfront Map incorporated into the City Charter:

(1) The cultural center on the parcel is named in accordance with a 2006 agreement between the City and Progress Energy Service Company, LLC, and pursuant to this agreement, the name of the cultural center is currently the “Duke Energy Center for the Arts.” Upon termination of this agreement, the name of the cultural center will revert to the “Bayfront Center.”

(2) The theater facility on the parcel is named the “Mahaffey Theater,” and that name may be changed or removed only by ordinance.
(3) Any portion of the theater facility on the parcel may be named on a temporary basis pursuant to a naming rights agreement approved by resolution in accordance with section 2-239. The initial term of such a naming rights agreement may not exceed five years. Such a naming rights agreement may be renewed for successive renewal terms as long as each renewal term is approved by resolution in accordance with section 2-239 and does not exceed five years.

(4) Except as otherwise provided by this subsection, subsection (b) still applies when the name of any City-owned real property, building, facility, or portion thereof within the parcel is established, changed, or removed.

SECTION 3—SEVERABILITY: The provisions of this ordinance are intended to be severable, and a determination that any portion of this ordinance is invalid should not affect the validity of the remaining portions of this ordinance.

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

Approved as to form and content:

City Attorney (Designee)
September 22, 2017

TO: The Honorable Members of City Council

SUBJECT: Tampa Bay Catastrophic Plan: Project Phoenix

PRESENTER: Brady Smith, Principal Planner
Tampa Bay Regional Planning Council

SCHEDULE FOR COUNCIL ON:

Agenda of October 5, 2017

Darden Rice, Chair
Council member, District 4
September 19, 2017

TO: The Honorable Members of City Council

SUBJECT: Seagrass Mitigation Update

PRESENTER: Peter Clark, President Tampa Bay Watch

SCHEDULE FOR COUNCIL ON: Agenda of October 5, 2017

Jim Kennedy
Council member, District 2
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Approval of funding for social services programs for the period of October 1, 2017 through September 30, 2018 in the amount of $478,800.

EXPLANATION: The Social Services Allocation Committee ("SSAC") has met regularly during the past several months and has reviewed the applications submitted by social service organizations for City funding. For FY 2018, the SSAC considered funding for: Programs that provide homeless services and homeless prevention services (HUD definition was included in the application) to the residents of St. Petersburg. Priority for funding was given to programs that serve:

- Families with Minor or Dependent Children
- Unaccompanied Youth
- Rapid Rehousing for Families and Individuals

All interested parties were noticed on May 19, 2017 to submit applications for funding with a July 3, 2017 deadline. A Bidders and Technical Workshop was held on June 2, 2017. On August 25, 2017, the Social Services Allocation Committee (SSAC) met for deliberations and to make recommendations for funding in FY 2018. Agencies were notified of the SSAC recommended funding amounts on August 26, 2017. Two additional meetings were held, one on September 6, 2017 to hear requests for reconsideration, and a follow-up meeting on September 20, 2017 to finalize funding recommendations for FY 2018.

This year we received a total of 20 requests for funding through the FY 2018 Social Action Funding Program. The total amount requested was $756,300. Administration and the SSAC recommends approval of $123,000 for the four agencies/programs in the non-competitive category due to the critical role they have in the infrastructure of the homeless services system of care: Pinellas County Homeless Leadership Board, 211 Tampa Bay Cares, Inc., Society of St. Vincent de Paul, South Pinellas Inc., and Operation PAR, Inc. We received 16 requests for funding through the competitive process, requesting a total of $633,300.

The SSAC, as required by Council Resolution, has nine (9) members; one representative from City Council and eight (8) appointed by the Mayor with the consent of City Council.

The SSAC is recommending funding of 16 programs (both competitive and non-competitive) in the amount of $478,800 in FY 2018.
RECOMMENDATIONS:

The Social Services Allocation Committee recommends City Council approve funding for various social service agencies in the amount of $478,800 for the period October 1, 2017 through September 30, 2018; authorizing the Mayor or his designee to execute the City’s form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or her designee to make non-substantive changes to the City’s form grant agreement, and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: $478,800 is available in Veterans, Social and Homeless Services Budget (0001/080/2327).

APPROVALS:

Administrative: [Signature]
Budget: [Signature] 9.22.17

ATTACHMENTS: Resolutions A and B
Resolution No. 2017-

A RESOLUTION APPROVING FUNDING FOR VARIOUS SOCIAL SERVICE AGENCIES IN THE AMOUNT OF $478,800 FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 ON THE RECOMMENDATION OF THE SOCIAL SERVICES ALLOCATIONS COMMITTEE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY’S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AUTHORIZING THE CITY ATTORNEY OR HER DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE CITY’S FORM GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg authorizes financial assistance to Social Service Agencies in the community; and

WHEREAS, the Social Service Allocations Committee has reviewed all eligible agencies and presented its recommendations for the period of October 1, 2017 through September 30, 2018; and

WHEREAS, each eligible agency is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, the funds are available in the Veterans, Social & Homeless Services Department (080-2327) budget; and

WHEREAS, all agencies to be funded, as specified below, met the requirements set forth in the grant application and will be required to execute the form grant agreement which sets forth the terms and conditions related to such funding.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the recommendation of the Social Services Allocations Committee, the below agencies be funded, as listed, for the period of October 1, 2017 through September 30, 2018:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Program</th>
<th>Amount</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>211 Tampa Bay Cares, Inc.</td>
<td>211 Helpline-information and referral services</td>
<td>$25,000</td>
<td>Salary: 2-1-1 Contact Center Representative</td>
</tr>
<tr>
<td>Alpha House of Pinellas County, Inc.</td>
<td>Alpha House Residential Program</td>
<td>$20,000</td>
<td>Salary: Resident Aide/Cook, Life Skills Counselor and 9 Resident Aide Positions</td>
</tr>
<tr>
<td>Boley Centers, Inc.</td>
<td>Homeless Family Housing and Support Program</td>
<td>$40,000</td>
<td>Salary: Family Services Manager</td>
</tr>
<tr>
<td>Brookwood Florida, Inc.</td>
<td>Brookwood Florida</td>
<td>$30,000</td>
<td>Salary: Crisis Shift Worker</td>
</tr>
<tr>
<td>Community Action Stops Abuse, Inc. (CASA)</td>
<td>Emergency Shelter for Victims of Domestic Violence</td>
<td>$40,000</td>
<td>Shelter Operations Costs (office space, community kitchens, laundry, youth activities, crisis hotline, playground and support groups)</td>
</tr>
<tr>
<td>Catholic Charities, Diocese of St. Petersburg, Inc.</td>
<td>Pathways Case Management</td>
<td>$26,800</td>
<td>Salary: 2 Case Manager Positions</td>
</tr>
<tr>
<td>Daystar Life Center, Inc.</td>
<td>Homeless Prevention &amp; Homelessness</td>
<td>$40,000</td>
<td>Financial Assistance with Rent, Utilities/Deposits, Transportation,</td>
</tr>
<tr>
<td>Agency</td>
<td>Program</td>
<td>Amount</td>
<td>Use</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>---------------------------------------------------</td>
<td>--------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Family Promise of Pinellas County</td>
<td>Interfaith Hospitality Network (IHN)</td>
<td>$15,000</td>
<td>Food, Medications, ID</td>
</tr>
<tr>
<td>Operation PAR, Inc.</td>
<td>St. Petersburg Homeless Street Outreach</td>
<td>$38,000</td>
<td>Salary: Executive Director and Case Manager</td>
</tr>
<tr>
<td>Pinellas County Homeless Leadership Board, Inc.</td>
<td>Homeless Services Coordination</td>
<td>$25,000</td>
<td>Salary: Chief Executive Officer</td>
</tr>
<tr>
<td>St. Petersburg Free Clinic, Inc.</td>
<td>Beacon House Men’s Residence</td>
<td>$17,000</td>
<td>Salary: Program Director</td>
</tr>
<tr>
<td>The Salvation Army of St. Petersburg</td>
<td>Residential Center for Families and Individuals</td>
<td>$20,000</td>
<td>Salary: Social Services Coordinator, Specific Assistance to Individuals</td>
</tr>
<tr>
<td>Society of St. Vincent de Paul South Pinellas, Inc.</td>
<td>POD Program</td>
<td>$35,000</td>
<td>Salary: Storage POD Attendant, CARE Center Manager &amp; Operating Expenses</td>
</tr>
<tr>
<td></td>
<td>Bridging Families</td>
<td>$40,000</td>
<td>Salary: Family Shelter Coordinator</td>
</tr>
<tr>
<td>WestCare GulfCoast-Florida, Inc.</td>
<td>Mustard Seed Inn-Rapid Rehousing at Davis-Bradley (MSI-RR)</td>
<td>$27,000</td>
<td>Salary: Case Manager, Lead Behavioral Health Technician, Data Coordinator</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$478,800</td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the form grant agreement is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney or her designee is authorized to make non-substantive changes to the form grant agreement.

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

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
City Attorney (Designee)  
00342135
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a bid from Gossamer Bay, Inc. dba Universal Controls Instrument Service Company for technical staffing of on-site instrument and process control technicians for the Water Resources Department, at an estimated annual cost of $685,350, for a total contract amount of $2,056,050.

Explanation: The Procurement Department received one bid for technical staffing of on-site instrument and process control technicians.

The vendor will replace, repair, adjust and calibrate instruments that record data and measure rate of flow, pressure, chlorine, and water height in tanks. Work is also performed on electronic, electrical, pneumatic, hydraulic, mechanical and telemetry instrumentation and process control systems. In addition, they will assist the City in maintaining comprehensive service documentation and developing planned preventive maintenance and training programs associated with instrumentation.

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

Gossamer Bay, Inc. dba Universal Controls Instrument Service Company $2,056,050
(Three-years @$685,350 per year)

Gossamer Bay, Inc. dba Universal Controls Instrument Service Company, the lowest responsible and responsive bidder, has met the requirements of Bid No. 6617, dated August 25, 2017. The company is headquartered in Auburndale, Fl. It has satisfactorily provided these services for the City of St. Petersburg. This agreement will be effective through September 30, 2020. A blanket purchase agreement will be issued and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Cosme W.T.P. Operations & Maintenance (4202077), Oberly P.S. Operations & Maintenance (4202081), Washington Terrace Operations & Maintenance (4202085), Northeast WRF (4202173), Northwest WRF (4202177), Southwest WRF (4202181), and Lift Station Maintenance (4202205) divisions.

Attachment: Bid Tabulation
Resolution

Approvals: 

[Signatures] 

[Administrative] 
[Budget]
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>*Qty. UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Scheduled hourly labor rate, up to 40 hours/week, Monday through Friday</td>
<td>32,256 HR</td>
<td>$64.50</td>
<td>$2,080,512.00</td>
</tr>
<tr>
<td>2</td>
<td>Overtime hourly labor rate in excess of 40 hours/week and emergency service calls hourly labor rate, Monday through Friday</td>
<td>225 HR</td>
<td>64.50</td>
<td>$14,512.50</td>
</tr>
<tr>
<td>3</td>
<td>Emergency service calls hourly labor rate or scheduled hourly labor rate, City holidays, Saturdays, Sundays</td>
<td>45 HR</td>
<td>64.50</td>
<td>$2,902.50</td>
</tr>
</tbody>
</table>

SubTotal: $2,097,927.00
2%10, Net 30 Discount: $41,958.54
Total: $2,055,968.46

*Qty. = Three-Year Quantity of Labor Hours
A RESOLUTION ACCEPTING THE BID AND APPROVING
THE AWARD OF A THREE-YEAR AGREEMENT TO
GOSSAMER BAY, INC. D/B/A UNIVERSAL CONTROLS
INSTRUMENT SERVICE COMPANY TO PROVIDE
TECHNICAL STAFFING OF ON-SITE INSTRUMENT AND
PROCESS CONTROL TECHNICIANS FOR THE WATER
RESOURCES DEPARTMENT FOR A TOTAL ESTIMATED
ANNUAL COST NOT TO EXCEED $685,350 FOR A TOTAL
CONTRACT AMOUNT NOT TO EXCEED $2,056,050;
AUTHORIZING THE MAYOR OR HIS DESIGNEE TO
EXECUTE ALL DOCUMENTS NECESSARY TO
EFFECTUATE THIS TRANSACTION; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received six (1)
bid to provide technical staffing of on-site instrument and process control technicians for the Water
Resources Department pursuant to Bid No. 6617, dated August 25, 2017; and

WHEREAS, Gossamer Bay, Inc. d/b/a Universal Controls Instrument Service
Company has met the specifications, terms and conditions of Bid No. 6617; and

WHEREAS, the Procurement & Supply Management Department, in cooperation
with the Water Resources Department recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of
St. Petersburg, Florida that the bid is accepted and the award of a three-year agreement to
Gossamer Bay, Inc. d/b/a Universal Controls Instrument Service Company to provide technical
staffing of on-site instrument and process control technicians for the Water Resources Department
for a total estimated annual cost not to exceed $685,350 for a total contract amount not to exceed
$2,056,050 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee)
00341955
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 2 to the Architect/Engineering Agreement with CH2M HILL Engineers, Inc. (“A/E”) dated June 17, 2016 for additional professional engineering services and reductions in previously approved services for the Wet Weather Overflow Mitigation Program – Phase II Project resulting in a net decrease in the amount of ($277,281) for a total Agreement amount not to exceed $4,103,519 (Engineering Project No. 16080-111, Oracle No. 15411); authorizing the mayor or his designee to execute agreement No. 2 and all documents necessary to effectuate this Transaction; and providing an effective date.

EXPLANATION: On June 16, 2016, City Council approved an Architect/Engineering Agreement (“A/E Agreement”) for the Wet Weather Overflow Mitigation Program – Phase II in the amount of $2,999,845 to provide professional engineering services including citywide flow monitoring, and rainfall and groundwater monitoring during dry and wet weather from June through December 2016; Infiltration/Inflow (“I/I”) characterization; Maximo Moorings Pilot Study results review; wastewater collection system hydraulic model (“Hydraulic Model”) improvements; collection system capacity analysis/stress test (“Stress Test”); reporting; project management; and meetings. The approval included $153,518 of Owner’s Allowance.

On January 31, 2017, Owner’s Allowance was authorized in the amount of $129,292 to provide additional services related to I/I characterization for rehabilitation prioritization; I/I characterization and presentation for Tropical Storm Hermine; reviews and attend meetings related to the Maximo Pilot Study; and installation of 3 additional flow meters.

On April 20, 2017, City Council approved the First Amendment to the A/E Agreement for the Wet Weather Overflow Mitigation Program – Phase II in the amount of $1,491,486 to provide professional engineering services including citywide flow monitoring, and rainfall and groundwater monitoring during dry and wet weather from May through July 2017; I/I characterization; Hydraulic Model improvements; collection system Stress Test; reporting; project management; and meetings. The original flow monitoring program performed from June through December 2016 provided a short period of increased wet weather followed by an extended period with no significant wet weather occurrences. The Hydraulic Model could not be calibrated to industry standards due to lack of suitable wet weather events, and additional flow monitoring during 2017 was required. The approval included $622,800 of Owner’s Allowance that could be used to extend the flow monitoring program for an additional 3 months, if necessary. The approval also included a reduction of ($110,531) from the original agreement for services that were not performed due to the lack of suitable wet weather events during the 2016 flow monitoring program.

The updated Hydraulic Model will be used to analyze existing conditions and future conditions reflecting population growth, I/I remediation, groundwater, and planned projects. A/E will use the Hydraulic Model to perform the collection system Stress Test for a single design rainfall condition proposed to be based on the August 2015 event. A climate resiliency evaluation will be performed to evaluate the impact of climate change including sea level rise and projected rainfall increase.

On July 14, 2017, Owner’s Allowance was authorized in the amount of $565,524 to provide additional services to extend the flow monitoring program from July through October 2017 because wet weather
events producing suitable flow and rainfall data for calibration of the Hydraulic Model had not occurred. This authorization was based on a time and materials basis. Following the extension, the data collection requirements were met and the flow monitoring program was terminated, resulting in cost savings which are applied to the Second Amendment.

The City has requested that the A/E provide additional services to evaluate the operation of Flow Control Structure 2 ("FCS2"), and to include additional scenarios related to the Stress Test.

Under the Second Amendment to the A/E Agreement for the Wet Weather Overflow Mitigation Program – Phase II Project, the A/E will evaluate the operation of FCS2 using the interim Hydraulic Model calibrated with August 8-9, 2016 flow and rainfall data, and the Hydraulic Model calibrated with 2017 flow and rainfall data will be used to assess an increased range of rainfall scenarios for the Stress Test. Additionally, there are reductions in previously approved engineering services resulting in cost decreases. This Second Amendment provides for additional services while reducing the previously approved funding.

FCS2 allows for the controlled transfer of wet weather flow from the Northeast to the Southwest wastewater service areas. The interim Hydraulic Model calibrated with data from the 2016 flow monitoring program will be used to evaluate the operation and performance of FCS2 for 5 operational scenarios (various states of control from fully closed to open). The evaluation will result in recommended manhole locations for installation of level sensors upstream and downstream of FCS2 to inform the real-time operation of FCS2 during wet weather events. The use of the interim Hydraulic Model for this evaluation will provide useful recommendations in a timelier manner. The results of the FCS2 evaluation will be presented in a Technical Memorandum, and completed for a not to exceed amount of $18,947.

The Stress Test of the collection system Hydraulic Model was originally anticipated to use a single design rainfall condition proposed to be based on the August 2015 event, and it has been subsequently proposed to use a design rainfall condition based on the August 2016 event, Tropical Storm Hermine ("TS Hermine"). Rainfall data was collected for TS Hermine During the 2016 flow monitoring program. This rainfall data was distributed spatially across the City, while the rainfall data for the August 2015 event was not. The TS Hermine rainfall event stressed the City’s collection system, and it is recommended that the Stress Test rainfall event be based on TS Hermine. The Stress Test would be evaluated for the existing and the future collection system Hydraulic Models. The future collection system Hydraulic Model includes known future projects and the effects of climate change. Analysis of the spatial distribution of rainfall associated with TS Hermine revealed the eastern portions of the City received significantly less total rainfall depth than the western portions. A synthetic storm event will be created to address the varying rainfall spatial distribution. The synthetic storm event will be based on the average of the most intense 24-hour rainfall depths received at the 9 rain gauges throughout the City during TS Hermine (approximately 7-inch rainfall depth in 24 hours), and the temporal rainfall distribution will be based on a representative rainfall pattern from TS Hermine. This synthetic storm event will be applied to the entire City collection system under the Stress Tests. The existing collection system Hydraulic Model Stress Test will be evaluated using the synthetic storm scaled to 3, 5, and 7-inches total rainfall depth in 24 hours with FCS2 fully open and closed (6 scenarios) to evaluate a range of effects on the existing collection system. The future collection system Hydraulic Model Stress Test will be evaluated using 7-inches total rainfall depth in 24 hours with FCS2 fully open (1 scenario) for comparison. The results of the Stress Test will be presented in the report, and completed for a not to exceed amount of $70,272.

The 2017 flow monitoring program was performed from May through August 2017. The 2017 flow monitoring program was concluded early because suitable flow and rainfall data were collected for the necessary 3 to 5 additional wet weather events required for the Hydraulic Model calibration. The early conclusion of the 2017 flow monitoring program resulted in a cost decrease of ($333,000). The interim
Stress Test using the interim Hydraulic Model calibrated with the 2016 flow and rainfall data was not performed, and resulted in a cost decrease of ($33,500).

A/E Agreement for Wet Weather Overflow Mitigation Program – Phase II, Revision 1 to the A/E Agreement, First Amendment to the A/E Agreement, Revision 1 to the First Amendment to the A/E Agreement, and Second Amendment to the A/E Agreement includes the following tasks and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/E Agreement for citywide flow, rainfall and groundwater monitoring</td>
<td>$2,846,327</td>
</tr>
<tr>
<td>during 2016; I/I characterization; Maximo Moorings Pilot Study review;</td>
<td></td>
</tr>
<tr>
<td>Hydraulic Model; collection system Stress Test; reporting; project</td>
<td></td>
</tr>
<tr>
<td>management; and meetings (Approved amount less Owner’s Allowance)</td>
<td></td>
</tr>
<tr>
<td>Revision 1 to the A/E Agreement for additional services including I/I</td>
<td>$129,292</td>
</tr>
<tr>
<td>characterization for rehabilitation prioritization; I/I characterization and</td>
<td></td>
</tr>
<tr>
<td>presentation for TS Hermine; Maximo Pilot Study; and installation of 3</td>
<td></td>
</tr>
<tr>
<td>additional flow meters (Approved)</td>
<td></td>
</tr>
<tr>
<td>First Amendment to the A/E Agreement for citywide flow, rainfall and</td>
<td>$868,686</td>
</tr>
<tr>
<td>groundwater monitoring during 2017; I/I characterization; Hydraulic</td>
<td></td>
</tr>
<tr>
<td>Model improvements; collection system Stress Test; reporting; project</td>
<td></td>
</tr>
<tr>
<td>management; and meetings (Approved amount less Owner’s Allowance)</td>
<td></td>
</tr>
<tr>
<td>First Amendment to the A/E Agreement for reduction of services not</td>
<td>($110,531)</td>
</tr>
<tr>
<td>performed due to the lack of wet weather events during the 2016 flow</td>
<td></td>
</tr>
<tr>
<td>monitoring program (Approved)</td>
<td></td>
</tr>
<tr>
<td>Revision 1 to the First Amendment to the A/E Agreement for additional</td>
<td>$565,524</td>
</tr>
<tr>
<td>services to extend the flow monitoring program during 2017 (Approved)</td>
<td></td>
</tr>
<tr>
<td>Second Amendment to the A/E Agreement for additional services related to</td>
<td>$18,947</td>
</tr>
<tr>
<td>FCS2 evaluation (New)</td>
<td></td>
</tr>
<tr>
<td>Second Amendment to the A/E Agreement for additional services related to</td>
<td>$70,272</td>
</tr>
<tr>
<td>additional Stress Test Scenarios (New).</td>
<td></td>
</tr>
<tr>
<td>Second Amendment to the A/E Agreement for early termination of flow</td>
<td>($333,000)</td>
</tr>
<tr>
<td>monitoring program during 2017 (New)</td>
<td></td>
</tr>
<tr>
<td>Second Amendment to the A/E Agreement for elimination of interim Stress</td>
<td>($33,500)</td>
</tr>
<tr>
<td>Test using the 2016 interim Hydraulic Model (New)</td>
<td></td>
</tr>
<tr>
<td>Remaining Owner’s Allowance (Approved)</td>
<td>$81,502</td>
</tr>
<tr>
<td>Amended Total A/E Agreement Amount</td>
<td>$4,103,519</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute Amendment No. 2 to the Architect/ Engineering Agreement with CH2M HILL Engineers, Inc. ("A/E") dated June 17, 2016 for additional professional engineering services and reductions in previously approved services for the Wet Weather Overflow Mitigation Program – Phase II Project resulting in a net decrease in
the amount of ($277,281) for a total Agreement amount not to exceed $4,103,519 (Engineering Project No. 16080-111, Oracle No. 15411).

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

ATTACHMENTS: Flow Control Structure #2 Map

APPROVALS:

[Signatures]

sm Administrative

Budget
RESOLUTION NO. 2018-___

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE ARCHITECT/ENGINEERING AGREEMENT WITH CH2M HILL ENGINEERS, INC. (“A/E”) DATED JUNE 17, 2016 FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES AND REDUCTIONS IN PREVIOUSLY APPROVED SERVICES FOR THE WET WEATHER OVERFLOW MITIGATION PROGRAM – PHASE II PROJECT RESULTING IN A NET DECREASE IN THE AMOUNT OF ($277,281) FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED $4,103,519 (ENGINEERING PROJECT NO. 16080-111, ORACLE NO. 15411); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 16, 2016, City Council approved an Architect/Engineering Agreement (“Agreement”) for the Wet Weather Overflow Mitigation Program – Phase II in the amount of $2,999,845 to provide professional engineering services including citywide flow monitoring, and rainfall and groundwater monitoring during dry and wet weather from June through December 2016; and

WHEREAS, on January 31, 2017, Owner’s Allowance was authorized in the amount of $129,292 to provide additional services related to I/I characterization for rehabilitation prioritization, I/I characterization and presentation for Tropical Storm Hermine, reviews and meeting attendance related to the Maximo Pilot Study, and installation of 3 additional flow meters; and

WHEREAS, on April 20, 2017, City Council approved the First Amendment to the Agreement for the Wet Weather Overflow Mitigation Program – Phase II in the amount of $1,491,486 to provide professional engineering services including citywide flow monitoring, and rainfall and groundwater monitoring during dry and wet weather from May through July 2017; and

WHEREAS, on July 14, 2017, Owner’s Allowance was authorized in the amount of $565,524 to provide additional services to extend the flow monitoring program from July through October 2017 because wet weather events producing suitable flow and rainfall data for calibration of the Hydraulic Model had not occurred; and

WHEREAS, Amendment No. 2 to the Agreement with CH2M Hill provides for additional services to include evaluation of the operation of FCS2 using the interim Hydraulic Model calibrated with the August 8-9, 2016 flow and rainfall data and the Hydraulic Model calibrated with the 2017 flow and rainfall data will be used to assess an increased range of rainfall scenarios for the Street Test for a total not to exceed amount of $89,219; and
WHEREAS, Amendment No. 2 amends the term of the Agreement; and

WHEREAS, Amendment No. 2 will also include cost reductions for previously approved engineering services resulting in a decrease of ($277,281) for a total Agreement amount not to exceed $4,103,519; and

WHEREAS, Administration recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Amendment No. 2 to the Architect/Engineering Agreement with CH2M Hill Engineers, Inc., (“A/E”) dated June 17, 2016 for additional professional engineering services and reductions in previously approved services for the Wet Weather Overflow Mitigation Program – Phase II Project, resulting in a net decrease in the amount of ($277,281) for a total Agreement amount not to exceed $4,103,519 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute Amendment No. 2 and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Miscellaneous]

City Attorney (designee)

00343166
SECOND AMENDMENT TO ARCHITECT/ENGINEERING AGREEMENT DATED JUNE 17, 2016 BETWEEN CH2MHILL AND THE CITY OF ST. PETERSBURG

THIS SECOND AMENDMENT ("Second Amendment") to the Architect/Engineering Agreement dated June 17, 2016, as previously amended, is made and entered into on this ___ day of __________, 2017 by and between the City of St. Petersburg, Florida ("City") and CH2MHill ("A/E").

WITNESSETH:

WHEREAS, the City and A/E entered into an Architect/Engineering Agreement on June 17, 2016 for the Wet Weather Overflow Mitigation Program – Phase II Project ("Agreement"), for A/E to perform professional engineering services ("Services") as set forth in Appendix A – Scope of Services to that Agreement and in accordance with the Agreement and any subsequent Amendments, for a total contract amount not to exceed $2,999,845; 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, the Agreement previously was amended on May 5, 2017 to revise the original Scope of Service and reducing the original contract amount by $110,531; to include additional Services and to provide for additional compensation in the amount of $1,491,486 for a total contract price not to exceed $4,380,800; and

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

WHEREAS, the City and the A/E desire to amend the Agreement by revising the Scope of Services as set forth in Appendix A and attached Exhibits to Appendix A, attached hereto and incorporated by reference herein, for a total Agreement amount not to exceed $4,103,519.

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 Second Amendment shall have the same meaning specified in the Agreement unless otherwise set forth herein.

2. Section 2.0 of the Agreement is hereby amended to read as follows:

3. "This Agreement shall commence on the Execution Date and shall be completed when the A/E has completed the Scope of Services and provided all the Deliverables required by and in accordance with this Agreement ("Term") and any amendments to the Agreement, unless this Agreement is terminated earlier as provided for herein."

4. Any and all provisions of the Agreement, as previously amended, and Scope of Service not specifically amended by this Second Amendment shall remain in full force and effect.

5. The Scope of Services is amended to include those additional services as set forth in Appendix A to this Amendment. No additional compensation is included and the total authorized Agreement amount shall not exceed $4,103,519.

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

A/E

By: ________________________________
Print: ______________________________
Title: ______________________________

WITNESSES:

By: ________________________________
Print: ______________________________

CITY OF ST. PETERSBURG, FLORIDA

By: ________________________________
Print: ______________________________
Title: ______________________________

ATTEST:

Chan Srinivasa, City Clerk

(SEAL)
Approved as to Form and Content:

City Attorney (Designee)
00341112
PROGRAM BACKGROUND
Under the Wet Weather Overflow Mitigation Program Phase II contract, a Flow Monitoring Program was performed in 2016 to capture flow data for the purposes of updating the City’s wastewater collection system model. To calibrate and validate the model to industry standards, 3 to 5 wet weather events of varying rainfall depth and intensity with full coverage over the service area were sought. During the 2016 flow monitoring period, only one suitable wet weather event that resulted in widespread sewer system response was captured. To maintain the City’s critical schedule, the model was updated with the available data but does not meet industry standards. The City is currently interested in using the interim model to evaluate the performance of Flow Control Structure 2 to identify locations to place level sensors to operate the flow control structure in real-time. This Amendment to Agreement addresses the evaluation of Flow Control Structure 2 and identification of potential locations for level sensor placement. In addition to the Flow Control Structure 2 analysis, this contract modification includes updates to the scope of services for the stress test/capacity analysis and report completion tasks. This amendment also addresses budget and schedule changes to the 2017 flow monitoring task due to the collection of needed data being completed earlier than was scoped. While the subsequent model update with the 2017 flow monitoring data has been scoped in a previous Amendment to Agreement, this Amendment to Agreement also includes five additional stress test scenarios to be run with the fully calibrated hydraulic model.

ADDITIONAL SCOPE OF SERVICES
The additional Scope of Services includes the following tasks:

Task 1 — Flow Monitoring Program
No additional scope of services will be completed under this task.

Task 2 - I/I Characterization
No additional scope of services will be complete under this task for this amendment.

Task 3 – Maximo Moorings Pilot Study Results Analysis
No additional scope of services will be completed under this task.

Task 4 - Wastewater Hydraulic Model Improvements
No additional scope of services will be completed under this task for this amendment.
Task 5 - Capacity Analysis/Stress Test

As directed by the City in an email dated July 10, 2017, CH2M will not perform the interim Capacity Analysis/Stress Test with the interim model and, as such, will not submit an interim version of the Capacity Analysis/Stress Test report section. This portion of the existing scope of work will be defunded accordingly.

The original scope of services included the evaluation of two model scenarios: (1) the existing system for the selected stress test rainfall event, and (2) the future system with climate change adjustments for the selected stress test rainfall event adjusted for climate change, for the August 2015 rainfall event. During the 2016 flow monitoring period, rainfall data were collected for Tropical Storm Hermine (“TS Hermine”). These rainfall data were distributed spatially across the City’s service area, while the rainfall data for the August 2015 event were only available for one rain gauge. The TS Hermine rainfall event also stressed the City’s collection system, so it is recommended that the Capacity Analysis/Stress Test rainfall event be based on TS Hermine. Analysis of the spatial distribution of rainfall associated with TS Hermine revealed that the eastern portions of the City received significantly less total rainfall depth than the western portions of the City. Thus, a synthetic rainfall event will be developed based on the average of the most intense 24-hour rainfall depths received at the nine rain gauges throughout the City during TS Hermine (approximately 7-inch rainfall depth in 24 hours), and the temporal rainfall distribution will be based on a representative rainfall pattern. This synthetic rainfall event will be applied to the entire collection system for the Capacity Analysis/Stress Test.

The City requested that CH2M evaluate additional scenarios during the final Capacity Analysis/Stress Test. The City expanded the scope of services to include the performance, evaluation, and documentation of seven model scenarios using the synthetic rainfall temporal distribution developed based on TS Hermine:

- Existing system with Flow Control Structure 2 open for the 3” total rainfall event
- Existing system with Flow Control Structure 2 closed for the 3” total rainfall event
- Existing system with Flow Control Structure 2 open for the 5” total rainfall event
- Existing system with Flow Control Structure 2 closed for the 5” total rainfall event
- Existing system with Flow Control Structure 2 open for the 7” total rainfall event
- Existing system with Flow Control Structure 2 closed for the 7” total rainfall event
- Future system with climate change adjustments for the 7” total rainfall event with Flow Control Structure 2 open.

Each depth of rainfall indicated above will be input into the model as a synthetic event with the spatial distribution of rainfall being homogenous. Each depth of rainfall indicated above will also have the same temporal distribution of rainfall with regards to percent of the total depth of rainfall per unit time over 24 hours. The results of the stress testing in this task will be developed in two phases. The existing system stress test scenarios and future stress test scenario will be run, and aerial maps indicating theoretical surcharging and overflows will be produced and submitted to the City. All maps will be included in a Capacity Analysis Report Section of the project report. No costing information of perceived improvements needed for any one of these stress test scenarios will be included as part of this scope of work.
Task 5 Deliverables: Stress Test Aerial Maps of Results, Draft Stress Test Report Section, Final Stress Test Report Section

Task 6 – Report Completion
CH2M has been directed not to perform the interim Capacity Assessment/Stress Test with the interim model or develop an interim version of the Capacity Analysis/Stress Test report section, there will be no revision to the Capacity Assessment/Stress Test report section under this task. This portion of the task will be defunded accordingly, as described under the Engineer’s Compensation section below.

Because the City has requested additional work associated with the final stress test, additional time will be needed to compile the results from the stress test under this Amendment to Agreement into the final report. The additional scope related to compiling the results from the expanded Capacity Analysis/Stress Test scenarios is equal to the savings of not performing the interim Capacity Analysis/Stress Test and corresponding documentation, therefore, there is no change in cost for Task 6.

Under the original Task 6 scope of services, CH2M was tasked with updating the I/I cost curve developed under Phase I of the Wet Weather Flow Mitigation program based on the data gathered during Phase II. The cost curve update will only include replacement of the assumed costs for manhole replacement, manhole lining, sewer main lining, and public sewer lateral lining with local costs. The Phase I cost curve does not include costs for collection system capacity improvements. It is expected that the I/I cost curve will be further refined to include costs for collection system improvements under the Integrated Water Resources Master Plan.

Task 7 - Project Management
No additional scope of services will be completed under this task for this amendment.

Task 8 - Meetings
No additional scope of services will be completed under this task for this amendment.

Task 9 – Owner’s Allowance
This Scope of Services identifies the preparation of specific deliverables. Additional services beyond those specified in Tasks 1 through 11 may be performed at the City’s discretion under this task. These additional services may include, but not be limited to, additional flow monitoring, additional groundwater monitoring, surveying, unforeseen data analysis, and additional model runs. Under the original scope of services, an effort not to exceed $776,318 was allocated for this task. To date, the City has authorized the use of $694,816 for services outside of the original scope of services, including the 3-month flow monitoring extension under Task 10, leaving $81,502 as unallocated Owner’s Allowance.

As part of this Amendment to Agreement, the Owner’s Allowance will be refunded in the amount of $366,500 to account for the shortened flow monitoring period (From Task 10: $333,000 refund to Owner’s Allowance) and the non-performance of the interim stress test (From Task 5: $33,500 refund to Owner’s Allowance).

To fund the additional scope of services under Tasks 5 and 11, $89,219 will be moved from the Owner’s Allowance to the respective tasks ($70,272 for Task 5 and $18,947 for Task 11). After refunding the Owner’s Allowance for the shortened flow monitoring period and non-performance of the interim stress test, the remaining unallocated amount of $81,502 will also be ref...
test and funding the additional scope of services under Tasks 5 and 11, the contract will be defunded by $277,281. The remaining Owner’s Allowance shall not exceed $81,502. Table 1 summarizes the costs associated with the Owner’s Allowance.

Table 1. Owner’s Allowance Cost Summary

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner’s Allowance Budget</td>
<td>$776,318</td>
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</tr>
<tr>
<td>Authorized Owner’s Allowance for Additional Service</td>
<td>$694,816</td>
<td>Owner’s Allowance less $129,292 previously allocated for additional scope or services plus $565,524 allocated to Task 10 for 3-months of additional flow monitoring</td>
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<tr>
<td>Unallocated Owner’s Allowance</td>
<td>$81,502</td>
<td></td>
</tr>
<tr>
<td>Authorized Owner’s Allowance Refund</td>
<td>($366,500)</td>
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</tr>
<tr>
<td>Task 5- Capacity Analysis/Stress Test</td>
<td>($33,500)</td>
<td>Refund for non-performance of interim stress test</td>
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<tr>
<td>Task 10- Flow Monitoring Program</td>
<td>($333,000)</td>
<td>Refund for shortened flow monitoring period</td>
</tr>
<tr>
<td>Owner’s Allowance Request- New Scope Items</td>
<td>$89,219</td>
<td></td>
</tr>
<tr>
<td>Task 5- Capacity Analysis Stress Test</td>
<td>$70,272</td>
<td>Scope for evaluation of additional stress test scenarios</td>
</tr>
<tr>
<td>Task 11- Flow Control Structure 2 Analysis</td>
<td>$18,947</td>
<td>Scope for Flow Control Structure 2 Analysis with interim model</td>
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<tr>
<td>Defunding of Authorized Owner’s Allowance</td>
<td>($277,281)</td>
<td>This amount will be defunded from the project</td>
</tr>
<tr>
<td>Remaining Unallocated Owner’s Allowance</td>
<td>$81,502</td>
<td></td>
</tr>
</tbody>
</table>

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

Task 10 — Flow Monitoring Program
On July 12, 2017, CH2M submitted the WWOMP Phase II Owner Allowance Request 2 to fund up to an additional three months of sewer flow monitoring for 8 rain gauges and 35 flow meters, including maintenance of the flow monitors and collection of the flow data. Sufficient flow data was collected for calibration prior to the end of the three-month extension and CH2M is currently in the process of demobilizing the flow meters. The cost savings for the reduction of time for the flow monitoring has been incorporated back into Task 9 - Owner’s Allowance.

Task 11 — Flow Control Structure 2 Analysis
CH2M will use the interim model to evaluate the operation of Flow Control Structure 2, which transfers wet weather flow between the SWWRF (AWWRF) and NEWRF basins. Ultimately, CH2M will recommend manhole locations for placement of level sensors upstream and downstream of Flow Control Structure 2.
in the SWWRF (AWWRF) and NEWRF basins to inform operation of the flow control structure during wet weather flow.

CH2M will review the Basis of Design Report, O&M Manual, and as-built drawings for the flow control structure provided by the City to understand the configuration of Flow Control Structure 2 and determine the most accurate way of representing the pinch valve in the model, and the model will be updated accordingly.

The resulting model will be used to evaluate the operation and performance of Flow Control Structure 2 for the following operational scenarios for the August 8-9, 2016 storm event:

- Valve 0% open
- Valve 50% open
- Valve 100%

Based on the results of these operational scenarios, CH2M will evaluate the performance of the flow control structure for two additional operational settings. CH2M will use the results of the model analysis to recommend manhole locations for level sensor placement upstream and downstream of Flow Control Structure 2 in the SWWRF (AWWRF) and NEWRF basins to inform operation of the flow control structure during future wet weather flow events.

The results and recommendations from this evaluation will be documented in a technical memorandum and presented to the City via conference call.

Task 11 Deliverables: Technical Memorandum documenting results of evaluation and recommending locations for level sensors

ASSUMPTIONS

The assumptions made for the above scope of services includes, but may not be limited to, the following:

1. No water quality analysis will be conducted on the collection system.
2. The City will provide any survey needs throughout the course of this project for rain gauges, groundwater monitoring wells, meters, and sewer system attributes.

DELIVERABLES

The only additional deliverable associated with this amendment will be a technical memorandum documenting the results and recommendations of the Flow Control Structure 2 analysis.

SCHEDULE

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

For the above described SCOPE OF SERVICES FOR PHASE II, the City will compensate CH2M on a lump sum basis as detailed in Exhibit 2.

Exhibit 2 shows a net contract cost of $0 to complete the additional scope of services described in this SCOPE OF SERVICES FOR PHASE II – AMENDMENT TO AGREEMENT. As shown in Exhibit 2, a portion of the compensation approved as part of the original and amended scope of services under Tasks 5 and 10 in the total amount of $366,500 will be defunded from this contract; however, an additional cost of $70,272 under Task 5 and $18,947 under Task 11 is needed to complete the above described new scope items. The remaining balance of the contract in the amount of $277,281 is defunded from the contract.

The total contract cost is $4,103,519 including the unauthorized portion of Owner's Allowance. The total contract cost authorized by the City is $4,022,017.
Exhibit 1 – Schedule
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<tr>
<th>Task</th>
<th>Task Name</th>
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<td>Thu 6/30/17</td>
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Project Attachment 2 - WATER
Date: 5/26/17

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Page 2
Exhibit 2 — Work Breakdown
Exhibit 2
Work Breakdown
Wet Weather Overflow Mitigation Program - Phase II
Amendment to Agreement

2. includes expenses for travel, equipment, mileage, postage, reprographics, communications and computer charges.

1. Original Cost Total:
$4,482,900
New Contract Total Cost:
$4,282,000
New Contract Total Cost Authorized to Spend:
$4,030,900

Notes:
1. Non-labor items, actual rates may vary depending on prevailing market.
2. Includes expenses for travel, equipment, mileage, postage, reprographics, communications, and computer charges.

Direct Labor Rates Classification

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1. Note: Items with a asterisk signify cost elements which are subject to change due to fluctuations in market conditions.

I. Fee Calculation

1. Wastewater Hydraulic Improvements
2. Capacity Analysis/Stress Test
3. Project Management
4. Monitoring
5. Owner's Allowance
6. 2017 Flow Monitoring Program
7. Flow Monitoring Services Planning
8. Mter Installation
9. Retained Monitoring
10. Flow Monitoring
11. Flow Data Processing
12. Flow Control Structure 2 Analysis

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Amendment Limit Cost - Task 3 through Task 8
$56,172
Amendment Time and Materials Cost - Task 9 Owner's Allowance Unauthorized
$8
Amendment Time and Materials Cost - Task 10
$333,840
Amendment Lump Sum Cost - Task 13
$59,947
Amendment Total Cost
$439,919
Contract Total Cost:
$4,983,846
New Contract Total Cost:
$4,282,000
New Contract Total Cost Authorized to Spend:
$4,030,900
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a 129.82 foot portion of a 16-foot wide east/west alley northwest of the intersection of 16th Street North and 1st Avenue North. (City File No.: 17-33000012)

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 October 19, 2017.

The Request: The request is to vacate a 129.82 foot portion of a 16-foot wide east/west alley northwest of the intersection of 16th Street North and 1st Avenue North. The applicant proposes to dedicate a new north-south alley which will connect the portion of the alley to remain to 1st Avenue North. The applicant owns all of the property on the north side of the alley and the corner parcel at the intersection of 1st Avenue North and 16th Street North.

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

Agency Review: The application was routed to the standard list of City Departments and private utility agencies; they did indicate the presence of facilities in the alley to be vacated and requested either an easement or relocation at the applicant’s expense.

Public Comments: One call was received in response to the mailed notice of the DRC hearing, the caller indicated no concerns. The Methodist Town Neighborhood Association sent a letter in support of the vacation.

DRC Action/Public Comments: On September 6, 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. Prior to recording of the vacation ordinance, the applicant(s) shall address the location of public and private utilities and services by providing a public utility easement covering the entire area to be vacated, providing a private easement to the utility, or relocating City and private utilities at the applicant's expense. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, or that the facilities have been relocated.

2. Prior to the recording of the vacation ordinance, the alley along with all of the abutting properties shall be re-platted. This replat shall include the dedication of a new 20-foot north-south alley segment connecting the remaining alley to 1st Avenue North.

3. Primary vehicular access for the future development shall be provided to 17th Street, which is a local street, rather than 1st Avenue North and 16th Street, which are major streets.

4. The only vehicular access to 1st Avenue North within the lots facing onto 1st Avenue North shall be through the newly dedicated alley segment, no additional curb cuts shall be permitted.

5. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


7. As required by 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. A completed application for Extension of Approval shall be submitted by the deadline for the DRC hearing prior to the expiration date.

Attachments: Map, Aerial, DRC Staff Report with Engineering Memo, Ordinance with Sketch and Legal
Attachment A
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-330000012
Address: 114 16th Street North and Associated Parcel to the North
ORDINANCE NO. ______

AN ORDINANCE APPROVING A VACATION OF A 129.82 FOOT PORTION OF A 16-FOOT WIDE EAST/WEST ALLEY NORTHWEST OF THE INTERSECTION OF 16TH STREET NORTH AND 1ST 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 September 6, 2017 (City File No. 17-33000012):

Legal Description: Attached Exhibit “A” – 2 pages.

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

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

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

2. Prior to the recording of the vacation ordinance, the alley along with all of the abutting properties shall be re-platted. This replat shall include the dedication of a new 20-foot north-south alley segment connecting the remaining alley to 1st Avenue North.

3. Primary vehicular access for the future development shall be provided to 17th Street, which is a local street, rather than 1st Avenue North and 16th Street, which are major streets.

4. The only vehicular access to 1st Avenue North within the lots facing onto 1st Avenue North shall be through the newly dedicated alley segment, no additional curb cuts shall be permitted.

5. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.

7. As required by 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. A completed application for Extension of Approval shall be submitted by the deadline for the DRC hearing prior to the expiration date.

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

LEGAL:

[Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signature]
DESCRIPTION

THAT PORTION OF A 16 FOOT ALLEY BEING A PART OF BLOCK 12, FULLER SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 16 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF POZIN SUBDIVISION AS RECORDED IN PLAT BOOK 138, PAGE 3 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S.00°28'20"E., 16.43 FEET TO THE NORTHEAST CORNER OF H.C. CASE'S SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID H.C. CASE'S SUBDIVISION AND THE NORTH LINE OF LOT 4, BLOCK 12, FULLER SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 12 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, S.89°57'05"W., 130.00 FEET; THENCE LEAVING SAID NORTH LINE, N.00°08'40"E., 16.54 FEET TO A POINT ON THE SOUTH LINE OF SAID POZIN SUBDIVISION; THENCE ALONG SAID SOUTH LINE, EAST, 129.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,142 SF (0.049 ACRES) MORE OR LESS.

NOTES

1. BEARINGS ARE BASED ON THE SOUTH LINE OF POZIN SUBDIVISION AS RECORDED IN PLAT BOOK 138, PAGE 3 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING WEST.

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 STANDARDS OF PRACTICE 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

POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 6113
2165 SUNNYDALE BOULEVARD, SUITE D
CLEARWATER, FLORIDA 33765
(727) 461-6113

ITEM DATE BY QC

| SKETCH & DESCRIPTION | 07—24—17 | JT | DHR |

FIRST NORTH LOFTS
PORTION 16' ALLEY
VACATION
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Economic Development Department records, Commissioner Griner resides or has a place of business within 2,000 feet of the subject property. Commissioner Vickstrom has declared a conflict. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on September 6, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 17-33000012

REQUEST: Approval of a Vacation of a 129.82 foot portion of a 16-foot wide east/west alley northwest of the intersection of 16th Street North and 1st Avenue North.

OWNER: Devmar 16th Street LLC
114 16th Street North
Saint Petersburg, Florida 33705

AGENT: James Pappas, President
Fusco, Shaffer & Pappas, Inc.
550 East Nine Mile Road
Ferndale, Michigan 48220

ADDRESSES AND PARCEL ID NOS.: 114-16th Street North; 24-31-16-14130-000-0010
0 16th Street North; 24-31-16-72810-001-0010

LEGAL DESCRIPTION: On File

ZONING: Downtown Center (DC-2)
DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a 129.82 foot portion of a 16-foot wide east/west alley northwest of the intersection of 16th Street North and 1st Avenue North. The applicant proposes to dedicate a new north-south alley which will connect the portion of the alley to remain to 1st Avenue North. The applicant owns all of the property on the north side of the alley and the corner parcel at the intersection of 1st Avenue North and 16th Street North.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments A and B) and Sketch and Description (Exhibit "A"). The applicant's goal is to consolidate the property for redevelopment into apartments and a parking garage.

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 (Attachment D) does provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations

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

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

The application was routed to the standard list of City Departments and private utility providers. There are numerous City and private utilities within the portion of the right-of-way proposed for vacation. The City's Engineering Department indicated that there is a sanitary sewer line in the portion of alley to be vacated which would be abandoned to the property owner. The City's Sanitation Department has requested that the developer coordinate with them on the location of sanitation containers. TECO/Peoples Gas, Frontier Communications, WOW and Duke Energy indicated that they objected to the vacation as they have facilities within the area of right-of-way to be vacated. The applicant has agreed that they will relocate the facilities at their expense and this has been included as a proposed condition of approval.

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 proposed vacation will not deny access to any lot of record. The east-west alley, which is proposed for vacation, is currently used to access properties to the north and south of the alley. During redevelopment of the block, and through the platting process, traffic
circulation, utilities and sanitation locations will be addressed. All lots will still have access to right-of-ways, and the functions normally provided by the alley will be provided through a replacement section of alley which is a suggested condition of approval (See Exhibit E - Alley to be Dedicated and F - Conceptual Site Plan).

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

Vacation of the alley, if approved, is not anticipated to adversely impact the existing roadway network or substantially alter utilized travel patterns. Other similar requests have been approved in the surrounding blocks, to facilitate land assembly. The City’s Transportation Division has noted in their comments that in conformance with Policy LU 18.2 in the Comprehensive Plan, access to 1st Avenue North should be minimized, and that primary access to the project should be from 17th Street North. A suggested condition of approval has been added to address this concern.

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

The alley right-of-way is not needed for the purpose for which the City has a legal interest and there is no known present or future need for the right-of-way. The alley was originally dedicated to provide a secondary means of access to the rear yards of the lots within the block and for public utilities. Redevelopment of this portion of the subject block will eliminate the need for access from the vacated portion of the alley for vehicular traffic. The applicant has also agreed to provide a new alley connecting the remaining alley to 1st Avenue North.

The agent for the applicants has agreed to relocate the utilities within the area to be vacated at the applicant’s expense.

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

In the DC Zoning districts surface parking, ancillary equipment, loading and service operations shall be placed to the rear or internal to the property and shall not be visible from streets.

An associated special condition of approval has been suggested at the end of this report.

B. Comprehensive Plan

Future Land Use Element Policy LU18.2 states, “The efficiency of the existing one-way system should be preserved. Direct access to First Avenues North and South from abutting lots should be kept to a minimum. Nearby east-west alleys should not be vacated if additional curb cuts into First Avenues North and South might result.”
Future Land Use Element Policy 11.6 The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.

Future Land Use Element Policy 12.4 The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.

The vacation of this alley will foster redevelopment which is a goal of the Comprehensive Plan. The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection, though they do have suggested conditions. An associated condition of approval has been suggested which limits curb cuts along 1st Avenue North and provides primary access from 17th Street North.

C. Adopted Neighborhood or Special Area Plans

The subject right-of-way is adjacent to the boundaries of the Methodist Town Neighborhood Association. There is no neighborhood plan for the Methodist Town Neighborhood.

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

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

The vacation of the subject alley will not affect pedestrian options as a new portion of alley to replace the one being vacated is proposed.

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

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

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

This proposed vacation is in support of redevelopment of the block. The block is planned for redevelopment, but there are not yet specific plans.

Comments from Agencies and the Public One call was received in response to the mailed notice. The caller indicated no concerns.
As noted above City Departments and private utility agencies did indicate the presence of facilities in the alley to be vacated and requested either an easement or relocation at the applicant's expense. The applicant will be required to provide an additional public notice prior to the public hearing before the City Council.

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

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

2. Prior to the recording of the vacation ordinance, the alley along with all of the abutting properties shall be re-platted. This replat shall include the dedication of a new 20-foot north-south alley segment connecting the remaining alley to 1st Avenue North.

3. Primary vehicular access for the future development shall be provided to 17th Street, which is a local street, rather than 1st Avenue North and 16th Street, which are major streets.

4. The only vehicular access to 1st Avenue North within the lots facing onto 1st Avenue North shall be through the newly dedicated alley segment, no additional curb cuts permitted.

5. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


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

KATHRYN 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

Attachments: A – Parcel Map, B – Aerial Map, C – Engineering Conditions of Approval dated August 30, 2017, D – Applicants Narrative, E – Alley to be Dedicated, F – Applicant’s Conceptual Site Plan, G – Applicant’s Submittal

Exhibits: “A” – Sketch and Legal Description of portion of east-west alley to be vacated
TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: August 30, 2017
SUBJECT: Right of Way & Easement - Vacation
FILE: 17-33000012 R1

LOCATION AND PIN: 114 16th Street North 24/31/16/14130/000/0010
0 16th Street North 24/31/16/72810/001/0010
ATLAS: H-2
PROJECT: Right of Way & Easement - Vacation
REQUEST: Approval of a Vacation of a 129.82 foot portion of a 16-foot east/west alley northwest of the intersection of 16th Street North and 1st Avenue North.

COMMENTS: The Engineering Department has no objection to the vacation request provided the following items are conditions of approval to be addressed prior to issuance of any building certification of occupancy:

1. The existing sanitary sewer in the portion of the alley to be vacated will be abandoned to the applicant. The applicant will be required to construct a new terminal manhole at the centerline of the north/south alley right of way to be dedicated.

2. The applicant will be required to dedicate a new 20-foot wide north south alley extending from the end of the east west alley, south to 1st Avenue North. The legal description and sketch included for this alley dedication is acceptable.

3. The applicant will be required to construct the new portion of the alley to current City standards and specifications. The applicant shall providing a paving, grading, and drainage plan to assure that historical surface drainage flow through the alley is not blocked.

4. The existing alley apron at 16th Street North must be removed and the right-of-way restored with standard sidewalk and curb.

5. Improvements within public right of way and within public easement areas will be reviewed upon formal submittal of site civil plans. Of specific concern is maintaining maintenance access for public equipment to traverse along the top of the Booker Creek bank.

NED/MJR/meh
pc: Kelly Donnelly
Easement Vacation File 2017
Reading File
Correspondence File
ALLEY VACATION NARRATIVE

The Applicants, Devmar 16th Street, LLC, own Lots A, B and C of H.C. Case's Subdivision, and all of Lot 14 and the West 2 feet of Lot 15 in Block 12, Fuller Subdivision. Devmar 16th Street, LLC also owns all of Pozin Subdivision N/K/A Lot 1, Block 1. Devmar 16th Street, LLC own more than 50% of the property that abuts the existing 16' wide alley that runs East-West, between the Pozin Subdivision (to the North) and Fuller Subdivision Block 12 and H.C. Case’s Subdivision (to the South), bounded by 16th Street N. and 17th Street N. The Applicants are requesting that a portion (approximately 130 feet long) of this alley be vacated, where it exists between the Applicant owned parcels on the North and South sides of the alley. A new North-South, 20' wide dedicated alley is proposed, to replace the vacated alley portion and will extend from the East end of the remaining 16' alley to First Avenue North.

The Applicants intend to develop these parcels as a mixed-use project, consisting of ground level retail, apartments and parking.

The existing alley contains public utilities, including storm water drainage that the Applicants will relocate at the Applicant’s expense.

The Applicants own all of the property on both sides of the alley segment to be vacated. The portion of alley to be vacated, currently ends at 16th Street, and does not continue to the East. The remaining 16' alley segment will still serve the lots to the South, along 1st Avenue. As a result, the vacation of this alley portion will not cause a substantial detrimental affect upon or substantially impair or deny access to any lot of record.

The proposed vacation of the segment of the alley, if approved, is not anticipated to cause an adverse impact to the existing roadway network because the alley does not connect to an alley to the East. The current connection of the existing alley to 17th Street, on the West end will remain uninterrupted, as will the existing connection to the alley easement West of 17th Street. This proposed alley vacation should not substantially alter utilized traffic patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.
The Applicants pledge to work with the utilities, having existing equipment in the vacated alley, to relocate those items displaced by the alley vacation, in an efficient manner. The proposed 20 foot North-South connecting alley leg, extending from the remaining portion of the existing 16 foot alley, will provide a replacement utility easement and access right-of-way, for the existing portion of the alley to be vacated. The proposed 20 foot alley will include a dedicated turning radius, that will allow emergency and delivery vehicles access through the alley, and will provide an alternate corridor for the placement of public utilities. Thus, the vacation of the existing alley segment will not impede the present or future right-of-way requirements for public vehicular or pedestrian access or public utility corridors. This will also allow for the City’s legal interest in the replacement of the vacated alley to be satisfied.

It does not appear that the vacation of the existing alley will result in any negative impact to the public health, safety and welfare. The primary intended purpose of the subject alley is to provide secondary access to the rear of the separate parcels on the North side of 1st Avenue North and the South side of 2nd Avenue North, between 16th and 17th Street. If all the Applicant’s parcels of the subject block are consolidated, the alley will still perform that function. The alley access from 17th Street will remain along with a proposed 20’ alley connection to 1st Avenue North.

This request to vacate the portion of the alley right-of-way is consistent with, and meets the criteria of the Land Development Regulations, the City’s Comprehensive Plan and The Intown West Redevelopment Plan.

Attached is a legal description and sketch of the subject alley, both were prepared by Polaris Associates, Inc.

Attached, is also, a copy of the boundary and topographic survey including the legal description describing the group of parcels to be included in this development. This document was prepared by Polaris Associates, Inc.
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### Pozin Subdivision

PB 138, PG 3

16' ALLEY (P)

WEST 72.86'

PORTION TO BE VACATED

SW COR

South Line

North Line

POB-2

POB-1

NW COR, LOT 14, BLK 12

PB 1, PG 16

Fuller Subdivision

PB 1, PG 16

Block 12

LOT C

LOT B

LOT A

H.C. Case's Subdivision

PB 4, PG 11

West 2.00'

LOT 15

1ST AVENUE N

### Not a Survey

First North Lofts

20' Alley Dedication

Sketch & Description 07-24-17 JT DHR

H:\LN\4758\DWG\4758SD DEDICATE REV.DWG
DESCRIPTI ON

THAT PORTION OF LOT 14, BLOCK 12, FULLER SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 16, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN (POB—1) AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE ALONG THE NORTH LINE OF SAID LOT 14, N.89°57'05"E., 20.00 FEET; THENCE LEAVING SAID NORTH LINE N.00°08'40"E., 15.12 FEET TO A NON—TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE 71.87 FEET, THROUGH A CENTRAL ANGLE OF 82°21'32" (CHORD BEARING S.90°45'06"W., 65.84 FEET); THENCE S.90°45'06"W., 76.29 FEET, TO THE SOUTH LINE OF SAID LOT 14; THENCE ALONG SAID SOUTH LINE, S.89°57'05"W., 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE ALONG THE WEST LINE OF SAID LOT 14, N.00°08'40"E., 127.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,098 SF (0.071 ACRES), MORE OR LESS.

TOGETHER WITH

THAT PORTION OF POZIN SUBDIVISION, AS RECORDED IN PLAT BOOK 138, PAGE 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE ALONG THE NORTH LINE OF SAID LOT 14, N.89°57'05"E., 20.00 FEET; THENCE LEAVING SAID NORTH LINE N.00°08'40"E., 16.54 FEET TO THE SOUTH LINE OF SAID POZIN SUBDIVISION; THENCE ALONG SAID SOUTH LINE WEST, 1.29 FEET FOR THE POINT OF BEGINNING (POB—2); THENCE CONTINUE ALONG SAID SOUTH LINE, WEST, 72.86 FEET TO A NON—TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE 81.63 FEET, THROUGH A CENTRAL ANGLE OF 93°32'15" (CHORD BEARING EAST, 72.86 FEET) TO THE POINT OF BEGINNING.

CONTAINING 793 SF (0.018 ACRES), MORE OR LESS.

NOTES

1. BEARINGS ARE BASED ON THE SOUTH LINE OF POZIN SUBDIVISION AS RECORDED IN PLAT BOOK 138, PAGE 3 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING WEST.

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 STANDARDS OF PRACTICE 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.

NOT A SURVEY

ITEM | DATE | BY | QC
--- | --- | --- | ---
REVISED EASEMENT BOY | 08—17—17 | JT | JDF
SKETCH & DESCRIPTION | 07—24—17 | JT | DHR

FIRST NORTH LOFTS
20' ALLEY DEDICATION

H:\n\4758\DWG\4758S0 DEDICATE REV.DWG

POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LA 6113
2153 SUNNVDALE BOULEVARD, SUITE D
CLEARWATER, FLORIDA 33765
(727) 461—6113
Attachment F
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-330000012
Address: 114 16th Street North and Associated Parcel to the North

(nts)
Attachment G
Applicants Submittal
First North Lofts is an 11-story mixed-use development located within St. Petersburg, Florida's EDGE District and the center zoning district. This development is positioned in a unique, rapidly growing area defined by its entertainment, dining, art galleries and shopping. Located on the northwest corner of 16th Street and First Avenue North, First North Lofts is set to absorb market demand for luxury rental apartments and neighborhood retail space.

The St. Petersburg EDGE District (entertainment, dining, galleries and shops, etcetera) is home to an eclectic mix of longtime and recently arriving residents. The area is known as the premier spot for food, music, pubs, artisanal coffee, and boutique retail offerings. The walkable dining and entertainment district is a popular destination for out-of-state and international tourists, as well as metropolitan residents. This area is increasingly home to those looking for a small-town neighborhood environment within a larger downtown area. The EDGE District includes a budding entrepreneurial class including artisans, fashion industry professionals, musicians and socially conscious businesses.

Fannie Mae's Multifamily Outlook for Tampa and St. Petersburg shows favorable demographic trends for this region. Net migration has grown as the job market has strengthened. Moody's Analytics projects Tampa's average annual population growth through 2020 will be more than double that of the nation. Longterm, Tampa and St. Petersburg's prime renter 20-34 year old "Millennial" demographic is likely to grow at 3-times the national average through the same period. This creates a need for flexible, luxury housing options such as First North Lofts.

First North Lofts is distinctively positioned to absorb market demand and connect the growing vibrancy of the EDGE District with South St. Petersburg, Downtown Bayfront, Midtown, Intown West, and Roser Park. The 1.9-acre site is located in the heart of the city's planned redevelopment. This includes the future vision for Ray's Way and Ballpark Plaza. The additional expansion includes Tropicana Field, Booker Creek Park, Campbell Park, Regional Skate Park, and The Bridge. First North Lofts is at the center of this sustained activity and growth for generations to come.

At 204,902 square feet, this 11-story development is comprised of 211 luxury loft apartments. First floor retail includes 7,762 square feet along the northwest corner of 15th Street and 1st Avenue North. First North Lofts includes a secure 4-story 264-space parking structure, bicycle parking, ample open exterior space, walking paths, and abundance of amenities.

Modern interiors include open floor plans, 11-foot ceilings, expansive floor-to-ceiling windows, high-end finishes, and sweeping terraces. Exterior features combine minimalist architecture with the high-quality building materials of steel and plate glass. This resort-style living provides residents and their guests a rooftop pool, terrace and veranda space, seating and gathering areas, state-of-the-art fitness center and yoga room, and bicycle parking and walking trails. Lush plantings and gardens frame the site and Booker Creek, offering several unique views and vistas. First North Lofts will provide an enviable lifestyle to its residents and become a destination for city visitors — all within one of St. Petersburg's most desirable neighborhoods.

Luxury rental units include an attractive mix of studio, one-, and two-bedroom floor plans ranging from 445-1,375 square feet. Monthly market rent ranges from $1,400 to $3,900 a month. First North Lofts is the first of its kind in the EDGE District and offers a strong value proposition. The development expects to absorb units at a rate of 10-15 per month to achieve an occupancy level of 90%+ within 8 months of completion.

DevMar Development is the developer of First North Lofts. Mark DeMaria, the CEO, has over 20 years of award winning development and construction experience, including highly complex and creative developments similar to First North Lofts. Collectively, the team's experience includes the architectural firm Fusco, Shaffer & Papas, Inc, DeMaria Building Company and Wharton Smith as the construction team. The investment team has 90 years of experience, including Pappas Financial and MJBennett. DevMar Development will oversee all aspects of construction, leasing, and property management to assure a professional project and environment.

First North Lofts is projected to offer investors attractive cash-on-cash return as well as long-term capital appreciation. The $51 million budget includes investor equity of $15 million which has been made available to Accredited Investors.
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a 10-foot wide east/west utility easement and a 10-foot wide north/south alley in the block south of 3rd Avenue North and east of 5th Street North and north of the 20-foot east/west alley in the block. (City File No.: 17-3300014)

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 October 19, 2017.

The Request: The request is to vacate a 10-foot wide east/west utility easement and a 10-foot wide north/south alley in the block south of 3rd Avenue North and east of 5th Street North and north of the 20-foot east/west alley in the block. The applicant owns all of the abutting properties and is proposing redevelopment of these parcels. Please note that the DRC report incorrectly identifies 3rd Avenue South and 5th Street South in the title when this should have reflected 3rd Avenue North and 5th Street North. This error was corrected on the record at the Development Review Commission (DRC) meeting.

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

Agency Review: The application was routed to the standard list of City Departments and utility providers. Private utility agencies did indicate the presence of facilities in the alley to be vacated and requested either an easement or relocation at the applicant's expense.

Public Comments: As of the date of this report, no calls were received from the public in response to the notice for the DRC hearing.

DRC Action/Public Comments: On September 6, 2017, the DRC held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.
RECOMMENDATION:

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

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

2. Prior to the recording of the vacation ordinance, the alley along with all of the abutting properties shall be re-platted.

3. Primary access for the future development shall be addressed during site plan review by the Transportation Department.

4. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


6. As required by 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. A completed application for Extension of Approval shall be submitted by the deadline for the DRC hearing prior to the expiration date.

Attachments: Parcel Map, Aerial Map, Staff Report with Engineering Conditions, Ordinance with Sketch and Legal Description
Attachment A

City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-330000014
Address: Within the block south of 3rd Avenue
North and east of 5th Street North and north of the 20-foot east/west alley in the block

(stpetersburg)

www.stpete.org

City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-330000014
Address: Within the block south of 3rd Avenue
North and east of 5th Street North and north of the 20-foot east/west alley in the block

(stpetersburg)

www.stpete.org
Address: Within the block south of 3rd Avenue
North and east of 5th Street North and north of
the 20-foot east/west alley in the block
Case No.: 17-330000014
City of St. Petersburg, Florida
Planning and Economic Development
Attachment B
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A 10-FOOT WIDE EAST/WEST UTILITY EASEMENT AND A 10-FOOT WIDE NORTH/SOUTH ALLEY IN THE BLOCK SOUTH OF 3RD AVENUE NORTH AND EAST OF 5TH STREET NORTH AND NORTH OF THE 20-FOOT EAST/WEST ALLEY IN THE BLOCK; 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 September 6, 2017 (City File No. 17-33000014):

Legal Description: Exhibit “A” – 2 pages.

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

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

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

2. Prior to the recording of the vacation ordinance, the alley along with all of the abutting properties shall be re-platted.

3. Primary access for the future development shall be addressed during site plan review by the Transportation Department.

4. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


6. As required by 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. A completed application for Extension of Approval shall be submitted by the deadline for the DRC hearing prior to the expiration date.

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

LEGAL:

[Signature]

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:

[Signature]
LEGAL DESCRIPTION

That 10 foot wide north/south alley lying east of Lots C through F, DEVOE'S SUBDIVISION, as recorded in Plat Book 3, Page 12, Public Records of Pinellas County, Florida being described as follows:

From the Southeast corner of said Lot F as the Point of Beginning; thence along the East line of said Lots F, E, D and C, N. 00° 00' 53"E, 200.00 feet to the South right of way of 3rd Avenue North; thence along said South right of way, N90°00'00"E, 10.00 feet to the Northwest corner of Lot B of said plat of DEVOE'S SUBDIVISION; thence along the West line of said Lot B, its southerly extension and along the West line of Lot G of said plat of DEVOE'S SUBDIVISION, S00° 04' 53"W, 200.00 feet to the Southwest corner of said Lot G; thence along the North line of a 20.00 foot alley, N90°00'00"W, 10.00 feet to the Point of Beginning.

Containing 2,000 square feet more or less.

SURVEYORS NOTES

1. This SKETCH is Not a Boundary Survey
2. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
3. Basis of Bearings: Assumed N 90°00'00"E along the south line of 3rd Ave N.
4. Prepared without the benefit of a title report or commitment for title insurance.
5. This map is intended to be displayed at a scale of 1" = 30' or smaller.
6. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
7. This sketch and legal description is not valid without the signature and the original raised seal of a Florida Professional Surveyor and Mapper.
8. Neither the sketch nor legal description is complete without the other.

LEGEND

LB - Licensed Business
LS - Licensed Surveyor
PSM - Professional Surveyor and Mapper
That 10 foot wide utility easement formerly that 10 foot wide alley Lying South of Lots A and B, DEVOE'S SUBDIVISION, as recorded in Plat Book 3, Page 12, Public Records of Pinellas County, Florida being described as follows:

From the Southwest corner of said Lot B as the Point of Beginning; thence along the South line of said Lot B and said Lot A, N90°00'00"E, 80.00 feet to the Southeast corner of said Lot A; thence leaving said South line, S00° 04' 53"W, 10.00 feet to the Northeast corner of Lot H of said plat of DEVOE'S SUBDIVISION; thence along the North line of said Lot H and along the North line of Lot G of said plat of DEVOE'S SUBDIVISION, N90°00'00"W, 80.00 feet to the Northwest corner of said Lot G; thence leaving said North line, N00° 04' 53"E, 10.00 feet to the Point of Beginning.

Containing 800 square feet more or less.

SURVEYORS NOTES

1. This SKETCH is Not a Boundary Survey
2. This sketch is a graphic illustration for informational purposes only and is not intended to represent a field survey.
3. Basis of Bearings: Assumed N 90°00'00"E along the South line of Lots A and B.
4. Prepared without the benefit of a title report or commitment for title insurance.
5. This map is intended to be displayed at a scale of 1" = 30' or smaller.
6. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
7. This sketch and legal description is not valid without the signature and the original raised seal of a Florida Professional Surveyor and Mapper.
8. Neither the sketch nor legal description is complete without the other.

LEGEND


George F. Young, Inc.
299 1ST MARTIN LUTHER KING JR. STREET, P. O. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4307  FAX (727) 822-3019
CIVIL & TRANSPORTATION ENGINEERING | LANDSCAPE ARCHITECTURE |
PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING |
GAINESVILLE | LAKEWOOD RANDO | ORLANDO | PALM BEACH | ST. PETERSBURG | TAMPA
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Economic Development Department records, Commissioner Calvin Samuel resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on September 6, 2017, at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

CASE NO.: 17-33000014

REQUEST: Approval of a Vacation of a 10-foot wide east/west utility easement and a 10-foot wide north/south alley in the block south of 3rd Avenue South and east of 5th Street South and north of the 20-foot east/west alley in the block.

OWNER: Cara FL Properties, LLC
430 3rd Avenue North
Saint Petersburg, Florida 33701-3204

AGENT: R. Donald Mastry, Esq.
Trenam Law
200 Central Avenue #1600
Saint Petersburg, Florida 33701

ENGINEER: Allison Shaw
George F. Young, Inc.
299 Dr. Martin Luther King Jr. Street North
Saint Petersburg, Florida 33701

ADDRESSES AND PARCEL ID NOS.:
430 3rd Avenue North; 19-31-17-21006-000-0010
442 3rd Avenue North; 19-31-17-21006-000-0030
249 5th Street North; 19-31-17-21006-000-0040
233 5th Street North; 19-31-17-21006-000-0060
232 ½ 4th Street North; 19-31-17-21006-000-0080
LEGAL DESCRIPTION: On File
ZONING: Downtown Center-1 (DC-1)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a 10-foot wide east/west utility easement and a 10-foot wide north/south alley in the block south of 3rd Avenue South and east of 5th Street South and north of the 20-foot east/west alley in the block. The applicant owns all of the abutting properties.

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

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 (Attachment D) does provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

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

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

The application was routed to the standard list of City Departments and private utility providers. The City does have sanitary sewer facilities within the north-south alley to be vacated, as a condition of this vacation, these facilities will be abandoned to the property owner (Attachment C). TECO/Peoples Gas, Frontier, WOW, Duke Energy and Level 3 Communications have indicated that they have facilities within the alley or easement to be vacated. As of the writing of this report there has not been a response from Bright House. As a condition of approval, the applicant will either relocate these facilities, provide a private easement or obtain a letter indicating that the facilities have been removed.

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.
As the entire site is being redeveloped, the alley will no longer be needed to provide access to these lots of record.

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

Vacation of the alley, if approved, is not anticipated to adversely impact the existing roadway network or substantially alter utilized travel patterns. While this site is within the Downtown National Register Historic District, vacation of this secondary north-south alley will not undermine the integrity of the plat, as access is still available to the parcel(s) to be created from the main east-west alley within the block. A visit to the site showed that the alley has not been used as an alley for pedestrian or vehicle traffic for some time. Other similar requests have been approved in the surrounding blocks, to facilitate land assembly.

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

The alley right-of-way is not needed for the purpose for which the City has a legal interest and there is no known present or future need for the right-of-way. The alley was originally dedicated to provide a secondary means of access to the rear yards of the lots within the block and for public utilities. Redevelopment of the subject block will eliminate the need for access from the alley for vehicular traffic. As noted above, the sanitary facilities within the alley will be abandoned to the property owner and no longer maintained by the City. A condition of approval has been suggested to address the concerns of the private utility providers.

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

In the DC Zoning districts surface parking, ancillary equipment, loading and service operations shall be placed to the rear or internal to the property and shall not be visible from streets. An associated special condition of approval has been suggested at the end of this report.

The subject block is also included in the Intown Activity Center area. Please see comments below under Special Area Plans.

B. Comprehensive Plan

Future Land Use Element Policy T1.6 The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.
Future Land Use Element Policy T2.4 The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.

The vacation of this alley will foster redevelopment which is a goal of the Comprehensive Plan. The City's Neighborhood Transportation Division has reviewed the proposed vacation and has no objection.

C. Adopted Neighborhood or Special Area Plans

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

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

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

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

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

This proposed vacation is in support of redevelopment of the subject parcels with two hotels. The parcels are planned for redevelopment, but there are not yet specific plans.

Comments from Agencies and the Public: As of the date of this report, no calls were received from the public in response to the notice.

As noted above private utility agencies did indicate the presence of facilities in the alley to be vacated and requested either an easement or relocation at the applicant's expense. The applicant will be required to provide an additional public notice prior to the public hearing before the City Council.

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

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

2. Prior to the recording of the vacation ordinance, the alley along with all of the abutting properties shall be re-platted.

3. Primary access for the future development shall be addressed during site plan review by the Transportation Department.

4. Future sanitation locations shall be located behind proposed structures and shall not be visible from Avenues and shall not be located in the City right-of-way.


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:

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

DATE 8/30/17

REPORT APPROVED BY:

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

DATE 8-30-17


Exhibits: “A” – Sketch and Legal Description of north-south alley and east-west utility easement to be vacated.
Attachment A
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-330000014
Address: Within the block south of 3rd Avenue North and east of 5th Street North and north of the 20-foot east/west alley in the block
Attachment B
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-330000014
Address: Within the block south of 3rd Avenue North and east of 5th Street North and north of the 20-foot east/west alley in the block.
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: August 8, 2017

SUBJECT: Utility Easement and Alley - Vacation

FILE: 17-33000014

LOCATION AND PIN:
430 3rd Avenue North: 19/31/17/21006/000/0010
442 3rd Avenue North: 19/31/17/21006/000/0030
249 5th Street North: 19/31/17/21006/000/0040
233 5th Street North: 19/31/17/21006/000/0060
232 1/2 4th Street North: 19/31/17/21006/000/0080

ATLAS: F-4

PROJECT: Utility Easement and Alley - Vacation

REQUEST: Approval of a Vacation of a 10-foot wide east/west utility easement and a 10-foot wide north/south alley in the block south of 3rd Avenue North and east of 5th Street North and north of the 20-foot east/west alley in the block.

COMMENTS: The Engineering Department has no objection to the vacation request provided the following item is included as a condition of approval:

1. Existing public sanitary sewer manhole structure #F4-395 and the existing 6" sanitary sewer pipe (between City manhole #F4-390 and F4-395) which exist within the north/south 10-foot wide alley to be vacated, will be abandoned to the ownership of the applicant as a result of the alley vacation. If the applicant has no plans to use the 6" sanitary sewer within the vacated alley they will be required the properly abandon the 6" pipe within the vacated alley and to remove the 6" pipe from public manhole structure F4-390, properly sealing the manhole structure to watertight condition. A City Engineering right of way permit must be obtained prior to cutting and plugging public manhole structure F4-390 within the 20-foot wide east/west alley.
The Applicant, Cara FL Properties, LLC, owns all of the properties abutting the north/south alley that it is requesting to be vacated.

The request to vacate the alley is being made to consolidate all of the properties in order to develop a hotel on the properties.

In the event the alley contains all public utilities, the Applicant will dedicate easements requested by the various City departments and utility companies at the cost of the Applicant.

The vacation of the alley will not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record because the alley right-of-way is only 10 feet wide and is inadequate to vehicular use. In addition, the alley has been blocked off at both ends and has not been used for many years and therefore the vacation will not have an adverse impact to the existing roadway.

The request to vacate the alley right-of-way to consolidate the parcels so they can be developed as one parcel is consistent with the Land Development Regulations, the City’s Comprehensive Plan and the Intown Redevelopment Plan.
The Environmental Development Commission and the City Council in late 2005 approved the vacation of this alley but the Applicant did not complete the vacation by replatting the parcels.

Attached is a legal description and sketch of the subject alley and the utility easement area that were prepared by George F. Young, Inc.

The Applicant is also requesting the vacation of a utility easement that runs east and west in the site. The Applicant requests that the easement be vacated on the condition that the Applicant relocate any utilities located in the easement area and the Applicant pay the cost of relocating the utilities.
COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council

DATE: September 22, 2017

COUNCIL DATE: October 5, 2017

RE: Expanding Housing Committee

ACTION DESIRED:

Respectfully requesting a discussion or referral to a Committee of the Whole on expanding the Housing Committee to include land use and transportation and renaming the committee the Housing, Land Use and Transportation Committee.

Jim Kennedy
Council Member, District 2
TO: Members of City Council

DATE: September 28, 2017

COUNCIL DATE: October 5, 2017

RE: Renaming and expanding Energy, Natural Resources and Sustainability Committee

ACTION DESIRED:

Respectfully requesting a discussion or referral to a Committee of the Whole on expanding and renaming the Energy, Natural Resources and Sustainability Committee to Health, Energy, Resiliency and Sustainability Committee.

Darden Rice, Chair
Council Member, District 4
CITY OF ST. PETERSBURG
Energy, Natural Resources and Sustainability Committee
Thursday, September 21, 2017 11:00 a.m.

PRESENT:  Chair Rice, Councilmembers Karl Nurse, Ed Montanari, Steve Kornell, and Lisa Wheeler-Bowman (Alternate), and Councilmembers Charlie Gerdes, Jim Kennedy, and Amy Foster

ABSENT:  None.

ALSO:  Assistant City Attorney Michael Dema, Interim Water Resources Director, John Palenchar, Engineering Director, Brejesh Prayman, Public Works Administrator Claude Tankersley, Public Works Services Manager, Elizabeth Makofske, Sustainability & Resiliency Manager Sharon Wright, City Clerk Specialist, Paul Traci

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

Approval of August 17, 2017 Minutes:  Passed 4-0

Pollution Prevention (P2) Projects
Sharon kicked off the ENRS work session providing an overview:  The Florida Department of Environmental Protection (DEP) issued a consent decree with multiple requirements as a result of the sewage discharges last year.  Part of the consent decree includes an $810,000 civil penalty. DEP offers the option of using the funds toward local P2 projects rather than paying DEP as a fine.

City staff working with Chair Rice and others have brainstormed a list of project ideas and preliminary pros and cons.  The purpose of the working meeting today was to go through the projects, gather feedback and additional ideas from City Council members.

John Palenchar provided additional detailed considerations for P2 project development including the need to measure the environmental benefit of energy and/or water saved and waste reduction. The projects must be completed within a fairly short time frame starting at about 6 months.

Council Member Kennedy asked why the team was bringing projects to the meeting that were listed as a “no” for meeting P2 project criteria.  The list is a first draft for discussion plus many people suggested good projects and the team wanted to discuss them all.

The draft project list was reviewed (see table on following pages).

Council Member Gerdes stated preference for projects that could be completed the quickest.  He also clarified that the $810,000 was already set in the 2018 Water Resources budget.

Council Member Montanari stated preference for projects that would not have ongoing cost, but that would be complete for the $810,000.  He would like to add the 3-wheel plug in parking vehicles to the Electric Vehicle project idea.  He also stated that the street sweeping project appeared to be a win-win.  Council Member Montanari stated his first two choices as Street
Sweeper and Reclaimed Water expansion. He also inquired about tree planting and LED lighting programs as possibilities.

Council Member Lisa Wheeler-Bowman stated a strong interest in aeration of ponds across the city particularly Lake Maggiore which she hears about often from the citizens in her district. She also inquired further about energy efficiency programs.

Council Member Nurse discussed his interest in the Electric Vehicle project, the idea of adding to the project list or the energy enhancement project the idea of using a portion of the funds to cover some of the upfront costs of getting a comprehensive energy efficiency/clean energy program going. He commented that street sweeping could be considered as having an ongoing cost.

Council Member Rice stated a preference for projects with visibility so that citizens would be aware of the mitigation efforts related to the spills. She also stated a preference for projects that are more easily tied to water quality and that were considered on the basis of equity and visible benefit across the community. Council Member Rice also discussed the possibility of prioritizing permeable and cool pavement projects as the city needs to demonstrate that green infrastructure will play a bigger role in stormwater solutions. She also wanted to be sure to understand what STAR Communities had to offer and how these projects relate.

Council Member Rice also stated reservations about the Electric Vehicle project because it was trading one fuel for another which may not translate ideally to a P2 project intended as mitigation.

Sharon discussed that the specific projects that may come from STAR results were a little complex for this effort, but that all of the projects listed will address objectives across STAR. In the further development of the projects, the team will include STAR related considerations as part of the description.

Based on the input and discussion, the team would further develop the following project ideas:

- Aeration of lakes and ponds
- Street Sweeping expansion
- Energy Efficiency/Renewable Energy Program for city facilities
- Electric Vehicles (if charged by solar)

Meeting adjourned.
<table>
<thead>
<tr>
<th>Potential P2 Project</th>
<th>Pros</th>
<th>Cons</th>
<th>Meets Criteria</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sustainable Restaurant Supply</td>
<td>- Reduce non-degradable solid waste at the source</td>
<td>- Staff time to administer program/transition to more sustainable practices</td>
<td>Yes</td>
<td>Track and quantify amount of solid waste diverted and amount of plastic and Styrofoam reduced</td>
</tr>
<tr>
<td>Bulk Purchase Pilot</td>
<td>- Demonstrated assistance in transitioning business to more sustainable practices</td>
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<td></td>
<td>- Compliments direction of other, smaller efforts to Reduce solid waste</td>
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<td></td>
<td>- Could tie in well with plastic bag ban should it pass</td>
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<tr>
<td>Electric Vehicles/Plug In Hybrids</td>
<td>- Reduction in mobile source air emissions</td>
<td>- Training of maintenance staff</td>
<td>Yes</td>
<td></td>
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<tr>
<td></td>
<td>- Less vehicle maintenance costs</td>
<td>- Maintenance facilities to be modified to meet industry standards</td>
<td></td>
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<tr>
<td></td>
<td>- Increased energy efficiency/reduction in fossil fuel dependency</td>
<td></td>
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<td></td>
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<tr>
<td>Food Waste-to-Energy</td>
<td>- Reduces solid waste</td>
<td>- New processing facility</td>
<td>No</td>
<td>Time constraints to develop and implement</td>
</tr>
<tr>
<td></td>
<td>- Meets multiple sustainability goals</td>
<td>- Odor control may be needed and/or perception/education</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>- Operational Cost</td>
<td></td>
<td></td>
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<tr>
<td>Green Alleys/Green Infrastructure</td>
<td>- Improved water quality</td>
<td>- Needs to be part of a Program to address as a process</td>
<td>No</td>
<td>-Time constraints to design and build</td>
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<td></td>
<td>- Demonstration of new to St. Pete solutions</td>
<td>- Minimal impact based on the budget</td>
<td></td>
<td>-Classification and ranking of alleys</td>
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<td></td>
<td></td>
<td>- Measuring benefit per DEP expectations may be difficult</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potential P2 Project</td>
<td>Pros</td>
<td>Cons</td>
<td>Meets Criteria</td>
<td>Notes</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
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</tbody>
</table>
| Lake Maggiore & Aeration of City Ponds                 | -Combine Lake Maggiore improvements and lake aeration to improve water quality  
   -Not substantial administration or staffing requirements  
   -Water quality improvements are quantifiable and can show quick improvements depending on the technology | -Difficult to meet time frame for implementation  
   -Minimal number of pre-identified locations at this time | Yes            | Private lateral ordinance is already required by consent order |
| Private Lateral Pilot Program                          | -Provides benefit to system of reducing inflow and infiltration.  
   -Brings public awareness to the issues caused by failing private laterals. | -Scope of pilot would have minimal impact in comparison to a full city wide program  
   -Private lateral is already part of our consent order | No             |                                                                 |
| Privately owned collection and transmission system program | Reduces SSOs from private systems currently not regulated. | Admin costs only for staffing. The first year will incur minor costs in comparison to the | No             | Long implementation time                                               |
| Pumping Energy Reduction                               | Saves energy costs and reduces environmental impact. | Projects not well defined at this time | Yes            |                                                                 |
| Reclaimed Water Expansion                              | Directly measurable gallon for gallon. | There is not enough supply during dry weather to meet new demands | Yes            |                                                                 |
| Septic System Disconnection                            | Reduces nutrient discharge to the environment. | -Limited number of properties on septic  
   -Practicality is limited | Yes            |                                                                 |
<table>
<thead>
<tr>
<th>Potential P2 Project</th>
<th>Pros</th>
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<tbody>
<tr>
<td>Cool Pavement/Pervious Pavement</td>
<td>Lowers heat island effect and reduces stormwater runoff.</td>
<td>-Small total area of improvements&lt;br&gt;-Undefined locations</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Solar PV at recreation centers/enhance proposed energy efficiency program</td>
<td>-Increased energy efficiency&lt;br&gt;-Reduced air emissions from power generation facilities.</td>
<td>-Design + procurement may not be achievable in 6 months</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Street Sweeping</td>
<td>-Defined cost&lt;br&gt;-Easily to quantify&lt;br&gt;-Cost effective</td>
<td>Expansion of an existing program may not meet the P2 goals for DEP</td>
<td>Yes</td>
<td></td>
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</tbody>
</table>
POLLUTION PREVENTION (P2) PROJECTS

Presentation to the City of St. Petersburg’s Energy, Natural Resources & Sustainability Committee on Potential Pollution Prevention Projects in Lieu of Penalty from DEP Consent Order.

September 21, 2017

Requirements of P2 Project

- On 8/23/17 the City elected to pursue a P2 project in lieu of paying $810,000 Civil Penalty.
- A P2 Project Plan is due to the DEP by 10/23/17 and must explain how the P2 project provides an environmental benefit by specifying:
  a) How resources and/or energy are saved and estimates of the annual savings in resources;
  b) How wastes are generated and estimates of the annual reduction in wastes; and
  c) Associated cost savings and a projected payback period.
- Project savings and reductions must represent weights or volumes annually, and should be equalized for production rate changes.
DEP Project Plan Template

(\textit{Project Name})

\textbf{Annual Resource Consumption Comparison}

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity Used (gal/lb/kwh-specify)</th>
<th>Purchasing Cost ($)</th>
<th>Percent (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Before</td>
<td>After</td>
<td>Reduction</td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chemicals</td>
<td></td>
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<td></td>
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<tr>
<td>Materials</td>
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<tr>
<td>Energy</td>
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</tr>
</tbody>
</table>

\textbf{Total Annual Cost Savings =}

\textbf{Annual Waste Generation Comparison}

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity Generated (gal/lb/tons-specify)</th>
<th>Disposal Cost ($)</th>
<th>Percent (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Before</td>
<td>After</td>
<td>Reduction</td>
</tr>
<tr>
<td>Hazardous Waste</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Industrial Wastewater</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Solid Waste</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Air Emissions</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

\textbf{Total Annual Cost Savings =}

\textbf{Total Annual Avoided Cost Savings =}

\textbf{Project Ideas Pros and Cons}

<table>
<thead>
<tr>
<th>Potential P2 Project</th>
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<td>- Training of maintenance staff&lt;br&gt; - Maintenance facilities to be modified to meet industry standards</td>
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<td>Food Waste Recycle</td>
<td>- Reduces solid waste&lt;br&gt; - Meets multiple sustainability goals</td>
<td>- New processing facility&lt;br&gt; - Odor control may be needed and/or perception/education&lt;br&gt; - Operational Cost</td>
<td>No</td>
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<td>Green Alleys/Green Infrastructure</td>
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<td>- Needs to be part of a Program to address as a process&lt;br&gt; - Minimal impact based on the budget&lt;br&gt; - Measuring benefit per DEP expectations may be difficult</td>
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</table>
## Project Ideas Pros and Cons (Cont.)

<table>
<thead>
<tr>
<th>Potential P2 Project</th>
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<th>Meets Criteria</th>
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| Lake Maggiore & Aeration of City Ponds        | - Combine Lake Maggiore improvements and lake aeration to improve water quality  
                                                - No substantial administration or staffing requirements.  
                                                - Water quality improvements are quantifiable and can show quick improvements depending on the technology. | - Difficult to meet time frame for implementation  
                                                - Minimal number of pre-identified locations at this time | Yes            |                                                                       |
| Private Lateral Pilot Program                 | - Provides benefit to system of reducing inflow and infiltration.  
                                                - Brings public awareness to the issues caused by failing private laterals. | - Scope of pilot would have minimal impact in comparison to a full city-wide program  
                                                - Private lateral is already part of our consent order | No             | Private lateral ordinance is already required by consent order       |
| Privately owned collection and transmission system program | - Reduces SSOs from private systems currently not being inspected or evaluated | - Admin costs only for staffing. The first year will incur minor costs. | No             | Long implementation time                                              |
| Pumping Energy Reduction                     | - Saves energy costs and reduces environmental impact.             | - Projects not well defined at this time                           | Yes            |                                                                       |
| Reclaimed Water Expansion                     | - Directly measurable gallon for gallon.                           | - There is not enough supply during dry weather to meet new demands | Yes            |                                                                       |
| Septic System Disconnection                  | - Reduces nutrient discharge to the environment.                  | - Limited number of properties on septic  
                                                - Practicality is limited | Yes            |                                                                       |
| Cool Pavement/Pervious Pavement              | - Lowers heat island effect and reduces stormwater runoff.        | - Small total area of improvements  
                                                - Undefined locations | Yes            |                                                                       |
| Solar PV at recreation centers/enhance proposed energy efficiency program | - Increased energy efficiency  
                                                - Reduced air emissions from power generation facilities. | - Design + procurement may not be achievable in 6 months | Yes            |                                                                       |
| Street Sweeping                              | - Defined cost  
                                                - Easily to quantify  
                                                - Cost effective                                                                             | - Expansion of an existing program may not meet the P2 goals for DEP | Yes            |                                                                       |
Memorandum

To: Anne Fritz, Finance Director  
From: Jay Glover, Managing Director – PFM Financial Advisors LLC  
Re: Public Utility Subordinate Lien Bond Anticipation Note, Series 2017 – Note Provider Selection Memo

In order to provide interim funds to pay for capital expenditures relating to acquiring, constructing and erecting improvements to the public utilities system, prior to the issuance of long term senior lien bonds, the City of St. Petersburg, Florida ("the City") requested bid proposals from qualified banks to provide a Public Utility Subordinate Lien Bond Anticipation Note, Series 2017 (the "Note") in the par amount not to exceed $120,000,000. Due to the short term nature the Note (1 year) and subordinate lien security status, it was determined that a direct placement bank loan would be the most cost effective financing method. PFM assisted the City with the development and distribution of a request for proposals ("RFP") to select the Note provider that could provide the City with the most favorable combination of interest rate as well as terms and conditions. We have prepared the following summary of the process and rationale for the selected Note provider.

PFM distributed the RFP on August 21, 2017 to a large list of local, regional and national financial institutions. The RFP requested that interested firms provide a fixed and/or variable rate of interest, prepayment provisions, fees, financial reporting requirements, default rate, and any other terms/conditions. Responses were due by 2:00 p.m. on September 6, 2017. A total of two proposals were received from the following firms which are summarized in Exhibit A.

- Bank of America, N.A.
- JPMorgan Chase Bank, N.A.

Based on PFM’s review and discussions with City staff and Note Counsel, it was determined that JPMorgan Chase Bank, N.A. (“JP Morgan”) offered the most attractive indicative fixed interest rate as well as terms and conditions that were acceptable to the City. The indicative fixed interest rate as of the proposal submittal date was 1.24% (September 6) and would be locked following approval of the Note at the City Council meeting on October 5. After further discussion with City staff, it was determined that including an option for the City to prepay the Note at par any time after six months would be advantageous. As a result, the request was made for JP Morgan to provide an updated interest rate to include this call provision as well as any changes in market conditions since the proposal submittal. As of September 20, the revised interest rate to include the prepayment option is 1.31%. Assuming approval, the final interest rate will be locked October 5 and the closing would occur on October 12, 2017. Based on the favorable interest rate as well as acceptable terms and conditions proposed by JP Morgan, PFM recommends they be approved as the Note provider. If you have any questions please feel free to contact Jay Glover at 407-406-5760.
EXHIBIT A – Summary of Proposals
# Proposal Requirements

<table>
<thead>
<tr>
<th>Facility Amount (Not to exceed)</th>
<th>$120,000,000</th>
<th>$120,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note Maturity</td>
<td>10/10/2018</td>
<td>10/10/2018</td>
</tr>
</tbody>
</table>

## Tax-Exempt Interest Rate

- **Option A (Fixed):** Indicative 1.28%
- **Option B (Variable):** 70% multiplied by LIBOR + 30 bps (Can be drawn down as needed)

- **Option A (Fixed):** Indicative 1.24%
- **Option B (Variable):** 70% of 1 Month LIBOR + 25 bps (1.11%)

Indicative rates are as of September 6, 2017 and subject to change daily until a written rate lock letter is executed.

## Downgrade Pricing

- A1/A+ : +10bps
- Baa1/BBB+ : +10bps
- Below Baa3/BBB-: Default Pricing

None

## Prepayment Options

- Prepayments are permitted at any time with three business days' prior notice. If Option A is chose, prepayments will be subject to a prepayment penalty. There will be no prepayment penalty if Option B is chosen.
- Option A (Fixed): Subject to breakage fee
- Option B (Variable): The Note may be prepaid in whole or in part, without premium or penalty, on any LIBOR Reset Date

## Legal/Other Fees

<table>
<thead>
<tr>
<th>Bank of America</th>
<th>$8,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.P. Morgan</td>
<td>$6,500</td>
</tr>
</tbody>
</table>

## Other Conditions & Notes

1) Term sheet will expire if not accepted within 15 days
2) Rate Covenant: 1.15x debt service coverage assuming 30 year amortization of Note
3) Must provide audited financials within 270 days of fiscal year end
4) City agrees to not issue any additional senior or subordinate debt unless to pay outstanding principal on the proposed 2017 Note
5) See events of default and remedies in term sheet

1) Terms of the proposal expire on October 12, 2017
2) Base Rate of the higher of (i) the Bank’s Prime Rate and (ii) 2.5% plus the one month Adjusted LIBOR Rate
3) Default rate of Base Rate + 4%
RESOLUTION NO. 2017-____

A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED $120,000,000 CITY OF ST. PETERSBURG, FLORIDA PUBLIC UTILITY SUBORDINATE LIEN BOND ANTICIPATION NOTE, SERIES 2017, TO FINANCE AND/OR REIMBURSE THE ACQUISITION, CONSTRUCTION AND ERECTION OF ADDITIONS, IMPROVEMENTS, AND EXTENSIONS TO THE CITY’S PUBLIC UTILITY SYSTEM; PROVIDING FOR THE PAYMENT OF SUCH NOTE FROM A FIRST LIEN ON PROCEEDS OF A SERIES OF SENIOR LIEN BONDS EXPECTED TO BE ISSUED ON OR PRIOR TO THE MATURITY DATE OF SUCH NOTE AND NET REVENUES OF THE CITY’S PUBLIC UTILITY SYSTEM ON A JUNIOR AND SUBORDINATE LIEN BASIS, IN ALL RESPECTS, WITH RESPECT TO CERTAIN BONDS HERETOFORE ISSUED BY THE CITY, AND ON A PARITY LIEN BASIS WITH RESPECT TO CERTAIN LOAN AGREEMENTS ENTERED INTO WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR THE SALE AND APPROVAL OF THE FORM OF SUCH NOTE; APPOINTING A PAYING AGENT AND REGISTRAR FOR SUCH NOTE; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City St. Petersburg, Florida (the “City Council”), has previously adopted Resolution No. 99-227 on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council on October 20, 2005, Resolution No. 2008-256 adopted by the City Council on May 15, 2008, and Resolution No. 2013-400 adopted by the City Council on October 3, 2013, and as may be further amended and supplemented from time to time (collectively, the “Senior Lien Bond Resolution”); and

WHEREAS, pursuant to the Senior Lien Bond Resolution, the City of St. Petersburg, Florida (the “Issuer”) has previously issued its Public Utility Revenue Bonds, Series 2009A, Public Utility Refunding Revenue Bonds, Series 2009B, Taxable Public Utility Revenue

WHEREAS, the Senior Lien Bonds and any Additional Parity Obligations hereafter issued under the Senior Lien Bond Resolution are secured by a first lien on the Net Revenues of the System; and

WHEREAS, the Issuer intends to issue a Series of Additional Parity Obligations and/or may apply to an authority for a financing pursuant to 163.09, Florida Statutes (the “Takeout Refinancing”) to refinance the hereinafter defined Bond Anticipation Note; and

WHEREAS, the Issuer has also previously entered into Clean Water State Revolving Fund Loan Agreements CS120521010, CS120521020, CS120521030, CS12052104P, WW52105L, WW520600 and WW520630 with the Florida Department of Environmental Protection (collectively, the "Parity Lien Loan Agreements"); and

WHEREAS, the Parity Lien Loan Agreements are secured by a lien on the Net Revenues of the System, on a junior and subordinate lien basis, in all respects, with respect to the Senior Lien Bonds and any Additional Parity Obligations hereafter issued; and

WHEREAS, the Senior Lien Bonds and the Parity Lien Loan Agreements are the only obligations currently outstanding with respect to the System; and

WHEREAS, it is necessary and urgent that funds be made immediately available in order to provide funds to immediately commence the acquisition, construction and erection of additions, improvements and extensions to the System (the “Project”); and

WHEREAS, the City Council now desires to adopt this resolution to authorize its Public Utility Subordinate Lien Bond Anticipation Note, Series 2017 (the “Bond Anticipation Note”) to finance and/or reimburse the costs of the Project in anticipation of the Takeout Refinancing which is expected to occur on or prior to October 10, 2018; and

WHEREAS, the Issuer in good faith endeavors to issue the Takeout Refinancing within that timeframe; and

WHEREAS, the Bond Anticipation Note shall be secured by a first lien on proceeds of the Takeout Refinancing, and Net Revenues on a junior and subordinate lien basis, in all respects, with respect to the Senior Lien Bonds, and on a parity lien basis with respect to the Parity Lien Loan Agreements; and

WHEREAS, the Bond Anticipation Note shall constitute “Subordinated Debt” for all purposes of the Senior Lien Bond Resolution.; and
WHEREAS, following a competitive solicitation of bank loan proposals conducted by the Issuer’s financial advisor, the Issuer has determined to accept the proposal from JPMorgan Chase Bank, N.A. (the “Lender”) to purchase the Bond Anticipation Note; and

WHEREAS, the Issuer has determined that it is necessary and desirable to adopt this resolution to provide for various details and other matters with respect to the Bond Anticipation Note.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, Section 215.431, Florida Statutes, the municipal Charter of the Issuer, and other applicable provisions of law, and the Senior Lien Bond Resolution.

SECTION 2. DEFINITIONS. All capitalized undefined terms shall have the same meaning as set forth in the Senior Lien Bond Resolution. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this Section. Words importing the singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"City Attorney" shall mean the City Attorney or any Assistant City Attorney of the Issuer.

"City Clerk" shall mean the City Clerk or any Deputy City Clerk of the Issuer.

"City Council" shall mean the City Council of the Issuer.

"Finance Director" shall mean the Finance Director of the Issuer, or her designee.

"Holder" shall mean any persons who shall be the registered owner of the Bond Anticipation Note.

"Maturity Date" shall mean October 10, 2018.

"Mayor" shall mean the Mayor of the Issuer, or his designee. The Mayor is authorized, but is not bound, to designate the City Administrator and/or the Finance Director to execute certificates, agreements and all other documents in connection with the issuance of the Bond Anticipation Note.

"Note Counsel" means Bryant Miller Olive P.A, or any other nationally recognized bond counsel firm.

"Permitted Lender" means any affiliate of the Lender or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933.
"Project" shall have the meaning ascribed thereto in the WHEREAS clauses above.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Issuer deems it beneficial and in its best financial interest to finance and/or reimburse the costs of the Project through the issuance of the Bond Anticipation Note. The issuance of the Bond Anticipation Note to finance and/or reimburse the Project satisfies a public purpose.

B. The principal of and interest on the Bond Anticipation Note and other payments required hereunder shall be payable from a first lien on proceeds of the Takeout Refinancing, and Net Revenues on a junior and subordinate lien basis, in all respects, with respect to the Senior Lien Bonds, and on a parity lien basis with respect to the Parity Lien Loan Agreements. The Issuer shall never be required to levy ad valorem taxes on any real property therein to pay the principal of and interest on the Bond Anticipation Note or to make any other payments specified herein. The Bond Anticipation Note shall not constitute a lien upon any property owned by or located within the boundaries of the Issuer other than the sources of security described herein.

C. The estimated Net Revenues and the proceeds of the Takeout Refinancing will be sufficient to pay all principal of and interest on the Senior Lien Bonds, Bond Anticipation Note and the Parity Lien Loan Agreements, as the same become due, and to make all required Debt Service Fund, reserve or other payments required by the Senior Lien Bond Resolution.

D. The Issuer has received an offer from the Lender to purchase the Bond Anticipation Note.

E. The Issuer is not in default in the carrying out of any of the obligations assumed under the Senior Lien Bond Resolution and the Parity Lien Loan Agreements, and all payments required by the Senior Lien Bond Resolution and the Parity Lien Loan Agreements to be made into the funds and accounts established thereunder have been made to the full extent required.

F. The Bond Anticipation Note shall constitute “Subordinated Debt” for all purposes of the Senior Lien Bond Resolution.

SECTION 4. AUTHORIZATION OF TAKEOUT REFINANCING; AUTHORIZATION OF PROJECT AND AUTHORIZATION OF BOND ANTICIPATION NOTE. For the purposes of Section 215.431, Florida Statutes, the Issuer hereby authorizes the issuance in the future of the Takeout Refinancing in a principal amount of not to exceed $120,000,000 pursuant to the provisions of the Senior Lien Bond Resolution, further details to be determined pursuant to a supplemental resolution to be adopted by the City Council.

Subject and pursuant to the provisions of the Senior Lien Bond Resolution and this resolution and in anticipation of the closing of the Takeout Refinancing, an obligation of the Issuer to be known as the "Public Utility Subordinate Lien Bond Anticipation Note, Series 2017," herein defined as the "Bond Anticipation Note," is authorized to be issued in the original
Because of the characteristics of the Bond Anticipation Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Bond Anticipation Note, it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Bond Anticipation Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Bond Anticipation Note, the Issuer shall receive from the Lender a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

SECTION 5. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Bond Anticipation Note authorized to be issued hereunder by those who shall hold the same from time to time, this resolution shall be deemed to be and shall constitute a contract between the Issuer and such Holder.

SECTION 6. DESCRIPTION OF BOND ANTICIPATION NOTE. The Bond Anticipation Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

A. Interest Rate. The initial fixed interest rate on the Bond Anticipation Note shall not exceed 1.75%, such initial fixed interest rate to be determined in the Bond Anticipation Note (calculated on a 30/360 day count basis). Such interest rate is subject to change upon conditions set forth in the Bond Anticipation Note, the form of which is attached hereto as Exhibit A.

B. Principal and Interest Payment Dates. Principal and interest on the Bond Anticipation Note shall be paid in full on the Maturity Date.

C. Redemption of the Bond Anticipation Note. The Bond Anticipation Note shall be subject to redemption as provided in the Bond Anticipation Note.

D. Form, Execution and Delivery of the Bond Anticipation Note. The Bond Anticipation Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Bond Anticipation Note shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer, approved as to form and correctness by the City Attorney, and be attested with the manual or facsimile signature of the City Clerk. In case any one or more of the officers of the Issuer who shall have signed or sealed the Bond Anticipation Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bond Anticipation Note so signed and sealed has been actually sold and delivered, such Bond Anticipation Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bond Anticipation Note had not ceased to hold such office. The Bond Anticipation Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond Anticipation Note shall hold the principal amount of not to exceed $120,000,000 for the purpose of financing and/or reimbursing the Project and paying the cost of issuing the Bond Anticipation Note.
proper office of the Issuer, although, at the date of such Bond Anticipation Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bond Anticipation Note shall be actually sold and delivered.

E. Original Denomination. The Bond Anticipation Note shall originally be issued in a single denomination in an amount that equals the original principal amount authorized and issued hereunder.

F. No Reserve Account. The Bond Anticipation Note is not secured by any reserve fund or account.

G. Other Terms. The Bond Anticipation Note shall bear interest from the interest payment date next preceding the date on which it is issued.

The principal of and interest on and redemption premium, if any, on the Bond Anticipation Note shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts and shall be paid when due by the Paying Agent to the person appearing on the registration books of the Issuer by wire transfer to the Holder of the Bond Anticipation Note in accordance with wire transfer instructions provided by the Holder of the Bond Anticipation Note to the Paying Agent and Issuer. Presentment of the Bond Anticipation Note shall not be required, but the Holder of the Bond Anticipation Note agrees that promptly following the payment in full of the Bond Anticipation Note it shall return the Bond Anticipation Note marked “paid in full” to the Issuer.

SECTION 7. APPLICATION OF PRIOR COVENANTS OF THE ISSUER. The covenants and pledges contained in the Senior Lien Bond Resolution shall be deemed to be for the benefit, protection and security for the payment of the Bond Anticipation Note and for the Holder thereof in like manner as applicable to the Senior Lien Bonds; provided, however, no reserve requirements applicable to the Senior Lien Bonds shall apply to the Bond Anticipation Note. Such covenants and pledges shall be applicable to the Bond Anticipation Note herein authorized and are incorporated by reference herein to the same extent as if set forth in full herein.

SECTION 8. REGISTRATION AND EXCHANGE OF THE BOND ANTICIPATION NOTE; PERSONS TREATED AS HOLDER OF THE BOND ANTICIPATION NOTE. The Bond Anticipation Note is initially registered to the Lender, as the original purchaser of the Bond Anticipation Note. So long as the Bond Anticipation Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Bond Anticipation Note. The Bond Anticipation Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Lender may in the future make transfers of the Bond Anticipation Note or sell participations to Permitted Lenders without the consent of the Issuer; provided, however, such transfers or participations shall not be for less than a $1,000,000 denomination.
The person in whose name the Bond Anticipation Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on such Bond Anticipation Note shall be made only to or upon the written order of the Holder of the Bond Anticipation Note. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond Anticipation Note to the extent of the sum or sums so paid.

SECTION 9. APPLICATION OF PROCEEDS OF BOND ANTICIPATION NOTE. The proceeds received from the sale of the Bond Anticipation Note shall be applied by the Issuer simultaneously with the delivery of the Bond Anticipation Note to the Lender, as follows:

A. To the extent not reimbursed therefor by the original purchaser of the Bond Anticipation Note, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Bond Anticipation Note.

B. The remaining proceeds of the Bond Anticipation Note shall be deposited into the "City of St. Petersburg, Florida Public Utility Subordinate Lien Bond Anticipation Note, Series 2017, Construction and Acquisition Fund," which is hereby created and established (the "2017 Construction and Acquisition Fund"), and which may be used to finance and/or reimburse the costs of the Project. Such 2017 Construction and Acquisition Fund shall constitute a trust fund for the Holder of the Bond Anticipation Note. The Issuer is permitted to invest amounts on deposit in the 2017 Construction and Acquisition Fund in investments permitted by applicable law and the Issuer’s investment policy. All income received from investment of monies in the 2017 Construction and Acquisition Fund can be used to pay costs of the Project. The Holder of the Bond Anticipation Note shall have a lien on the proceeds of the Bond Anticipation Note until expended.

SECTION 10. BOND ANTICIPATION NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Bond Anticipation Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Bond Anticipation Note of like tenor as the Bond Anticipation Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond Anticipation Note upon surrender and cancellation of such mutilated Bond Anticipation Note, or in lieu of and substitution for the Bond Anticipation Note destroyed, stolen or lost, and upon the Holder furnishing the Issuer proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Bond Anticipation Note so surrendered shall be canceled by the Issuer.

SECTION 11. APPROVAL OF PAYING AGENT AND REGISTRAR. The Issuer is hereby appointed Paying Agent and Registrar for the Bond Anticipation Note.

SECTION 12. TAX COVENANTS. The Issuer covenants to the Holder of the Bond Anticipation Note provided for in the Resolution that the Issuer will not make any use of the proceeds of the Bond Anticipation Note at any time during the term of the Bond Anticipation Note which would cause the Bond Anticipation Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid
and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Bond Anticipation Note from the gross income of the Holder for purposes of federal income taxation.

SECTION 13. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this resolution or of the Bond Anticipation Note issued thereunder.

SECTION 14. GENERAL AUTHORITY. The members of the City Council, the Mayor, the Finance Director and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bond Anticipation Note and this resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Lender to effectuate the sale of the Bond Anticipation Note. All action taken to date by the members of the City Council, the Mayor, the Finance Director and the Issuer's officers, attorneys and other agents and employees in furtherance of the issuance of the Bond Anticipation Note is hereby approved, confirmed and ratified.

SECTION 15. BUSINESS DAYS. In any case where the due date of interest on or principal of a Bond Anticipation Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Holder of the Bond Anticipation Note.

SECTION 16. SPECIAL OBLIGATION OF ISSUER. The Bond Anticipation Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of the Constitution of Florida, but shall be payable from a first lien on proceeds of the Takeout Refinancing, and Net Revenues on a junior and subordinate lien basis, in all respects, with respect to the Senior Lien Bonds, and on a parity lien basis with respect to the Parity Lien Loan Agreements. The Bond Anticipation Note is also secured by amounts on deposit in the 2017 Construction and Acquisition Fund until such moneys have been expended. The Holder of the Bond Anticipation Note shall never have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form of any real property therein to pay such principal and interest from any other funds of the Issuer, except in the manner provided herein.

SECTION 17. EXECUTION OF RATE LOCK LETTER AGREEMENT. The Finance Director is hereby authorized to execute and deliver the Rate Lock Letter Agreement on behalf of the Issuer, a substantially final form of which is attached hereto as Exhibit D (based on a principal amount of not to exceed $120,000,000 and an initial fixed interest rate of not to exceed 1.75%), with the Lender, in order to eliminate the risk that the initial fixed interest rate applicable to the Bond Anticipation Note will thereafter increase.
SECTION 18. CAPTIONS. The captions and headings in this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this resolution.

SECTION 19. NO THIRD-PARTY BENEFICIARIES. Except such other persons as may be expressly described in this resolution or in the Bond Anticipation Note, nothing in this resolution or therein, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Holder, any right, remedy or claim, legal or equitable, under and by reason of any provision hereof or thereof, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and a person who shall from time to time be the Holder.

SECTION 20. MEMBERS OF THE CITY COUNCIL NOT LIABLE. No covenant, stipulation, obligation or agreement contained in this resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Council nor any person executing the Bond Anticipation Note shall be liable personally on the Bond Anticipation Note or this resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Bond Anticipation Note or this resolution.

SECTION 21. GOVERNING LAW; APPLICABLE LAW AND VENUE; JURY TRIAL WAIVER. This resolution and the Bond Anticipation Note shall be governed by the laws of the State of Florida. The Issuer and the Lender, by acceptance of the Bond Anticipation Note, knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this resolution or the Bond Anticipation Note. In the event of any legal proceeding arising out of or related to the Bond Anticipation Note, the Issuer and the Lender, by acceptance of the Bond Anticipation Note, each waive any objections to venue for any action brought in state court lying in Pinellas County, St. Petersburg Division. The Issuer and the Lender, by acceptance of the Bond Anticipation Note, also each waive any objection to venue for any action brought in federal court lying in the Middle District of Florida, Tampa Division. The Holder of the Bond Anticipation Note, upon taking possession of the Bond Anticipation Note, and the Issuer each consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

SECTION 22. SUPERSEDED. All prior resolutions of the Issuer inconsistent with the provisions of hereof are hereby superseded to conform to the provisions herein contained and, except as otherwise superseded hereby, this resolution shall remain in full force and effect.

[Remainder of page intentionally left blank]
SECTION 23. EFFECTIVE DATE. This resolution shall become effective upon its adoption.

LEGAL:

DEPARTMENT:
EXHIBIT A

FORM OF BOND ANTICIPATION NOTE

$120,000,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF PINELLAS
CITY OF ST. PETERSBURG
PUBLIC UTILITY SUBORDINATE LIEN BOND ANTICIPATION NOTE, SERIES 2017

MATURITY DATE INTEREST RATE DATED DATE
October 10, 2018 ____% October 12, 2017 (subject to adjustment)

REGISTERED OWNER: JPMORGAN CHASE BANK, N.A.

PRINCIPAL AMOUNT: ONE HUNDRED TWENTY MILLION AND NO/100 DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of St. Petersburg, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the order of the Registered Owner identified above, as herein provided, on the Maturity Date identified above, from the revenues hereinafter mentioned, the Principal Amount identified above, and to pay solely from said sources, to the Registered Owner hereof, interest on said Principal Amount at the Interest Rate per annum identified above, subject to adjustment as herein provided, on the Maturity Date. Notwithstanding anything herein to the contrary, the Interest Rate shall never exceed the maximum rate allowed by applicable law. All payments due hereunder shall be paid to the Registered Owner by wire transfer in accordance with wire transfer instructions provided by such Registered Owner to the Paying Agent and Issuer.

Principal on this Bond Anticipation Note shall by paid on the Maturity Date.

"Interest Rate" means a per annum rate equal to ____%, prior to a Determination of Taxability. In the event of a Determination of Taxability, "Interest Rate" means a per annum rate equal to the Taxable Rate, effective retroactively to the date on which the interest payable on this Bond Anticipation Note is includable for federal income tax purposes in the gross income of the Registered Owner. In the alternative, in the event that interest on this Bond Anticipation Note during any period becomes partially taxable as a result of a Determination of Taxability applicable to less than all of this Bond Anticipation Note, then the Interest Rate on this Bond Anticipation Note shall be increased during such period by an amount equal to: (A-B) x C where:

(A) “A” equals the Taxable Rate (expressed as a percentage);
(B) “B” equals the interest rate on this Bond Anticipation Note (expressed as a percentage); and

Exhibit A-1
“C” equals the portion of this Bond Anticipation Note the interest on which has become taxable as the result of such tax change (expressed as a decimal).

In the Event of Default, “Interest Rate” means per annum rate equal to the Default Rate.

"Determination of Taxability" means the circumstance of interest paid or payable on this Bond Anticipation Note becoming includable for federal income tax purposes in the gross income of the Registered Owner as a consequence of any act or omission of the Issuer. A "Determination of Taxability" shall be deemed to occur upon (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest payable on this Bond Anticipation Note is includable for federal income tax purposes in the gross income of the Registered Owner, or (ii) a determination by a court of competent jurisdiction that the interest payable on this Bond Anticipation Note is includable for federal income tax purposes in the gross income of the Registered Owner, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the Issuer or an opinion of Note Counsel to the effect that interest on this Bond Anticipation Note is includable for federal income tax purposes in the gross income of the Registered Owner.

For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on this Bond Anticipation Note is deemed includable in the gross income of the Registered Owner. A Determination of Taxability shall not occur solely from the fact that such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum income tax imposed on corporations. In addition to any other amounts to be paid hereunder, the Registered Owner or any former Registered Owner, as appropriate, shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States of America by the Registered Owner or any former Registered Owner as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the Issuer within thirty (30) days following the Determination of Taxability and demand by the Registered Owner.

"Taxable Rate" means a rate equal to the Prime Rate times that percentage which after the Determination of Taxability will result in the same after-tax yield to the Registered Owner of this Bond Anticipation Note as before said Determination of Taxability. "Prime Rate" means a rate of interest equal to the announced prime commercial lending rate per annum of the Registered Owner. The Prime Rate is a reference rate for the information and use of the Registered Owner in establishing the actual rate to be charged to the Issuer. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

“Event of Default” as such term is used in this Bond Anticipation Note means that the Issuer shall fail to make a payment of the principal of, redemption premium or interest on this Bond Anticipation Note when such payment becomes due.
In case of an Event of Default, upon written declaration of the Registered Owner of this Bond Anticipation Note, the entire debt then remaining unpaid under this Bond Anticipation Note shall be immediately due and payable.

“Base Rate” means the higher of (i) the Registered Owner’s Prime Rate and (ii) 2.5% plus the one month Adjusted LIBOR Rate.

“Adjusted LIBOR Rate” means the quotient of (a) the LIBOR Rate on the immediately preceding business day for dollar deposits with a maturity equal to one-month, divided by (b) one minus the “Reserve Requirement” applicable to dollar deposits in the London interbank market with a maturity equal to one month.

"Default Rate” means the Base Rate plus 4%. The Default Rate shall be determined as of the day immediately following the date on which any amount payable to the Registered Owner hereunder is not paid when due.

Interest on this Bond Anticipation Note shall be calculated using a 360-day year consisting of twelve 30-day months.

On or after April 10, 2018, the Issuer may prepay this Bond Anticipation Note in whole or in part at any time upon at least five (5) Business Days prior notice, without premium or penalty. Prior to April 10, 2018, the Issuer may prepay this Bond Anticipation Note in whole or in part at any time upon at least five (5) Business Days prior notice, as long as it pays the Prepayment Price to the Registered Owner.

“Prepayment Price” means the principal amount of this Bond Anticipation Note being prepaid plus the sum of the difference between (a) the scheduled interest payment which would have been made on the prepaid amount if such prepayment had not occurred and (b) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Registered Owner shall be deemed to have entered into as of the date of such prepayment (the “Replacement Swap”) covering its payment obligations under an interest rate swap which the Registered Owner shall be deemed to have entered into when the prepaid amount was originally funded, with each such difference discounted to a present value as of the date of prepayment using the fixed interest rate of the Replacement Swap as the applicable discount rate. The Issuer acknowledges that the Registered Owner might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the loan evidenced by this Bond Anticipation Note. All calculations and determinations by the Registered Owner of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

This authorized principal amount of this Bond Anticipation Note is $120,000,000. This Bond Anticipation Note is being issued to finance and/or reimburse the Project, under the
authority of and in full compliance with the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, Section 215.431, Florida Statutes, the municipal Charter of the Issuer, and other applicable provisions of law, and by Resolution No. 99-227 adopted by the City Council on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council on October 20, 2005, Resolution No. 2008-256 adopted by the City Council on May 15, 2008, Resolution No. 2013-400 adopted by the City Council on October 3, 2013 (the "Senior Lien Bond Resolution"), and by a resolution adopted by the City Council on October 5, 2017 (the "Subordinate Lien Note Resolution," and together with the Senior Lien Bond Resolution, the “Resolutions”), and is subject to all the terms and conditions of such Resolutions. All capitalized undefined terms used herein shall have the meaning set forth in the Resolutions.

This Bond Anticipation Note is payable from a first lien on proceeds of the Takeout Refinancing, and Net Revenues on a junior and subordinate lien basis, in all respects, with respect to the Senior Lien Bonds, and on a parity lien basis with respect to the Parity Lien Loan Agreements.

This Bond Anticipation Note does not constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Registered Owner of this Bond Anticipation Note that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer for the payment of the principal of and interest on this Bond Anticipation Note or the making of any sinking fund, reserve or other payments specified in the Resolutions.

It is further agreed between the Issuer and the Registered Owner of this Bond Anticipation Note that this Bond Anticipation Note and the indebtedness evidenced thereby shall not constitute a lien upon the System, or any part thereof, or on any other property of or in the Issuer, other than the sources of security as described herein and in the Subordinate Lien Note Resolution, all in the manner provided therein.

The Issuer in the Resolutions has covenanted and agreed with the Registered Owner of the Bond Anticipation Note to fix, establish, revise from time to time whenever necessary, maintain and collect such fees, rates, rentals and other charges for the use of the products, services and facilities of the System which will always provide Adjusted Net Revenues in each year of not less than 115% of all Bond Service Requirements becoming due in such year on the outstanding Senior Lien Bonds; and that such rates, fees, rentals and other charges will not be reduced so as to be insufficient to provide Gross Revenues for such purposes. The Issuer has entered into certain further covenants with the Registered Owner of this Bond Anticipation Note for the terms of which reference is made to the Resolutions.

This Bond Anticipation Note is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities of the State of Florida.

All payments by the Issuer pursuant to this Bond Anticipation Note shall apply first to accrued interest, then to other charges due the Registered Owner, and the balance thereof shall apply to the principal sum due.

Exhibit A-4
This Bond Anticipation Note may be exchanged or transferred by the Registered Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolutions; provided, however, this Bond Anticipation Note may be transferred to Permitted Lenders in the future without the consent of the Issuer so long as such transfers shall not be for less than a $1,000,000 denomination.

The transfer of this Bond Anticipation Note is registrable by the Registered Owner hereof in person or by his attorney or legal representative at the office of the Registrar but only in the manner and subject to the conditions provided in the Subordinate Lien Note Resolution and upon surrender and cancellation of this Bond Anticipation Note.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond Anticipation Note exist, have happened and have been performed in regular and due form and time as required by the Statutes and Constitution of the State of Florida applicable thereto; and that the issuance of this Bond Anticipation Note does not violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of St. Petersburg, Florida, has issued this Bond Anticipation Note and has caused the same to be executed by its Mayor, attested by its City Clerk, approved as to form and correctness by its Assistant City Attorney, either manually or with their facsimile signatures, and the corporate seal of the City, or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon, all as of the date set forth above.

CITY OF ST. PETERSBURG, FLORIDA

__________________________
Rick Kriseman, Mayor

ATTESTED:

__________________________
Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

__________________________
_____________, Assistant City Attorney
EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that JPMorgan Chase Bank, N.A. (the "Purchaser") has not required the City of St. Petersburg, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the $120,000,000 City of St. Petersburg, Florida Public Utility Subordinate Lien Bond Anticipation Note, Series 2017 (the "Bond Anticipation Note"), and no inference should be drawn that the Purchaser, in the acceptance of said Bond Anticipation Note, is relying on Note Counsel or Issuer's Counsel as to any such matters other than the legal opinion rendered by Note Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 99-227 adopted by the City Council on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council on October 20, 2005, Resolution No. 2008-256 adopted by the City Council on May 15, 2008, Resolution No. 2013-400 adopted by the City Council on October 3, 2013 (the “Senior Lien Bond Resolution”), and by a resolution adopted by the City Council on October 5, 2017 (the "Subordinate Lien Note Resolution," and together with the Senior Lien Bond Resolution, the “Resolutions”), and is subject to all the terms and conditions of such Resolutions.

We are aware that investment in the Bond Anticipation Note involves various risks, that the Bond Anticipation Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Bond Anticipation Note is secured solely from the sources and in the manner and to the extent described in the Resolutions (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Bond Anticipation Note and can bear the economic risk of our investment in the Bond Anticipation Note.

We acknowledge and understand that the Resolutions are not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Bond Anticipation Note as an investment for our own account and not with a present view to a resale or other distribution to the public.
We are a United States national banking association. We are not purchasing the Bond Anticipation Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this 12th day of October, 2017.

JPMORGAN CHASE BANK, N.A.

By: ______________________________
Name: ____________________________
Title: _____________________________
EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with the City of St. Petersburg, Florida (the "Issuer") for the private purchase of its City of St. Petersburg, Public Utility Subordinate Lien Bond Anticipation Note, Series 2017 (the "Bond Anticipation Note") in the principal amount of $120,000,000. Prior to the award of the Bond Anticipation Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Bond Anticipation Note (such fees and expenses to be paid by the Issuer):

   Locke Lord LLP
   Lender's Counsel
   $6,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Bond Anticipation Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

   (b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond Anticipation Note.

3. The amount of the underwriting spread expected to be realized by the Lender is $0.

4. The management fee to be charged by the Lender is $0.

5. Truth-in-Bonding Statement. The following information is provided pursuant to Section 218.385(2), Florida Statutes and does not evidence or alter the terms of the Bond Anticipation Note:

   The Bond Anticipation Note is being issued primarily to finance, and/or reimburse the costs of the Project.

   The Bond Anticipation Note is expected to be repaid no later than October 10, 2018 at an interest rate of _____%, total interest paid over the life of the Bond Anticipation Note is estimated to be $______________.
The Bond Anticipation Note will be payable solely from amounts pledged and described in Resolution No. 99-227 adopted by the City Council on April 22, 1999, as amended and supplemented from time to time, as particularly amended by Resolution No. 2005-559 adopted by the City Council on October 20, 2005, Resolution No. 2008-256 adopted by the City Council on May 15, 2008, Resolution No. 2013-400 adopted by the City Council on October 3, 2013 (the “Senior Lien Bond Resolution”), and by a resolution adopted by the City Council on October 5, 2017 (the "Subordinate Lien Note Resolution," and together with the Senior Lien Bond Resolution, the “Resolutions”), and is subject to all the terms and conditions of such Resolutions. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Resolutions. Issuance of the Bond Anticipation Note is expected to be refinanced on or before October 10, 2018, and thereafter is estimated to result in an annual average of approximately $___________ of revenues of the Issuer not being available to finance the services of the Issuer during the life of such refinancing based on current interest rates.

6. The name and address of the Lender is as follows:

JPMorgan Chase Bank, N.A.
100 North Tampa Street
Tampa, Florida 33602

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 12th day of October, 2017.

JPMORGAN CHASE BANK, N.A.

By:____________________________________
Name:__________________________________
Title:__________________________________
EXHIBIT D

FORM OF RATE LOCK LETTER AGREEMENT
RATE LOCK LETTER AGREEMENT

October 5, 2017

City of St. Petersburg
One Fourth Street N. 5th FL
St. Petersburg, Florida 33701

Defined Terms:

Rate Lock Date: October 5, 2017
Rate Lock Funding Date: October 12, 2017
Rate Lock Breakage Date: Date on which the rate lock is broken on or before the Rate Lock Funding date.
Rate Lock Amount: $120,000,000
Annual Interest Rate (%): _________
Designated Tenor: 1 year

This letter is to confirm that, pursuant to your request, JPMorgan Chase Bank, N.A. (the “Bank”) has reserved for the City of St. Petersburg, Florida (“Issuer”) $120,000,000 in fixed rate funds effective on the Rate Lock Date, in anticipation of the Issuer’s financing need on or before Rate Lock Funding Date, as further evidenced by the Bank’s commitment letter dated October 5, 2017 (“Commitment Letter”), accepted by the Issuer.

The interest rate for the one year period (the “Designated Tenor”) of the above-described financing will be at an annual rate equal to ________%.

In order to lock the interest rate for this transaction, Issuer agrees that if for any reason, other than the fault of the Bank, the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, in order to lock the interest rate for this transaction, Issuer agrees that if for any reason the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, then Issuer shall pay a Reinvestment Premium to the Bank within 5 business days of the Bank’s written request, as further described below.

I. A Reinvestment Premium shall be due and payable if (i) exceeds (ii) where (i) equals total scheduled interest payments due on the Rate Lock Amount calculated at the Swap Rate (defined below) on the Rate Lock Date plus xx basis points, and (ii) equals the total scheduled interest payments due on the Rate Lock Amount calculated at the Swap Rate on the Rate Lock Breakage Date. For purposes of calculating the Reinvestment Premium, “Swap Rate” means the USD 1100 ICE Swap Rate that appears on Reuters page “ICESWAP1” or any successor page established by Reuters (the “Service”) at approximately 11:15 a.m., New York City time on the applicable date for the Designated Tenor or the following alternatives, as applicable: (i) if the Service does not publish a USD 1100 ICE Swap rate on either the Rate Lock Date or the Rate Lock Breakage Date.
Lock Breakage Date, the most recent USD ICE Swap Rate published by the Service as of the Rate Lock Date or Rate Lock Breakage Date, as applicable, will be utilized; (ii) if the Service no longer publishes a USD 1100 ICE Swap Rate, the USD ICE Swap Rate published by the Service at different times on that date may be utilized; (iii) if the Service no longer publishes any USD ICE Swap Rates, the Bank may utilize other sources for determining the value of the USD ICE Swap Rates or may, in lieu of the USD ICE Swap Rates, utilize other US dollar interest rate swap rates obtained from other sources that it determines, in its sole discretion, provide current market-based information as to mid-price US dollar interest rate swap rates; or (iv) if there is no Swap Rate for the Designated Tenor, the applicable Swap Rate will be based upon the linear interpolation between the Swap Rates reported by the Service (or alternative sources) for the closest tenors above and below the Designated Tenor. The Bank’s determination of the interpolated rate shall be deemed conclusive.

II. If (ii) above is equal to or greater than (i) above, then no Reinvestment Premium is due.

III. The Reinvestment Premium payable to the Bank shall be equal to the net present value of the difference in scheduled interest payments of (i) above less (ii) above for each scheduled interest period, discounted at the applicable Swap Rate as of the Rate Lock Breakage Date, as determined above.

If the Issuer is in agreement with the above, please indicate such acceptance by providing signatures as set forth below, and returning this letter to my attention. This rate lock letter is only effective if the Commitment Letter, as issued by the Bank, has been timely executed by the Issuer.

JPMorgan is delighted to be of assistance in this matter and looks forward to working with you to complete this transaction.

Yours truly,

JPMORGAN CHASE BANK, N.A.

By: __________________________
Name: John McAuley
Its: Executive Director

Agreed to and accepted by:

CITY OF ST. PETERSBURG, FLORIDA
Date: October 5, 2017

By: __________________________
Name: Anne A. Fritz
Its: Finance Director
October 5, 2017

J.P. Morgan

CREDIT FACILITY COMMITMENT

Direct Purchase of a Non-Bank Qualified Tax-Exempt Bond Anticipation Note issued by the City of St. Petersburg in the amount of up to $120,000,000
October 5, 2017

Anne Fritz
City of St. Petersburg
Anne.fritz@stpete.org

Dear Anne:

The City of St. Petersburg (the “Issuer”), has requested that JPMorgan Chase Bank, N.A. purchase a non-bank qualified tax-exempt bond anticipation note (the "Facility" or "Note") in the aggregate principal amount of $120,000,000. JPMorgan Chase Bank, N.A. (the "Purchaser") is pleased to confirm its willingness purchase the Note in the amount of $120,000,000, (the "Commitment") on the terms and conditions set forth herein and in the term sheet attached hereto (the "Term Sheet").

The obligation of JPMorgan Chase Bank, N.A. or one of its affiliates to provide credit to the Issuer in the form of its purchase of the Note is subject to the execution and delivery of loan documentation (the “Bond Documents”) that is satisfactory to the Purchaser and its legal counsel. The Bond Documents shall contain such representations, warranties, covenants, events of default, conditions precedent, remedies and general provisions that the Purchaser and its counsel deem necessary and shall otherwise be satisfactory in form and substance to the Purchaser and its counsel. The terms, covenants, and conditions set forth in the Term Sheet merely outline some of the principal provisions of the Bond Documents rather than a full and complete description or exclusive list of all terms, covenants and conditions which shall be included in the Bond Documents. To the extent that any terms, covenants and conditions in the Bond Documents are inconsistent with this Commitment, the terms, covenants and conditions in the Bond Documents shall control. The Purchaser’s obligation under this Commitment shall also be subject to (a) the Purchaser's determination that there is no material adverse change in the business, condition (financial or otherwise), operations, performance or properties of the Issuer from its most recent audited financial statements dated September 30, 2016, (b) the Purchaser not becoming aware after the date hereof of any information or other matter affecting the Issuer or the transactions contemplated hereby which is inconsistent in a material and adverse manner with any such information or other matter disclosed to us prior to the date hereof, (c) the Issuer’s compliance with the terms of this commitment letter and (d) the other conditions set forth or referred to herein and in the Term Sheet.

The Issuer hereby agrees to reimburse the Purchaser for all reasonable and documented out-of-pocket expenses (including the reasonable fees, time charges and expenses of attorneys for the Purchaser, which attorneys may be employees of the Purchaser) incurred in connection with the preparation, negotiation, execution, and enforcement of this commitment letter, the Bond Documents and any other documentation contemplated hereby or thereby.

The obligations of the Purchaser under this commitment letter are enforceable solely by the Issuer and may not be relied upon by any other person. The Purchaser shall not be liable under this commitment letter or any Bond Document or in respect of any act, omission or event relating to the transaction contemplated hereby or thereby, on any theory of liability, for any special, indirect, consequential or punitive damages. IF THIS COMMITMENT LETTER, THE TERM SHEET OR ANY SUCH ACT, OMISSION OR EVENT BECOMES THE SUBJECT OF A DISPUTE, THE ISSUER AND THE PURCHASER EACH HEREBY WAIVE TRIAL BY JURY.

This commitment letter and the Term Sheet supersede any and all prior versions hereof or thereof. This commitment letter may only be amended by a writing signed by all parties hereto. This commitment letter shall be governed by the internal laws of the State of Florida.

This commitment letter and the Term Sheet are submitted to you in our capacity as a lender in an arm’s length commercial transaction. Purchaser is acting solely as a principal and not as a “Municipal
Advisor” as defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the “Municipal Advisor Rules”) or any other agent or fiduciary capacity. Purchaser is providing this information to you in reliance on the Bank exemption in the Municipal Advisor Rules and is not recommending that you take action or refrain from taking action or providing any advice. Please see “Municipal Advisor Disclosures and Disclaimers” in the Term Sheet for further information relating to the same.

You acknowledge that JPMorgan Chase Bank, N.A. and any of its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. Neither JPMorgan Chase Bank, N.A. nor any of its affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this commitment letter or their other relationships with you in connection with the performance by JPMorgan Chase Bank, N.A. or any of its affiliates of services for other companies, and neither JPMorgan Chase Bank, N.A. nor any of its affiliates will furnish any such information to other companies. You also acknowledge that JPMorgan Chase Bank, N.A. and its affiliates have no obligation to use in connection with the transactions contemplated by this commitment letter or to furnish to you confidential information obtained from other companies.

The terms and provisions contained herein and in the Term Sheet shall continue and are and shall remain absolute obligations of the Issuer, unless and until superseded by the provisions of definitive Bond Documents, whether or not the Bond Documents are executed or any loan is made by the Purchaser or any conditions of lending are met.

If the foregoing correctly sets forth our agreement, please indicate the Issuer’s acceptance of the terms hereof and of the Term Sheet by returning to the Purchaser an executed counterpart hereof not later than 5:00 p.m., New York City time, on October 5, 2017. The Purchaser’s commitment will expire at such time in the event the Purchaser has not received such executed counterpart in accordance with the immediately preceding sentence. This commitment letter and Term Sheet supersede any and all prior versions hereof and thereof.

Sincerely,

_______________________________________
JPMorgan Chase Bank, N.A.

By: Jackie Watson
Title: Executive Director, Credit Risk Director

ACCEPTED AND AGREED TO:

City of St. Petersburg

By: Anne A. Fritz
Title: Finance Director
Date: October 5, 2017

CC: Mark-David Adams, Locke Lord LLP
Jay Glover, Public Financial Management
City of St. Petersburg
Non-Bank Qualified Bond Anticipation Note
Summary of Terms and Conditions
October 5, 2017

This Summary of Terms and Conditions (the “Term Sheet”) is delivered with a commitment letter of even date herewith (the “Commitment Letter”) from JPMorgan Chase Bank, N.A. to the below defined Issuer in connection with the Facility. The terms, covenants and conditions set forth below outline some of the principal provisions of the Bond Documents, but do not provide a full and complete description or exclusive list of all terms, covenants and conditions. This Term Sheet supersedes all previous Term Sheets and oral discussions. Capitalized terms used in this Term Sheet and not otherwise defined herein have the meanings attributed to them in the Commitment Letter.

SECTION I DESCRIPTION OF THE NOTE

Issuer: City of St. Petersburg (the “Issuer”)

Purchaser: JPMorgan Chase Bank, N.A. and its successors and assigns (the “Purchaser” or the “Bank”).

Facility / Amount: $120,000,000 Non-Bank Qualified Tax-Exempt Bond Anticipation Note (the “Note” or the “Facility”). The Note will be purchased at 100% of Par on an ‘all or none’ basis.

The Note shall not be rated by any rating agency, shall not be initially registered to participate in DTC, shall not contain a CUSIP number and shall not be marketed during any period in which the Note is held by the Purchaser pursuant to any Official Statement, Offering Memorandum or any other disclosure documentation. The Purchaser shall take physical delivery of the Note at closing.

Purpose: Proceeds of the Note will provide interim funds to the Issuer’s utility system to pay for capital expenditures prior to the issuance of long-term senior lien bonds which will pay off the Note no later than the Maturity Date.

Maturity Date: October 10, 2018

SECTION II INTEREST RATES, PAYMENTS AND FEES

Fixed Interest Rate: The Note will accrue interest at a fixed rate per annum as set forth below. The following fixed interest rates are indicative as of 9/18/2017 and are subject to change daily until a written rate lock letter agreement is executed between the Issuer and the Bank:

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Optional Redemption Date **</th>
<th>Indicative Fixed Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 10, 2018</td>
<td>April 10, 2018</td>
<td>1.31 %</td>
</tr>
</tbody>
</table>

** The Note is callable at par on or after the Optional Redemption Date.

Note Payments / Amortization: All accrued interest and outstanding principal will be payable on the Maturity Date. The Note will be required to be repaid in full and will be subject to acceleration upon an Event of Default. Interest will then be computed at the Default Rate (defined below).
### Prepayment:
The Note may be prepaid in whole or in part, without premium or penalty, on any date on or after April 10, 2018. Any prepayment prior to April 10, 2018 is subject to breakage costs payable by the Issuer.

### Day Basis/Year:
30/360

### Base Rate:
The higher of (i) the Bank’s Prime Rate and (ii) 2.5% plus the one month Adjusted LIBOR Rate, as such terms will be more particularly described in the related bond documents.

### Default Rate:
Base Rate + 4.00%

### SECTION III OTHER TERMS AND PROVISIONS

#### Security:
Lien on proceeds of the takeout senior lien bonds and a subordinate pledge of utility system revenues, on parity with the utility system’s outstanding Florida Department of Environmental Protection loans, and payable as Subordinated Debt under the Bond Resolution.

#### Drawdown:
The proceeds of the Note will be fully drawn on the date of issuance.

#### Required Documents:
The terms of this financing will be evidenced by agreements, instruments and documents (collectively, the “Note Documents”) that are usual and customary for a Bond Anticipation Note. The required documentation will include, but not be limited to, the terms and conditions outlined herein as well as the Bank’s standard provisions with respect to representations and warranties, covenants, events of default, remedies, conditions precedent, waiver of jury trial, and other general provisions that the Purchaser and its counsel deem necessary and will otherwise be satisfactory in form and substance to the Purchaser and its counsel. Such documents will be prepared by Bond Counsel or Issuer’s Counsel, as appropriate.

#### Conditions Precedent:
Usual and customary representations and warranties and other conditions prior to the issuance of the Note for like situated issuers and for the type and term of the Facility, including absence of default, absence of material litigation and absence of material adverse change from the Issuer’s financial conditions and operations as reflected in the most recent audited financial statements of the Issuer.

Additional conditions precedent will include delivery of acceptable documentation and legal opinions; including an opinion of bond counsel as to the validity and enforceability and lien status as Subordinated Debt of the obligations of the Issuer under the documents and that interest payable on the Note is exempt from federal and State of Florida income taxation.

#### Financial Covenants:
None

#### Reporting Covenants:
None

#### Tax Gross-Up:
In the event that the Note subsequently loses its tax exemption as a result of violations of the tax covenants, the Purchaser will require an adjustment to the Interest Rate payable on the Note to account for such loss of tax exemption.

The Purchaser will not require any adjustment to the Interest Rate for (i) changes to the regulatory environment or required regulatory capital, (ii) changes to the Purchaser’s marginal corporate tax rate or (iii) changes due to a decline in the Issuer’s public bond rating. Any adjustment to the Interest Rate will solely be related to the loss of tax exemption for violations of the tax covenants.
Any adjustment to the Interest Rate will solely be related to the loss of tax exemption for violation of the tax covenants.

**Sale / Assignment:** The Issuer will agree that the Purchaser may without limitation (i) at any time sell, assign, pledge or transfer all or a portion of the Note, or one or more interests in all or any part of the Purchaser’s rights and obligations under the Facility to one or more assignees and/or participants which may include affiliates of the Bank; and (ii) at the Purchaser’s option, disclose information and share fees with such assignees and/or participants.

**Waiver of Jury Trial:** The Issuer and the Purchaser will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this Term Sheet, any related documentation or the transactions contemplated hereby or thereby.

**Governing Law:** All aspects of the Facility being discussed including this Term Sheet and any Bond Documents will be governed by the laws of the State of Florida.

### SECTION IV OTHER BANK REQUIREMENTS

**Municipal Advisor Disclosure:** The Issuer acknowledges and agrees that (i) the transaction contemplated herein is an arm’s length commercial transaction between the Issuer and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a “Municipal Advisor” as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the “Municipal Advisor Rules”), agent or a fiduciary of the Issuer, (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Issuer on other matters), (v) the Bank and its affiliates have financial and other interests that differ from those of the Issuer, and (vi) the Issuer has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

**Expenses:** The Issuer will pay or reimburse the Purchaser for all its documented, out-of-pocket costs and expenses and reasonable attorneys' fees where not prohibited by applicable law and incurred in connection with (i) the development, preparation and execution of the Note, and (ii) in connection with the enforcement or preservation of any rights under any agreement, any amendment, supplement, or modification thereto, and any other loan documents both before and after judgment.

**Legal Counsel:** The Bank will engage Locke Lord LLP as the Purchaser’s legal counsel. Mark-David Adams will be acting in the capacity of attorney representing the Purchaser.

Legal fees are estimated at $6,500.

Mark-David Adams
Locke Lord LLP
525 Okeechobee Boulevard, Suite 1600
West Palm Beach, FL 33401
Phone: (561) 820-0281
Fax: (561) 655-8719
Email: mark.adams@lockelord.com
Information Sharing: The Issuer will agree that the Purchaser may provide any information or knowledge the Purchaser may have about the Issuer or about any matter relating to the Facility described in this Term Sheet to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of the Note, or participants or assignees of the Note or the Facility described in this letter.
Present: Committee Members – Chair Steve Kornell, Charlie Gerdes, Jim Kennedy (alternate)

Also Present: City Attorney Jackie Kovilaritch, Assistant City Attorney Kim Streeter, Claude Tankersley, John Palenchar, Wayne Atherholt, Lance Rogers, Terri Hall

Support Staff: Judy Tenison, City Council Administrative Aide

1. Call to order – 9:39 am

2. Approval of Agenda – CM Gerdes moved to approve, all in favor.

3. Approval of August 24, 2017 Minutes – CM Gerdes moved to approve, all in favor.

4. New Business
   a) Inflow and Infiltration Agreement, Claude Tankersley, John Palenchar
      C. Tankersley briefly reviewed the proposed amendment to wholesale agreements. The amendment sets up definitions of what I&I is, reporting requirements, and definitions of flows to be maintained. Three different flows were highlighted; Annual Average (daily) flow, Maximum Day and Peak Hour. The amendment would require wholesale customers to put in appropriate effort to meet those flows. Wholesale customers would be required to annually report on how they met peak flows. If there is a violation the customer has 30 days to provide a Flow Rate Exceedance Report. A copy of the draft amendment has been provided to our wholesale customers. We would like to add this to the agreements as soon as possible; if not, then the appropriate time would be when the agreements come to their end. CM Kennedy moved to request Administration to move forward with negotiations with wholesale customers on Inflow and Infiltration Agreement. Motion passed unanimously.

   b) Sculpture Walk St. Pete, Wayne Atherholt, Lance Rogers, Terri Hall
      W. Atherholt introduced Lance Rogers who showed a power point presentation introducing the Sculpture Walk St. Pete project. As an outdoor gallery, this project would grow the city’s position as a major arts destination. The artwork would be attractive to but not distractive from the City’s waterfront. Each year half the artwork would rotate out and new artwork installed, making it always look fresh to citizens. They are a 501(c)3 and the artwork would be funded by sponsorships, grants and fundraisers. This would be near existing sidewalks; not taking up any park space. In the power point was funding - individual sponsorships; education - apprentice/scholarship opportunities for high school and college students and in-depth hands-on educational opportunities; benefits - minimal City overhead and a valuable asset for residents and tourists. The committee responded favorably to the presentation and would like to incorporate rules and regulations. J. Kovilaritch stated that we would have license agreements through the Real Estate Department for use of City property and as part of that we can address size, location placement, right of removal, establish some guidelines, and indemnity insurance. Legal would also look at First Amendment issues in general. CM Kennedy moved to request Administration to work with Mr. Rodgers to develop a plan and bring it back to the PS&I committee. Motion passed unanimously.

Meeting adjourned at 10:38 am.
REQUEST
Review of the proposed plan to construct a multi-story, 176,226 square foot police station, located at 1301 1st Avenue North, for consistency with the Intown West Redevelopment Plan.

APPLICANT INFORMATION

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

Property Owner
City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701

Representative
Brejesh Prayman
City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701

OVERVIEW OF PROJECT
The property is located in the Methodist Town Neighborhood at the northwest corner of 1st Avenue North and 13th Street North. The project, valued at $61 million, consists of a 2 and 3-story, 176,226 square foot police station.

The site was recently cleared for construction of the new police station. An existing communication tower and storage building remain on-site and will be incorporated into the design of the new police station. The rights-of-way that traverse the property have been approved to be vacated upon the subject property and the vacated rights-of-way being replatted.

The new police station will be constructed at the northwest corner of 1st Avenue North and 13th Street North. The existing storage building, a new M and E equipment building, retention pond and relocated communications tower will be located along the west side of the property. A parking garage and surface parking lot will be located in the center of the site. Access to the parking garage and parking lot will be from 1st Avenue North and 2nd Avenue North. Public access into the building will be at the southeast corner of the building.
The proposed building will be of a contemporary style of architecture. A multi-story entry feature that is cladded in glass is proposed at the southeast corner of the building. An ample amount of glazing is proposed on the three-story building. The two-story building does not have a significant amount of glazing due to the function of the building. The façade of the building has been articulated with changes in materials, glazing, recess and projections in the façade and cantilevered overhangs.

CONSISTENCY WITH INTOWN WEST REDEVELOPMENT PLAN
The Intown West Redevelopment Plan (IWRP) 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 goal of the redevelopment plan is to provide a specific development focus for the Dome District that supports the Intown West Redevelopment Area and capitalizes on the opportunities generated by Tropicana Field. Objective 1 of the IWRP calls for establishing a cohesive development pattern and visual identity through land uses that reinforce downtown and stadium development through creation of highly visible and intensive activity nodes, and reinforcement of retail along the Central Avenue and 1st Avenue North corridors.

The proposed development is a Special Exception use under the current DC-2 zoning. The intent of requiring Special Exception approval for a development project proposing more than 25-percent non-residential use is to insure that development proposals consisting of a minimal amount of residential units within the DC-2 district are properly located. The proposed project is located along 1st Avenue North, which has historically been an auto oriented corridor and abuts the CSX railroad to the west, a self-storage facility to the north and commercial uses to the east. Staff and the Development Review Commission find that the subject site is an appropriate location for the new police station.

The building is urban in scale with pedestrian oriented street level features, including the provision of ample amount of glazing and streetscaping, including planters and street trees that will accent the building.

SUMMARY AND RECOMMENDATION
Administration recommends approval of the attached resolution finding the new police station, located at 1301 1st Avenue North, consistent with the Intown West Redevelopment Plan.

This recommendation is subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant must comply with any conditions of approval required by Development Review Services staff.
## EXHIBIT A
### Site Data

| **Location** | 1301 1st Avenue North  
|              | 24-13-16-43668-000-0430; 24-31-16-43668-000-0250;  
|              | 24-31-16-43668-000-0290; 24-31-16-43668-000-0450;  
|              | 24-31-16-43668-000-0460; 24-31-16-43668-000-0470;  
|              | 24-31-16-43668-000-0471; 24-31-16-43668-000-0472;  
|              | 24-31-16-73179-001-0010; 24-31-16-43668-000-0292 |
| **Redevelopment Area** | Intown West Redevelopment Area |
| **Zoning District** | DC-1 and DC-2 |
| **Existing Land Use** | Police support facilities |
| **Proposed Uses** | Police station |
| **Site Area** | 274,627 sq. ft. or 6.3 acres |
| **Proposed FAR** | 0.64 FAR |
| **Existing FAR** | 0.12 FAR |
| **Permitted FAR** | 3.0 FAR base |
| **Number of Residential Units** | 0 |
| **Existing Parking** | 650 spaces |
| **Proposed Parking** | 552 spaces |
CRARESOLUTIONNO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE PROPOSED MULTI-STORY, 176,226 SQUARE FOOT POLICE STATION, LOCATED AT 1301 1ST AVENUE NORTH CONSISTENT WITH THE INTOWN WEST REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IWRP 17-1A).

WHEREAS, the Community Redevelopment Agency of the City Council of the City of St. Petersburg has adopted the Intown West Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas;

WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a multi-story, 176,226 square foot police station as described and reviewed in CRA Review Report No. IWRP 17-1a; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the plans to construct a multi-story, 176,226 square foot police station consistent with the Intown West Redevelopment Plan, with the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;

2. Applicant must comply with any conditions of approval required by Development Review Services staff.

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
Second Amendment
To the Ajax CMAR Agreement
June 15, 2017

City of St. Petersburg
New Police Headquarters
Conceptual Rendering

HARVARD-JOLLY
ARCHITECTURE
To: The Honorable Darden Rice, Chair, and Members of City Council!

Subject: Approving the renewal of a blanket purchase agreement with IPS Group Inc. for pay-by-credit-card parking meter mechanisms and related services, at an estimated annual cost of $38,000, for a total contract amount of $501,220.

Explanation: This purchase is being made under the City of Orlando RFP No. 1-0312.

On November 12, 2015, City Council approved a two-year agreement for pay-by-credit-card parking meter mechanisms and related services. The agreement has two, one-year renewal options. This is the first renewal.

The vendor provides all equipment, software applications and secure credit card payment processing for city parking meters. The pay-by-credit-card mechanisms allow access to real time parking meter data, solar power technology, and a comprehensive web-based meter management system. They also provide training and technical support for the software. There are recurring fees of $5.75 per meter, per month for the web management system and meter data communications for payment processing, as well as $0.13 cents per transaction for credit card use.

The initial phase of installing the new meter heads was completed and paid for in January 2016; the payment for the pay-by-credit-card service did not commence until July of 2016. With the initial phase being evaluated and completed, it is expected that additional meters will be completed over time. The project currently has a total payout of $237,400 with $263,820 remaining; therefore no increase is required for this renewal.

The Procurement Department, in cooperation with the Transportation and Parking Management Department, recommends for renewal:

IPS Group Inc. (San Diego) ........................................................................................................... $501,220

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement</td>
<td>$501,220</td>
</tr>
<tr>
<td>Meters (430)</td>
<td>$193,500</td>
</tr>
<tr>
<td>Freight</td>
<td>3,225</td>
</tr>
<tr>
<td>Card processing services</td>
<td>40,675</td>
</tr>
<tr>
<td>Total payout</td>
<td>237,400</td>
</tr>
<tr>
<td>1st renewal</td>
<td>38,000</td>
</tr>
<tr>
<td>Project balance</td>
<td>263,820</td>
</tr>
</tbody>
</table>

IPS Group, Inc. has agreed to hold prices firm under the terms and conditions of the City of Orlando RFP No. 14-0312 dated June 27, 2014. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from October 16, 2017 through October 15, 2018, with one annual renewal option remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Parking Operating Fund (1021).

Attachments: Resolution

Approvals:

[Signatures]

Administrative

Budget
A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH IPS GROUP INC. FOR PAY-BY-CREDIT-CARD PARKING METER MECHANISMS AND RELATED SERVICES TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE FOR THE FIRST RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $38,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $501,220; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 12, 2015, City Council awarded a two-year agreement ("Agreement") with two one-year renewal options to IPS Group Inc. for the pay-by-credit-card parking meter mechanisms and related services for the Transportation and Parking Management Department at an estimated annual cost of $38,000 pursuant to the City of Orlando Contract No. 14-0312, dated June 27, 2014; and

WHEREAS, Administration desires to amend the Agreement to exercise the first renewal option and provide funding in the amount of $38,000 for the first renewal term of this Agreement (for a total contract price not to exceed $501,220); and

WHEREAS, IPS Group Inc. has agreed to hold prices firm under the terms and conditions of the City of Orlando Contract No. 14-0312; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an amendment to the agreement with IPS Group Inc. for pay-by-credit-card parking meter mechanisms and related services to extend the term and increase the contract price for the first renewal term in an amount not to exceed $38,000 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $501,220.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

00341979
SAINT PETERSBURG CITY COUNCIL

Meeting of October 5, 2017

TO: THE HONORABLE DARDEN RICE, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Crescent Lake Villas, generally located at 435 13th Avenue North. (Our File: 17-20000001)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval for a Final Plat to create four lots from two platted lots of record on a portion of land located at 435 13th Avenue North and legally described as a replat of Lots 23 and 24, C.B. Allen's Resubdivision, according to the plat thereof recorded in Plat Book 6, Page 46, of Public Records of Pinellas County, Florida.

The plat will assemble the lots for redevelopment.


APPROVALS:

Administrative: 

Budget: NA

Legal: 

[Signature]
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF CRESCENT LAKE VILLAS, GENERALLY LOCATED AT 435 13th AVENUE NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 17-20000001)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Crescent Lake Villas, generally located at 435 13th Avenue North, 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. 9-14-17

[Signature]
City Attorney (Designee) 9-14-17
Crescent Lake Villas
A replat of Lots 23 and 24, C.B. Allen's Resubd, blk B and lots 1 to 9
in blk A of Crescent Lake Subd., according to the plat thereof recorded in
Plat Book 1, page 48, of the public records of Pinellas County, Florida.

City of St. Petersburg
Pinellas County, Florida

Property Description:

State of Florida
County of Pinellas

Dedication:
The undersigned herein certifies that he is the owner of the above-described
property in the City of St. Petersburg, and as a condition of this replat, he
agrees to the dedication of the public property as hereinafter described.

James Casimir

Secretarial Approval

Certificate of Approval by City of St. Petersburg:

State of Florida
County of Pinellas

Certificate of Approval by County Clerk:

State of Florida
County of Pinellas

Acknowledgment:

State of Florida
County of Pinellas

Surveyor's Certificate:

State of Florida
County of Pinellas

Certificate of Approval by the City Surveyor:

State of Florida
County of Pinellas

John C. Hendula And Associates, Inc.
Professional Land Surveyors And Mappers

Plat Book Page
Sheet 1 of 2
CRESCENT LAKE VILLAS
A REPLAT OF LOTS 23 AND 24, C.B. ALLEN'S RESUB. OF BLK. 8 AND LOTS 1 TO 8
IN BLK. 7 OF CRESCENT LAKE SUBD.; ACCORDING TO THE PLAT THEREOF RECORDED
IN PLAT BOOK 6, PAGE 48, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA
LYING IN THE NORTH 1/2 OF SECTION 18, TOWNSHIP 31 SOUTH, RANGE 17 EAST
CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

SURVEYOR'S REPORT:
1. SURVEYED ALL LOTS ON THE NORTH RIGHT-OF-WAY LINE OF 11TH AVENUE NORTH
   AS SHOWN & REFERRED TO.
2. SURVEYED ALL LOTS IN ITS PLAT FORM IN THE OFFICIAL DEPARTMENT
   OF THE ENGINEER'S LINES DESCRIBED HEREBY AS WELL AS THE ENGINEER'S LINES
   DESCRIBED HEREBY AS WELL AS THE ENGINEER'S LINES DESCRIBED HEREBY AS
   WELL AS THE SURVEYS OF LOTS 23 AND 24, C.B. ALLEN'S RESUB. OF BLK. 8
   AND LOTS 1 TO 8 IN BLK. 7 OF CRESCENT LAKE SUBD.
3. SURVEYED ALL LOTS IN ITS PLAT FORM IN THE OFFICIAL DEPARTMENT
   OF THE ENGINEER'S LINES DESCRIBED HEREBY AS WELL AS THE ENGINEER'S LINES
   DESCRIBED HEREBY AS WELL AS THE ENGINEER'S LINES DESCRIBED HEREBY AS
   WELL AS THE SURVEYS OF LOTS 23 AND 24, C.B. ALLEN'S RESUB. OF BLK. 8
   AND LOTS 1 TO 8 IN BLK. 7 OF CRESCENT LAKE SUBD.

ABBREVIATIONS:
- L = Survey
- A = Acre
- S = Survey
- F = Foot
- T = Survey
- P = Parcel
- R = Right

BOUNDARY CORNER SYMBOL LEGEND AND NOTES:
2. All survey corners are marked with a surveyor's pin or stake.
3. All survey lines are marked with surveyor's tape or flags.
4. All survey points are marked with surveyor's pins or stakes.
5. All survey lines are marked with surveyor's tape or flags.
6. All survey points are marked with surveyor's pins or stakes.
7. All survey lines are marked with surveyor's tape or flags.
8. All survey points are marked with surveyor's pins or stakes.
9. All survey lines are marked with surveyor's tape or flags.
10. All survey points are marked with surveyor's pins or stakes.

JCB
Professional Land Surveyors and Mappers
TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: August 27, 2017
SUBJECT: Preliminary and Final Plat for Crescent Lake Villas Subdivision
FILE: 17-20000001 R1

LOCATION: 435 13th Avenue North
& PIN: 18-31-17-00396-000-0230
ATLAS: F-10
PROJECT: Preliminary and Final Plat Crescent Lake Villas Subdivision
REQUEST: Approval of a Preliminary and Final Plat for Crescent Lake Villas Subdivision

The Engineering Department has no objection to the proposed preliminary and final plat, provided that the following special conditions and standard comments are added as conditions of approval:

SPECIAL CONDITIONS OF APPROVAL APPLICABLE UPON DEVELOPMENT OR REDEVELOPMENT ON PROPOSED LOTS:
1. Each proposed lot must be provided with an individual water service if not existing. The City shall install necessary potable water services (up to and including the necessary backflow prevention device) as required to service the site redevelopment at the expense of the applicant/property owner.

2. The applicant is required to provide a sanitary sewer service lateral to each lot of record. All construction must be in compliance with current City Engineering Standards and Specifications. The cost for design, permitting, and construction of required new service lateral(s) shall be by and at the sole expense of the applicant. A right of way permit is required prior to initiating construction within public right of way.

3. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

4. Habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor elevations for projects subject to compliance
with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

5. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an increase in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City's Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City's Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

6. The scope of this project does not appear to trigger compliance with the Drainage and Surface Water Management Regulations found in City Code Section 16.40.030. However, if the scope of the redevelopment project changes and the changes trigger compliance with the City Drainage and Surface Water Management Ordinance, then the applicant must submit drainage calculations which conform to the water quantity and the water quality requirements of Ordinance City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

7. A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

STANDARD COMMENTS:
Water service is available to the site. The applicant's Engineer shall coordinate potable water and /or fire service requirements through the City's Water Resources department. Recent fire flow test data shall be
utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer’s Self Certification to FDEP.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developer’s responsibility to file a CGP Notice of Intent (NOI) (DEP form 62-21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.
MEMORANDUM

TO: Honorable Chair Rice, and Members of City Council
FROM: Evan Mory, Director of Transportation and Parking Management
DATE: September 27, 2017
RE: Add Information, Item CB2 - October 5, 2017 City Council Meeting

Please find a substitute Resolution for this item which includes a minor addition clarifying Streetline as a sole source supplier. Additionally, please find attached the executed Sole Source Request Form. The sole source status and justification was fully explained in the original Council memo that was distributed on September 22nd.
RESOLUTION NO. 2017-___

A RESOLUTION DECLARING STREETLINE, INC. ("STREETLINE") TO BE A SOLE SOURCE SUPPLIER FOR PARKING OCCUPANCY ANALYTICS AND GUIDANCE SERVICES; APPROVING A THREE YEAR AGREEMENT WITH ONE THREE YEAR RENEWAL OPTION BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND STREETLINE FOR STREETLINE TO PROVIDE PARKING OCCUPANCY ANALYTICS AND GUIDANCE SERVICES AT NO COST TO THE CITY; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Streetline Inc. ("Streetline") has offered at no cost to the City of St. Petersburg, Florida ("City") a real-time parking guidance system via mobile app, merchant and city websites; and

WHEREAS, the system will generate data reports which will be available to the City in order to perform analyses and make more informed decisions about managing parking infrastructure in the future; and

WHEREAS, the City and Streetline desire to execute a three year agreement ("Agreement") with one three year renewal option for Streetline to provide parking occupancy analytics and guidance services at no cost to the City; and

WHEREAS, pursuant to and in accordance with the Agreement, Streetline can install sensors and other specified hardware on City rights of way and City-owned infrastructure; and

WHEREAS, Streetline has agreed to the terms and conditions set forth in the Agreement; and

WHEREAS, Section 2-249 of the City Code provides for sole source procurement when a supply or service is available from only one source; and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Streetline, Inc. ("Streetline") is a sole source supplier for parking occupancy analytics and guidance services.

BE IT FURTHER RESOLVED that a three year agreement with one three year renewal option between the City of St. Petersburg, Florida ("City") and Streetline for Streetline to provide parking occupancy analytics and guidance services at no cost to the City is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the agreement to correct typographical errors and clarify provisions of the agreement to conform to City Council’s direction.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the agreement and all other associated documents.

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)  
342857 Revised Final 10-5-17 meeting

Administration
## Sole Source Request

**Department:** Transportation and Parking Management  
**Requisition No.:** N/A  

### Check One:

- [X] Sole Source  
- [ ] Proprietary Specifications

### Proposed Vendor:

Streetline  

### Estimated Total Cost:

$0

### Description of Items (or Services) to be purchased:

- Real time parking guidance via mobile application for consumers; Real time parking guidance via Merchant websites; Both for on-street and off-street parking inventory; Real time occupancy data; APIs to push real time data to other systems; Analytics based on hard data and soft data to infer occupancy.

### Purpose of Function of items:

- Providing real-time parking availability to the general public and providing the City with parking utilization data (dates, times, and duration of parking, etc.).

### Justification for Sole Source of Proprietary specification:

Streetline is the only company that combines both physical infrastructure to detect vehicles (in-ground and surface-mount sensors and cameras) and data collection from sources including an in-mobile application, 3rd-party sensors (e.g. parking garage loop counters), parking meters, mobile payment applications, LPR equipment, and GPS probes; to provide accurate, real-time driver guidance and parking analytics for municipalities. The system requires only one sensor per block face, which significantly reduces the system cost and minimizes disruption to existing infrastructure as well as reduces components that could fail. The system is being offered on a long-term basis to the City at no charge. This is not a pilot project with the intent of generating paid large-scale deployment for the City as this deployment will capture the entire geographic area being sought by the City.
I hereby certify that in accordance with Section 2-249 of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.

[Signature]
Department Director

[Signature]
Administrator/Chief

Louis Moore, Director
Procurement & Supply Management

9-18-17
Date

9-19-17
Date

9/25/17
Date
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement with Hap O’Neill, Incorporated, a Florida corporation, d/b/a O’Neill’s Marina, to allow for the replacement of an in-ground fuel tank system and to modify the percentage rent schedule, for the marina on City-owned waterfront property located at 6701 - 34th Street South, St. Petersburg, for the remainder of the current term of ten (10) years; and to execute all documents necessary to effectuate same; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: Real Estate and Property Management ("REPM") received a request from Alan Phillips, president of Hap O’Neill, Incorporated, d/b/a O’Neill’s Marina ("O’Neill’s") asking the City to adjust the rate on Gross Revenues, excluding fuel sales, within the Percentage Rent Schedule of the Lease Agreement between the City of St. Petersburg and Hap O’Neill, Incorporated, d/b/a O’Neill’s Marina ("Lease") for operation of a marina on City-owned waterfront property located at 6701 - 34th Street South, St. Petersburg ("Marina") to 1) offset the expected expenses to replace the in-ground fuel storage system ("Tank") due to previously unknown cracking in the Tank and 2) adjust the Percentage Rent Schedule ("PRS") defined in the Lease. The requested amendment to the PRS would begin August 1, 2020 ("Year 6") of the Lease and is intended to offset the expected expenditures related to the installation of the Tank. At the direction of Administration, REPM proceeded to develop an amendment to the Lease ("Amendment"), which sets forth the required installation of the Tank and the adjustment to the PRS.

O’Neill’s and its predecessors in interest have operated a marina facility on the Premises since 1954. Under the terms of the Lease, O’Neill’s is responsible for substantive upgrades to the Premises totaling over $625,000 of Required Capital Improvements ("Required Capital Improvements") to the Premises during the ten (10) year Term, which will not be reduced in the Amendment. These investments include the following improvements:

- Dredging of the inlet channel and Marina basin to expand the usability of the facility.
- Seawall replacement along the south side of the Marina inlet channel at the entrance to the Marina.
- Continued replacement of various boat lifts, cradle kits, and finger piers.
- Continued piling and dock replacements.
- Roof replacement over portions of the Center Dock.
- Improvements to the parking area on the west side of the Marina basin.
In the summer of 2016, the Marina was flooded due to extreme weather occurrences, resulting in standing water over the Tank. The pressure of the standing water introduced water into the Tank due to previously unknown cracks in the top of the Tank, which may require the replacement of the Tank. O'Neill's indicated that if the cracks in the Tanks were known at the time of developing the Lease, the expense for the Tank replacement would have been included in the Required Capital Improvements and a different lease rental rate would have been requested.

O'Neill's requested an adjustment in the PRS to be paid beginning in Year 6 of the Lease to account for the increased expense, estimated to be between $175,000 and $200,000. Administration has agreed to the adjustment of the PRS as the Tank will become a City-owned asset at the expiration of the Lease, which represents approximately fifty percent (50%) of the expense related to the removal and replacement of the Tank.

Effective Year 6 of the Term, the Lease currently provides that O'Neill's will pay the City the greater of 1) a rate of 15% on Gross Revenues excluding fuel sales ("Gross Revenues"), and 10% on the retail store and repair shop revenues, plus applicable sales tax or 2) a minimum rent of Seven Thousand Five Hundred Dollars ($7,500), plus applicable sales tax.

Under the terms of the proposed Amendment, the percentage rate on Gross Revenues will reduce to 10.5%, while the percentage rate on the retail store and repair shop revenue and the minimum rent will remain unchanged. Annually upon the anniversary of the commencement date and for the remainder of the Term, the percentage rent rate on the Gross Revenues shall increase by increments of 0.5%, beginning on August 1, 2021.

If it is determined upon commencement of the work that the replacement of the Tank is unnecessary and repairs to the cracks in the Tank can be performed without replacement of the Tank, the Amendment provides that the PRS will remain unchanged, as the Lease currently provides that repairs to the Tank are the responsibility of O'Neill's under the terms of the Lease.

Pursuant to Section 1.02 (c)(1) and (2) of the City Charter, the subject property is classified on the Parks and Waterfront Property Map as "City owned land with 10-year lease limitation" thereby allowing the lease of the property for ten (10) years or less with approval by an affirmative vote of at least six (6) members of City Council.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement with Hap O'Neill, Incorporated, a Florida corporation, d/b/a O'Neill's Marina, to allow for the replacement of an in-ground fuel tank system and to modify the percentage rent schedule, for the marina on City-owned waterfront property located at 6701 - 34th Street South, St. Petersburg, for the remainder of the current term of ten (10) years; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: (As to consistency w/attached legal documents)
Legal: 00341286.doc v1
O’Neill’s Marina
6701 - 34th Street South
Resolution No. 2017 —

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH HAP O'NEILL, INCORPORATED, A FLORIDA CORPORATION, D/B/A O'NEILL'S MARINA, TO ALLOW FOR THE REPLACEMENT OF AN IN-GROUND FUEL TANK SYSTEM AND TO MODIFY THE PERCENTAGE RENT SCHEDULE, FOR THE MARINA ON CITY-OWNED WATERFRONT PROPERTY LOCATED AT 6701 - 34TH STREET SOUTH, ST. PETERSBURG, FOR THE REMAINDER OF THE TERM OF TEN (10) YEARS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hap O'Neill, Incorporated d/b/a O'Neill's Marina ("O'Neill's") requested the City of St. Petersburg ("City") to adjust the rate on Gross Revenues, excluding fuel sales, ("Gross Revenues") within the Percentage Rent Schedule ("PRS") of the Lease Agreement between the City of St. Petersburg and Hap O'Neill, Incorporated, d/b/a O'Neill's Marina ("Lease") for the purpose of offsetting the expected expenses for replacing the in-ground fuel storage system at O'Neill's Marina, located at 6701 - 34th Street South, St. Petersburg ("Marina"); and

WHEREAS, at the direction of Administration, Real Estate & Property Management developed an amendment to the Lease ("Amendment"), which sets forth the required installation of the in-ground fuel storage system ("Tank") and the adjustment to the PRS; and

WHEREAS, O'Neill's requested an adjustment in the PRS to be paid beginning in Year 6 of the Lease to account for the increased expense, estimated to be between $175,000 and $200,000, which represents approximately fifty percent (50%) of the expense related to the removal and replacement of the Tank; and

WHEREAS, under the terms of the Lease, O'Neill's is responsible for substantive upgrades to the Premises totaling over $625,000 of Required Capital Improvements ("Required Capital Improvements") to the Premises during the ten (10) year Term, which will not be reduced in the Amendment; and

WHEREAS, under the terms of the Amendment, the percentage rate on Gross Revenues will reduce from 15% to 10.5% beginning August 1, 2020, while the percentage rate on the retail store and repair shop revenue and the minimum rent will remain unchanged; and
WHEREAS, annually upon the anniversary of the commencement date and for the remainder of the Term, the percentage rate on the Gross Revenues shall increase by increments of 0.5%, beginning on August 1, 2021; and

WHEREAS, the replacement of the Tank will become a part of the Required Capital Improvements; and

WHEREAS, if it is determined upon commencement of the work that the replacement of the Tank is unnecessary and repairs to the cracks in the Tank can be performed without replacement of the Tank, the Amendment provides that the PRS will remain unchanged, as the Lease currently provides that repairs to the Tank are the responsibility of O'Neill's under the terms of the Lease; and

WHEREAS, pursuant to Section 1.02 (c)(1) and (2) of the City Charter, the subject property is classified on the Park and Waterfront Property Map as "City owned land with 10-year lease limitation" thereby allowing the lease of the property for ten (10) years or less with approval by an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is hereby to execute a First Amendment to the Lease Agreement with Hap O'Neill, Incorporated, a Florida corporation, d/b/a O'Neill's Marina, to allow for the replacement of an in-ground fuel tank system and to modify the percentage rent schedule, for the a marina on City-owned waterfront property located at 6701 - 34th Street South, St. Petersburg, for the remainder of the current term of ten (10) years; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

City Attorney (Designee)

Alfred G. Wendler, Acting Director
Real Estate and Property Management
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 5, 2017

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of unimproved City-owned property located at approximately 1120 – 16th Street South, St. Petersburg, for overflow vehicular parking while hosting a community event, for a nominal fee of $10.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management received a request from Administration to initiate an agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc. ("Licensee") to use unimproved City-owned property located at approximately 1120 – 16th Street South, St. Petersburg, for overflow vehicular parking while hosting the 77th Session of the West Coast Annual Conference event at the Licensee’s church located at 1045 – 16th Street South, St. Petersburg during October 14 through October 20, 2017. The Licensee expects that the use of this property will alleviate any concerns for extra vehicular parking during the event. The Property consists of ±18,540 sq. ft. and is zoned CCT-1 (Corridor Commercial Traditional -1).

The Property is legally described as follows:

Lots 10 thru 13, MCELGIN BARTLETT SUBDIVISION
Pinellas County Parcel I.D. No.: 25/31/16/53658/000/0100

The Licensee has executed a License Agreement ("License") for a term of seven (7) days, subject to City Council approval. The License provides that the Licensee shall be responsible for all applicable costs (including installation, deposits, and usage) for utilities associated with the Licensee’s use of the Property. The Licensee shall pay a use fee of $10.00 to the City for the term. Additionally, the Licensee shall maintain a $1,000,000 Commercial General Liability policy, protecting the City against all claims which may arise or be claimed on account of the Licensee’s use of the Property. The Licensee shall maintain the Property at its own cost and expense, remove all goods and effects used during the event, and deliver up the Property in good condition clean and clear of trash and other debris upon expiration of this License.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of unimproved City-owned property located at approximately 1120 - 16th Street South, St. Petersburg, for overflow vehicular parking while hosting a community event, for a nominal fee of $10.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: 

(As to consistency with attached legal documents)

Legal: 00341293.doc v1
Resolution No. 2017 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH GREATER MT. ZION AFRICAN METHODIST EPISCOPAL CHURCH OF ST. PETERSBURG, FLORIDA, INC., A FLORIDA NON-PROFIT CORPORATION, FOR THE USE OF UNIMPROVED CITY-OWNED PROPERTY LOCATED AT APPROXIMATELY 1120 – 16TH STREET SOUTH, ST. PETERSBURG, FOR OVERFLOW VEHICULAR PARKING WHILE HOSTING A COMMUNITY EVENT, FOR A NOMINAL FEE OF $10.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management received a request from Administration to initiate an agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc. ("Licensee") to use unimproved City-owned property located at approximately 1120 – 16th Street South, St. Petersburg, for overflow vehicular parking while hosting the 77th Session of the West Coast Annual Conference event at the Licensee's church located at 1045 – 16th Street South, St. Petersburg during October 14 through October 20, 2017; and

WHEREAS, the Licensee expects that the use of this property will alleviate any concerns for extra vehicular parking during the event; and

WHEREAS, the Property consists of ±18,540 sq. ft. and is zoned CCT-1 (Corridor Commercial Traditional -1); and

WHEREAS, the Property is legally described as follows:

Lots 10 thru 13, McElgin Bartlett Subdivision
Pinellas County Parcel I.D. No.: 25/31/16/53658/000/0100; and

WHEREAS, the Licensee has executed a License Agreement ("License") for a term of seven (7) days, subject to City Council approval; and

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

WHEREAS, the Licensee shall pay a use fee of $10.00 to the City for the term; and
WHEREAS, the Licensee shall maintain a $1,000,000 Commercial General Liability policy, protecting the City against all claims which may arise or be claimed on account of the Licensee's use of the Property; and

WHEREAS, the Licensee shall maintain the Property at its own cost and expense, remove all goods and effects used during the event, and deliver up the Property in good condition clean and clear of trash and other debris upon expiration of this License.

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 License Agreement with Greater Mt. Zion African Methodist Episcopal Church of St. Petersburg, Florida, Inc., a Florida non-profit corporation, for the use of unimproved City-owned property, located at approximately 1120 – 16th Street South, St. Petersburg, for overflow vehicular parking while hosting a community event, for a nominal fee of $10.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

[Signature]
City Attorney (Designee)

[Signature]
Alfred G. Wendler, Acting Director
Real Estate & Property Management
TO: The Honorable Darden Rice, Chair, and Members of City Council.

SUBJECT: A resolution authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated July 24, 2014 for an Unlimited Access Program to extend the term for a period commencing on October 1, 2017 and terminating on September 30, 2018; and providing an effective date.

EXPLANATION: The City of St. Petersburg ("City") entered into a three year agreement with the Pinellas Suncoast Transit Authority ("PSTA") on July 24, 2014 to establish a Universal Pass Program ("U-Pass Program"), which allows City employees to ride all PSTA bus services at no cost to the employees. The U-Pass Program replaced the Employee Monthly Bus Pass Program, which had been in effect since September 1, 2003. In an effort to increase public transportation ridership in Pinellas County and build upon the City’s effort to encourage its employees to use transit services in 2014, the PSTA proposed that the fare payment process for City employees be simplified so that employees only have to show their City employee identification badge upon boarding to ride PSTA’s bus services. The U-Pass Program has been popular with City employees.

The U-Pass Program agreement can be extended for two (2) one (1) year periods at the end of the term, which is September 30, 2017. The City and PSTA desire to execute an amendment to extend the agreement for an additional one year period (October 1, 2017 through September 30, 2018).

COST/FUNDING/ASSESSMENT INFORMATION: Funding for the U-Pass Program in the amount of $530,000 has been appropriated in the FY 18 Operating Budget, Parking Revenue Fund (1021), Transportation & Parking Management Department, Parking Management Administration (281-1245).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated July 24, 2014 for an Unlimited Access Program to extend the term for a period commencing on October 1, 2017 and terminating on September 30, 2018; and providing an effective date.

ATTACHMENTS: Resolution

APPROVALS: 

Administration: 

Budget: 
Resolution No. 2017- ___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS SUNCOAST TRANSIT AUTHORITY DATED JULY 24, 2014 FOR AN UNLIMITED ACCESS PROGRAM TO EXTEND THE TERM FOR A PERIOD COMMENCING ON OCTOBER 1, 2017 AND TERMINATING ON SEPTEMBER 30, 2018; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") and the Pinellas Suncoast Transit Authority ("PSTA") executed a three year agreement on July 24, 2014, to allow City employees to ride the PSTA Bus Services at no charge on an unlimited basis when the City employee shows his or her City identification badge; and

WHEREAS, the agreement can be extended for two (2) one (1) year periods at the end of term, which is September 30, 2017; and

WHEREAS, the City and PSTA desire to execute an amendment to extend the agreement for an additional one year period (October 1, 2017 through September 30, 2018); and

WHEREAS, funding in the amount of $30,000 has been appropriated in the FY18 General Fund, Transportation & Parking Management Department for this service to City employees.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a First Amendment to the Agreement between the City of St. Petersburg, Florida and Pinellas Suncoast Transit Authority dated July 24, 2014 for an unlimited access program to extend the term for a period commencing on October 1, 2017 and terminating on September 30, 2018.

This Resolution shall become effective immediately upon its adoption.

APPROVALS:

Legal:    Administration:  

Evan Mory, Director,  
Transportation and Parking  
Management Department

341887 Final
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated September 20, 2016 to extend the term for a period commencing on October 1, 2017 and terminating on September 30, 2018; and providing an effective date.

EXPLANATION: In October, 2009 the “Central Avenue Shuttle” was created in partnership with the Pinellas Suncoast Transit Authority (PSTA), the St. Petersburg Downtown Partnership and the City of St. Petersburg. The Central Avenue Shuttle was created as a second themed service as an expansion of the St. Petersburg Trolley system which previously only included the Downtown Looper. The Central Avenue Shuttle provided service between The Pier and Grand Central Station at Central Avenue and 32nd Street. These trolley services augment regular bus service, provide enhanced public transit, operate inexpensive and frequent service, reduce pollution, enhance citizen and visitor transportation options and support local businesses.

In October, 2011 the City and PSTA partnered to expand the popular Central Avenue Shuttle and renamed it the Central Avenue Trolley. The expanded service allowed riders to board at Pass-A-Grille and ride all the way to The Pier without having to make a transfer. The Central Avenue Trolley has been in operation for almost six years and ridership has continued to exceeded expectations. In fiscal year 2016, the Central Avenue Trolley carried over 73,000 passengers per month and was the fifth most popular route in the PSTA system. Although The Pier building is closed at this time, the Central Avenue Trolley provides valuable service to the waterfront and serves the Beach Drive Parking Lot and links this parking asset to other downtown destinations.

The City’s commitment of $75,000 was required in order to provide a “Reduced Fare Zone” and a “Free Fare Zone” upon the implementation of the Central Avenue Trolley. These zones (depicted in Exhibit A) were critical to enhance ridership on the shorter rides within the greater downtown area. The City and PSTA desire to continue these reduced fare zones in the proposed renewal. Because PSTA normally receives $2.25 per passenger and needs to maintain revenue to meet the expenses of running the operation, the City would be responsible for continuing to buy down the rate at a cost of $0.50 per rider. However, the $0.50 per rider only applies to those who do not have daily or monthly transit passes, do not qualify for the Unlimited Access Program and do not ride outside the free fare zone as those riders would pay the normal rate once they exit the free fare zone or would have already paid the full fare before entering the reduced fare zone. PSTA has agreed to again place a $75,000 cap on the City’s fare buy-down contribution.

PSTA began conducting the Downtown St. Petersburg Circulator Study in 2016. This study, which is nearing completion, is the next step in the transit planning process that began in 2015 and led to the implementation of a downtown grid network of transit routes and removal of transfer facilities at Williams Park in February 2016. The Downtown Circulator Study is an analysis of transit...
circulation within downtown St. Petersburg. To identify options for a modified or new network of circulator services in downtown St. Petersburg, PSTA has examined the following:

- existing circulator bus services including the Downtown Looper and Route 32;
- grid network of regular PSTA routes, including the Central Avenue Trolley;
- where residents, workers, and visitors want to go in downtown St. Petersburg; and
- connectivity to other transportation services and facilities, including the planned Central Avenue Bus Rapid Transit route between downtown and the beaches and bike share stations.

PSTA, with input of City staff and downtown stakeholders, has developed a downtown circulator route that will cover a larger section of downtown than the Looper Trolley and extend to the Innovation District. PSTA received a three-year grant from the FDOT to begin operations on the new route starting in October 2018. The grant will enable PSTA to provide another trolley vehicle on this longer route to ensure that headways stay at 15 minutes, and the hours of operation will increase. The City and PSTA are matching the funding provided by FDOT. The new circulator route and Central Avenue Trolley will complement each other once the circulator commences.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated September 20, 2016 to extend the term for a period commencing on October 1, 2017 and terminating on September 30, 2018; and providing an effective date.

COST/FUNDING ASSESSMENT INFORMATION: Funding for the City's responsibility to buy down fares has been appropriated in the FY 18 Operating Budget, General Fund (0001), Transportation & Parking Management Department, Administration (281-1797).

ATTACHMENTS: Resolution

APPROVALS: Administration:

Budget:
Resolution No. 2017-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS SUNCOAST TRANSIT AUTHORITY DATED SEPTEMBER 20, 2016 TO EXTEND THE TERM FOR A PERIOD COMMENCING ON OCTOBER 1, 2017 AND TERMINATING ON SEPTEMBER 30, 2018; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") and the Pinellas Suncoast Transit Authority ("PSTA") executed an agreement on September 20, 2016, for PSTA to provide trolley service from St. Pete Beach to the eastern terminus of Second Avenue N.E. in downtown St. Petersburg including service to parking facilities for The Pier for a one year term that commenced on October 1, 2016 and expires on September 30, 2017; and

WHEREAS, pursuant to such agreement the City contributes up to $75,000 annually to support this trolley service; and

WHEREAS, the agreement can be renewed by written mutual agreement by the parties; and

WHEREAS, the City and PSTA desire to execute an amendment to renew the agreement for an additional one year period (October 1, 2017 through September 30, 2018); and

WHEREAS, funding in the amount of $75,000 has been appropriated in the FY 18 General Fund, Transportation & Parking Management Department.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a First Amendment to the agreement between the City of St. Petersburg, Florida and the Pinellas Suncoast Transit Authority dated September 20, 2016, to extend the term for a period commencing on October 1, 2017 and terminating on September 30, 2018.

This Resolution shall become effective immediately upon its adoption.

APPROVALS:

Legal:  

Administration:  

Evan Mory, Director,  
Transportation and Parking Management Department
TO: The Honorable Darden Rice, Chair, and Members of City Council.

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 2 to the FTA Pass Through Agreement for FTA Section 5309 Planning Activities between the City of St. Petersburg and Forward Pinellas to fund the Downtown St. Petersburg Intermodal Facility Study that extends the project completion date to September 30, 2018 and modifies the scope of work; authorizing the Mayor or his designee to execute Amendment No. 2 to the Agreement between the City of St. Petersburg and WSP for professional services related to the Study, that extends the project completion date to September 30, 2018 and modifies the scope of work; authorizing the Mayor or his designee to execute all other documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: The City of St. Petersburg (“City”) was previously awarded a Congressional Earmark in the amount of $485,888 for Federal Transit Administration (“FTA”) Section 5309 grant funds (“Grant”) to conduct the Downtown St. Petersburg Intermodal Facility Study (“Study”). The initial purpose of the Study was to determine a new location in downtown St. Petersburg for transit transfer and layover activities, and provide preliminary engineering plans for this facility or facilities, if needed. The City hired the firm Parsons Brinckerhoff, Inc., (“Consultant”) to perform the Study; Parsons Brinckerhoff has since changed their name to WSP. The Consultant identified and evaluated a series of potential sites in the downtown area and developed conceptual plans for a new transit center at the highest ranked sites. After this work was completed, the Pinellas Suncoast Transit Authority (“PSTA”) completed their Community Bus Plan. It was recommended in the Plan that the PSTA invest in higher frequencies on its core network and discontinue diverting supporting local routes to large transfer centers, but instead have these routes interface with the frequent network. In 2015, the City and PSTA modified the scope of services for the Study to determine the feasibility and provide a plan for relocating the downtown transfer and layover operations away from Williams Park to transform downtown into a network with on-street transfers. Following the completion of the Study, the PSTA’s transit grid system went into effect in February 2016. Transfer and layover facilities were removed from Williams Park and transfers between transit routes and bus layovers occurred on downtown streets.

The City continues to work with PSTA to evaluate the transit network in downtown St. Petersburg. PSTA is currently working on the Central Avenue Bus Rapid Transit (“BRT”) Project, with the proposed service connecting downtown St. Petersburg to St. Pete Beach. PSTA is also conducting the Downtown St. Petersburg Circulation Study to identify the best transit circulation options in downtown. To continue to study ways to improve transit service and connections in St. Petersburg, the City, PSTA and Forward Pinellas have identified a use of the remaining funding from the Grant that is consistent with the intent of the FTA program that funded the Study, which focuses on short range transit planning activities. It has been determined that the remaining funds can be used for PSTA to work with the City to study the feasibility of extending PSTA’s Route 100X from its current terminus in northern St. Petersburg to downtown St. Petersburg. This would enable transit riders to travel on an express bus between downtown St. Petersburg and downtown Tampa. Ridership analysis will be conducted to determine the size of a downtown park and ride lot to
complement this service and identify possible parking lot locations that allow minimal detours and maximize connections to current and future transit service, including the BRT service. City staff and PSTA staff have worked with the Consultant to revise the scope and schedule for the Study. The balance remaining for the Grant is $40,578.50. The Consultant has indicated that they can complete the Route 100X Extension Study within this amount of funding and complete the work on or before September 30, 2018. PSTA’s goal is to complete the Route 100X Extension Study in the spring of 2018 so that it can apply for a Service Development Grant from the Florida Department of Transportation for the State Fiscal Year 2019/2020.

Since Forward Pinellas is the designated metropolitan planning organization and recipient for FTA Section 5309 funds in Pinellas County, it is responsible for receiving and allocating the funds to St. Petersburg and administrative work associated with the Grant. This includes invoicing the federal government and maintaining official records of the grant expenditures. An agreement is needed with Forward Pinellas in order for Forward Pinellas to distribute the Section 5309 funds to the City for the project. Forward Pinellas has agreed to extend the Grant funding. It is now necessary for City Council to adopt a resolution extending the expiration date of the City’s agreements with Forward Pinellas and its Consultant to September 30, 2018 and modifying the scope of services in these agreements.

COST/FUNDING/ASSESSMENT INFORMATION: The City of St. Petersburg was previously awarded a $485,888 FTA Section 5309 Congressional Earmark to fund the Study. As previously mentioned, the balance remaining for the Grant is $40,578.50 and the City’s consultant has indicated that they can complete the Route 100X Extension Study within this amount of funding.

RECOMMENDATION: The Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute Amendment No. 2 to the FTA Pass Through Agreement for FTA Section 5309 Planning Activities between the City of St. Petersburg and Forward Pinellas to fund the Downtown St. Petersburg Intermodal Facility Study that extends the project completion date to September 30, 2018 and modifies the scope of work; authorizing the Mayor or his designee to execute Amendment No. 2 to the Agreement between the City of St. Petersburg and WSP for professional services related to the Study, that extends the project completion date to September 30, 2018 and modifies the scope of work; authorizing the Mayor or his designee to execute all other documents necessary to effectuate this resolution; and providing an effective date.

ATTACHMENTS: Resolution

APPROVALS:  

Administration:  

Budget:  

Legal:  

Legal: 00340814.doc v1
WHEREAS, the City of St. Petersburg ("City") was previously awarded a $485,888 Federal Transit Administration ("FTA") Section 5309 Congressional Earmark ("Grant") to fund a Downtown St. Petersburg Intermodal Facility Study ("Study"); and

WHEREAS, the initial purpose of the Study was to determine a new location in downtown St. Petersburg for transit transfer and layover activities and provide preliminary engineering plans for this facility; and

WHEREAS, the Pinellas Suncoast Transit Authority ("PSTA") determined after the completion of the Community Bus Plan that its existing and future passengers would be better served by a grid of high frequency transit routes with on-street transfers and potentially mini-hubs or hubs for multimodal connections; and

WHEREAS, a revised scope of services was developed to study the feasibility of implementing the transit grid system in downtown St. Petersburg; and

WHEREAS, the transit grid system went into effect in February 2016; and

WHEREAS, the City continues to work with PSTA to evaluate transit network improvements that will serve downtown St. Petersburg, including the proposed Central Avenue Bus Rapid Transit Project that will connect downtown to St. Pete Beach as well as an enhanced downtown circulator service; and

WHEREAS, the City, PSTA and Forward Pinellas have identified an appropriate use of the remaining funding from the Grant, which is to study the feasibility of extending PSTA’s Route 100X from its current terminus in northern St. Petersburg to downtown St. Petersburg, which would enable
transit riders to travel on an express bus between downtown St. Petersburg and downtown Tampa; and

WHEREAS, the City’s agreement with Forward Pinellas which allowed Forward Pinellas, as the designated FTA recipient, to pass through to the City the FTA Grant funds is scheduled to expire on September 30, 2017; and

WHEREAS, the City’s agreement with the firm WSP that was hired to provide professional services related to the Study is scheduled to expire on September 30, 2017; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to execute Amendment No. 2 to the FTA Pass Through Agreement for FTA Section 5309 Planning Activities between the City of St. Petersburg and Forward Pinellas to fund the Downtown St. Petersburg Intermodal Facility Study that extends the project completion date to September 30, 2018 and modifies the scope of work; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute Amendment No. 2 to the agreement between the City of St. Petersburg and WSP for professional services related to the Study, that extends the project completion date to September 30, 2018 and modifies the scope of work; and

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

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal:

Administration:

Transportation and Parking Management Department
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 5, 2017

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 14-03-LMA/MMP, as amended ("Task Order") to the architect/engineering agreement dated September 3, 2014, between the City of St. Petersburg, Florida ("City") and Landon, Moree & Associates, Inc. ("A/E") for A/E to provide additional engineering services related to the new transient visitor dock facility at the Municipal Marina in an amount not to exceed $3,000 for a total task order amount not to exceed of $193,000 (Engineering Project No. 16062-119; Oracle Project No. 15358).

EXPLANATION: The Municipal Marina has limited capacity for transient boaters wishing to visit downtown St. Petersburg. There has been an ever growing demand for convenient, flexible and accessible transient dockage in the City’s waterfront.

This project will support and improve waterside access to downtown and will benefit downtown businesses. It is supported by the Chamber of Commerce, the Southwest Florida Marine Industries Association (SWFMIA) and the St. Petersburg Yacht Club.

On June 6, 2013, the City Council approved a Master Agreement with the professional consulting engineering firm of Landon, Moree & Associates, Inc. for permitting, construction document development, bidding and construction support phase services related to Miscellaneous Professional Services for Municipal Marina and Port Projects.

On February 18, 2016, City Council approved Task Order No. 14-03-LMA/MMP in the amount of $168,500 for design and bidding phase services related to constructing a new transient visitor dock facility. Task Order No. 14-03-LMA/MMP pertains to specific surveying, scientific, engineering and permitting services related to the development of final design, including plans and technical specifications and contract documents, for construction of a dedicated 25 slip visitor floating transient dock facility. The proposed transient dock was one of 39 projects selected in January, 2015 to receive funding from the U.S. Fish and Wildlife Service’s Boating Infrastructure Grant (BIG) program. The service awarded more than $14,000,000 in competitive grants to 31 states in an effort to support recreational boating and job creation.

The proposed transient docks will address the demand both in number and size of boats accommodated through a flexible berthing arrangement. It will be in close proximity to landside amenities and be located within the protected confines of the Central Yacht Basin and adjacent to its channel entrance. The proposed docks were conceptually to be comprised of concrete floats with constant freeboard, anchored with guide piles. Proposed dock widths measure 10 feet for the main walks and 4 feet for the fingers. Access will be via an ADA compliant gangway designed to...
accommodate the full range of typical water elevations with a secure gate to mitigate non-boater access to the dock. Dock amenities will include vessel power and water for larger vessels on the long side tie dock, life and safety equipment (ladders, fire extinguishers, etc.), lighting, and refuse and recycling collection. Other vessel amenities located in the Central Yacht Basin include an existing public pump-out dock and fuel dock. Landside access to 2nd Avenue NE will be via a new sidewalk extending from the gangway to the adjacent existing parking lot. Public trollies and other public transportation are available on 2nd Avenue NE providing easy access to public restrooms, downtown stores, restaurants, museums and other venues. Fees for the transient slips will follow prevailing rates for the region with plans for an automated pay station (similar to the parking meters around the City) linked to the access gate included with this project.

On March 2, 2017, City Council approved Amendment No. 1 to Task Order No. 14-03-LMA/MMP in the amount of $21,500 provided for geotechnical and preliminary cost estimating engineering services, for evaluation of either fixed or floating transient visitor docks. Geotechnical services included standard penetration testing and sampling to evaluate the strength and bearing capacity of the existing soils for pile design. However, preliminary construction cost comparison estimates based on an empirical evaluation of the soils data for alternative floating and fixed docks provided limited information in the selection of either. Amendment No. 1 also included a sea grass survey at the project site, if required to respond to FDEP permit application review and requests for additional information.

The current scope of services includes providing the following design and project management elements: Concept dock layout review, environmental permitting application preparations; field data collection (including hydrographic survey to be used in permitting and construction documents; aquatic resources investigations to be used in permitting; collecting tide, current and wave data to be used in design and permitting), flushing analysis (preparing a flushing model to evaluate the tidal flushing in the Marina basins in support of prepared environmental permit applications), development of construction plans and specifications. Additional services are bidding assistance services including attendance of Pre-Bid Conference, responding to prospective bidders' questions/comments, preparation of contract Addenda as required, and reviewing/evaluating bidders' proposals.

Amendment No. 2 to Task Order No. 14-03-LMA/MMP in the amount of $3,000 provides for additional support piling design for both fixed and floating dock scenarios based on the recently acquired project site specific soil boring data plus wind and wave statistical storm event induced load criteria, while either fully occupied or unoccupied. These various design scenarios will be summarized in a matrix with corresponding estimated costs. This effort will assist in the final evaluation of the benefits, initial costs and operating/maintenance expenses for both dock systems and enable the Municipal Marina management team to make an appropriate dock system selection meeting their budget requirements.
Task Order No. 14-03-LMA/MMP includes the following phases and associated not to exceed costs respectively:

Data Collection/Final Design/Services During Construction (Approved) $168,500.00
Geotechnical and Engineering Services for evaluating either fixed or floating docks (Approved) $21,500.00
Maintenance and Operational Analysis (New) $3,000.00

Revised Total A/E fees $193,000.00

Contractor construction costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 14-03-LMA/MMP, as amended ("Task Order") to the architect/engineering agreement dated September 3, 2014, between the City of St. Petersburg, Florida ("City") and Landon, Moree & Associates, Inc. ("A/E") for A/E to provide additional engineering services related to the new transient visitor dock facility at the Municipal Marina in an amount not to exceed $3,000 for a total task order amount not to exceed of $193,000 (Engineering Project No. 16062-119; Oracle Project No. 15358).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Marina Capital Projects Fund (4043) Marina Transient Docks Project (15358).

ATTACHMENTS: Resolution
Task Order 14-03-LMA/MMP

APPROVALS: Administrative: Budget: 

[Signature]
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 14-03-LMA/MMP, AS AMENDED (“TASK ORDER”), TO THE ARCHITECT/ENGINEERING AGREEMENT DATED SEPTEMBER 3, 2014, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND LANDON, MOREE & ASSOCIATES, INC. (“A/E”) FOR A/E TO PROVIDE ADDITIONAL ENGINEERING SERVICES RELATED TO THE NEW TRANSIENT VISITOR DOCK FACILITY AT THE MUNICIPAL MARINA IN AN AMOUNT NOT TO EXCEED $3,000 FOR A TOTAL TASK ORDER AMOUNT NOT TO EXCEED OF $193,000 (ENGINEERING PROJECT NO. 16062-119; ORACLE PROJECT NO. 15358); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Landon, Moree & Associates, Inc. (“A/E”) entered into an architect/engineering agreement on September 3, 2014 for A/E to provide miscellaneous professional services for municipal marina and port projects; and

WHEREAS, on February 18, 2016, City Council approved Task Order No. 14-03-LMA/MMP for A/E to provide professional engineering services for design and bidding phase services related to constructing a new transient visitor dock facility at the Municipal Marina for an amount not to exceed $168,500; and

WHEREAS, on March 2, 2017, City Council approved Amendment No. 1 to Task Order No. 14-03-LMA/MMP for A/E to provide geotechnical and preliminary cost estimating engineering services for evaluation of either a fixed or floating transient visitor dock for an amount not to exceed $21,500; and

WHEREAS, Administration desires to issue Amendment No. 2 to the Task Order, as amended, for A/E to provide additional engineering services related to the new transient visitor dock facility at the Municipal Marina in an amount not to exceed $3,000 for a total Task Order, as amended, not to exceed $193,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 2 to Task Order No. 14-03-LMA/MMP, as amended (“Task Order”) to the architect/engineering agreement dated September 3, 2014, between the City of St. Petersburg, Florida (“City”) and Landon, Moree & Associates, Inc. (“A/E”) for A/E to provide additional engineering services related to the new transient visitor dock facility at the Municipal Marina in an amount not to exceed $3,000 for a total task order amount not to exceed of $193,000 (Engineering Project No. 16062-119; Oracle Project No. 15358) is hereby approved.

This resolution shall become effective immediately upon its adoption.

Approved by:

By: (City Attorney or Designee)
00341828

Approved by:

By: (City Attorney or Designee)
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
Firm: Landon, Moree & Associates, Inc. (LMA)
Amendment No. 2 to Task Order No. 14-03-LMA/MMP in the amount of $3,000
for a total amended Task Order amount of $193,000

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

LMA was selected to provide City Improvement Services based upon their qualifications,
past experience and availability.

LMA has satisfactorily completed previous Task Orders for the City for facility design and
modifications and is familiar with industry standard specifications and City standards.
LMA and their Design team has extensive knowledge in marine facility design, operation
and permitting.

LMA is a registered SBE with the City of St. Petersburg

This is the sixth Task Order issued under the 2014 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## ATTACHMENT A

Transaction Report for
Landon, Moree & Associates, Inc.
Miscellaneous Professional Services for Municipal Marina and Port Projects
A/E Agreement Effective - June 7, 2013
A/E Agreement Expiration - June 6, 2017

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<td>300 2nd A/NE - NE Corner of Fresco Restaurant Structure Inspection Rev. No. 1 - Design, Signed &amp; Sealed Plans and Construction Oversight</td>
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<td>16082-119</td>
<td>Municipal Marina - Transient Docks - Permitting, Design, Bidding and Construction Support Services Amend No. 1 - Add'l Services Amend No. 2 - Add'l Services</td>
<td>03/17/16 03/28/17</td>
<td>168,500.00 20,000.00 PENDING</td>
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Total: 295,474.05
AMENDMENT NO. 2 TO TASK ORDER NO. 14-03-LMA/MMP
TRANSIENT DOCKS AT MUNICIPAL MARINA
DESIGN RELATED CONSULTATION SERVICES
CITY PROJECT NO. 16062-119

This Amendment No. 2 to Task Order No. 14-03-LMA/MMP is made and entered into this ______ day of __________________, 201____, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR MUNICIPAL MARINA AND PORT PROJECTS dated September 3, 2014 ("Agreement") between Landon, Moree & Associates, 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 has been awarded a grant for the construction of a transient dock facility with space for up to 25 boaters. The dock configuration will consist of 14-30 foot long slips and a 200 foot long dock with berthing on both sides.

The Initial Task Order provided for Field Data Collection, Flushing Analysis, Design Drawings (Floating Docks), Environmental Permitting, Cost Analyses, Bidding Services, Construction Support Services and Record Drawings.

Amendment No. 1 provided for Cost Analysis, Borings and Additional Sea Grass Survey if required by FDEP (Fixed Docks vs. Floating Docks).

This Amendment No. 2 allows for Additional Pile Design (Fixed Docks vs. Floating Docks).

II. SCOPE OF SERVICES

Preliminary Pile Design for both fixed dock and floating dock scenarios based on recent borings obtained by Driggers Engineering.

Pile locations, size and lengths to be determined and costs for fixed dock /floating dock scenarios presented in July 31, 2017 updated accordingly.

III. SCHEDULE

To be completed within 3 weeks from notice to proceed

IV. A/E'S RESPONSIBILITIES

The A/E will perform the tasks outlined in Section II. Scope of Services.
V. CITY’S RESPONSIBILITIES

1. Provide historical boring data in marina basin, if available.

VI. DELIVERABLES

1. Preliminary Design showing pile locations for both fixed and floating docks
2. Cost analyses update incorporating new pile calculations above.

VII. A/E’S COMPENSATION

The A/E was authorized a not-to-exceed amount of $168,500 under the original Task Order (approved by Council on 02/18/16).

The A/E was authorized a not-to-exceed amount of $20,000 for Amendment No. 1 to the Task Order (approved by Council on 03/02/17).

A $1,500.00 Allowance (approved by Council on 03/02/17) remains 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 Amendment No. 1 to the Task Order.

For Amendment No. 2, the City shall compensate the A/E a not-to-exceed amount of $3,000 as follows:

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<th>Amount</th>
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<td>Reuben Clarson Consulting, Inc.</td>
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<td>$ 143</td>
<td>5% Subconsultant Markup</td>
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<td>$3,000</td>
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The total Task Order amount including Amendment Nos. 1 and 2 shall not exceed $193,000.

VIII. PROJECT TEAM

Additional Pile Design - Reuben Clarson Consulting, Inc. (per attached proposal).

IX. MISCELLANOUS

In the event of a conflict between this Amendment No. 2 to Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 2 to Task Order 14-03-LMA/MMP 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)

Landon, Moree & Associates, Inc.

By: _____________________________
    (Signature)
    John C. Landon, P.E., President

Date: 8-15-17

WITNESSES:

By: _____________________________
    (Signature)
    (Printed Name)

By: _____________________________
    (Signature)
    (Printed Name)

By: _____________________________
    RANDY AUSTIN
    (Printed Name)
August 15, 2017

LMA
31662 US Hwy 19 No.
Palm Harbor, Fl. 34684

Attn: John Landon, PE
Re: Additional pile design for transient docks at Municipal Marina, St. Petersburg, Fl.
   Amendment #2, City Project #16062-119

Gentlemen:

We propose to design concrete or wood piles based on the present soil borings and the wind
and wave loads for unoccupied and occupied docks for up to 30'-60' long vessels moored
broadside during a Category 1 25 year storm event per Moffitt & Nichols' wave modeling
report to fixed or floating docks for the fee of ...$2,857.00. From the design, the number,
size, depth and the location of pilings can be established for an updated cost for the docks.

If there are any questions please call. Thank you for the opportunity to be of service.

Sincerely,
Reuben Clarson Consulting

Reuben Clarson PE
Florida Licensed Engineer 16313
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. CID-15-04-REP ("Task Order") to the architect/engineering agreement dated December 18, 2015, between the City of St. Petersburg, Florida ("City") and Renker Eich Parks Architects, Inc. ("A/E") to provide additional design and permitting services related to the Municipal Services Center Repair and Improvements Project in an amount not to exceed $24,128 and to remove the task (set forth in the Task Order) related to boiler and cooler tower designs in the amount of $9,770; providing that the total Task Order, as amended, shall not exceed $114,323; (Engineering Project No. 16229-019; Oracle Project No. 14607)

EXPLANATION: The Municipal Services Center ("MSC"), located at One 4th Street North in St. Petersburg, has twenty-five (25) dedicated outside air handling units ("AHU") that are at the end of their expected life. These air handling units provide all the fresh outside air to the occupants and visitors in the MSC as required by code.

On March 27th, 2015, Real Estate and Property Management administratively approved purchase order PO 183096 in the amount of $27,515 to the engineering firm Engineering Matrix, Inc. to provide the professional engineering services for direct replacement of five (5) of the 25 MSC dedicated outside AHU’s. 80% construction drawings were completed when the Real Estate and Property Management, Facilities Division determined the remaining twenty (20) AHU’s also need to be replaced.

On June 27th, 2016, Engineering and Capital Improvements Department ("ECID") administratively approved Task Order CID-15-04-REP in the amount of $99,965 to provide professional architectural/engineering services for the heating, ventilating and air-conditioning (HVAC) design and construction administration of the remaining twenty (20) MSC dedicated outside AHU’s. The scope of services included, but is not limited to, confirmation of existing conditions, advanced design development drawing coordination and support, final/permit construction document submittal, specifications, bidding services and construction administration. Also, this Task Order directed the A/E team to combine the construction drawings from PO 183096 with the design from Task Order CID-15-04-REP to provide the City with one (1) contiguous set of drawings and specifications to be bid to contractors.

To date, 75% construction drawings and specifications have been provided for the replacement of twenty-five (25) 100% outside air handling units. Design was halted by the City Project Manager on October 4th, 2016 to allow the City to select a building automation controls system ("BAS") for the MSC and City Hall because the existing building automation system was obsolete. On February 14th, 2017, a City committee, through an RFP process, selected Honeywell International,
Inc. ("Honeywell") as the BAS controls and service provider to be installed in MSC and City Hall. On April 6th, 2017, City Council approved the award to Honeywell International, Inc. Amendment No. 1 to Task Order No. CID-15-04-REP in the amount of $24,128 provides funding for additional design and construction administration services for the selected Honeywell BAS controls as well as include $5,000 of owner contingency. This amendment also defunds the original scope by $9,770 for the stoppage of cooling tower and boiler design and construction administrative services. The design work for the cooling towers and boilers will be incorporated in the roof replacement project scheduled for fiscal year 2020. The total amount for Amendment No. 1 is $14,358.

Task Order No CID-15-04-REP includes the following phases and associated not to exceed costs respectively:

- Data Collection/Final Design/Services During Construction (Approved) $99,965.00
- Defunded Design and Construction Administration for Cooling Tower & Boiler (New) ($9,770.00)
- Additional Design/Construction Administration Services (New) $24,128.00

Revised Total A/E fees $114,323.00

RECOMMENDATION: Administration recommends the City authorize the Mayor or his designee to execute Amendment No. 1 to Task Order No. CID-15-04-REP ("Task Order") to the architect/engineering agreement dated December 18, 2015, between the City of St. Petersburg, Florida ("City") and Renker Eich Parks Architects, Inc. ("A/E") to provide additional design and permitting services related to the Municipal Services Center Repair and Improvements Project in an amount not to exceed $24,128 and to remove the task (set forth in the Task Order) related to boiler and cooler tower designs in the amount of $9,770; providing that the total Task Order, as amended, shall not exceed $114,323; (Engineering Project No. 16229-019; Oracle Project No. 14607)

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Municipal Office Building Repairs and Improvement Project (14607).

ATTACHMENTS: Resolution Amendment No. 1 to Task Order No. CID-15-04-REP

APPROVALS: Administrative Budget
RESOLUTION NO. 2017-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. CID-15-04-REP ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 18, 2015, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND RENKER EICH PARKS ARCHITECTS, INC. ("A/E") FOR A/E TO PROVIDE ADDITIONAL DESIGN AND PERMITTING SERVICES RELATED TO THE MUNICIPAL SERVICES CENTER REPAIR AND IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $24,128 AND TO REMOVE THE TASK (SET FORTH IN THE TASK ORDER) RELATED TO BOILER AND COOLER TOWER DESIGNS IN THE AMOUNT OF $9,770; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $114,323; (ENGINEERING PROJECT NO. 16229-019; ORACLE PROJECT NO. 14607); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Renker Eich Parks Architects, Inc. ("A/E") entered into an architect/engineering agreement on December 18, 2015 for A/E to provide miscellaneous professional services for City Facility Improvement Projects; and

WHEREAS, on June 27, 2016, Administration approved Task Order CID-15-04-REP ("Task Order") for A/E to provide professional services for the heating, ventilating and air-conditioning (HVAC) design and construction administration of the remaining twenty (20) Municipal Services Center (MSC) dedicated outside air handling units (AHUs) for an amount not to exceed $99,965; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for (i) A/E to provide additional design and permitting services related to the Municipal Services Center Repair and Improvements Project in an amount not to exceed $24,128 and (ii) to remove the task (set forth in the Task Order) related to boiler and cooler tower designs in the amount of $9,770; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute Amendment No. 1 to Task Order No. CID-15-04-REP ("Task Order") to the architect/engineering agreement dated December 18, 2015, between the City of St. Petersburg, Florida ("City") and Renker Eich Parks Architects, Inc. ("A/E") to provide additional design and permitting services related to the
Municipal Services Center Repair and Improvements Project in an amount not to exceed $24,128 and to remove the task (set forth in the Task Order) related to boiler and cooler tower designs in the amount of $9,770 is hereby approved.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $114,323.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00341839

Approved by:

[Signature]
Brijesh Prayman, P.E., SP, ENV
Engineering & Capital Improvements Director
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
Firm: Renker Eich Parks Architects, Inc. (REP)
Amendment No. 1 to Task Order No. CID-15-04-REP in the amount of $14,358
for a total amended Task Order amount of $114,323

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

   REP was selected to provide City Improvement Services based upon their qualifications, past experience and availability.

   REP has satisfactorily completed previous Task Orders for the City for facility design and modifications and is familiar with industry standard specifications and City standards.

   REP is a registered SBE with the City of St. Petersburg

   This is the second of fourth Task Orders issued under the 2014 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## ATTACHMENT A

### Transaction Report for Renker Eich Parks

**Miscellaneous Professional Services for City Facility Improvement Projects**

_A/E Agreement Effective - December 17, 2015_

_A/E Agreement Expiration - November 22, 2019_

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AMENDMENT NO. 1 TO TASK ORDER NO. CID-15-04-REP
MUNICIPAL OFFICE BUILDING REPAIR AND IMPROVEMENTS PROJECT (MSC)
MISCELLANEOUS PROFESSIONAL SERVICES FOR CITY FACILITIES IMPROVEMENT
CITY PROJECT NO. 16229-019

This Amendment No. 1 to Task Order No. CID-15-04-REP is made and entered into this _____
day of _______________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT
FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR CITY FACILITY IMPROVEMENT
PROJECTS dated December 17, 2015 ("Agreement") between Renker Eich Parks Architects,
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 purpose of this Amendment is to remove the design services for the boiler and cooling
tower replacement at the Municipal Services Center located at One 4th Street North, St.
Petersburg, FL, and add design services for the Municipal Office Building HVAC project.

In the original Task Order dated June 27, 2016, the A/E team was requested to provide
professional basic design services for the replacement design of twenty (20) outside air
handling units as Task No. 1. Service are to include: as-built confirmation for the complete
AHU replacement scope, advanced design development drawing coordination & support,
final/permit construction document submittal, specifications, bidding services and
construction administration including up to eight (8) site visits. Also, this Task Order
directed the A/E team under Task No. 1 to combine these construction drawings for the 20
outside AHU with the five (5) outside AHU being designed under Purchase Order No.
182859 to produce one contiguous set that could be bid to contractors.

To date, 75% construction drawings and specifications have been provided for the
replacement of twenty-five (25) 100% outside air handling units. Design was halted by the
City Project Manager on October 4, 2016 to allow the City to select a building automation
controls system for the Municipal Services Center and City Hall. On February 14, 2017, a
City committee, through an RFP process, selected the Honeywell International, Inc.
("Honeywell") as the service provider, as well as the system to be installed in both these
buildings. On April 6, 2017, City Council approved the award to Honeywell International,
Inc.

Now that the City has selected Honeywell as the building automation control system, it is
important to the success of this project that the scope outlined in this Amendment No. 1 is
included as part of the design services for the Project.
II. SCOPE OF SERVICES

Task No. 1 Remove all boiler and cooling tower design from bid package

Stop all boiler and cooling tower replacement design service efforts and remove all design from current bid package. **Defunding $9,770.00 from original authorization ($7,770 from Task 1 and $2,000 from the unused Allowance).**

Task No. 2 Design Services for the Installation, Start-up and Integration of a New Honeywell EBI System

a. For the Municipal Services Center, design services for the new controllers of the 25 outside AHU’s are already included in the original Task Order Scope of Work. ADD services to ensure that any existing points not specific to AHU control, in those 25 outside AHU controllers, are moved to new controllers; including the sequence of operations to ensure consistent operation in the new controller.

b. Adding the following deliverables to the specification:
   i. AHU graphics that are available on each controller
   ii. Identify points to be made to alarm and the limits to be set
   iii. Publish the schedules to be implemented
   iv. Detail the training
   v. Indicate necessary trends
   vi. Other deliverables as recommended to ensure a complete system

c. Work with City to create a panel and point naming standard and include those names on all drawings

d. Add to specification that Honeywell controls pricing will be itemized and reviewed by the City before being awarded to ensure that the City blanket contract pricing was applied to labor and material

e. Add 4 hours of A/E support to calculate simple payback for energy alternatives proposed for the design such as VFD’s, instrumentation to support advanced control strategies, etc.
   i. Simple payback will be the total cost to purchase and install item divided by the annual energy saved. Use electrical rate of $0.09/kWh.
   ii. Deliver the results via email to City.

f. Add Test and Balance services to specification (not to be direct hired by City)

Task No. 3 Additional Design Administration for Task No. 2

a. Perform site visit to confirm current building automation system components related to Task No. 2 efforts.

b. Provide electrical power design to support all new controllers.

c. Additional Design Submittal 90% Review with Owner Comments.
Task No. 4  Additional Construction Phase Administration for Task No. 2

a. Respond to bid phase questions, review shop drawing submittals, and review Contractor provided as-built submittals related to Task No. 2 efforts.
b. Perform STATIC controls commissioning to ensure new AHU controllers are performing per design, and produce report with results.
c. Submit signed and sealed design to City Permitting office and track comments.

III. SCHEDULE

Notice to Proceed/Kick-off Meeting
NTP/KO + 6 weeks  90% CD delivered to City
NTP/KO + 9 weeks  Meeting to receive City comments on 90% CD
NTP/KO + 12 weeks 100% CD delivered to City
NTP/KO + 13 weeks Comments back from the City
NTP/KO + 14 weeks A/E issue final design set
NTP/KO + 26 weeks Permitting/City bid and select contractor
NTP/KO + 32 weeks Council approval
NTP/KO + 36 weeks Issue contractor NTP
NTP/KO + 60 weeks Project execution
NTP/KO + 64 weeks Project close-out

IV. A/E'S RESPONSIBILITIES

- A/E will provide design services for items in Section II Scope of Services
- A/E will attend meetings and provide necessary support to ensure a successful project
- A/E will absorb expense costs per the Master A/E Agreement, Section 6.0
- A/E will provide up to four (4) hardcopy sets per deliverable, plus an electronic PDF set.

V. CITY'S RESPONSIBILITIES

- CITY will provide A/E with assistance in obtaining information on existing control equipment
- CITY will provide access to facilities for project support
- CITY will pay fees for the Permitting process
- CITY will review designs and respond to A/E per the schedule
- CITY will provide existing control points/programming/schedule information to A/E for incorporation into project documents.
- CITY will provide a copy of their standard, Hard Bid contract for preliminary review by the A/E team during the project's design phase
VI. **DELIVERABLES**

- A/E will deliver electronically and four (4) hard copies of the 90% CD design, 100% CD design and the final bid design
- A/E will provide three (3) signed and sealed Permit drawings to the City Building Department. A/E to confirm paper sizes with Permitting office.
- A/E will provide meeting minutes after design review meetings
- A/E will provide a report after each on-site visit during construction
- A/E will copy City on any correspondence with contractor or Permitting office

VII. **A/E'S COMPENSATION**

The A/E was authorized the lump sum amount of $99,965.00 for the original Task Order. Amendment No. 1 reduces this amount by $9,770.00 due to removing all boiler and cooling tower design approved as part of the original scope of services.

For Amendment No. 1, Tasks 2, 3, and 4, the City will compensate the A/E the not-to-exceed amount of $19,128.00.

Amendment No. 1 to Task Order CID-15-04-REP establishes an allowance in the amount of $5,000.00 for additional services not identified in the Scope of Services. This allowance is in addition to the remaining allowance of $1,500.00 for a total allowance of $6,500.00. 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 No. 1 to Task Order.

The total Task Order amount including Amendment No. 1 shall not exceed $114,323.00.

VIII. **PROJECT TEAM**

Renker Eich Parks Architects, Inc. – Architecture Design Services
Engineering Matrix, Inc. – Energy, Mechanical, Electric, Plumbing, Fire Design Services

IX. **MISCELLANEOUS**

In the event of a conflict between this Amendment No. 1 to Task Order CID-15-04-REP and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to 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)

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)

CITY OF ST. PETERSBURG, FLORIDA

By: 

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

DATE: __________________________

WITNESSES:

By: 

Richard Headland, V.P.  
(Printed Name and Title)  
Date: 9.5.2017
# APPENDIX A
## Work Task Breakdown
City of St. Petersburg MSC HVAC
Project No. 16229-019

### I. Manpower Estimate - Amendment No. 1

<table>
<thead>
<tr>
<th>Direct Labor Rates Classifications</th>
<th>Principal</th>
<th>Project Manager</th>
<th>CADD Operator</th>
<th>Draftsperson/ Clerical</th>
<th>Total Hours</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Salary</td>
<td>$67.98</td>
<td>$38.15</td>
<td>$19.47</td>
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<tr>
<td>Multiplier/Overhead 253%</td>
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<td>$58.37</td>
<td>$28.79</td>
<td>$28.33</td>
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<tr>
<td>Profit 15%</td>
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<td>$14.48</td>
<td>$7.39</td>
<td>$7.03</td>
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<tr>
<td>Billing Rates</td>
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<td>$111.00</td>
<td>$57.00</td>
<td>$54.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TASK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Design Services for Installation, Start-up and Integration of a New Honeywell EBI System.</td>
<td>4</td>
<td>10</td>
<td>8</td>
<td>22</td>
<td>$2,358.00</td>
<td></td>
</tr>
<tr>
<td>3 Additional Design Administration</td>
<td>2</td>
<td>4</td>
<td>20</td>
<td>26</td>
<td>$1,920.00</td>
<td></td>
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<tr>
<td>4 Additional Construction Phase Administration</td>
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<td>12</td>
<td>3</td>
<td>24</td>
<td>41</td>
<td>$3,195.00</td>
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<td><strong>Total</strong></td>
<td>8</td>
<td>26</td>
<td>11</td>
<td>44</td>
<td>89</td>
<td>$7,473.00</td>
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</table>

### II. Fee Calculation - Amendment No. 1

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Subconsultant Services</th>
<th>Markup-up on Subconsultant Services</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$2,358.00</td>
<td>$8,620.00</td>
<td>$431.00</td>
<td>$11,409.00</td>
</tr>
<tr>
<td>3</td>
<td>$1,920.00</td>
<td>$1,640.00</td>
<td>$82.00</td>
<td>$3,643.00</td>
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<tr>
<td>4</td>
<td>$3,195.00</td>
<td>$840.00</td>
<td>$42.00</td>
<td>$4,077.00</td>
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<tr>
<td><strong>Total</strong></td>
<td>$7,473.00</td>
<td>$11,100.00</td>
<td>$555.00</td>
<td>$19,128.00</td>
</tr>
</tbody>
</table>

### III. Fee Limit - Amendment No. 1

| Total Cost | $19,128.00 |
| Allowance | $5,000.00 |
| **Total Fee** | $24,128.00 |

### IV. Fee Calculation - Task Order including Amendment No. 1

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Subconsultant Services</th>
<th>Markup-up on Subconsultant Services</th>
<th>Allowance</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$24,070.00</td>
<td>$68,948.00</td>
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<td>$99,965.00</td>
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<td>2</td>
<td>$2,358.00</td>
<td>$8,620.00</td>
<td>$431.00</td>
<td>$5,000.00</td>
<td>$16,409.00</td>
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<tr>
<td>3</td>
<td>$1,920.00</td>
<td>$1,640.00</td>
<td>$82.00</td>
<td>Included in #2</td>
<td>$3,642.00</td>
</tr>
<tr>
<td>4</td>
<td>$3,195.00</td>
<td>$840.00</td>
<td>$42.00</td>
<td>Included in #2</td>
<td>$4,077.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$31,543.00</td>
<td>$72,648.00</td>
<td>$3,632.00</td>
<td>$6,500.00</td>
<td>$114,333.00</td>
</tr>
</tbody>
</table>

### IV. 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.
A RESOLUTION APPROVING POLLING PLACES FOR THE VOTING PRECINCTS THAT HAVE BEEN PROVIDED BY THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS FOR THE NOVEMBER 7, 2017 MUNICIPAL GENERAL ELECTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pinellas County Supervisor of Elections has established a list of polling places for the municipal general election to be held on November 7, 2017, and provided that list to the City; and

WHEREAS, in accordance with St. Petersburg City Code section 10-41, City Council is required, at least 30 days prior to any election, by resolution, to designate polling places for the voting precincts that are identical to the polling places established by the Supervisor of Elections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby designates the polling places for the voting precincts that have been provided by the Supervisor of Elections for the November 7, 2017 municipal primary election and attached to this resolution.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

Administration: _________________________

Legal: _________________________________
# POLLING PLACE LIST

## County Referendum and Municipal General Elections
November 7, 2017

### CITY OF ST. PETERSBURG
92 Precincts
58 Polling Locations (34 Single, 24 Combined)
(# indicates no registered voters in precinct)

<table>
<thead>
<tr>
<th>PCT.#</th>
<th>POLLING PLACE</th>
<th>ADDRESS</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>101/107/202</td>
<td>Pinellas Community Church <em>(Combined)</em></td>
<td>5501 31 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>West side of 31 St. S. - south of 54 Ave. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>102</td>
<td>Westminster Suncoast <em>(Single)</em></td>
<td>1095 Pinellas Point Dr. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Entrance off of Pinellas Point Dr. S. between 16 St. S. &amp; 9 St. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>103/104</td>
<td>Lakewood United Methodist Church <em>(Combined)</em></td>
<td>5995 ML King Jr. St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>From ML King Jr. St. S. - west on 60 Ave. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>105/109/112</td>
<td>Lake Vista Recreation Center <em>(Combined)</em></td>
<td>1401 62 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northeast side of 62 Ave. S. &amp; 16 St. S. - south of Lakewood High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>106</td>
<td>Bay Vista Center <em>(Single)</em></td>
<td>7000 4 St. S.</td>
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<tr>
<td></td>
<td>South side of Pinellas Point Dr. S. at 4 St. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>108</td>
<td>Coquina Key Neighborhood Association <em>(Single)</em></td>
<td>3850 Pompano Dr. SE</td>
<td>SP</td>
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<tr>
<td></td>
<td>East side of Pompano Dr. SE - south of 38 Ave. SE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>110/111/203/204</td>
<td>Bethel Metropolitan Baptist Church <em>(Combined)</em></td>
<td>3455 26 Ave. S.</td>
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<tr>
<td></td>
<td>North side of 26 Ave. S. - west of 34 St. S.</td>
<td></td>
<td></td>
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<tr>
<td>113</td>
<td>Christ Gospel Church <em>(Single)</em></td>
<td>2512 22 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>South side of 22 Ave. S. - west of Sanderlin Elementary School</td>
<td></td>
<td></td>
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<tr>
<td>114</td>
<td>New Hope Baptist Church <em>(Single)</em></td>
<td>2120 19 St. S.</td>
<td>SP</td>
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<tr>
<td></td>
<td>East side of 19 St. S. - north of 22 Ave. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>115</td>
<td>Lakeview Presbyterian Church <em>(Single)</em></td>
<td>1310 22 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southwest corner of 22 Ave. S. &amp; 13 St. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>116/118</td>
<td>St. Petersburg Religious Society of Friends <em>(Combined)</em></td>
<td>130 19 Ave. SE</td>
<td>SP</td>
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<tr>
<td></td>
<td>South side of 19 Ave. SE between 1 St. SE &amp; Bay St. SE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>117/119</td>
<td>Mt. Zion AME Church <em>(Combined)</em></td>
<td>1045 16 St. S.</td>
<td>SP</td>
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<tr>
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<td>Northwest corner of 16 St. S. &amp; 12 Ave. S.</td>
<td></td>
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<tr>
<td>120</td>
<td>Thomas &quot;Jet&quot; Jackson Recreation Center <em>(Single)</em></td>
<td>1000 28 St. S.</td>
<td>SP</td>
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<tr>
<td></td>
<td>East side of 28 St. S. &amp; 10 Ave. S.</td>
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<td></td>
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<tr>
<td>121/126</td>
<td>Dwight H. Jones Neighborhood Center <em>(Combined)</em></td>
<td>1035 Burlington Ave. N.</td>
<td>SP</td>
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<td>North side of Burlington Ave. N. - between 10 St. N. &amp; 12 Ln. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>122/123/129/130/135</td>
<td>Coliseum <em>(Combined)</em></td>
<td>535 4 Ave. N.</td>
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<tr>
<td></td>
<td>North side of 4 Ave. N. - across from Shuffleboard Courts</td>
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<tr>
<td>125</td>
<td>Peterborough Apartments <em>(Single)</em></td>
<td>440 4 Ave. N.</td>
<td>SP</td>
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<tr>
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<td>Southeast corner of 4 Ave. N. &amp; 5 St. N. - across from Sunshine Center</td>
<td></td>
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<tr>
<td>127/128/228/233</td>
<td>St. Petersburg Main Library <em>(Combined)</em></td>
<td>3745 9 Ave. N.</td>
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<td></td>
<td>Northwest corner of 9 Ave. N. and 37 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCT.#</td>
<td>POLLING PLACE</td>
<td>ADDRESS</td>
<td>CITY</td>
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<td>---------------</td>
<td>---------</td>
<td>------</td>
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<tr>
<td>131</td>
<td>30th Avenue Baptist Church (Single)</td>
<td>3241 30 Ave. N.</td>
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<td>North side of 30 Ave. N. - enter from 33 St. N.</td>
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<td></td>
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<tr>
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<td>Faith Assembly (Single)</td>
<td>3900 28 St. N.</td>
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<tr>
<td>133</td>
<td>St. Bede's Episcopal Church (Single)</td>
<td>2500 16 St. N.</td>
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<td>Southwest corner of 16 St. N. &amp; 26 Ave. N.</td>
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<tr>
<td>134/142</td>
<td>Sunken Gardens (Combined)</td>
<td>1825 4 St. N.</td>
<td>SP</td>
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<td>East side of 4 St. N. - south of 20 Ave. N.</td>
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<tr>
<td>135</td>
<td>American Baptist Church of the Beatitudes (Single)</td>
<td>2812 8 St. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>West side of 8 St. N. - between 28 Ave. N. &amp; 29 Ave. N., park in rear of church</td>
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<tr>
<td>136</td>
<td>Northside Lodge (Single)</td>
<td>3325 1 St. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>SE corner of 34 Ave. and 1 St. NE - adjacent to Masonic Home of Florida</td>
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<tr>
<td>137</td>
<td>St. Petersburg Women's Club (Single)</td>
<td>40 Snell Isle Blvd. NE</td>
<td>SP</td>
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<tr>
<td></td>
<td>From Snell Isle Blvd. turn on Coffee Pot Riviera NE</td>
<td></td>
<td></td>
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<tr>
<td>138/140</td>
<td>Roberts Recreation Center (Combined)</td>
<td>1246 50 Ave. N.</td>
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<td>Southwest corner of 50 Ave. N. &amp; 12 St. N.</td>
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<tr>
<td>141</td>
<td>Woodlawn Presbyterian Church (Single)</td>
<td>2612 12 St. N.</td>
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<tr>
<td></td>
<td>Northwest corner of 12 St. N. &amp; 26 Ave. N.</td>
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<td></td>
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<tr>
<td>142</td>
<td>Lutheran Church of the Cross (Single)</td>
<td>4545 Chancellor St. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Corner of Chancellor St. NE &amp; Overlook Dr. NE</td>
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<tr>
<td>143</td>
<td>Northeast Presbyterian Church (Single)</td>
<td>4400 Shore Acres Blvd. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>West side of Shore Acres Blvd. NE - between 40 Ave. NE &amp; 46 Ave. NE - north of Shore Acres Recreation Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>144/146</td>
<td>Faith Covenant Church (Combined)</td>
<td>150 62 Ave. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southeast corner of 62 Ave. NE &amp; 1 St. NE</td>
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<td></td>
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<tr>
<td>147</td>
<td>Riviera United Methodist Church (Single)</td>
<td>175 62 Ave. N.</td>
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<tr>
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<td>Northwest corner of 62 Ave. N. &amp; 1 St. N.</td>
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<tr>
<td>150</td>
<td>Town Apartments North (Combined)</td>
<td>1900 61 Ave. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>South of 62 Ave. N. - in Recreation Hall</td>
<td></td>
<td></td>
</tr>
<tr>
<td>151</td>
<td>North Branch Library (Single)</td>
<td>861 70 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>East side of ML King Jr. St. N. - next to Fire Station</td>
<td></td>
<td></td>
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<tr>
<td>152</td>
<td>Willis S. Johns Recreation Center (Single)</td>
<td>6635 ML King Jr. St. N.</td>
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<td>East side of ML King Jr. St. N. - south of Fire Station</td>
<td></td>
<td></td>
</tr>
<tr>
<td>153</td>
<td>Americana Cove (Single)</td>
<td>7201 1 St. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>East side of 1 St. NE &amp; 72 Ave. NE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>154</td>
<td>First Church of Christ, Scientist (Single)</td>
<td>6333 1 St. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>East side of 1 St. NE - approx. one block north of 62 Ave. N.</td>
<td></td>
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<tr>
<td>155</td>
<td>Epiphany of Our Lord Ukrainian Catholic Church (Single)</td>
<td>434 90 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>South side of 90 Ave. N. - west of 4 St. N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>156/157/161</td>
<td>First Baptist Church of St. Petersburg (Combined)</td>
<td>1900 Gandy Blvd.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>From Gandy Blvd. - take Frontage Rd. S. - go southwest to church</td>
<td></td>
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</tr>
<tr>
<td>162</td>
<td>Pinwood Co-op, Inc. (Single)</td>
<td>10441 Gandy Blvd.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>North side of Gandy Blvd. - across from Derby Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>165</td>
<td>Feather Sound Community Church (Combined)</td>
<td>13880 Feather Sound Dr.</td>
<td>CW</td>
</tr>
<tr>
<td></td>
<td>North of Ulmerton Rd. on Feather Sound Dr. - veer left at fork</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCT.#</td>
<td>POLLING PLACE</td>
<td>ADDRESS</td>
<td>CITY</td>
</tr>
<tr>
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</tr>
</tbody>
</table>
| 200/401 | Island Chapel (Combined)  
East of Pinellas Bayway S. at 13 St. SE | 1271 Pinellas Bayway S. | TV |
| 201 | Addington Place at College Harbor (Single)  
From 54 Ave. S. take Marina Bay entrance - make an immediate right on Harbor Way N. - on left | 4600 54 Ave. S. | SP |
| 205 | Prayer Tower Church of God in Christ (Single)  
Southwest corner of 37 St. S. & 11 Ave. S. | 1137 37 St. S. | SP |
| 211/215/216/222 | Pasadena Community Church (Combined)  
70 St. S. between 2 Ave. S. & Villa Grande Ave. S. - in Life Enrichment Center | 227 70 St. S. | SP |
| 213/217 | Unity of St. Petersburg (Combined)  
Southeast corner of 62 St. N. & 1 Ave. N. | 6168 1 Ave. N. | SP |
| 219/221 | LAO Conference of Churches (Combined)  
West side of 49 St. N. - north of 9 Ave. N. - parking on 12 Ave. N. | 1150 49 St. N. | SP |
| 220/223/225 | St. Luke's United Methodist Church (Combined)  
South side of 5 Ave. N. - east of 49 St. N. | 4444 5 Ave. N. | SP |
| 224 | Childs Park Recreation & Fitness Center (Single)  
Northwest corner of 43 St. S. & 13 Ave. S. | 4301 13 Ave. S. | SP |
| 226 | Galilee Missionary Baptist Church (Single)  
Southwest corner of 35 St. S. & 5 Ave. S. | 505 35 St. S. | SP |
| 227 | Fifth Avenue Church of Christ (Single)  
Southeast corner of 5 Ave. S. & 43 Ave. S. | 4200 5 Ave. S. | SP |
| 229 | St. Vincent's Episcopal Church (Single)  
Northwest corner of 9 Ave. N. & 54 St. N. | 5441 9 Ave. N. | SP |
| 230/240 | St. Stefanos Greek Orthodox Church (Combined)  
West side of 76 St. N. - south of 38 Ave. N. | 3600 76 St. N. | SP |
| 231 | Cornerstone Community Church (Single)  
North side of 38 Ave. N. - between 66 St. N. & 71 St. N. | 6745 38 Ave. N. | SP |
| 232/275 | Palm Lake Christian Church (Combined)  
North side of 22 Ave. N. - east of 58 St. N. | 5401 22 Ave. N. | SP |
| 234/239 | St. Petersburg Community Church (Combined)  
Northwest corner of 30 Ave. N. & 45 St. N. | 4501 30 Ave. N. | SP |
| 235 | Azalea Baptist Church (Single)  
Northwest corner of Country Club Rd. N. & 79 St. N. - west of Azalea Middle School | 7900 22 Ave. N. | SP |
| 236 | Portuguese American Suncoast Association, Inc. (Combined)  
South side of 46 Ave. N. between 78 St. N. & 78 Ln. N. | 7808 46 Ave. N. | SP |
| 237 | Clearview Oaks (Single)  
Southeast corner of 40 Ave. N. & 58 St. N. | 5700 40 Ave. N. | SP |
| 241 | Walter P. Fuller Recreation Center (Single)  
North side of 26 Ave. N. between 75 St. N. & 80 St. N. | 7891 26 Ave. N. | SP |
A RESOLUTION APPROVING THE POLL WORKERS SELECTED TO SERVE AS ELECTION OFFICERS FOR THE NOVEMBER 7, 2017 MUNICIPAL GENERAL ELECTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 10-10 of the St. Petersburg City Code requires the City Council to select all election officers for municipal elections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the individuals on the list of poll workers on file in the office of the City Clerk are hereby selected to serve as election officers for the November 7, 2017 municipal primary election.

This resolution shall become effective immediately upon its adoption.

APPROVED:

[Signature]

Legal

[Signature]

Administrative
# POLLING PLACE CHANGE LIST

## November 7, 2017

County Referendum and Municipal General Elections

<table>
<thead>
<tr>
<th>PRECINCT #</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>112</td>
<td>St. Petersburg City Theatre 4025 31 St. S. St. Petersburg</td>
<td>Lake Vista Recreation Center 1401 62 Ave. S. St. Petersburg</td>
</tr>
<tr>
<td>116</td>
<td>Frank Pierce Recreation Center 2000 7 St. S. St. Petersburg</td>
<td>St. Petersburg Religious Society of Friends 130 19 Ave. SE St. Petersburg</td>
</tr>
<tr>
<td>127</td>
<td>Florida Print Solutions, Inc. 432 31 St. N. St. Petersburg</td>
<td>St. Petersburg Main Library 3745 9 Ave. N. St. Petersburg</td>
</tr>
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<td>Florida Print Solutions, Inc. 432 31 St. N. St. Petersburg</td>
<td>St. Petersburg Main Library 3745 9 Ave. N. St. Petersburg</td>
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<tr>
<td>200</td>
<td>Pass-A-Grille Beach Community Church 107 16 Ave. St. Pete Beach</td>
<td>Island Chapel 1271 Pinellas Bayway S. Tierra Verde</td>
</tr>
<tr>
<td>201</td>
<td>The Allegro at College Harbor 4600 54 Ave. S. St. Petersburg</td>
<td>Addington Place at College Harbor 4600 54 Ave. S. St. Petersburg</td>
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<tr>
<td>219</td>
<td>Trinity United Church of Christ 1150 49 St. N. St. Petersburg</td>
<td>LAO Conference of Churches 1150 49 St. N. St. Petersburg</td>
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<tr>
<td>228</td>
<td>St. Luke’s United Methodist Church 4444 S Ave. N. St. Petersburg</td>
<td>St. Petersburg Main Library 3745 9 Ave. N. St. Petersburg</td>
</tr>
<tr>
<td>233</td>
<td>Community Bible Baptist Church 3800 17 Ave. N. St. Petersburg</td>
<td>St. Petersburg Main Library 3745 9 Ave. N. St. Petersburg</td>
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