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](http://www.stpete.org) and generally electronically updated the Friday preceding the meeting and again the day preceding the meeting.** **The updated agenda and backup material can be viewed at all St. Petersburg libraries.** An updated copy is also available on the podium outside Council Chamber at the start of the Council meeting.

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

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

E. Reports

1. St. Petersburg Police Department Quarterly Report

2. Approving an Agreement between the City of St. Petersburg, Florida and Et Cultura, LLC to provide City funding for a Festival of Creative Culture to be held annually from 2017 through 2019.

3. Sewer Report

(a) Renewing a blanket purchase agreement with All American Concrete, Inc. for SAN (Sanitary) Sewer Repair & Replacement for the Water Resources Department and Engineering Department in the amount of $3,510,000 for FY2018, for a total contract amount of $12,967,000.

(b) Approving the renewing of a blanket purchase agreement with BLD Services, LLC, for Sanitary (SAN) Sewer Lateral Lining FY 2018 for the Water Resources Department, at an estimated annual cost of $913,500, for a total contract amount of $1,363,500.

(c) Authorizing the Mayor or his Designee to execute Amendment 2 to the City’s State Revolving Fund Loan Agreement executed February 3, 2016 (WW520630), increasing the loan amount by $4,049,316 plus capitalized interest in the amount of $18,800 for a total loan amount of $54,262,565, plus the loan service fee of 2%; authorizing the
Mayor or his Designee to sign and certify all documents necessary to execute the amendment, subject to the approval of the City Attorney and Director of Finance; authorizing the Mayor to delegate responsibility to city staff for activities associated with the loan agreement.

(d) Approving Amendment No. 3 to the Construction Manager at Risk Agreement, with the Haskell Company (Construction Manager) dated December 10, 2014th, accepting an addendum to the Guaranteed Maximum Price (GMP) proposal for additional design and construction services in the amount of $4,616,684.28 for a total GMP amount not to exceed 69,484,951.28; authorizing the mayor or his designee to execute Amendment No. 3 and all documents necessary to effectuate this Transaction; authorizing a supplemental appropriation in the amount of $4,049,316 from the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from the second amendment to the State Revolving Fund Loan (WW520630), to the WRF SW Digester Biosolids FY16 Project (15290).

F. New Business

1. Requesting City Council to support SB 196, HB 219, SB 456 and any other legislation which would make it more difficult for criminals to access guns instead of easier. (Councilmember Nurse)

2. Requesting a referral to the ENRS Committee for consideration of an ordinance change to encourage the use of soil moisture sensors and other water conserving tactics in new construction and new landscaping. (Councilmember Nurse)

G. Council Committee and Intergovernmental Reports

1. Homeless Leadership Board - (Councilmember Foster)

2. Public Arts Commission - (Councilmember Kornell) [DELETED]

3. Tampa Bay Regional Planning Council - (Councilmember Kornell) [DELETED]

4. Budget, Finance & Taxation Committee (10/12/17)

H. Legal

1. Announcement of an Attorney-Client Session, pursuant to Florida Stature 286.011(8), to be held on Thursday, November 2, 2017 at 10:30 a.m. or soon thereafter, in conjunction with the lawsuit styled Suncoast Waterkeeper, Our Children’s Earth Foundation, and Ecological Rights Foundation, Case No: 8:16-cv-3319-JDW-AEP.

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

Public Hearings

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

1. Confirming the preliminary assessment for Lot Clearing Number(s): LCA 1582.
2. Confirming the preliminary assessment for Building Securing Number(s) SEC 1228.

3. Confirming the preliminary assessment for Building Demolition Number(s) DMO 454.

4. Ordinance 1101-V 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)

5. Ordinance 1102-V 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)

J. Open Forum

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

2. A resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the proposed 11-story, 211-unit multifamily development with 7,707 square feet of commercial space, located at 114 16th Street North, consistent with the Intown West Redevelopment Plan. (City File IWRP 17-2a)

3. Adjournment of Community Redevelopment Agency and Reconvening of City Council.
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. A resolution approving a supplemental appropriation in the amount of $1,725,000 from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573), to provide storm debris removal and disposal services that are being provided by Crowder-Gulf Joint Venture, Inc. because of Hurricane Irma; and providing an effective date.

2. Approving the renewal of a blanket purchase agreement with Zimmer Equipment, Inc. for yard waste transportation services for the Sanitation Department, at an estimated annual cost of $250,000, for a total contract amount of $1,305,683.

3. Accepting the bid from Brock Logistics LLC for concrete repair and waterproofing of the Sundial Parking Garage, in the amount of $670,159.00 (Engineering & CID Project No. 16102-112; Oracle Nos. 13778, 14170 and 15644); and providing an effective date.

4. Accepting a proposal from PSX Inc, of Tampa (“PSX”) to provide garage revenue and access and control systems for Sundial, South Core and Municipal Services parking facilities in an amount not to exceed $640,000.

5. A resolution approving a supplemental appropriation in the amount of $621,810 from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573), to provide funding for post-disaster debris monitoring consulting services that are being provided by Tetra Tech, Inc. because of Hurricane Irma; and providing an effective date.

6. A resolution approving the first amendment to the architect/engineering agreement between the City of St. Petersburg, Florida, and Renker, Eich, Parks Architects, Inc. (“REPA”) dated January 24, 2017 (“A/E”) to expand the scope of services to include detailed design and construction administration for an amount not to exceed $489,843.36; providing that the total contract amount shall not exceed $557,578.86; authorizing the Mayor or his designee to execute the first amendment; and providing an effective date.
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

(Procurement)

1. Approving the renewal of blanket purchase agreements with BWI Companies, Inc., Diamond R Fertilizer Co., Inc., Helena Chemical Company, Howard Fertilizer & Chemical Company Inc., and Winfield Solutions, LLC for herbicides, pesticides and related products, for the Parks and Recreation, Golf Courses, and Stormwater, Pavement and Traffic Departments, at a combined estimated annual cost of $150,000, for a total contract amount of $497,000.

2. Accepting a bid from Rowland, Inc. in the amount of $362,211.15 for the 34th Avenue Northeast, Poplar Street Storm Drainage Improvements, (Engineering Project No. 16017-110, Oracle Project No. 15076 & 15632).

3. Accepting a bid from Corus Group, LLC for Pure FlashArray Data Storage Appliance for the Technology Services Department (DoTS) and Water Resources Data Center at a total cost of $183,072.

(City Development)

4. A resolution correcting the legal description contained in the previously approved Resolution No. 2017-266, that authorizes the Mayor, or his designee, to sell the property located adjacent to 307 Brightwaters Boulevard N.E., St. Petersburg, Property Identification No. 08-31-17-83322-000-1810, to Kevin R. Semcken.

5. Authorizing the Mayor, or his designee, to execute a License Agreement with The Civil Air Patrol, a Congressionally chartered non-profit federal corporation and the civilian Auxiliary of the United States Air Force, for use of a portion of property located at approximately 579 Eighth Avenue S.E., St. Petersburg, within Albert Whitted Airport for a period of three (3) years at an aggregate rent of $36.00. Requires affirmative vote of at least six (6) members of City Council.

6. Authorizing the Mayor, or his designee, to execute a License Agreement with The Deuces Live, Inc., a Florida non-profit corporation, for use of two (2) unimproved City-owned parcels located within the 22nd Street South Business District at approximately 844 & 850 – 22nd Street South, St. Petersburg, Florida, for the staging of vendors while hosting various community events, at a nominal use fee of $36.00

(Public Works)
7. **Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-01-KCA/ST to the agreement between the City of St. Petersburg and Kisinger Campo & Associates, INC. (“A/E”), dated July 14, 2016, for a/e to provide construction phase services for the Sundial Parking Garage Structural and Waterproofing Project in an amount not to exceed $79,116.27; (Engineering Project No. 16102-112; Oracle Nos. 13778, 14170, 15644).**

8. **Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement (“Agreement”) between the City of St. Petersburg and the Southwest Florida Water Management District (SWFWMD) in the amount of $150,000 for the construction of Low Impact Development (LID) elements for stormwater treatment on the Pier Approach Project, (Engineering & CID Project No. 09227-119, Oracle No. 15377) and other necessary documents; approving a supplemental appropriation of $75,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from these additional revenues, to the Pier Approach Project (15377).**

(Miscellaneous)

9. **Approving the minutes of the August 2, August 10, and August 24, 2017 City Council meetings.**

10. **Approving funding for various arts and cultural agencies in an amount not to exceed $300,000 for the period October 1, 2017 through September 30, 2018; authorizing the Mayor or his designee to execute all documents necessary to effect the intent of this resolution with each agency.**

11. **Approving the 2017 Pinellas County Hazardous Materials Response Team Agreement between the City of St. Petersburg and the Pinellas County Board of County Commissioners (“County”) for fiscal years 2017/2018, 2018/2019, 2019/2020, 2020/2021 and 2021/2022; authorizing the Mayor or his designee to execute the 2017 Pinellas County Hazardous Materials Response Team Agreement.**

12. **Authorizing the Mayor or his Designee to execute Amendment 1 to the Interlocal Agreement for Laboratory Services dated July 24, 2015 between the Florida Department of Health, Pinellas County Health Department and the City of St. Petersburg.**

13. **Authorizing the Mayor or his designee to consent to the assignment of the workforce housing bonus density intensity agreement imposing covenants and restrictions relating to that certain property known as Tortuga Pointe Apartments located at 10475 Gandy Boulevard North from ZarCalRes Brighton, LLC, a Delaware limited liability company to Tortuga Pointe LLC, a Delaware limited liability company; authorizing the Mayor or his designee to execute all documents necessary to effectuate this consent.**

14. **Confirming the reappointment of Jenny Armstrong, and Brian Wilder as regular members to the Civil Service Board to serve a three-year term ending June 30, 2020.**
Note: An abbreviated listing of upcoming City Council meetings.

**Budget, Finance & Taxation Committee**  
*Thursday, October 12, 2017, 8:00 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*

**Committee of the Whole: Booker Creek Park; WWF-Multi-Year Tree Planting Program; Foundation for Healthy St. Pete**  
*Thursday, October 19, 2017, 8:00 a.m., Room 100*

**Energy, Natural Resources & Sustainability Committee**  
*Thursday, October 19, 2017, 10:30 a.m., Room 100*

**Legislative Affairs & Intergovernmental Relations**  
*Thursday, October 19, 2017, 1:30 p.m., Room 100*

**Budget, Finance & Taxation Committee**  
*Thursday, October 26, 2017, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, October 26, 2017, 9:15 a.m., Room 100*

**Housing Services Committee**  
*Thursday, October 26, 2017, 10:30 a.m., Room 100*

**CRA / Agenda Review**  
*Thursday, October 26, 2017, 1:30 p.m., Room 100*

**Co-Sponsored Events Committee**  
*Thursday, October 26, 2017, 2:30 p.m., Room 100*
Youth Services Committee
Thursday, October 26, 2017, 3:30 p.m., Room 100
Civil Service Board
1 Alternate Member
(Term expires 6/30/17)

City Beautiful Commission
4 Regular Members
(Terms expire 12/31/16 and 12/31/18)

Affordable Housing Advisory Committee
9 Regular Members
(Term expires 11/2/20)
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.
MEMORANDUM
CITY OF ST. PETERSBURG

City Council Meeting of October 19, 2017
Report Item

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

From: Joe Zeoli, Managing Director, City Development Administration

Subject: Approving an Agreement between the City of St. Petersburg, Florida and Et Cultura, LLC to provide City funding for a Festival of Creative Culture to be held annually from 2017 through 2019; authorizing the Mayor or his designee to execute the Agreement; and providing an effective date.

Explanation: City Administration and Et Cultura have developed a multi-year funding agreement to assist Et Cultura in producing and conducting a festival of creative culture ("Festival") within the City of St. Petersburg. The Agreement requires Et Cultura to conduct a Festival annually throughout the Term (2017-2019).

For 2017, the Festival will be conducted in various locations throughout St. Petersburg. The Festival is a multi-day event consisting of interactive educational sessions, music, films, art and other cultural activities. The City will provide $25,000 of funding to offset event costs each year of the agreement. Et Cultura is responsible for 100% of City Service charges.

For years 2018 and 2019, the dates and locations for the Festival will be mutually agreed to by the City and Et Cultura. The City or Et Cultura have the right to terminate the Agreement for convenience upon 30 days prior written notice.

Attach: Proposed Resolution
Funding Agreement
RESOLUTION NO. 2017-____

A RESOLUTION APPROVING A THREE YEAR AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND ET CULTURA, LLC, THAT PROVIDES FOR CITY SUPPORT OF ET CULTURA: A FESTIVAL OF CREATIVE CULTURE TO BE HELD IN 2017, 2018, AND 2019; 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 DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) desires to provide events that are of interest to our residents and visitors and promote economic activity within the community; and

WHEREAS, Et Cultura, LLC. (“Et Cultura”) desires to hold a festival of creative culture (“Festival”) on November 15-19, 2017, and in subsequent years on dates mutually agreed upon by the City and Et Cultura; and

WHEREAS, the City has agreed to provide Et Cultura funding in the amount of $25,000 per year for three years that will be used to defray a portion of the expenses incurred by Et Cultura in organizing, promoting, and marketing the Festival; and

WHEREAS, the funding in the amount of $25,000 for the Festival to be conducted in 2017 has been appropriated in the General Fund (0001), City Development Administration (100).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a three year agreement between the City and Et Cultura that provides for City support of Et Cultura: A Festival of Creative Culture to be held in 2017, 2018, and 2019 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 documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon adoption.

Approved as to Form and Content:

City Attorney (designee)  
City Development Administration

V4 October 19 City Council Meeting  
343070 Final
AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the ___ day of October, 2017 ("Execution Date"), by and between Et Cultura LLC ("Et Cultura"), and the City of St. Petersburg, Florida ("City"), (collectively, "Parties").

WHEREAS, the City desires to have events that are of interest to the City’s residents and visitors and that contribute to the economic development of the community and the enjoyment of its citizens; and

WHEREAS, Et Cultura desires to organize, promote, and market Et Cultura: A Festival of Creative Culture ("Festival"), an annual event that creates an environment for learning through music, film, art and interactive sessions and promotes St. Petersburg as a place of opportunity and innovation; and

WHEREAS, the City and Et Cultura have agreed that Et Cultura will organize, promote, and market the Festival pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the foregoing recitals (all of which are adopted as an integral part of this Agreement), the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Duties of Et Cultura.

   A. Et Cultura shall organize, promote and market the Festival each year during the Term, commencing in the year 2017. The Festival shall be a multi-day event consisting of interactive educational sessions, music, films, art and other activities produced by entities or persons (other than Et Cultura), which events and activities shall be organized, promoted and marketed by Et Cultura under an umbrella known as Et Cultura: A Festival of Creative Culture. The dates of the Festival to be conducted in the year 2017 shall be November 15, 2017 through November 19, 2017. The dates of the Festival to be conducted in the years 2018 and 2019 shall be mutually agreed upon by the Parties.

   B. Et Cultura also agrees to perform the services and provide the deliverables set forth in Appendix A, which services and deliverables relate to organizing, promoting and marketing the Festival. Appendix A is attached hereto and made a part hereof.

2. Term. This Agreement shall commence on the Execution Date and expire at midnight on December 31, 2019 ("Term"), unless earlier terminated as provided for herein.

3. Funding by the City.

   A. The City agrees to provide Et Cultura funding in the amount of twenty-five thousand dollars ($25,000) for the Festival to be conducted in 2017 for expenses
set forth in the 2017 Festival Pro Forma, which is attached hereto and made a part hereof as Appendix B. The City shall pay Et Cultura on or before October 30, 2017.

B. Subject to Paragraph 23 and provided that Et Cultura provides the City with a 2018 Festival Pro Forma at least sixty (60) days prior to the Festival to be conducted in the year 2018, the City agrees to provide Et Cultura funding for the Festival to be conducted in 2018 in the amount of twenty-five thousand dollars ($25,000). Upon the City’s approval of the 2018 Festival Pro Forma, Exhibit B will be deemed amended accordingly. The City shall pay Et Cultura within thirty (30) days after approval of the 2018 Festival Pro Forma.

C. Subject to Paragraph 23 and provided that Et Cultura provides the City with a 2019 Festival Pro Forma at least sixty (60) days prior to the Festival to be conducted in the year 2019, the City agrees to provide Et Cultura funding for the Festival to be conducted in 2019 in the amount of twenty-five thousand dollars ($25,000). Upon the City’s approval of the 2019 Festival Pro Forma, Exhibit B (as previously amended) will be deemed further amended accordingly. The City shall pay Et Cultura within thirty (30) days after approval of the 2019 Festival Pro Forma.

D. Under no circumstances shall the City be liable for any costs or expenses incurred by Et Cultura in any way related to or connected with annual Festival conducted during the Term of this Agreement, unless specifically provided for in this Agreement. Without limiting the generality of the foregoing, all obligations of Et Cultura pursuant to this Agreement shall be performed by Et Cultura at its sole cost and expense unless this Agreement specifically provides otherwise.

4. **Report to City.** No later than sixty (60) days after the annual Festival occurs, Et Cultura shall submit to the City a report that (i) provides a complete accounting of the actual revenues and expenses of the Festival and (ii) includes copies of receipts or other documentation substantiating those revenues and expenses (collectively, the “Event Settlement Report”).

5. **Repayment of City Funds.** To the extent that Et Cultura fails to (i) organize, promote, and market the Festival in accordance with this Agreement; (ii) submit the Event Settlement Report in a timely fashion; or (iii) perform any other service or provide any other deliverable in accordance with this Agreement, the City may demand that Et Cultura repay the funding provided to Et Cultura by the City pursuant to this Agreement, and Et Cultura shall repay the demanded funds no later than thirty (30) days after receiving such a demand from the City.

6. **Use of City Facilities Managed by Others.** Et Cultura acknowledges that third party managers (collectively “Third Party Managers”, individually, a “Third Party Manager”) manage, operate and maintain various City facilities including Al Lang Stadium, the Duke Energy Center for the Arts (including Mahaffey Theater and the adjacent plaza) and Tropicana Field (collectively, “Privately Managed Facilities”, individually a “Privately Managed Facility”). Et Cultura shall be responsible for obtaining approval from the Third Party Manager for any use of a Privately Managed Facility required for the Festival, and
shall not commence any on-site activities at a Privately Managed Facility until the City has received confirmation from the Third Party Manager that it has approved the utilization of such facility for the Festival.

7. **Ownership of Trademarks.** The City shall retain ownership in and to its trademarks, copyrights, trade names, logos and other intellectual property (“Trademarks”) and Et Cultura shall retain ownership in and to its Trademarks. Except as provided in this Agreement, neither party shall use or modify the other party’s Trademarks without the prior written approval of the other party.

8. **Marketing and Promotion.**

   A. The City shall use its normal marketing efforts to promote the Festival. These efforts may include (among others) electronic media alerts, e-mail distributions and on-line web content. In addition to the services and deliverables set forth in Appendix A, Et Cultura shall produce and execute a plan to maximize the Festival’s promotional potential to the media, including bloggers and non-traditional media, both domestic and international, with a concerted effort to reach travel media.

   B. Et Cultura shall incorporate the name “St. Pete” into the name of the event (i.e., the “St. Pete Festival”) and shall identify the City in all promotional advertising of the Festival, including but not limited to all event program pages/ads, event signage, TV and radio public service announcements, and available promotional spots.

   C. Et Cultura shall provide the City, at no cost, a minimum of (i) ten (10) VIP tickets to the Festival, and (ii) ten (10) General Admission tickets to the Festival.

9. **Indemnification.**

   A. Et Cultura shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

   1) The performance of this Agreement (including any amendments thereto) by Et Cultura, its employees, agents, representatives or subcontractors; or

   2) The failure of Et Cultura, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or
3) Any negligent act or omission of Et Cultura, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Et Cultura, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

4) Any reckless or intentional wrongful act or omission of Et Cultura, its employees, agents, representatives, or subcontractors; or

5) Et Cultura’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Et Cultura pursuant to this Agreement or otherwise obtained by Et Cultura, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10. Insurance.

A. Et Cultura shall carry the following minimum types and amounts of insurance at its own expense:

1) Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) fire legal liability in the minimum amount of One Hundred Thousand Dollars ($100,000); and (iii) contractual liability under this Agreement.

2) Automobile liability insurance of $1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

3) Workers’ Compensation insurance as required by Florida law and Employers’ Liability insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

B. All of Et Cultura’s insurance policies, except Workers’ Compensation, shall name the Indemnified Parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
D. Et Cultura shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Et Cultura shall provide copies of current policies with all applicable endorsements.

E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best’s Insurance Guide or similar rating service approved by the City.

F. Et Cultura hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier or Et Cultura.

11. Notices. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
P. O. Box 2842
St. Petersburg, FL 33731
Attn: City Development Administration
Phone: 727-892-5065

Et Cultura:

Et Cultura LLC
360 Central Avenue – Suite 800
St. Petersburg, FL 33701
Attn: Joel Malizia
Phone: 727 644-8186

12. Severability. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

13. Due Authority. Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity
authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

14. **Assignment.** Et Cultura shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.

15. **Termination.**
   
   A. Either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice to the other party.
   
   B. Either party may terminate this Agreement upon written notice to the defaulting party in the event either party defaults on any of the terms or conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the notifying party specifying the default.

16. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

17. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

19. **Compliance with Laws.** Et Cultura shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida Public Records Laws (e.g. Chapter 119, Florida Statute).

20. **Third Party Beneficiary.** No persons other than Et Cultura and the City and their successors and assigns shall have any rights whatsoever under this Agreement.

21. **No Liens.** Et Cultura shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Et Cultura, or to anyone using City property through or under Et Cultura. Nothing
contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

22. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Et Cultura and its professional advisors. The City, Et Cultura, and Et Cultura’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Et Cultura or against the City or Et Cultura merely because of their efforts in preparing it.

23. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

24. **City Consent and Action.**

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by the City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by the City Council pursuant to the City Charter or applicable Laws.

25. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

26. **Books and Records.** Et Cultura shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Et Cultura and shall be open to examination or audit by the City during the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

27. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to
those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

28. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by Et Cultura shall not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.

29. **Permits and Licenses.** Et Cultura shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Et Cultura’ performance of this Agreement. Upon request of the City, Et Cultura shall provide the City with written evidence of such permits, licenses, certifications and approvals.

30. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

31. **Subcontract.** Et Cultura shall promptly pay all subcontractors and suppliers. Any subcontracting shall be subject to all the terms and conditions and other provisions of this Agreement. Notwithstanding any such subcontracting, Et Cultura shall remain obligated and responsible to the City for the performance of and compliance with all terms and conditions and other provisions of this Agreement.

32. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

33. **Nondiscrimination.** Et Cultura, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

34. **No Responsibility or Liability.** The City shall not be responsible for or incur any liability for any claims or demands arising out of or in connection with this Agreement or the Festival.

A. Et Cultura shall (i) keep and maintain public records (as defined in Florida’s Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk’s Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records law or other applicable Laws; (iii) ensure that public records in Et Cultura’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Et Cultura’s possession within ten (10) days following the City’s request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Et Cultura transfers all public records to the City upon the expiration or earlier termination of this Agreement, Et Cultura shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Et Cultura keeps and maintains public records upon the expiration or earlier termination of this Agreement, Et Cultura shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City’s request, all public records stored electronically by Et Cultura shall be provided to the City in a format approved by the City.

B. IF ET CULTURA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ET CULTURA’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Et Cultura’s obligations including but not limited to Et Cultura’s obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.
IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

ET CULTURA LLC

By: ____________________________

Print: __________________________

Title: __________________________

By: ____________________________

Print: __________________________

Title: __________________________

WITNESSES

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________

Print: __________________________

Title: __________________________

Attest: __________________________

(SEAL)

City Clerk

Approved as to Content and Form:

City Attorney (Designee)

343069 Final
Appendix A

2017 Festival
Schedule of Services and Deliverables

In addition to the other obligations set forth in the Agreement, Et Cultura shall:

1. Organize in its entirety the Festival event to occur on November 15-19, 2017

2. Obtain permission from Third Party Managers for use of Privately Managed Facilities, if required.

3. Create a layout of the event areas identifying all the activities and vendor locations and provide a copy of that layout to the City in advance of the event.

4. Obtain and control all vendors, talent, and activities that are part of the event.

5. Coordinate with all appropriate City departments in the development and implementation of the event, including, but not limited to: Police, Fire, Parks & Recreation, Sanitation, Community Development, Transportation & Parking, and Marketing.

6. Promote and market the event using local media, neighborhood associations, and civic groups to ensure awareness of the event.

7. Diligently account for all revenues and expenses related to the Festival, and submit the Event Settlement Report to the City in accordance with the terms of the Agreement.
## Appendix B

### 2017 Festival Pro Forma Financial Statement

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Festival Revenue</td>
<td>$ 616,550</td>
</tr>
<tr>
<td>Festival Costs</td>
<td>576,210</td>
</tr>
<tr>
<td>Gross Profit</td>
<td>$ 40,340</td>
</tr>
<tr>
<td>General &amp; Administrative Costs</td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Benefits</td>
<td>$ 76,811</td>
</tr>
<tr>
<td>Advertising &amp; Marketing</td>
<td>39,970</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>34,059</td>
</tr>
<tr>
<td></td>
<td>$ 150,840</td>
</tr>
<tr>
<td>Net Loss</td>
<td>$(110,500)</td>
</tr>
</tbody>
</table>

(Pro Forma information provided by Et Cultura)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Renewing a blanket purchase agreement with All American Concrete, Inc. for SAN (Sanitary) Sewer Repair & Replacement for the Water Resources Department and Engineering Department in the amount of $3,510,000 for FY2018, for a total contract amount of $12,967,000.

Explanation: On December 19, 2013, City Council approved a two-year blanket purchase agreement for the SAN Sewer Repair & Replacement through December 31, 2015. The agreement has three, one-year renewal options. On July 23, 2015, City Council approved an allocation increase in the amount of $690,000. On December 3, 2015, and October 20, 2016, respectively, City Council approved, the first and second renewal options. This is the final renewal.

The work consists of ongoing repair and replacement of the City’s gravity and pressurized wastewater collection system and associated restoration work. This agreement is part of the Water Resources Department’s strategy for the renewal/rehabilitation of the wastewater collection system, utilizing open-cut and trenchless methods, under annual contracts to supplement the department’s maintenance staff.

The Procurement Department, in cooperation with the Water Resources and Engineering departments, recommends for renewal:

<table>
<thead>
<tr>
<th>All American Concrete, Inc.</th>
<th>$3,510,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original contract sum</td>
<td>$3,300,000</td>
</tr>
<tr>
<td>Allocation increase</td>
<td>$690,000</td>
</tr>
<tr>
<td>1st renewal</td>
<td>$2,167,000</td>
</tr>
<tr>
<td>2nd renewal</td>
<td>$3,300,000</td>
</tr>
<tr>
<td>3rd renewal</td>
<td>$3,510,000</td>
</tr>
<tr>
<td>New Contract Sum</td>
<td>$12,967,000</td>
</tr>
</tbody>
</table>

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN Annual Pipe Repair/Replacement Project (16356).

Attachments: Map (4 pages), Resolution

Approvals:

Administrative [Signature]  | Budget [Signature]
A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH ALL AMERICAN CONCRETE, INC. FOR THE SANITARY SEWER REPAIR AND REPLACEMENT PROJECT FOR THE WATER RESOURCES DEPARTMENT TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE IN AN AMOUNT NOT TO EXCEED $3,510,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $12,967,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 19, 2013, City Council approved the award of a two-year agreement in the amount of $3,300,000, with three one-year renewal options to All American Concrete, Inc. for the Sanitary Sewer Repair & Replacement Project, pursuant to Bid No. 7483A, dated October 16, 2013; and

WHEREAS, on July 23, 2015, City Council approved an increase to the allocation for this agreement in the amount of $690,000 (for a total contract amount of $3,990,000); and

WHEREAS, on December 3, 2015, City Council approved the first year renewal option for an increase in the amount of $2,167,000 (for a total contract amount of $6,157,000); and

WHEREAS, on October 20, 2016, City Council approved the second year renewal option for an increase in the amount of $3,300,000 (for a total contract amount of $9,457,000); and

WHEREAS, the City desires to exercise the third year renewal option for an increase in the amount of $3,510,000 (for a total contract amount of $12,967,000); 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 an amendment to the agreement with all American Concrete, Inc. for sanitary sewer repair and replacement for the Water Resources Department to extend the term and increase the contract price in an amount not to exceed $3,510,000.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $12,967,000.

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:

[Signature]
City Attorney (Designee)
00343617
To: The Honorable, Darden Rice, and Members of City Council

Subject: Approving the renewing of a blanket purchase agreement with BLD Services, LLC, for Sanitary (SAN) Sewer Lateral Lining FY 2018 for the Water Resources Department, at an estimated annual cost of $913,500, for a total contract amount of $1,363,500.

Explanation: On January 5, 2017, City Council approved an agreement for Sanitary (SAN) Sewer Lateral Lining FY 2017 through September 30, 2017. The agreement has a one-year renewal option. This is the final renewal.

This work supports the Collection System Lining & Repair component of the Kriseman Infrastructure Plan for fiscal year 2017 (FY18). The vendor provides rehabilitation and repair of sanitary sewer, reclaimed water, and storm sewer systems for trenchless pipe rehabilitation, manhole rehabilitation, and traditional excavation, repair and restoration. The Water Resources Department’s strategy for the renewal/rehabilitation of the wastewater collection system utilizes open-cut and trenchless methods to supplement the work performed by the Water Resources Department’s maintenance staff.

The Procurement Department, in cooperation with the Water Resources Department, recommends renewal utilizing City of Largo’s Bid No. 16-B-534:

<table>
<thead>
<tr>
<th>BLD Services, LLC</th>
<th>$913,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement amount</td>
<td>$450,000</td>
</tr>
<tr>
<td>1st renewal</td>
<td>913,500</td>
</tr>
<tr>
<td>Total contract amount</td>
<td>1,363,500</td>
</tr>
</tbody>
</table>

BLD Services, LLC has agreed to hold pricing firm under the terms and conditions of City of Largo Bid No. 16-B-534, dated September 11, 2015. Administration recommends renewal of the agreement based upon the vendor’s past satisfactory performance, demonstrated ability to comply with the terms and conditions of the contract and no requested increase in rates. The renewal will be effective through September 30, 2018.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) SAN Citywide Lateral Line FY18 Project (16361).

Attachments: Map
Resolution

Approvals:

[Signatures]

Administrative
Budget
Project Location Map
Sanitary Lateral Lining - FY18
Project No. 18018-111
A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH BLD SERVICES, LLC FOR THE SANITARY (SAN) SEWER LATERAL LINING FY18 PROJECT FOR THE WATER RESOURCES DEPARTMENT TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE IN AN AMOUNT NOT TO EXCEED $913,500; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $1,363,500; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 5, 2017, City Council approved an agreement with BLD Services, LLC for the Sanitary (SAN) Sewer Lateral Lining FY18 Project for the Water Resources Department at an estimated annual cost of $913,500 utilizing the City of Largo’s Bid No. 16-B-534, dated September 11, 2015; and

WHEREAS, the agreement had a one (1) year renewal option; and

WHEREAS, Administration desires to amend the Agreement to extend the term and provide funding in the amount of $913,500 for the renewal term (for a total contract price not to exceed $1,363,500); and

WHEREAS, BLD Services, LLC has agreed to hold prices firm under the terms and conditions of the City of Largo’s Bid No. 16-B-534; 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 BLD Services, LLC for Sanitary (SAN) Sewer Lateral Lining FY18 for the Water Resources Department to extend the term and increase the contract price in an amount not to exceed $913,500 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $1,363,500.

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)
00343582
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: Authorizing the Mayor or his Designee to execute Amendment 2 to the City's State Revolving Fund Loan Agreement executed February 3, 2016 (WW520630), increasing the loan amount by $4,049,316 plus capitalized interest in the amount of $18,800 for a total loan amount of $54,262,565, plus the loan service fee of 2%; authorizing the Mayor or his Designee to sign and certify all documents necessary to execute the amendment, subject to the approval of the City Attorney and Director of Finance; authorizing the Mayor to delegate responsibility to city staff for activities associated with the loan agreement; and providing an effective date.

EXPLANATION: On June 19, 2014, City Council authorized the Mayor or his Designee to apply for assistance from the State of Florida, State Revolving Fund (SRF) loan program for water reclamation facility improvements and to execute the requested loan agreement documents for an amount not to exceed $50 million as provided for by the SRF. The original agreement with FDEP was for $40 million, the maximum allowed in a specific fiscal year (FY16). Amendment 1 to the Loan Agreement (WW520630) was executed on February 9, 2017 amending certain provisions of the Loan Agreement and increasing the loan amount by $9,884,249 plus capitalized interest of $306,200 for a total loan amount of $50,190,449.

The reason for the increase in loan funding is due to the redesign of the primary clarifier splitter box to increase peak capacity as required by Consent Order (OGC No. 16-1280) item 6.a. The primary clarifier splitter box was originally designed to handle 70 MGD of peak hourly flow and the redesign includes increasing the size of the concrete structure by approximately 33% (110 MGD capacity).

Amendment 2 to the Loan Agreement WW520630 includes revisions to the Original Agreement as amended by Amendment 1, including the following:

- The Funding Amount was changed from $49,884,249 to $53,933,565.
- The Principal Amount of the Loan was revised to $54,262,565 consisting of $53,933,565 for disbursement to the City and $329,000 of Capitalized Interest.
- The financing rate for the remaining funds of $4,049,316 was established at 0.53% per annum.
- The first Semiannual Loan Payment was revised to the amount of $1,437,360 to be due beginning January 15, 2020.

A final amendment will be prepared at the project's construction completion finalizing the loan amount and 2% loan service fee based on final construction costs. A repayment schedule will be established at that time with the first repayment due by January 15, 2020.
Administration recommends approval of Amendment 2 to the City's State Revolving Fund Loan Agreement executed February 3, 2016 (WW520630), increasing the loan amount by $4,049,316 plus capitalized interest in the amount of $18,800 for a total loan amount of $53,933,565, plus a loan service fee of 2%.

COST/FUNDING/ASSESSMENT INFORMATION: Amendment 2 to the City's State Revolving Fund Loan Agreement is included in the debt service schedules of the Water Resources Utility Rate Analysis.

ATTACHMENTS: State Revolving Fund Amendment 2 to Loan Agreement WW520630

APPROVALS:

[Signatures]

[Administrative]

[Finance]

[Budget]
RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT 2 TO THE STATE REVOLVING FUND LOAN AGREEMENT EXECUTED FEBRUARY 3, 2016 (WW520630), INCREASING THE LOAN AMOUNT BY $4,049,316 PLUS CAPITALIZED INTEREST IN THE AMOUNT OF $18,800 FOR A TOTAL LOAN AMOUNT OF $54,262,565, PLUS THE LOAN SERVICE FEE OF 2%; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SIGN AND CERTIFY ALL DOCUMENTS NECESSARY TO EXECUTE THE AMENDMENT, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY AND DIRECTOR OF FINANCE; AUTHORIZING THE MAYOR TO DELEGATE RESPONSIBILITY TO CITY STAFF FOR ACTIVITIES ASSOCIATED WITH THE LOAN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 19, 2014, City Council authorized the Mayor or his Designee to apply for assistance from the State of Florida, State Revolving Fund (SRF) loan program for water reclamation facility improvements and to execute the requested loan agreement documents for an amount not to exceed $50 million as provided for by the SRF, and

WHEREAS, an Agreement with the Florida Department of Environmental Protection (FDEP) was executed on February 3, 2016 for $40 million, the maximum allowed in a specific fiscal year (FY16), and

WHEREAS, Amendment 1 to the Loan Agreement (WW520630) was executed on February 9, 2017 amending certain provisions of the Loan Agreement and increasing the loan amount by $9,884,249 plus capitalized interest of $306,200 for a total loan amount of $50,190,449; and

WHEREAS, Amendment 2 to the Loan Agreement WW520630 includes revisions to the original Loan Agreement as amended by Amendment 1, including the following:

- The Funding Amount was changed from $49,884,249 to $53,933,565.
- The Principal Amount of the Loan was revised to $54,262,565 consisting of $53,933,565 for disbursement to the City and $329,000 of Capitalized Interest.
- The financing rate for the remaining funds of $4,049,316 was established at 0.53% per annum.
• The first Semiannual Loan Payment was revised to the amount of $1,437,360 to be due beginning January 15, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Amendment 2 to the City’s State Revolving Fund Loan Agreement executed on February 3, 2016 (WW520630), increasing the loan amount by $4,049,316 plus capitalized interest in the amount of $18,800 for a total loan amount of $54,262,565, plus the loan service fee of 2%.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to sign and certify all documents necessary to execute Amendment 2 to the State Revolving Fund Loan Agreement subject to the approval of the City Attorney and Director of Finance, consistent with the terms of this resolution and to assure compliance with the SRF requirements and the Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

This Resolution shall take effect immediately upon adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)
This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ST. PETERSBURG, FLORIDA, (the “Local Government”) existing as a local governmental agency under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as a “Party”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW520630, as amended, authorizing a Loan amount of $49,884,249, excluding Capitalized Interest; and

The Local Government is entitled to additional financing of $4,049,316, excluding Capitalized Interest; and

A Financing Rate must be established for the additional financing amount awarded in this amendment; and

A Loan Service Fee must be estimated for the additional financing; and

The Semiannual Loan Payment amount needs revision to reflect an adjustment in the Loan amount; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement;

The Parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

   (1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

<table>
<thead>
<tr>
<th>State Program Number</th>
<th>Funding Source</th>
<th>CSFA Number</th>
<th>CSFA Title or Fund Source Description</th>
<th>Funding Amount</th>
<th>State Appropriation Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement</td>
<td>Wastewater Treatment and Stormwater Management TF</td>
<td>37.077</td>
<td>Wastewater Treatment Facility Construction</td>
<td>$53,933,565</td>
<td>140131</td>
</tr>
</tbody>
</table>
2. Additional financing in the amount of $4,049,316, excluding Capitalized Interest, is hereby awarded to the Local Government.

3. A Financing Rate of 0.53 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0.265 percent per annum and the Grant Allocation Assessment rate is 0.265 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before October 1, 2017, the Financing Rate may be adjusted.

4. The estimated principal amount of the Loan is hereby revised to $54,262,565, which consists of $53,933,565 authorized for disbursement to the Local Government and $329,000 of Capitalized Interest. This total consists of the following:

   (a) Original Agreement of $40,310,200, including $40,000,000 authorized for disbursement to the Local Government and $310,200 of Capitalized Interest, at a Financing Rate of 0.45 percent per annum (the interest rate is 0.225 percent per annum and the Grant Allocation Assessment rate is 0.225 percent per annum); and

   (b) Amendment 1 of $9,884,249, authorized for disbursement to the Local Government and $0 of Capitalized Interest, at a Financing Rate of 0 percent per annum.

   (c) Amendment 2 of $4,068,116 including $4,049,316 authorized for disbursement to the Local Government and $18,800 of Capitalized Interest, at a Financing Rate of 0.53 percent per annum (the interest rate is 0.265 percent per annum and the Grant Allocation Assessment rate is 0.265 percent per annum).

5. An additional Loan Service Fee in the amount of $80,986, for a total of $1,078,671, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of $53,933,565.

6. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of $1,437,360. Such payments shall be paid to, and must be received by, the Department beginning on January 15, 2020 and semiannually thereafter on July 15 and January 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

   The Semiannual Loan Payment amount is based on the total amount owed of $55,341,236, which consists of the Loan principal plus the estimated Loan Service Fee.

7. The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall
establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Government's Project audit or a Department audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>COST($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Demolition</td>
<td>53,933,565</td>
</tr>
<tr>
<td>Capitalized Interest</td>
<td>329,000</td>
</tr>
<tr>
<td><strong>TOTAL (Loan Principal Amount)</strong></td>
<td><strong>54,262,565</strong></td>
</tr>
</tbody>
</table>

8. Subsection 10.07(5) of the Agreement is deleted and replaced as follows:

   (5) The first Semiannual Loan Payment in the amount of $1,437,360 shall be due January 15, 2020.

9. All other terms and provisions of the Loan Agreement shall remain in effect.

   REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
This Amendment 2 to Loan Agreement WW520630 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF ST. PETERSBURG

______________________________
Mayor or Designee

Attest: 

______________________________
City Clerk

SEAL

______________________________
City Attorney

Finance Director

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

______________________________
Secretary or Designee

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

SUBJECT: A resolution approving Amendment No. 3 to the Construction Manager at Risk Agreement, with the Haskell Company ("Construction Manager") dated December 10, 2014th, accepting an addendum to the Guaranteed Maximum Price ("GMP") proposal for additional design and construction services in the amount of $4,616,684.28 for a total GMP amount not to exceed 69,484,951.28; authorizing the mayor or his designee to execute Amendment No. 3 and all documents necessary to effectuate this Transaction; authorizing a supplemental appropriation in the amount of $4,049,316 from the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from the second amendment to the State Revolving Fund Loan (WW520630), to the WRF SW Digester Biosolids FY16 Project (15290); and providing an effective date.

EXPLANATION:

On December 10, 2014, the City and the Construction Manager entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price for Pre-construction and Construction Services for the Biosolids to Energy Project ("Contract"). On September 24, 2015, the City and the Construction Manager entered into a First Amendment to the Contract to include additional preconstruction phase services and compensation for the Generator and Electrical Improvements associated with the Biosolids to Energy Project currently being designed by Black and Veatch and for services associated with State Revolving Fund funding assistance. On February 4, 2016, the City and the Construction Manager entered into a Second Amendment to the Contract to include a Guaranteed Maximum Price ("GMP") of $64,868,267 and other modifications to the Contract.

The City and Construction Manager desire to execute a Third Amendment to the Contract approving an addendum to the GMP proposal dated February 3, 2016 for additional design and construction services in the amount of $4,616,684.28 for a total GMP amount not to exceed 69,484,951.28.

In August 2015 and September 2016, the City of St. Petersburg experienced increased peak flow during severe storm events which resulted in unpermitted discharges of wastewater and effluent. The City reevaluated future peak flow capacity needs at the SWWRF, of which modifications are required to elements of the Biosolids Project to ensure peak treatment capacity can be achieved.

This Third Amendment addresses changes in the original scope in the following three areas:

Redesign and Accelerated Construction of Primary Clarifier Splitter Box:
The primary clarifier splitter box was originally designed to handle 70MGD of peak hourly flow and included as part of the Biosolids to Energy Project. On May 10, 2017, the FDEP issued permit no. FLA128848, which provided for facility expansion based on the "SWWRF Capacity Upgrades Project Interim Capacity Improvements PDR". The permit identified the construction of the splitter box and other improvements. The splitter box redesign includes increasing the size of the concrete structure by approximately 33% (110 MGD capacity), inclusion of additional internal flow channels, larger diameter process piping entering and exiting the splitter box, additional process pipes entering and exiting the splitter box, additional flow channel sluice gates, additional amount of specialty coatings for the larger concrete...
structure, structure covers, and additional labor costs attributed to accelerating the construction of the modified flow splitter box to be functional by August 15, 2017.

48" Ductile Iron Pipe ("DIP") Mixed Liquor ("ML") main pipe extension, modifications to the LS #2 forcemain, and rehabilitation of the existing generator from the AWWRF

As part of the Interim Capacity Improvements modifications to the secondary splitter box on the south end of the aeration basin which would hinder the future construction of the 48" ML line, the City requested Haskell to have this pipe extension installed now rather than when the future clarifier #4 is built – avoiding excessive exorbitant construction costs.

The capacity expansion included revisions to the LS #2 forcemain. Two inline 12" valves and a 12" tee were added to the forcemain to allow the plant operators to channel flow directly to the new splitter box during the peak flow periods.

In accordance to the contract documents, the barrel section of the generator relocated from the AWWRF to the SWWRF was to be rewound. Since the barrel was in an advanced state of degradation, the City requested a new barrel section, avoiding future maintenance problems.

Procurement and installation of the biogas upgrade system (BUS)

Guild Associates is the specified provider for the biogas purification system. This specialty equipment supplier submitted their bid package to the prime contractor over four years ago based on technology at that time. Since then, Guild have incorporated vast technological advances in their digester gas collection, treatment, and contaminant removal processes. These improvements have been included in the SWWRF biogas purification system. The advances in technology is consistent with federal, state and local mandates resulting in the cost increase. The payment and performance bond for this equipment is included in this change.

Original Construction Phase Services Contract Amount (approved) $64,868,267.00

Additional Construction Phase Services Contract Amount (proposed) $4,616,684.28

Amended Total Contract Amount $69,484,951.28

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 3 to the Construction Manager at Risk Agreement ("CMAR") with the Haskell Company dated December 10, 2014 and authorizing a supplemental appropriation in the amount of $4,049,316 from the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from the second amendment to the State Revolving Fund Loan (WW520630), to the WRF SW Digester Biosolids FY16 Project (15290). Additional design and construction services in a net increase in the amount of $4,616,684.28 for a total Agreement amount not to exceed 69,484,951.28.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available following a supplemental appropriation in the amount of $4,049,316 from the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from the second amendment to the State Revolving Fund Loan (WW520630), to the WRF SW Digester Biosolids FY16 Project (15290). Funds have also been previously appropriated in the Water Resources Capital Projects Fund (4003), to the WRF SW Digester Biosolids FY16 Project (15290) in the amount of $567,368.28.
RESOLUTION NO. 2017-_______

A RESOLUTION ACCEPTING ADDENDUM NO. 1 TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED FEBRUARY 3, 2016 IN AN AMOUNT NOT TO EXCEED FOUR MILLION SIX HUNDRED SIXTEEN THOUSAND SIX HUNDRED EIGHTY FOUR DOLLARS AND TWENTY EIGHT CENTS ($4,616,684.28), FOR A TOTAL GMP AMOUNT NOT TO EXCEED SIXTY NINE MILLION FOUR HUNDRED AND EIGHTY FOUR THOUSAND NINE HUNDRED FIFTY ONE DOLLARS AND TWENTY EIGHT CENTS ($69,484,951.28); APPROVING THE THIRD AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE HASKELL COMPANY DATED DECEMBER 10, 2014, AS AMENDED; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE THIRD AMENDMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF FOUR MILLION FORTY NINE THOUSAND THREE HUNDRED AND SIXTEEN DOLLARS ($4,049,316) FROM THE WATER RESOURCES CAPITAL PROJECT FUND (4003), RESULTING FROM THE SECOND AMENDMENT TO THE STATE REVOLVING FUND LOAN (WW520630), TO THE WRF SW DIGESTER BIOSOLIDS FY16 (15290); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 10, 2014, the City and the Haskell Company ("Construction Manager") entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price for Pre-construction and Construction Services for the Biosolids to Energy Project ("Contract"); and

WHEREAS, on September 24, 2015, the City and the Construction Manager entered into a First Amendment to the Contract to include additional preconstruction phase services and compensation for the Generator and Electrical Improvements associated with the Biosolids to
WHEREAS, the City and Construction Manager desire to execute a Third Amendment to the Contract to increase the GMP by an additional $4,616,684.28 for additional services and modifications related to the splitter box, pipe extensions and biogas purification system for a total GMP not to exceed $69,484,951.28.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Addendum No. 1 to the Guaranteed Maximum Price ("GMP") proposal dated February 3, 2016, in an amount not to exceed four million six hundred sixteen thousand six hundred eighty four dollars and twenty eight cents ($4,616,684.28) for a total GMP not to exceed $69,484,951.28 is hereby accepted.

BE IT FURTHER RESOLVED that the Third Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida and The Haskell Company dated December 10, 2014, as amended is hereby approved.

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

BE IT FURTHER RESOLVED that a supplemental appropriation in the amount of $4,049,316 from the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from the second amendment to the State Revolving Fund Loan (WW520630), is hereby approved as follows:

Water Resources Capital Project Fund (4003)  
WRF SW Digester Biosolids FY16 (15290)  
$4,049,316

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signatures]

City Attorney (designee)  Budget

Administration for 05

00344290
THIRD AMENDMENT TO THE CONSTRUCTION MANAGER
AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE
DATED DECEMBER 10, 2014

THIS THIRD AMENDMENT ("Third Amendment") is made and entered into on this _____ day of July, 2017 by and between the City of St. Petersburg, Florida ("City" or "Owner") and The Haskell Company ("Construction Manager").

WHEREAS, on December 10, 2014, the City entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price for Pre-construction and Construction Services for the Biosolids to Energy Project ("Contract") with the Construction Manager; and

WHEREAS, on September 24, 2015, the City and the Construction Manager entered into a First Amendment to the Contract to include additional preconstruction phase services and compensation for the Generator and Electrical Improvements associated with the Biosolids to Energy Project currently being designed by Black and Veatch and for services associated with State Revolving Fund funding assistance; and

WHEREAS, on February 4, 2016, the City and the Construction Manager entered into a Second Amendment to the Contract to include a Guaranteed Maximum Price ("GMP") of $64,868,267 and other modifications to the Contract; and

WHEREAS, the City and Construction Manager desire to execute a Third Amendment to the Contract to increase the GMP in the amount of $64,868,267 by an additional $ xxxx.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Construction Manager hereby agree as follows:

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

2. The GMP Proposal dated XXXXX attached hereto and incorporated herein as Exhibit A, including all attachments thereto, is hereby approved and accepted.

3. Any and all provisions of the Contract as previously amended and not specifically amended by this Third Amendment shall remain in full force and effect.

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

CITY OF ST. PETERSBURG, FLORIDA

ATTEST
Approved as to Form and Content:

City Attorney (Designee)

THE HASKELL COMPANY:

WITNESSES

By: ________________________________  
Print: ________________________________  
Title: ________________________________

By: ________________________________  
Print: ________________________________

By: ________________________________  
Print: ________________________________
TO: Members of City Council

DATE: October 11, 2017

COUNCIL DATE: October 19, 2017

RE: A Resolution Supporting SB 196, HB 219 and SB 456

______________________________

ACTION DESIRED:

Respectfully requesting City Council to support SB 196, HB 219, SB 456 and any other legislation which would make it more difficult for criminals to access guns instead of easier.

See attached resolution

Karl Nurse, Council Member
District 6
A RESOLUTION SUPPORTING SB 196, HB 219, SB 456 AND ANY OTHER PROPOSED LEGISLATION WHICH SUPPORTS THE ABILITY OF LOCAL GOVERNMENTS TO RESPOND TO THE CONTINUING AND EVER WORSENING MASSACRES BY FIREARMS; URGING THE PINELLAS COUNTY DELEGATION TO OPPOSE OR SUPPORT CERTAIN LEGISLATION; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has adopted the most extreme pre-emption law in the country to make it impossible for local governments to respond to the continuing and ever worsening massacres by firearms; and

WHEREAS, the City of St. Petersburg is preempted by Florida law from enacting any prohibitions on its own because § 790.33, Florida Statutes, provides that the State of Florida has occupied the whole field relating to the regulation of firearms and ammunition to the exclusion of all existing and future county, city, town or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto; and

WHEREAS, the Congress is considering legislation to allow the spreading of silencers which will make it still harder to locate the source of gunfire; and

WHEREAS, the Florida Legislature has refused to close the many loopholes that allow the free flow of guns to criminals and the mentally ill; and

WHEREAS, the Florida Legislature has the power to reduce the flow of guns to felons, spouse abusers and the mentally ill; and

WHEREAS, citizens expect our local governments to proactively take actions to improve public safety while the Florida Legislature prohibits us from taking many of the actions needed to keep guns away from gangs and teenagers; and

WHEREAS, the sale of semi-automatic and magazine clips with 30 or more rounds are used, not for hunting or for personal protection, but rather as weapons of war which we have seen with unbelievably bad results; and

WHEREAS, proposed legislation has been filed for consideration during the 2018 session of the Florida Legislature which would support the ability of local governments to respond to these continuing and ever worsening massacres by firearms; and
WHEREAS, SB 196 and HB 219 have been filed for consideration during the 2018 session of the Florida Legislature and propose to prohibit the sale or transfer of assault weapons or large-capacity ammunition magazines, with certain exceptions; and

WHEREAS, SB 456 has been filed for consideration during the 2018 session of the Florida Legislature and proposes to prohibit the importation, transfer, distribution, transport, sale, giving or possession of a bump-fire stock in this state; and

WHEREAS, the Florida Legislature should consider the danger associated with not passing this legislation that provides reasonable and sensible measures to help prevent potential violence when and where practicable.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Pinellas County Delegation to support SB 196, HB 219, SB 456 and any other legislation which would make it more difficult for criminals to access guns instead of easier.

BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Senate President, the House Speaker and the Pinellas County Delegation.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
TO: Members of City Council

DATE: October 12, 2017

COUNCIL DATE: October 19, 2017

RE: Incentive Modifications to LDR’s – Sprinkler Systems

______________________________________________________________

ACTION DESIRED:

Respectfully requesting a referral to the ENRS Committee for consideration of an ordinance change to encourage the use of soil moisture sensors and other water conserving tactics in new construction and new landscaping.

RATIONALE:

Tampa Bay Water staff has researched the landscaping codes of the member governments and is working with some of the largest homebuilders to encourage landscaping policies that reduce watering needs.

See attachment

Karl Nurse, Council Member
District 6
AGENDA ITEM J2

DATE: October 1, 2017
TO: Matt Jordan, General Manager
FROM: Warren Hogg, Interim Chief Science and Technology Officer
SUBJECT: Recommended Conservation Incentive Modifications to Land Development Codes — Approve

SUMMARY: Tampa Bay Water staff evaluated single-family outdoor water conservation incentive opportunities within Member Government Land Development Codes. Proposed changes to Land Development Codes were provided to Member Government staffs and their recommendations and comments were incorporated into the staff recommendations.

RECOMMENDATION: Approve recommended conservation incentive modifications to Member Government Land Development Codes.

COST/FUNDING SOURCE: None

DISCUSSION: Agency staff presented information at the August Board of Directors meeting about the Florida Friendly Landscaping™ program. The presentation specifically highlighted elements of the Pasco County Land Development Code dealing with single-family home landscape irrigation and conservation incentives. Following the presentation, the Board requested that staff provide a report on each Member's Land Development Code and recommend what they can do to conserve additional water.

Staff reviewed the single-family home landscape irrigation section of each Member Government Land Development Code, elements of the Florida Building Code dealing with irrigation, and communicated with the Florida Irrigation Society (FIS). The FIS has created specifications for irrigation systems that are used in the Florida Building Code appendices (optionally used by local governments), referenced by Members in their Land Development Codes. Members of the FIS are the main installers of irrigation systems in the region.

After reviewing each applicable Land Development Code, staff highlighted portions of each code dealing with single-family irrigated lawn and landscape requirements. Pinellas County and New Port Richey refer to the Florida Building Code (optional at the local level to use Appendix F of the Plumbing portion of the code), which means there are no single-family landscape and irrigation requirements within their Land Development Codes (other than backflow prevention device requirements). Staff sent each of the four other Members...
a series of questions to gain specific knowledge of identified elements of their Land Development Codes.

A meeting of the Conservation Coordination Consortium (CCC) was held on September 20, 2017 to discuss elements of the Member Government Land Development Codes that could be applied to enhance efficient use of potable irrigation. At this meeting, these issues related to single-family residential landscape irrigation were highlighted:

1. Are there specific landscape and/or irrigation permits required in each Member Land Development Code?
2. Is there a way to track the permitting process and electronically connect it to billing system data?
3. Is there specific enforcement language identifying who will conduct the inspections and to what degree the inspection process will be performed?
4. Are irrigation site plans required? Is there a requirement to provide the plan on-site so an inspector will be able to use it during inspection?
5. If there are irrigated landscape turf grass requirements, are there loopholes increasing the potential for additional irrigation system installation?
6. Is there a uniform application of micro-irrigation in irrigated landscape beds throughout the region?
7. Are irrigation site plans provided to the new home builder and is the builder required to provide it to the home buyer?
8. Are there irrigated turf grass and landscape percentage limits applied to permittees?
9. Are there incentives to potentially increase water use efficiency in the Land Development Codes?

Based on the discussion that occurred in the September 20 meeting and subsequently with the staff of some Members, Agency staff recommends the following elements be applied to Member Government Landscape Development Codes to enhance the water conserving potential of those codes:

1. A minimum threshold of irrigated turf grass and landscape percentage limits should be established, if the goal is to create an incentive within the code to switch from rain sensor technology to more efficient technologies that preclude surplus irrigation such as soil moisture sensors or evapotranspiration (ET) controllers. Thresholds should be considered for the entire turf grass portion of the landscape, whether irrigated or not.
2. Decrease landscape percentages to create alternative technology incentives, for example, installation of soil moisture sensors or ET controllers.
3. Clarify in code inspections of newly installed irrigation systems that they include an evaluation of system components. A basic question that should be answered is “Was the rain shut-off device or soil moisture sensor installed correctly?”
4. Electronic tracking of permits should be incorporated so follow-up can occur either by the local government or the Florida Friendly Landscaping™ program in cooperation with the local government.

5. Specific reporting of installations (possibly through the tracking of permits) should be provided by permitting departments to local utilities.

6. Only micro-irrigation or no irrigation should be used for all landscape beds.

7. All micro-irrigation systems should require main-line filters to reduce emitter clogging.

8. Irrigation site plans or "as-built plans" are provided to the permittee and should be provided to new home buyers if a builder is used. If there is an electronic copy of this plan on file, the local government or Florida Friendly Landscaping™ representative could provide it to the new home owners as well.

9. All irrigation systems should be provided with proper pressure regulation at all valves and/or sprinkler heads.

10. The pop-up height for sprays and rotator nozzles shall be adequate to prevent being obstructed by turf grass blades; 6” height for St. Augustine, Zoysia and Bahia, 4” height for Bermuda, Centipede and Seashore Paspalum.

11. For those Members currently without single-family residential landscape and irrigation requirements or those wanting to streamline enforcement into their building code compliance divisions, they should consider adoption of Appendix F of the Plumbing portion of the Florida Building Code, along with the first 9 elements provided above (element 10 is from Appendix F of the Plumbing portion of the Florida Building Code).

Other elements discussed but should be considered as optional include:

1. Educational materials, including suggested seasonal irrigation controller adjustments, could be required to be inserted into the irrigation site plan packet.

2. A checklist of key ordinance elements should be developed with specific sign-offs on the checklist, provided to the permit holder upon receipt of that permit, and used during the review and inspection processes similar to any affidavit of compliance and/or elements specified in the permit.

3. Required training of inspectors and permit staff to insure they are knowledgeable in enforcing code elements and any inspection checklists.

There were a number of items dealing with consumer education that need to be addressed, either within the Florida Friendly Landscaping™ program, through Member’s individual programs or through cooperatively developed efforts. This is being considered in one of the regional demand management implementation strategies under development by Tampa Bay Water in cooperation with the Members. Additionally, Tampa Bay Water is evaluating other types of financial incentives within the Agency’s Demand Management Plan update.
Specifically, we will be looking to determine ways to directly or indirectly incentivize builders and existing irrigation users to increase efficiency.

Staff recommends that the Board approve recommendations provided and direct staff to work with all Member Governments to ensure specific language adoption is consistent throughout the region.

**BACKGROUND:** Tampa Bay Water and its predecessor agency have been funding the Florida Friendly Landscaping™ program since 1995. Part of the program focus is on water conservation and irrigation efficiency in new and existing developments. In Pasco County, the program focuses on single-family elements of the Land Development Code that provides built-in incentives to move the development community toward alternative technology use.
TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) **LCA 1582**

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

<table>
<thead>
<tr>
<th>LCA:</th>
<th>1582</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF STRUCTURES:</td>
<td>68</td>
</tr>
<tr>
<td>ASSESSABLE AMOUNT:</td>
<td>$13,099.10</td>
</tr>
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</table>

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of **$13,099.10** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: __________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: _________________________ AGENDA NO. __________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>PARCEL ID</th>
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<th>ORIGINAL ASSESSMENT</th>
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<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME</td>
<td>PARCEL ID /LEGAL DESCRIPTION</td>
<td>PROPERTY ADDRESS</td>
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<td>WILDWOOD SUB</td>
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**TOTAL NUMBER OF ASSESSMENTS:** 68

**TOTAL ASSESSMENT AMOUNT:** 13,099.10
## BUILDING DEMOLITION NUMBER DMO 454
### COST/FUNDING/ASSESSMENT INFORMATION

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>AMOUNT TO BE ASSESSED</th>
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</thead>
<tbody>
<tr>
<td>Demolition Cost</td>
<td>$ 5,447.00</td>
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<tr>
<td>Asbestos Cost</td>
<td>$ 5,795.00</td>
</tr>
<tr>
<td>Legal Ad</td>
<td>$ 719.56</td>
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<tr>
<td>Engineer's Charge</td>
<td>$ .00</td>
</tr>
<tr>
<td>Administrative Fee</td>
<td>$ 860.09</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$ 12,821.65</strong></td>
</tr>
</tbody>
</table>
A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1582; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1582 have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the preliminary assessment rolls for Lot Clearing No. 1582 are approved; and

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00340827
SUBJECT: Confirming Preliminary Assessment for Building Securing Number **SEC 1228**

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

<table>
<thead>
<tr>
<th>SEC:</th>
<th>1228</th>
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<tbody>
<tr>
<td>NUMBER OF STRUCTURES</td>
<td>10</td>
</tr>
<tr>
<td>ASSESSABLE AMOUNT:</td>
<td><strong>$2,101.19</strong></td>
</tr>
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</table>

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of **$2,101.19** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: _________________________  AGENDA NO. __________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>ASSESSMENT</th>
<th>OWNER NAME</th>
<th>ORIGINAL ASSESSMENT</th>
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<td>FLAGG &amp; MORRIS SUB</td>
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<td>SEC 1228 07786</td>
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<td>PINEYWOODS ACQUISITION LLC</td>
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<td>TAMPA</td>
<td>FLORAL VILLA ESTATES REP</td>
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<td>SEC 1228 07787</td>
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<td>PACKAGE A</td>
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<td>BRANDON</td>
<td>G. R. SCOTT SUB</td>
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<tr>
<td>SEC 1228 07788</td>
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<td>27 31 16 53532 000 0060</td>
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<td>ST PETERSBURG</td>
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**PROPERTY ADDRESS**
- 1903 30TH AVE N
- 913 32ND ST N
- 101 34TH ST S
- 4029 13TH AVE S
- 908 26TH ST N
- 4734 20TH ST N
- 2220 2ND AVE N
### Final Assessment Roll

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<tr>
<th>Assessment Number</th>
<th>Owner Name / Mailing Address</th>
<th>Parcel ID / Legal Description</th>
<th>Property Address</th>
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<tbody>
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<td>SEC 1228 07792</td>
<td>RINKER, DONALD D 11082 65TH TER</td>
<td>05 31 17 83736 002 0180 SNELL SHORES MANOR BLK 2, LOT 18</td>
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<td>SEC 1228 07793</td>
<td>FOWLER &amp; HALL PROPERTY MGMT MA 215 39TH ST S</td>
<td>22 31 16 96192 003 0100 WEST CENTRAL AVE SUB BLK C, LOT 10 LESS ST</td>
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<td>SAINT PETERSBURG FL 337111228</td>
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<td>SEC 1228 07794</td>
<td>USA FED NATL MTG ASSN 950 E PACES FERRY RD NE STE 19</td>
<td>21 31 16 96588 012 0090 WESTMINSTER PLACE BLK 12, LOT 9</td>
<td>5263 5TH AVE S</td>
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**Total Number of Assessments:** 10  
**Total Assessment Amount:** 2,101.19
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<td><strong>TOTAL:</strong></td>
<td><strong>$ 2,101.19</strong></td>
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A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1228 ("SEC 1228") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so secured are listed on Securing Building No. 1228 ("SEC 1228"); and

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

WHEREAS, the City Council has held a public hearing on October 19, 2017, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1228 ("SEC 1228") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00340823
The privately owned structures on the attached list were condemned by the City in response to unfit or unsafe conditions as authorized under Chapter 8 of the St. Petersburg City Code. The City’s Codes Compliance Assistance Department incurred costs of condemnation/securing/appeal/abatement/demolition and under the provisions of City Code Section 8-270, these costs are to be assessed to the property. The interest rate is 12% per annum on the unpaid balance.

DMO: 454
NUMBER OF STRUCTURES: 3
ASSESSABLE AMOUNT: $12,821.65

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $12,821.65 will be fully assessable to the property owners.

ATTACHMENTS:
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>MAILING ADDRESS</th>
<th>PARCEL ID</th>
<th>LEGAL DESCRIPTION</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
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<td>660 62ND AVE S LLC</td>
<td>2250 62ND AVE S SAINT PETERSBURG FL 33712</td>
<td>06 32 17 00000 340 0400</td>
<td>N 90FT OF S 120FT OF W 190 FT OF E 220FT OF SE 1/4 OF SW 1/4 OF SEC 06-32-17</td>
<td>5345 4TH ST S</td>
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<td>DMO 0454 03269</td>
<td>HOUSEMART HOLDINGS LLC</td>
<td>10006 WILLIAMS RD THONOTOSASSA FL 335923527</td>
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<td>3077 21ST AVE S</td>
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<td>DMO 0454 03269</td>
<td>BURNEY, JIMMY</td>
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**TOTAL NUMBER OF ASSESSMENTS:** 3

**TOTAL ASSESSMENT AMOUNT:** 12,821.65
## BUILDING DEMOLITION NUMBER DMO 454
### COST/FUNDING/ASSESSMENT INFORMATION

<table>
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<tr>
<th>CATEGORY</th>
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<tr>
<td>Demolition Cost</td>
<td>$ 5,447.00</td>
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<td>Asbestos Cost</td>
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<td>Engineer's Charge</td>
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<tr>
<td>Administrative Fee</td>
<td>$ 860.09</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$ 12,821.65</strong></td>
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</table>
A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 454 ("DMO NO. 454") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so demolished are listed on Building Demolition No. 454 ("DMO No. 454"); and

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

WHEREAS, the City Council has held a public hearing on October 19, 2017, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 454 ("DMO No. 454") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00340824
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 second reading and public hearing; and 2) Approve the proposed ordinance.

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, Ordinance with Sketch and Legal, DRC Staff Report with Engineering Memo
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

st.petersburg
www.stpete.org

nts)
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 16.70.050.1.1G, approval of right-of-way vacations requiring replat shall lapse unless a final plat based thereon is recorded in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year. 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 14, 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

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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
PLAT SHEET: H-2

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/Peak People's 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 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, 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.
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
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
www.stpete.org Address: 1 14 1 6th Street North
and Associated Parcel to the North
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.
DESCRIPTION

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.00°08'40"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., 15.12 FEET TO A NON—TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE 71.87 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.

JUSTIN R. JEBRANS
PROFESSIONAL LAND SURVEYOR
LS 6958, STATE OF FLORIDA

NOT A SURVEY

FIRST NORTH LOFTS
20' ALLEY DEDICATION
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
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 19-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 MJ Bennett. 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.: 17-33000014)

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

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

The Request: The request is to vacate a 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, Ordinance with Sketch and Legal Description, Staff Report with Engineering Conditions,
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
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:

PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT:
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° 04' 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

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

PLAT SHEET: F-4

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 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


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

Case No.: 17-33000014

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

www.sipetc.org

st-petersburg
www.stpetersburg.org
Attachment B
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 17-33000014
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.
REQUEST
Review of the proposed plan to construct an 11-story, 211-unit multi-family development with 7,707 square feet of commercial space, located at 114 16th Street North, for consistency with the Intown West Redevelopment Plan.

APPLICANT INFORMATION

Applicant
Mark DeMaria
Devmar Development
30100 Telegraph Road, Suite 336
Bingham Farms, MI 48025

Property Owner
Devmar 16th Street, LLC
116 16th Street North
St. Petersburg, FL 33705

Representative
James Pappas
Fusco, Shaffer and Pappas, Inc.
550 East Nine Mile Road
Ferndale, MI 48220

OVERVIEW OF PROJECT
The property is located at 114 16th Street North, abutting the Methodist Town Neighborhood Association, The Edge District and The Grand Central District. The project, valued at $32 million, consists of an 11-story, 211-unit multi-family development with 7,707 square feet of commercial space.

According to City permitting records, the property consists of a 2,186 square foot self-service car wash and a large track of undeveloped land. The applicant proposes to demolish the existing car wash and construct the mixed-use development.

The proposed mixed-use building will be constructed on the eastern portion of the subject property. A parking garage will be located on the western portion of the subject property. Access to the parking garage will be 17th Street North. Loading and trash pick-up will occur along the existing alley. The mixed-use building will be 11-stories and the parking garage will be four-stories. Commercial space, lobby, leasing office and four residential units are located on the ground floor of the mixed-use building. The leasing office and commercial space are accessible from 1st Avenue North and 16th Street North. Floors two through ten will have residential units. Floor eleven will have residential units and an amenity space.
The proposed building will be of a modern style of architecture. The exterior of the building is minimal in design but finished in high quality materials. The facades have been articulated with spandrel glazing, recess and projections in the façade, awnings and balconies.

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, which is a permitted use under the current DC-2 zoning, will continue the westward growth of downtown. The building is urban in scale with pedestrian oriented street level features, including the provision of storefront window systems consistent with urban buildings, and streetscaping, including planters and street trees, that will accent the building.

SUMMARY AND RECOMMENDATION
Administration recommends approval of the attached resolution finding the 11-story, 211-unit multi-family development with 7,707 square feet of commercial space, located at 114 16th Street 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** | 114 16<sup>th</sup> Street North  
| | 24/31/16/14130/000/0010, 24/31/16/72810/001/0010 |
| **Redevelopment Area** | Intown West Redevelopment Area |
| **Zoning District** | DC-2 |
| **Existing Land Use** | 2,186 sq. ft. car wash |
| **Proposed Uses** | Mixed-use development |
| **Site Area** | 81,305 sq. ft. or 1.87 acres |
| **Proposed FAR** | 2.52 FAR |
| **Existing FAR** | 0.03 FAR |
| **Permitted FAR** | 3.0 FAR base |
| **Number of Residential Units** | 211 |
| **Existing Parking** | 0 spaces |
| **Proposed Parking** | 264 spaces |
CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE PROPOSED 11-STORY, 211-UNIT MULTI-FAMILY DEVELOPMENT WITH 7,707 SQUARE FEET OF COMMERCIAL SPACE, LOCATED AT 114 16TH STREET NORTH CONSISTENT WITH THE INTOWN WEST REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IRP 17-2A).

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 an 11-story, 211-unit multi-family development with 7,707 square feet of commercial space, as described and reviewed in CRA Review Report No. IWRP 17-2a; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the plans to construct an 11-story, 211-unit multi-family development with 7,707 square feet of commercial space, 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
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, expansive 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 developer 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.
# FIRST NORTH LOFTS

## ST. PETERSBURG

### LIST OF DRAWINGS

- CIVIL ENGINEERING
  - 001 - Main Sheet & Cross Sectional Description
  - 002 - Engineering Sheet Plan

- LANDSCAPING
  - 001 - Site Plan
  - 002 - Site Details

- ARCHITECTURAL
  - 001 - Architectural Site Plan
  - 002 - Conceptual Front Elevation Plan
  - 003 - Conceptual Rear Elevation Plan
  - 004 - Conceptual Right Elevation Plan
  - 005 - Conceptual Left Elevation Plan
  - 006 - Structural Framing Plan
  - 010 - Partial Street Design (At 3rd Ave. Northeast)
  - 011 - Partial Street Design (At 9th Ave. Northeast)

- ELECTRICAL LIGHTING
  - 010 - Lighting Plan

### DEVELOPMENT TEAM

**OWNER/DEVELOPER**

DEVMAR DEVELOPMENT, LLC
30100 TELEGRAPH RD.
SUITE 336
BINGHAM FARMS, MI 48025

**ARCHITECT/AGENT**

FUSCO, SHAFFER & PAPPAS, INC.
550 E. NINE MILE RD
FERNDALE, MI 48220
248.543.4100

**SURVEYOR**

POLARIS ASSOCIATES, INC.
2165 SUNNYSIDE BLVD.
CLEARWATER, FL 33765
727.524.6500

**M.E.P. ENGINEERS**

EMERALD ENGINEERING, INC.
205 N ARMENIA AVE. - SUITE 102
TAMPA, FL 33609
813.995.0300

**STRUCTURAL ENGINEER**

B & W STRUCTURAL
ONE TAMPA CITY CENTER
201 NORTH FRANKLIN ST. SUITE 1970
TAMPA, FL 33602
813.374.2459

**LANDSCAPE ARCHITECT**

GRISSIM METZ ANDRIESE ASSOCIATES
300 EAST CADY STREET
NORTHVILLE, MI 48167
248.347.7010

### SITE DATA

**FLORIDA**

**ZONE**: DOWNTOWN CENTER-2

**SITE AREA**: 4.06652 AC

**BUILDING S.F.**: 278.022

<table>
<thead>
<tr>
<th>SITE TYPE</th>
<th>APPROPRIATE S.F.</th>
<th>APPROPRIATE S.F.</th>
<th>S.F.</th>
<th>S.F. %</th>
</tr>
</thead>
<tbody>
<tr>
<td>APARTMENTS</td>
<td>194,066 G.S.F.</td>
<td>252</td>
<td>8080110</td>
<td>252</td>
</tr>
<tr>
<td>PARKING DECK</td>
<td>109,129 O.S.P.</td>
<td>252</td>
<td>8080110</td>
<td>252</td>
</tr>
<tr>
<td>TOTAL BUILT/G AREA</td>
<td>311,80200</td>
<td>100%</td>
<td>892% OF TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

**OPEN SPACE**: 11200 U/PAC

**REQUIRED PARKING (AUTO - ON SITE)**: 311 SPACES

**REQUIRED PARKING (BIKE - SHORT TERM)**: 11 BIKES

**TOTAL REQUIRED PARKING**: 322 SPACES

**REQUERED PARKING (AUTO - ON SITE)**: 264 SPACES

**REQUERED PARKING (BIKE - LONG TERM)**: 16 BIKES

**REQUERED PARKING (BIKE - SHORT TERM)**: 11 BIKES

**PROVIDED PARKING (AUTO - ON SITE)**: 22439 SF

**PROVIDED PARKING (BIKE - SHORT TERM)**: 14 BIKE

**TOTAL PROVIDED PARKING**: 264 SPACES

**REQUIRED PARKING (AUTO - ON SITE)**: 278.022

**REQUIRED PARKING (BIKE - SHORT TERM)**: 16 BIKES

**TOTAL REQUIRED PARKING**: 96 BIKES

**TOTAL BUILT/G AREA**: 311,80200

**TOTAL RESIDENTIAL BLDG AREA**: 252,80200

**BUIDLING AREA**: 311,80200

**TOTAL F.A.R.**: 2.10

**BASE OF PROJECT**: 4,566.37

**BASE OF PROJECT**: 20.29% OF TOTAL

**DATE**: 07.07.17

**ISSUE**: S.P.A. SUBMISSION

---

**FUSCO, SHAFFER & PAPPAS, INC.**

ARCHITECTS AND PLANNERS
17,765 G.S.F. APARTMENT BUILDING (4TH FLOOR)
45 PARKING SPACES
23 D.U.S

CONCEPTUAL FOURTH FLOOR PLAN
CONCEPTUAL ELEVENTH/ROOF FLOOR PLAN

12,092 G.S.F. APARTMENTS/AMENITIES
4 D.U.S.

DRAINAGE BASEMENT BELOW
DEVMAR DEVELOPMENT
FIRST NORTH LOFTS
FUSCO, SHAFFER & PAPPAS, INC.
ARCHITECTS & PLANNERS

550 E. NINE MILE ROAD
DETROIT, MI 48220
PHONE 313.422.4444
FAX 313.422.4444

PARKING DECK BELOW

CONCEPTUAL ELEVENTH/ROOF FLOOR PLAN
12,092 G.S.F. APARTMENTS/AMENITIES
4 D.U.S.
STREET FRONT ELEVATION AT 17TH STREET (WEST SIDE)
ROOF TOP RENDERING VIEW FROM SOUTH EAST
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: A resolution approving a supplemental appropriation in the amount of $1,725,000 from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573), to provide storm debris removal and disposal services that are being provided by Crowder-Gulf Joint Venture, Inc. because of Hurricane Irma; and providing an effective date.

Explanation: On August 7, 2014, City Council approved a three-year agreement for storm debris removal and disposal services. The agreement has a two-year renewal option.

On September 14, 2017 a “Notice to Proceed”, to include a performance and payment bond, was issued and executed in accordance with terms and condition of the agreement for disaster debris removal and disposal for Hurricane Irma. On September 25, 2017, the City received an estimate from Crowder-Gulf Joint Venture, Inc. in the amount of $1,725,000.

The consultant will provide all labor and equipment to mobilize, remove, clean up and dispose of disaster debris caused by Hurricane Irma. Additionally, the contractor will set up and maintain temporary debris management sites (DMS). The debris will be segregated into six categories: clean vegetative; vegetative debris containing other foreign matter; construction and demolition (C&D) debris, salvageable and recyclable debris; white goods; and hazardous or toxic waste. The contractor will grind clean vegetative debris, haul all remaining debris to a final disposal site and restore the DMS areas.

The contractor will also provide disaster recovery technical support including documentation in recovering funds from the State of Florida and FEMA’s Public Assistance Program.

The Procurement Department, in cooperation with the Office of the City Auditor, recommends approval:

Crowder-Gulf Joint Venture, Inc..................................................... $1,725,000

Hurricane Irma
Task Order No. 1  $1,725,000

Cost/Funding/Assessment Information: Funding in the amount of $1,725,000 will be available after a supplemental appropriation in the amount of $1,725,000 to the Parks & Recreation Department (190-1573) from the unappropriated balance of the General Fund (0001). A portion of the costs may be eligible for reimbursement by FEMA if approved.

Attachments: Resolution

Approvals:
RESOLUTION NO. 2017-

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,725,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE PARKS & RECREATION DEPARTMENT (190-1573), TO PROVIDE FUNDING FOR STORM DEBRIS REMOVAL AND DISPOSAL SERVICES THAT ARE BEING PROVIDED BY CROWDER-GULF JOINT VENTURE, INC. BECAUSE OF HURRICANE IRMA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Crowder-Gulf Joint Venture, Inc. ("Crowder-Gulf") entered into a three-year agreement on August 7, 2017 for Crowder-Gulf to provide as needed storm debris removal and disposal services; and

WHEREAS, the City issues a notice to proceed for any work and services needed under this agreement; and

WHEREAS, on September 14, 2017, during the declared state of emergency, the City issued a notice to proceed to Crowder-Gulf for storm debris removal and disposal services; and

WHEREAS, in accordance with Section 2-250, St. Petersburg City Code, Administration notified City Council of the notice to proceed issued to Crowder-Gulf; and

WHEREAS, funding for services being provided by Crowder-Gulf require a supplemental appropriation in the amount of $1,725,000 from the unappropriated balance of the General Fund to the Parks & Recreation Department; 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 there is hereby approved the following supplemental appropriation from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573) to provide funding for storm debris removal and disposal services that are being provided by Crowder-Gulf Joint Venture, Inc.:

| General Fund (001) | Parks & Recreation Department (190-1573) | $1,725,000 |

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (designee)
00343655

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

Subject: Approving the renewal of a blanket purchase agreement with Zimmer Equipment, Inc. for yard waste transportation services for the Sanitation Department, at an estimated annual cost of $250,000, for a total contract amount of $1,305,683.

Explanation: On August 22, 2013, City Council approved a three-year agreement for yard waste transportation services. This agreement was effective through October 31, 2016, with two, one-year renewal options. On September 22, 2016, City Council approved the first renewal. This is the final renewal.

The vendor transports approximately 33,000 tons of yard waste from the Lake Maggiore site annually, and distributes it to various privately owned sites, such as Pinellas County Solid Waste, Sarasota County Landfill, Pacific Tomato Farms, and Wheelabrator Technologies. Lake Maggiore accepts brush collection from five City brush sites, along with brush delivered from the Parks and Stormwater departments. In addition, the vendor provides transport and redistribution of brush from storm debris in the event of a natural disaster, such as a hurricane, under the pricing, terms and conditions of this agreement.

The Procurement Department, in cooperation with the Sanitation Department, recommends for renewal:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zimmer Equipment, Inc. (Tampa)</td>
<td>$250,000</td>
</tr>
<tr>
<td>Original agreement amount</td>
<td>$805,683</td>
</tr>
<tr>
<td>1st renewal</td>
<td>250,000</td>
</tr>
<tr>
<td>2nd renewal</td>
<td>250,000</td>
</tr>
<tr>
<td>Total contract amount</td>
<td>$1,305,683</td>
</tr>
</tbody>
</table>

The vendor has agreed to hold rates firm under the terms and conditions of IFB No. 7502, dated June 11, 2013. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance, demonstrated ability to comply with the terms and conditions of the agreement, and no requested rate increase. The renewal will be effective from the date of approval through October 31, 2018.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sanitation Operating Fund (4021), Sanitation Department, Recycling (450-2297).

Attachments: Bid Tabulation
             Resolution

Approvals:  

[Signatures]
### City of St. Petersburg
#### Bid Tabulation
Procurement and Supply Management

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th><em>EAU</em></th>
<th>UOM</th>
<th>Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Zone 1 - One Way, 1-10 miles</td>
<td>1</td>
<td>MILE</td>
<td>$13.00</td>
<td>$13.00</td>
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<tr>
<td>2</td>
<td>Zone 2 - One Way, 11-20 miles</td>
<td>1</td>
<td>MILE</td>
<td>8.00</td>
<td>8.00</td>
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<tr>
<td>3</td>
<td>Zone 3 - One Way, 21-30 miles</td>
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<td>MILE</td>
<td>6.33</td>
<td>6.33</td>
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<tr>
<td>4</td>
<td>Zone 4 - One Way, 31-40 miles</td>
<td>53,700</td>
<td>MILE</td>
<td>5.62</td>
<td>301,794.00</td>
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<tr>
<td>5</td>
<td>Zone 5 - One Way, 41-50 miles</td>
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<td>MILE</td>
<td>5.00</td>
<td>5.00</td>
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<td>6</td>
<td>Zone 6 - One Way, 51-60 miles</td>
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<td>MILE</td>
<td>4.88</td>
<td>4.88</td>
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<td>7</td>
<td>Zone 7 - One Way, 61-70 miles</td>
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<td>MILE</td>
<td>4.42</td>
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<tr>
<td>8</td>
<td>Zone 8 - One Way, 71-80 miles</td>
<td>1</td>
<td>MILE</td>
<td>4.25</td>
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<tr>
<td>9</td>
<td>Zone 9 - One Way, 81-90 miles</td>
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<td>MILE</td>
<td>4.11</td>
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<tr>
<td>10</td>
<td>Zone 10 - One Way, 91-100 miles</td>
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<td>MILE</td>
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<td>11</td>
<td>Zone 11 - One Way, 101-150 miles</td>
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<tr>
<td>12</td>
<td>Zone 12 - One Way, 151-200 miles</td>
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<td>MILE</td>
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<td>Payment Discount</td>
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<td>$295,817.83</td>
<td>$263,180.29</td>
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</tbody>
</table>

a. Percent and amount of hourly rate for diesel costs:
   - 40% $7.85
b. Percent and amount of hourly rate for labor costs:
   - 60% $7.65

(Both added together shall equal 100%)
A RESOLUTION APPROVING THE SECOND AND FINAL ONE-YEAR RENEWAL OPTION TO THE BLANKET AGREEMENT WITH ZIMMER EQUIPMENT, INC. FOR YARD WASTE TRANSPORTATION SERVICES AND RELATED SERVICES FOR THE SANITATION DEPARTMENT AT AN ESTIMATED COMBINED COST NOT TO EXCEED $250,000 FOR THE ENTIRE SECOND RENEWAL TERM; PROVIDING THAT THE TOTAL AMOUNT (INITIAL AND RENEWAL TERMS) FOR THIS AGREEMENT SHALL NOT EXCEED $1,305,683,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 22, 2013, City Council approved the award of a three-year agreement with two one-year renewal options with Zimmer Equipment, Inc. ("Vendor") for yard waste transportation services and related services for the Sanitation Department pursuant to IFB No. 7502, dated June 11, 2013; and

WHEREAS, the City desires to exercise the final one-year renewal option at an estimated cost of $250,000 for the renewal term, effective through October 31, 2018; and

WHEREAS, the vendor have agreed to hold prices firm under the terms and conditions of the agreements; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Sanitation Department, recommends approval of these renewals.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the second and final one-year renewal option to the blanket agreement with Zimmer Equipment, Inc. for yard waste transportation services and related services for the Sanitation Department at an estimated combined cost not to exceed $250,000 for the entire second renewal term; providing that the total amount (initial and renewal term) for this agreement shall not exceed $1,305,683 are hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
00343458
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting the bid from Brock Logistics LLC for concrete repair and waterproofing of the Sundial Parking Garage, in the amount of $670,159.00 (Engineering & CID Project No. 16102-112; Oracle Nos. 13778, 14170 and 15644); and providing an effective date.

Explanation: The Procurement Department received five bids for the concrete repair and waterproofing of the Sundial Parking Garage, 198 Sunshine Lane NE. The bids were opened on August 22, 2017, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brock Logistics LLC (Ft. Pierce)</td>
<td>$670,159.00</td>
</tr>
<tr>
<td>Restocon Corporation (Tampa)</td>
<td>$778,257.20</td>
</tr>
<tr>
<td>Structural Preservation Systems, LLC</td>
<td>$1,078,167.00</td>
</tr>
<tr>
<td>(Columbia, MD)</td>
<td></td>
</tr>
<tr>
<td>Intron Technologies, Inc. (Jacksonville)</td>
<td>$1,107,756.40</td>
</tr>
<tr>
<td>Tendon Systems LLC (Suwanee, GA)</td>
<td>$1,204,717.14</td>
</tr>
</tbody>
</table>

The work consists of furnishing all labor, materials, equipment and services necessary to mobilize and provide traffic control; ramp and deck traffic bearing membrane removal and installation in phases; restriping, marking, graphics and wheel stops; shoring; concrete corbel repair; concrete floor slab repair; precast spandrel and inverted T-beam concrete repair; sacrificial anode installation; joint sealant replacement; cove sealant removal and replacement; removal and replacement of floor drains; grout and seal at floor drains and cracks; expansion joint replacement; wall and column joint sealant removal and replacement; trench drain repairs; clean and reseal fasteners and seams on existing flashing; and related work as detailed in the Plans and specifications. Additional alternate work includes first-level entrance and exit ramp traffic bearing waterproof membrane replacement and second- to third-level ramp traffic bearing waterproof membrane removal and replacement.

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

Brock Logistics LLC (Ft. Pierce, FL)................. $670,159.00

Brock Logistics LLC the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6577, dated July 10, 2017. They have completed work for Westshore Plaza Parking Garage and Tampa International Airport Parking Garage.

The managing member of the firm is William J. O’Donnell.

The contractor will begin work on the project within approximately ten (10) calendar days from written notice to proceed. The construction period will be sixty (60) consecutive calendar days to

Continued on Page 2
final completion. The parking garage will remain open for public use during the work, with traffic detours around the work areas, as required

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Downtown Parking Capital Improvement Fund (3073) Sundial Garage Waterproofing Project (13778), Sundial Garage Improvements Project (14170) and Sundial Garage Restoration Project (15644).

**Attachments:** Resolution

**Approvals:**

[Signatures]
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO BROCK LOGISTICS LLC FOR THE CONCRETE REPAIR AND WATERPROOFING OF THE SUNDIAL PARKING GARAGE AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED $670,159.00; 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 five (5) bids for the concrete repair and waterproofing of the Sundial Parking Garage; and

WHEREAS, Brock Logistics LLC has met the specifications, terms and conditions of Bid No. 6577, dated July 10, 2017; and

WHEREAS, funds have been previously appropriated in the Downtown Parking Capital Improvement Fund (3073), the Sundial Garage Waterproofing Project (13778) Sundial Garage Improvements Project (14170), and the Sundial Garage Restoration Project (15644); and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements 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 an agreement to Brock Logistics LLC for the concrete repair and waterproofing of the Sundial Parking Garage at a total contract amount not to exceed $670,159.00 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) 00343464
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a proposal from PSX Inc, of Tampa ("PSX") to provide garage revenue and access and control systems for Sundial, South Core and Municipal Services parking facilities in an amount not to exceed $640,000.

Explanation: The Procurement Department received three proposals in response to the solicitation for garage revenue access control systems. The three proposals were received from:

1. PSX Inc., of Tampa
2. Parking Guidance Systems LLC
3. ParkingSoft LLC

The proposals were evaluated by a cross-functional team from the Billing and Collections, Transportation and Parking Management departments and managers of the parking garages and the James Museum. They were:

   Evan Mory, Transportation and Parking Management Director
   Candice Winter, Billing and Collections Manager
   Laura Hine, James RE, LLC Director
   John Peake, SP Plus Corporation Area Manager

The proposals were evaluated based on the following criteria:

- Experience of firm
- Proposed solution and quality of equipment
- Warranty and service maintenance
- References
- Cost, or price

The evaluation committee invited all three firms for presentations.

On June 20, 2017, the evaluation committee heard presentations from each of the finalists and ranked PSX Inc, of Tampa (PSX) as the top-ranked firm, followed by ParkingSoft LLC as second-ranked, and Parking Guidance Systems LLC as third-ranked. Best and Final offers were requested from the top two offerors. On July 6, 2017, the evaluation committee elected to move forward on negotiations with PSX, the top-ranked firm.

PSX was determined to be most advantageous to the City, considering their experience in large and small projects, their local presence, and the account manager's experience in the Tampa Bay area; along with the favorable references from past projects of this size and their proposal's fulfillment of the evaluation criteria set forth in RFP No. 6270. Their proposed equipment has been time-tested in many markets. In addition, they provided a cost effective solution to the third and fourth floor controls at the South Core Garage for the James Museum's parking needs and to fulfill the development and parking agreements executed between the city and the James Museum. Their best and final offer was the least expensive.

PSX has provided similar services for the Port of Tampa, counties of Polk and Summit, Ohio and the cities of Sacramento and Knoxville and has performed satisfactorily. They have been in business for 48 years. PSX's principals are Anthony P. Hutchison, president, Kevin J. Halliday, vice president, and Mark Lamonte, secretary.
Upon City Council approval, the City and PSX will enter into an agreement for system implementation, licensing and support. PSX will provide the following services and deliverables:

- Design, purchase, install, set up, maintain and test as necessary for an Access Control and Revenue Control System at Sundial Parking, South Core and Municipal Services Center facilities.
- Civil, electrical, mechanical, and administrative services, as well as equipment and other hardware necessary to deliver a fully functioning system. This includes, but is not limited to, loops, electrical and communication wiring, both in the facility and to the parking office, servers, computers, equipment movement and installation, conduit, concrete work, wire terminations, training, testing, programming, set-up services, and support service.
- All parking control system equipment components shall be linked to a central control center. This control center will be the focal point for day-to-day monitoring, operational management and maintenance. All components of the system shall communicate in real time to a Facility Management Computer located in the control center. The control center will be located in the Sundial Parking Garage while the server will be secured in the city's data center to ensure a high level of protection for the processing of credit card data. PSX will not process credit cards, their system will utilize a third party provided gateway that forwards the credit card information to the city's existing credit card processing vendor. The gateway fees are very competitive when compared to the processing fees currently paid to the city's on-street credit card meter processor. Specifically, there is a $95 setup, $15 monthly, and $0.07 per transaction fee which will be paid by the city.
- Included in the initial acquisition cost is the equipment, including full coverage warranty for two (2) years, a five (5) year software warranty and a perpetual software license.

The equipment currently installed in the City's three primary public parking facilities has reached the end of its useful life and is no longer supported by the original manufacturer. Due to the age of the existing equipment and desire to implement more modern and customer-friendly revenue control functions, the Transportation and Parking Management Department included funds for this project in the FY 2016 and FY 2017 adopted budget. The new equipment has a higher level of automation, will accept credit cards, has multiple validation functionality, will help implement the James Museum parking plan and is integrated with Park Mobile. Once the equipment is operational, the best staffing levels will be determined to provide cost savings to the City while maximizing customer service for garage patrons. Since the new equipment provides for advanced payment and pay-in-lane technology, the amount of cash handling required by cashiers is reduced. Staff will still need to be present, at least during peak times, to assist customers as needed, to meet customer service standards, as well as ensure that the speed of ingress and egress is optimized. As such, staffing levels may be decreased over time which will enhance efficiencies and cost control. However, the system's implementation will not result in staffing layoffs or immediate major labor savings.

The Procurement Department, in cooperation with the Parking Management Department, recommends approval:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSX Inc, of Tampa.................................</td>
<td>$639,984.70</td>
</tr>
<tr>
<td>South Core Garage</td>
<td>$309,307.81</td>
</tr>
<tr>
<td>Sundial Garage</td>
<td>$146,086.11</td>
</tr>
<tr>
<td>Municipal Services Center Garage</td>
<td>$94,369.12</td>
</tr>
<tr>
<td>Software</td>
<td>$39,411.15</td>
</tr>
<tr>
<td>Spare Parts</td>
<td>1,525.90</td>
</tr>
<tr>
<td>Communication Package</td>
<td>49,284.61</td>
</tr>
</tbody>
</table>

**Recommendation:** Administration recommends that City Council approve the attached resolution approving PSX Inc. of Tampa to install the required access control and revenue control systems in the Sundial, South Core and Municipal Services Center garages.
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Downtown Parking Improvement Fund (3073), SouthCore GarageTech Upgrade Project (15085) and Sundial Garage Rev Control Project (14171) and in the City Facilities Capital Improvement Project Fund (3031), MSC Garage Improvements Project (10615).

Attachments: Technical Evaluation (3 pages)
Meeting Minutes (5 pages)
Resolution

Approvals:

[Signatures]

[Administrative]

[Budget]
Summary Work Statement

The City received three proposals for RFP No. 6270, Garage Revenue Access Control Systems. The successful offeror will design, install, test and maintain revenue and access control systems at the Sundial, South Core and Municipal Services Center parking facilities. The proposals were received from the following:

1. PSX Inc. of Tampa
2. Parking Guidance Systems LLC
3. ParkingSoft LLC

Evaluation Committee

Evaluation of the proposals was conducted by:

- Evan Mory, Transportation & Parking Management Director
- Candice Winter, Billing & Collections Manager
- Laura Hine, James RE, LLC Director
- John Peake, SP Plus Corporation Area Manager

Evaluation Criteria

The proposals were evaluated on the following criteria:

- Experience of firm
- Proposed solution and quality of equipment
- Warranty and service maintenance
- References
- Cost, or price

Offerors' Profiles

Below is a profile of the offerors and a summary of the strengths and weaknesses of the offerors as reported after the initial independent review.

PSX Inc of Tampa. is headquartered in Kenneth Square, Pennsylvania, and was incorporated in 1969. The firm has been in business for 48 years and employs 45 people. The office that will service the City is located in Tampa.

Strengths include: Their years of experience with large and small projects; current service providers for three local businesses in St. Petersburg; proposed modern equipment that has the immediate ability to interface with existing Parkmobile for pay-by-phone; local presence that will allow for responsive service; reasonable trip charge and service fee for repairs; and provided solution for the validation system for the James Museum;

Weaknesses include: Their higher cost.
The proposal meets the City's requirements.

Parking Guidance Systems LLC. is headquartered in Richmond, Texas. The company has been providing these services for five years and employs five people locally and 21 nationally.

Strengths include: Their local office in Plant City; many large completed projects; employees' combined experience of 30 years; proposed solution is simple to use and may be customized; and is lowest cost, assuming no options selected.

Weaknesses include: Their location in Plant City, which is furthest away than its competitors; lack of experience and evidence to confirm prior work in St. Petersburg; not integrated with Parkmobile; their demonstrated experience with parking guidance rather than parking access; and revenue control equipment and references which were not all favorable.

The proposal marginally meets the City's requirements.

ParkingSoft LLC is headquartered in Norcross, Georgia. The office that will service the City is in Georgia and they employ 107 nationally.

Strengths include: Their completion of projects for the past seven years and understanding of parking operations; proposed Cloud-based products; ability to interface with Parkmobile; strategic business partnership with a local installer and servicer who will provide quick service and is familiar with St. Petersburg and the City's parking facilities; offer of two-year warranty with option of extended warranty available and mostly favorable references.

Weaknesses include: Their eight years of experience; lack of local presence; the solution for South Core and Sundial validation system; use of third party for credit card processing; proposed 12-foot gates do not meet low ceiling requirement; lack of local references and concerns with lower scores on the reference from the City of Rochester; proposed future additional cost to the City for interfacing with Parkmobile; $600 per month service fee after first year; additional warranties may cost up to $151,542 at the end of the sixth year and overall high costs. They took exceptions to the agreement.

The proposal meets the City's requirements.

Short-listing and Oral Presentations

The proposals were initially evaluated solely on the evaluation criteria established in the RFP. The three finalists were invited to make oral presentations on June 20, 2017, before the evaluation committee for the purpose of relaying further information about their proposals, clarifications and to ensure full understanding of the City's requirements. The presentations also enabled the committee to have a full understanding of the offerors' proposals and responses. Following the presentations, the evaluation committee ranked the proposals as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>PSX Inc. of Tampa</td>
</tr>
<tr>
<td>2.</td>
<td>ParkingSoft LLC</td>
</tr>
<tr>
<td>3.</td>
<td>Parking Guidance Systems LLC</td>
</tr>
</tbody>
</table>

On June 23, 2017, PSX Inc of Tampa and ParkingSoft LLC were invited to submit Best and Final Offers (BAFOs).
Recommendation for Award

On July 6, 2017, the committee met and received an oral report from the Finance Department regarding the financials submitted by both finalists. The committee maintained their ranking and recommended PSX Inc. of Tampa for award as they met the requirements for RFP No. 6270. The company was determined to be the most advantageous for the City, taking into consideration their years of experience in the field, financial stability and the evaluation criteria set forth in the RFP.

PSX Inc. of Tampa was selected for the following reasons:

- Their 48 years of experience includes large and small projects
- Their account manager's experience and familiarity with St. Petersburg and its parking facilities
- Their local presence in Tampa
- Their proposed equipment is time-tested
- Their proposed solution for the third and fourth floors at South Core for the James Museum
- Their ability to interface with existing mobile payment parking vendor Parkmobile and payment processors
- Their favorable references received
- Their proposed extended warranty for years three to six is the least expensive
- Their best and final offer is the least expensive solution

Evan, Chair
Laura Hine, Committee Member

Candice Winter, Committee Member
John Peake, Committee Member
**City of St. Petersburg**  
**Meeting Minutes**  
Procurement and Supply Management

**Title:**  
RFP No. 6270: Garage Revenue Access Control Systems

**Meeting Date:**  
Friday, June 2, 2017

**Time:**  
9:00 a.m.

**Place:**  
Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| **1. Introductions** | Committee Members: Evan Mory, Candice Winter, Laura Hine, John Peake  
Advisory: Staff: Keith Glasgow, Karen Dewar |
| a. Public Comments | No members of the public were present. |
| b. Florida's Open Meeting Law – FS 288.011 [Dewar] | |
| c. Prohibited Communication - AP #050100 [Dewar] | |
| d. Identify Chairperson (Evan Mory) | |
| **2. Evaluations of Proposals (Strengths and Weaknesses)** | Motion by: Laura Hine to rank PSX 1; ParkingSoft 2 and Parking Guidance 3 and invite all three to present on June 20, 2017.  
Seconded by: Candice Winter  
Votes: Affirmatives (4) |
<p>| a. PSX Inc. of Tampa | |
| b. Parking Guidance Systems LLC | |
| c. ParkingSoft LLC | |
| <strong>3. Ranking/Short-list</strong> | Action: Committee to provide questions by 6/6/2017. Invitation to be prepared and emailed to the three companies |
| <strong>4. Oral presentations</strong> | Meeting adjourned 10:35 a.m. |
| <strong>5. Clarifications/Questions</strong> | |
| <strong>6. Adjournment</strong> | |</p>
<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td>Committee Members: Evan Mory, Candice Winter, Laura Hine, John Peake&lt;br&gt;Advisory: Staff: Keith Glasgow, Karen Dewar&lt;br&gt;&lt;br&gt;One member of the public was present but offered no comments.</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td></td>
</tr>
<tr>
<td>b. Florida's Open Meeting Law – FS 286.011 [Dewar]</td>
<td></td>
</tr>
<tr>
<td>c. Prohibited Communication - AP #050100 [Dewar]</td>
<td></td>
</tr>
<tr>
<td>2. Evaluations of Proposals – Oral Presentations (Strengths and Weaknesses) – Evan Mory</td>
<td>Motion by: Evan Mory to rank Parking Guidance #3 and remove from further consideration.&lt;br&gt;Seconded by: John Peake&lt;br&gt;Votes: Affirmatives (4)</td>
</tr>
<tr>
<td>a. PSX Inc. of Tampa</td>
<td></td>
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<tr>
<td>b. Parking Guidance Systems LLC</td>
<td></td>
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<tr>
<td>c. ParkingSoft LLC</td>
<td></td>
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<tr>
<td>3. Re-rank</td>
<td>Motion by: Evan Mory to request best and final offers from PSX Inc. and ParkingSoft.&lt;br&gt;Seconded by: Laura Hine&lt;br&gt;Votes: Affirmatives (4)</td>
</tr>
<tr>
<td>4. Best and Final Offer</td>
<td></td>
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</tbody>
</table>
5. Clarifications/Questions

Action: 1. Request opinion from DoTS on proposed use of cloud-based solution and whether PCI 3.1 meets our security requirements. 2. Discuss response with Evan Mory.

6. Adjournment

Meeting adjourned at 2:15 p.m.

Amendment: Request for clarifications were requested instead of BAFO, as Chair and committee member had many additional questions.
City of St. Petersburg
Meeting Minutes
Procurement and Supply Management

Title: RFP No. 6270: Garage Revenue Access Control Systems
Meeting Date: Wednesday, June 28, 2017
Time: 1:00 P.M.
Place: Municipal Services Center, One 4th Street North, CR900, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members: Evan Mory, Candice Winter, Laura Hine, John Peake
Advisory: Staff: Keith Glasgow, Karen Dewar |
| a. Public Comments | |
| b. Florida’s Open Meeting Law – FS 286.011 [Dewar] | |
| c. Prohibited Communication - AP #050100 [Dewar] | |
| 2. Evaluations of Proposals – Clarifications – Evan Mory [Chair] | Motion by: Evan Mory to rank PSX #1 and ParkingSoft #2 and request BAOs from both.
Seconded by: Candice Winter
Votes: Affirmatives (4) |
| a. PSX Inc. of Tampa | |
| b. ParkingSoft LLC | |
| 3. Re-Rank | Action: Karen to request BAFOs for return in time for next meeting on July 6, 2017 |
| 4. Best and Final Offer | |
| 5. Recommendations | |
| 6. Adjournment | Meeting adjourned at 2:45 p.m. |
Title: RFP No. 6270: Garage Revenue Access Control Systems
Meeting Date: Thursday, July 6, 2017
Time: 9:00 A.M.
Place: Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td>Committee Members: Evan Mory, Candice Winter, Laura Hine (on conference call), John Peake</td>
</tr>
<tr>
<td></td>
<td>Advisory: Staff: Keith Glasgow, Karen Dewar</td>
</tr>
<tr>
<td></td>
<td>a. Public Comments</td>
</tr>
<tr>
<td></td>
<td>b. Florida’s Open Meeting Law – FS 286.011</td>
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<tr>
<td></td>
<td>[Dewar]</td>
</tr>
<tr>
<td></td>
<td>c. Prohibited Communication - AP #050100 [Dewar]</td>
</tr>
<tr>
<td>2. Evaluations of Proposals</td>
<td>Motion by: Evan Mory to rank PSX #1 and ParkingSoft #2 and recommend award to PSX.</td>
</tr>
<tr>
<td>– Best and Final Offers</td>
<td>Seconded by: Candice Winter</td>
</tr>
<tr>
<td>– Evan Mory [Chair]</td>
<td>Votes: Affirmatives (4)</td>
</tr>
<tr>
<td></td>
<td>Action: Evan to start negotiations with PSX. Karen to draft technical evaluations and consent item</td>
</tr>
<tr>
<td>3. Re-Rank</td>
<td>Committee dissolved at 9:15 a.m.</td>
</tr>
<tr>
<td>4. Recommendation</td>
<td></td>
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<tr>
<td>5. Negotiations</td>
<td></td>
</tr>
<tr>
<td>6. Adjournment/Committee</td>
<td></td>
</tr>
<tr>
<td>Dissolution</td>
<td></td>
</tr>
</tbody>
</table>
A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT WITH PSX INC., OF TAMPA TO PROVIDE GARAGE REVENUE AND ACCESS AND CONTROL SYSTEMS FOR SUNDIAL, SOUTH CORE, AND MUNICIPAL SERVICES PARKING FACILITIES AT A TOTAL COST NOT TO EXCEED $640,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION, INCLUDING AN AGREEMENT WITH NATIONWIDE PAYMENT SOLUTIONS, LLC, FOR A CREDIT CARD GATEWAY AND AN AMENDMENT TO THE CITY’S EXISTING AGREEMENT WITH THE SP PLUS CORPORATION FOR PARKING FACILITY MANAGEMENT AND OPERATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sundial, South Core, and Municipal Services parking facilities are the City’s three primary public parking facilities (the “Parking Facilities”); and

WHEREAS, the equipment currently installed in the Parking Facilities for garage revenue access control has reached the end of its useful life and is no longer supported by the original manufacturer, and the City desires to implement more modern and customer-friendly revenue control functions; and

WHEREAS, the Procurement & Supply Management Department issued RFP No. 6270 on April 11, 2017, to replace the garage revenue access control systems for the Parking Facilities; and

WHEREAS, May 11, 2017, the Procurement and Supply Management Department received three proposals in response to the RFP; and

WHEREAS, on June 2, 2017, an evaluation committee (Evan Mory, Candice Winter, Laura Hine and John Peake) evaluated the three proposals and shortlisted all three firms: (i) PSX Inc., of Tampa (“PSX”), (ii) Parking Guidance Systems LLC, and (iii) ParkingSoft LLC; and

WHEREAS, on June 20, 2017, the evaluation committee heard presentations from the three firms and ranked PSX as the top-ranked firm followed by ParkingSoft LLC as the second ranked firm and Parking Guidance Systems LLC as the third ranked firm to provide garage revenue access control systems for the Parking Facilities; and

WHEREAS, best and final offers were requested from the top two ranked firms and on July 6, 2017, the evaluation committee voted that negotiations commence with PSX; and

WHEREAS, PSX has met the specifications, terms and conditions of RFP No. 6270; and
WHEREAS, the Procurement & Supply Management Department, in cooperation with the Parking Management Department, recommends approval of the agreement with PSX; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Parking Management Department, also recommends execution of an agreement with Nationwide Payment Solutions, LLC, ("Nationwide Payments") to operate a credit card gateway that allows the new system to utilize the City's existing credit card processing vendor; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Parking Management Department, also recommends execution of an amendment to the City's existing agreement with the SP Plus Corporation ("SP+") for management and operation of the Parking Facilities as needed to accommodate installation of the new system.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, accepts the proposal and approves the award of an agreement with PSX to provide garage revenue and access and control systems for Sundial, South Core and Municipal Services Parking Facilities at a total cost not to exceed $640,000.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction, including (i) an agreement with Nationwide Payments to operate a credit card gateway for the new system, provided such agreement does not exceed the dollar threshold that requires City Council approval, and (ii) an amendment to the City's existing agreement with SP+ for management and operation of the Parking Facilities as needed to accommodate installation of the new system, provided that such amendment does not increase the fees due to SP+.

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: A resolution approving a supplemental appropriation in the amount of $621,810 from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573), to provide funding for post-disaster debris monitoring consulting services that are being provided by Tetra Tech, Inc. because of Hurricane Irma; and providing an effective date.

Explanation: On June 2, 2016, City Council approved a three-year agreement for post-disaster debris monitoring consulting services. The agreement has two, one-year renewal options.

On September 14, 2017, a notice to proceed and task order was issued for Tetra Tech, Inc. to provide post-disaster debris monitoring consulting services. On October 3, 2017, the City received the task order estimate from Tetra Tech, Inc. in the amount of $621,810 for such services that are being provided pursuant to the notice to proceed and agreement.

The consultant will provide post-disaster debris removal monitoring resulting from Hurricane Irma, including contractors' truckload weight, as well as size and type of debris removed to ensure full compliance with FEMA and environmental regulations. In addition, the consultant will provide disaster recovery technical support including assistance with documentation and funds recovery from the State of Florida and the FEMA Public Assistance Program, as applicable for eligible work.

The Procurement Department, in cooperation with the Parks & Recreation Department, recommends approval:

**Tetra Tech, Inc.......................................................... $621,810**

*Hurricane Irma*
Task Order No. 1 and Notice to Proceed $621,810

**Cost/Funding/Assessment Information:** Funding in the amount of $621,810 will be available after a supplemental appropriation in the amount of $621,810 to the Parks & Recreation Department (190-1573) from the unappropriated balance of the General Fund (0001).

Attachments: Resolution

Approvals:
RESOLUTION NO. 2017-

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $621,810 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE PARKS & RECREATION DEPARTMENT (190-1573), TO PROVIDE FUNDING FOR POST-DISASTER DEBRIS MONITORING CONSULTING SERVICES THAT ARE BEING PROVIDED BY TETRA TECH, INC. BECAUSE OF HURRICANE IRMA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Tetra Tech, Inc. ("Tetra") entered into a three-year agreement on September 9, 2016 for Tetra to provide post-disaster debris monitoring consulting services; and

WHEREAS, on September 14, 2017, during the declared state of emergency, the City issued a task order and notice to proceed for Tetra to provide post-disaster debris monitoring consulting services because of Hurricane Irma; and

WHEREAS, in accordance with Section 2-250, St. Petersburg City Code, Administration notified City Council of this task order; and

WHEREAS, funding for the services being provided by Tetra require a supplemental appropriation in the amount of $621,810 from the unappropriated balance of the General Fund to the Parks & Recreation Department; 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 there is hereby approved the following supplemental appropriation from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573) to provide funding for post-disaster debris monitoring consulting services that are being provided by Tetra Tech, Inc.:

| General Fund (001) | Parks & Recreation Department (190-1573) | $621,810 |

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)  
00343730

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

Subject: A resolution approving the first amendment to the architect/engineering agreement between the City of St. Petersburg, Florida, and Renker, Eich, Parks Architects, Inc. ("REPA") dated January 24, 2017 ("A/E") to expand the scope of services to include detailed design and construction administration for an amount not to exceed $489,843.36; providing that the total contract amount shall not exceed $557,578.86; authorizing the Mayor or his designee to execute the first amendment; and providing an effective date.

Explanation: On October 3, 2016, the Consultant Selection Committee selected Renker, Eich, Parks Architects, Inc. ("REPA") to perform professional architectural/engineering services for the planning, design, and construction of the Municipal Office Building Repair and Improvements Project (City Hall HVAC System and Roof).

On December 15, 2016, City Council approved an Architectural/Engineering Agreement between the City of St. Petersburg ("City") and REPA to provide professional basis of design services and a Report ("BODR") for the replacement of the City Hall HVAC system for an amount not to exceed $66,536. An additional $1,199.50 was administratively approved for reproduction services. The total fee for the BODR was $67,735.50.

On May 17, 2017, REPA delivered the BODR. Based on the life cycle costing analysis presented in the BODR, the City selected the Variable Air Volume with Electric Reheat design, which has an estimated 5.2-year payback and internal rate of return of 22.7 percent based on computer modeling.

Negotiations have been completed with REPA for the architectural/engineering professional design services agreement to support the HVAC and the roof that is to be replaced. The new negotiated A/E agreement includes the following phases and associated lump sum fees and costs:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Basis of Design Report (completed)</td>
<td>$67,735.50</td>
</tr>
<tr>
<td>2</td>
<td>Initial and General Design Services</td>
<td>$309,136.97</td>
</tr>
<tr>
<td>3</td>
<td>Permitting</td>
<td>$8,050.00</td>
</tr>
<tr>
<td>4</td>
<td>Bidding Assistance</td>
<td>$14,682.00</td>
</tr>
<tr>
<td>5</td>
<td>Construction Administration</td>
<td>$117,949.39</td>
</tr>
<tr>
<td></td>
<td>Owner's Design Contingency and Allowances</td>
<td>$29,845.00</td>
</tr>
<tr>
<td></td>
<td>Reimbursable Expense Allowance</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Proposed A/E Fee</strong></td>
<td><strong>$557,578.86</strong></td>
</tr>
</tbody>
</table>

Based on the above information, Administration recommends authorizing the Mayor, or his designee, to execute the amended and restated architectural/engineering professional design services agreement with Renker, Eich, Parks Architects, Inc. for the Municipal Office Building Repair and Improvements Project (City Hall HVAC System and Roof). (Engineering Project No. 16229-119, Oracle No. 14607).
Cost/Funding/Assessment Information: Funds have previously been appropriated in the Municipal Office Building Repairs and Improvement Project (14607).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND RENKER, EICH, PARKS ARCHITECTS, INC. DATED JANUARY 24, 2017 ("A/E") TO EXPAND THE SCOPE OF SERVICES TO INCLUDE DETAILED DESIGN AND CONSTRUCTION ADMINISTRATION FOR AN AMOUNT NOT TO EXCEED $489,843.36; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $557,578.86; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of St. Petersburg, Florida ("City") and Renker, Eich, Parks Architects, Inc. ("A/E") executed an architect/engineering agreement on January 24, 2017 ("Agreement") for A/E to provide basis of design services for the Municipal Office Building Repair and Improvements Project (City Hall HVAC System and Roof); and

WHEREAS, A/E has provided a basis of design report and been paid $67,735.50 for basis of design services; and

WHEREAS, the City and A/E desire to amend the Agreement to expand the scope of services to include detailed design and construction administration for an amount not to exceed $489,843.36.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the architect/engineering agreement between the City of St. Petersburg, Florida, and Renker, Eich, Parks Architects, Inc. dated January 24, 2017 ("A/E") to expand the scope of services to include detailed design and construction administration for an amount not to exceed $489,843.36 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $557,578.86.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the first amendment.

This resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
00343897
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with BWI Companies, Inc., Diamond R Fertilizer Co., Inc., Helena Chemical Company, Howard Fertilizer & Chemical Company Inc., and Winfield Solutions, LLC for herbicides, pesticides and related products, for the Parks and Recreation, Golf Courses, and Stormwater, Pavement and Traffic Departments, at a combined estimated annual cost of $150,000, for a total contract amount of $497,000.

Explanation: On November 7, 2014, the city awarded five, one-year agreements for herbicides, pesticides and related products, through December 31, 2015. The agreement has four, one-year renewal options. Administration approved the first renewal on November 20, 2015. City Council approval was not requested as the estimated annual renewal amounts did not meet the required $100,000 threshold. City Council approved the second renewal on September 22, 2016, as usage was forecasted to exceed the required threshold. This is the third renewal.

The vendors furnish and deliver herbicides, pesticides and related products such as Dursban 2E, Top Choice, Kerb SC, Aquathol Granular Super K, Sencor 75 T&O and bait and rat traps. These products are used to control weeds, rodents and pests.

The primary users of these agreements are the Parks and Recreation, Golf Courses, and Stormwater, Pavement and Traffic Departments.

The Procurement Department recommends for renewal:

Chemicals, Herbicides & Pesticides .......................................................... $150,000

BWI Companies, Inc. (Tallahassee)
Diamond R Fertilizer Co. (Ft. Pierce)
Helena Chemical Company (Plantation)
Howard Fertilizer & Chemical Company Inc. (Orlando)
Winfield Solutions, LLC (Plantation)

| Original agreement amount | $98,000 |
| 1st renewal                | 99,000  |
| 2nd renewal                | 150,000 |
| 3rd renewal                | 150,000 |
| Total contract amount      | $497,000 |

The vendors have agreed to renew under the same terms and conditions of RFQ No. 5578, dated October 15, 2014. Administration recommends renewal of these agreements based on the vendors’ past satisfactory performance, and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through December 31, 2018. Amounts paid to the vendors pursuant to the renewals shall not exceed a combined total of $150,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), the Golf Course Operating Fund (4061), the Supply Management Fund (5031), and the Stormwater Utility Operating Fund (4011).

Attachments: Bid Tabulation (4 pages)
Resolution

Approvals: [Signatures]
### City of St. Petersburg

**RFQ No. xxxx Annual Cooperative Agreement for Herbicides, Pesticides and Related Products**

**Procurement and Supply Management**

**Don Enge, CPPB**

**EAU for City of St. Petersburg Only.**

<table>
<thead>
<tr>
<th>Description</th>
<th>EAU</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
</table>

#### Group No. 1 - Fungicides

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2 Aquathol Granular Super K, 2.5 GAL Container EACH</td>
<td>1</td>
<td>NB</td>
</tr>
<tr>
<td>2.3 Banol, 1 GAL Container EACH</td>
<td>60</td>
<td>NB</td>
</tr>
<tr>
<td>2.4 Barricide 4FL, 1 GAL Container EACH</td>
<td>10</td>
<td>NB</td>
</tr>
<tr>
<td>2.5 Celsius WG, 10 OZ Bottle BOTTLE</td>
<td>64</td>
<td>NB</td>
</tr>
<tr>
<td>2.6 Certainty, 1.3 OZ Bottle BOTTLE</td>
<td>32</td>
<td>NB</td>
</tr>
<tr>
<td>2.7 AB Cutrine Plus (Applied Bio-Chem), 2.5 GAL Container EACH</td>
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<td>NB</td>
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#### Group No. 2 - Herbicides

<table>
<thead>
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<th>Product Description</th>
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<th>Ext. Price</th>
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<tr>
<td>2.2 Aquathol Granular Super K Liquid, 2.5 GAL Container EACH</td>
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<tr>
<td>2.3 Dacron Weatherstik, 2.5 GAL Container EACH</td>
<td>NB</td>
<td>NB</td>
</tr>
<tr>
<td>2.4 Dismiss Turf Herb, 6 OZ Bottle BOTTLE</td>
<td>3</td>
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<tr>
<td>2.5 Dismiss Southern Herb, 1 PINT Bottle BOTTLE</td>
<td>20</td>
<td>NB</td>
</tr>
<tr>
<td>2.6 Drive x8, 5 GAL Container EACH</td>
<td>2</td>
<td>NB</td>
</tr>
<tr>
<td>2.7 Element 3A, 2.5 GAL Container EACH</td>
<td>1</td>
<td>NB</td>
</tr>
<tr>
<td>2.8 Fusilade II T&amp;O, 1 QT Bottle BOTTLE</td>
<td>33</td>
<td>NB</td>
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<tr>
<td>2.9 Garlon 3A, 2.5 GAL Container EACH</td>
<td>4</td>
<td>NB</td>
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<tr>
<td>2.10 Kerb SC, 2.5 GAL Container EACH</td>
<td>4</td>
<td>NB</td>
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<tr>
<td>2.11 Knock Out (Syngenta), 2.5 GAL Container EACH</td>
<td>20</td>
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<tr>
<td>2.12 Mad Dog (Round Up generic), 2.5 GAL Container EACH</td>
<td>1</td>
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<tr>
<td>2.13 MetSulfonyl, 2 OZ Bottle BOTTLE</td>
<td>40</td>
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<tr>
<td>2.14 Revolver, 87 OZ Bottle BOTTLE</td>
<td>58</td>
<td>NB</td>
</tr>
<tr>
<td>2.15 Rodeo (Dow Agrosciences), 2.5 GAL Container EACH</td>
<td>16</td>
<td>NB</td>
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</table>

**Note:** All units are in NB (Not Bids) and Ext. Price is in dollars. EAU prices are for City of St. Petersburg Only. Group No. 1 and Group No. 2 products are listed separately, with their respective unit and extended prices.
### Quote Tabulation

**City of St. Petersburg**

**Procurement and Supply Management**

### Alligare LLC, Opelika, AL

<table>
<thead>
<tr>
<th>Description</th>
<th>EAU for City of St. Petersburg Only</th>
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<tbody>
<tr>
<td>2.27 Round Pro Max, 2.5 GAL Container EACH</td>
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<tr>
<td>2.28 Sencor 75 T&amp;O, 5 LB Container EACH</td>
<td>48</td>
</tr>
<tr>
<td>2.29 Sedgehammer, 1.3 OZ Bottle BOTTLE</td>
<td>6</td>
</tr>
<tr>
<td>2.30 Solitaire 75 WG, 1 LB Container EACH</td>
<td>22</td>
</tr>
<tr>
<td>2.31 Sonar AS, 1 QT Bottle BOTTLE</td>
<td>16</td>
</tr>
<tr>
<td>2.32 Sonar PR, 30 LB Pail PAIL</td>
<td>2</td>
</tr>
<tr>
<td>2.33 Tribute (Reward generic), 2.5 GAL Container EACH</td>
<td>86</td>
</tr>
<tr>
<td>2.34 Trimec Classic, 2.5 GAL Container EACH</td>
<td>16</td>
</tr>
<tr>
<td>2.35 Trimec Southern, 2.5 GAL Container EACH</td>
<td>16</td>
</tr>
<tr>
<td>2.36 Tribute, 6 OZ Bottle BOTTLE</td>
<td>20</td>
</tr>
<tr>
<td>2.37 Tenacity, 1 GAL Container EACH</td>
<td>10</td>
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### BWI Companies, Inc., Plymouth, FL

<table>
<thead>
<tr>
<th>Description</th>
<th>EAU for City of St. Petersburg Only</th>
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</thead>
<tbody>
<tr>
<td>3.1 Dunbar 2E, 2.5 GAL Container EACH</td>
<td>8</td>
</tr>
<tr>
<td>3.2 Top Choice, 50 LB Bag BAG</td>
<td>285</td>
</tr>
<tr>
<td>3.3 Advion, Granular, 25 LB Bag BAG</td>
<td>80</td>
</tr>
<tr>
<td>3.4 Aspects 97UP, 10 LB Bag BAG</td>
<td>30</td>
</tr>
<tr>
<td>3.5 Ampro Pro Fire Ant, 25 LB Bag BAG</td>
<td>22</td>
</tr>
<tr>
<td>3.6 Bait Station, Rats, 6/CS Package PACKAGE</td>
<td>1</td>
</tr>
<tr>
<td>3.7 Carbaryl 4L, 2.5 GAL Container EACH</td>
<td>8</td>
</tr>
<tr>
<td>3.8 Durban, 1% Mole Cricket Bait, 50 LB Bag BAG</td>
<td>120</td>
</tr>
<tr>
<td>3.9 J.T. Eaton ACS90 Rodenticide Container, 5 GAL Container EACH</td>
<td>1</td>
</tr>
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</table>

### Diamond R. Fertilizer Co., Inc., Ft. Pierce, FL

<table>
<thead>
<tr>
<th>Description</th>
<th>EAU for City of St. Petersburg Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 DeFoamer, 1 QT Bottle BOTTLE</td>
<td>10</td>
</tr>
<tr>
<td>4.2 Profoam Platinum, 2.5 GAL Container EACH</td>
<td>8</td>
</tr>
<tr>
<td>4.3 Impel Basil Oil, 11.25 GAL Drum DRUM</td>
<td>14</td>
</tr>
<tr>
<td>4.4 JLB Improved Plus Basal Oil, 2.5 GAL Container EACH</td>
<td>1</td>
</tr>
<tr>
<td>4.5 Blue Dye Indicator, 2.5 GAL Container EACH</td>
<td>88</td>
</tr>
<tr>
<td>4.6 Sinker, 2.5 GAL Container EACH</td>
<td>4</td>
</tr>
<tr>
<td>4.7 Primo Max, 1 GAL Container EACH</td>
<td>10</td>
</tr>
<tr>
<td>4.8 Inlet, 2.5 GAL Container EACH</td>
<td>24</td>
</tr>
<tr>
<td>4.9 Nonionic Spreader Sticker, 1 GAL Container EACH</td>
<td>95</td>
</tr>
<tr>
<td>4.10 RSI NIS Active Spreader/Sticker, 2.5 GAL Container EACH</td>
<td>8</td>
</tr>
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</table>

### Harrells Fertilizer, Inc., Lithia, FL

<table>
<thead>
<tr>
<th>Description</th>
<th>EAU for City of St. Petersburg Only</th>
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</thead>
<tbody>
<tr>
<td>5.1 DeFoamer, 1 QT Bottle BOTTLE</td>
<td>10</td>
</tr>
<tr>
<td>5.2 Profoam Platinum, 2.5 GAL Container EACH</td>
<td>8</td>
</tr>
<tr>
<td>5.3 Impel Basil Oil, 11.25 GAL Drum DRUM</td>
<td>14</td>
</tr>
<tr>
<td>5.4 JLB Improved Plus Basal Oil, 2.5 GAL Container EACH</td>
<td>1</td>
</tr>
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<td>88</td>
</tr>
<tr>
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<tr>
<td>5.9 Nonionic Spreader Sticker, 1 GAL Container EACH</td>
<td>95</td>
</tr>
<tr>
<td>5.10 RSI NIS Active Spreader/Sticker, 2.5 GAL Container EACH</td>
<td>8</td>
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### Helena Chemical Co., Okeechobee, FL

<table>
<thead>
<tr>
<th>Description</th>
<th>EAU for City of St. Petersburg Only</th>
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</thead>
<tbody>
<tr>
<td>6.1 DeFoamer, 1 QT Bottle BOTTLE</td>
<td>10</td>
</tr>
<tr>
<td>6.2 Profoam Platinum, 2.5 GAL Container EACH</td>
<td>8</td>
</tr>
<tr>
<td>6.3 Impel Basil Oil, 11.25 GAL Drum DRUM</td>
<td>14</td>
</tr>
<tr>
<td>6.4 JLB Improved Plus Basal Oil, 2.5 GAL Container EACH</td>
<td>1</td>
</tr>
<tr>
<td>6.5 Blue Dye Indicator, 2.5 GAL Container EACH</td>
<td>88</td>
</tr>
<tr>
<td>6.6 Sinker, 2.5 GAL Container EACH</td>
<td>4</td>
</tr>
<tr>
<td>6.7 Primo Max, 1 GAL Container EACH</td>
<td>10</td>
</tr>
<tr>
<td>6.8 Inlet, 2.5 GAL Container EACH</td>
<td>24</td>
</tr>
<tr>
<td>6.9 Nonionic Spreader Sticker, 1 GAL Container EACH</td>
<td>95</td>
</tr>
<tr>
<td>6.10 RSI NIS Active Spreader/Sticker, 2.5 GAL Container EACH</td>
<td>8</td>
</tr>
</tbody>
</table>

### Procurement and Supply Management

#### Terms: Net-3D Days

<table>
<thead>
<tr>
<th>City of St. Petersburg</th>
<th>Award Amount but not Agreed Amount:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Award: 0.0  Award: 12,757.20 Award: 22,159.92 Award: 0.0  Award: 15,424.62</td>
</tr>
<tr>
<td></td>
<td>Total Amount to be less than $100,000: Agreed: 9,000.00 Agreed 15,000.00 Agreed: 9,000.00</td>
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**Pending Award**
<table>
<thead>
<tr>
<th>Delivery</th>
<th>Description</th>
<th>Unit Ext.</th>
<th>Unit Price</th>
<th>Price</th>
<th>EAU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orlando, FL</td>
<td>Howard Fertilizer &amp; Chemical Company</td>
<td>10</td>
<td>210.00</td>
<td>2,100.00</td>
<td>210.00</td>
</tr>
<tr>
<td>Largo, FL</td>
<td>John Deere Landscapes, Inc.</td>
<td>20</td>
<td>210.00</td>
<td>2,100.00</td>
<td>210.00</td>
</tr>
<tr>
<td>Shreveport, LA</td>
<td>Red River Specialties, Inc.</td>
<td>50</td>
<td>80.00</td>
<td>8,000.00</td>
<td>8,000.00</td>
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<tr>
<td>Largo, FL</td>
<td>Southern Agricultural Insecticides</td>
<td>14</td>
<td>142.00</td>
<td>1,420.00</td>
<td>1,420.00</td>
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<tr>
<td>Plant City, FL</td>
<td>Univar USA, Inc.</td>
<td>7</td>
<td>143.37</td>
<td>3,154.14</td>
<td>3,154.14</td>
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<td></td>
<td>Winfield Solutions LLC</td>
<td>7</td>
<td>168.96</td>
<td>11,151.36</td>
<td>11,151.36</td>
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**Group No. 1 - Fungicides**

<table>
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<tr>
<th>Delivery</th>
<th>Description</th>
<th>Unit Ext.</th>
<th>Unit Price</th>
<th>Price</th>
<th>EAU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orlando, FL</td>
<td>Clear's Affirm WDG</td>
<td>10</td>
<td>210.00</td>
<td>2,100.00</td>
<td>2,100.00</td>
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<tr>
<td>PLANT CITY, FL</td>
<td>Megaphone 4F70</td>
<td>10</td>
<td>210.00</td>
<td>2,100.00</td>
<td>2,100.00</td>
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<tr>
<td>LARGO, FL</td>
<td>Contour 5W</td>
<td>10</td>
<td>210.00</td>
<td>2,100.00</td>
<td>2,100.00</td>
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<tr>
<td>TAMPANIA, FL</td>
<td>ProAct Plus</td>
<td>10</td>
<td>210.00</td>
<td>2,100.00</td>
<td>2,100.00</td>
</tr>
<tr>
<td>TAMPANIA, FL</td>
<td>T-Max 25W</td>
<td>10</td>
<td>210.00</td>
<td>2,100.00</td>
<td>2,100.00</td>
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<tr>
<td>PLANT CITY, FL</td>
<td>Talon 5W</td>
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<td>210.00</td>
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<td>2,100.00</td>
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<td>PLANT CITY, FL</td>
<td>T-Max 25W</td>
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<td>2,100.00</td>
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<td>T-Max 25W</td>
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**Group No. 2 - Herbicides**

<table>
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<th>Price</th>
<th>EAU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orlando, FL</td>
<td>Aquathol Granular Super K</td>
<td>20</td>
<td>5.00</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>PLANT CITY, FL</td>
<td>Excelon 5X</td>
<td>20</td>
<td>5.00</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>TAMPANIA, FL</td>
<td>ProStar 70DG</td>
<td>20</td>
<td>5.00</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>PLANT CITY, FL</td>
<td>ProStar 70DG</td>
<td>20</td>
<td>5.00</td>
<td>100.00</td>
<td>100.00</td>
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<tr>
<td>PLANT CITY, FL</td>
<td>ProStar 70DG</td>
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<td>ProStar 70DG</td>
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<td>ProStar 70DG</td>
<td>20</td>
<td>5.00</td>
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<td>ProStar 70DG</td>
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<td>20</td>
<td>5.00</td>
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Pending Award
<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Ext.</th>
<th>Price</th>
<th>Terms</th>
<th>Delivery</th>
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</thead>
<tbody>
<tr>
<td>2.27 Round Pro Max, 2.5 GAL Container EACH</td>
<td>16,992.00</td>
<td>2 Days</td>
<td>Net-30 Days</td>
<td></td>
</tr>
<tr>
<td>2.28 Seescort T&amp;O, 1 2.5 LTR Bottle EACH</td>
<td>20,872.00</td>
<td>2 Days</td>
<td>Net-30 Days</td>
<td></td>
</tr>
<tr>
<td>2.29 Srinath, 3 1.25 LTR Bottle EACH</td>
<td>20,012.00</td>
<td>2 Days</td>
<td>Net-30 Days</td>
<td></td>
</tr>
<tr>
<td>2.30 Sonal, 11 1.0 LTR Bottle EACH</td>
<td>12,880.00</td>
<td>2 Days</td>
<td>Net-30 Days</td>
<td></td>
</tr>
<tr>
<td>2.45 Round Pro Max, 2.5 GAL Container EACH</td>
<td>16,992.00</td>
<td>2 Days</td>
<td>Net-30 Days</td>
<td></td>
</tr>
<tr>
<td>2.46 Seescort T&amp;O, 1 2.5 LTR Bottle EACH</td>
<td>20,872.00</td>
<td>2 Days</td>
<td>Net-30 Days</td>
<td></td>
</tr>
<tr>
<td>2.51 Srinath, 3 1.25 LTR Bottle EACH</td>
<td>20,012.00</td>
<td>2 Days</td>
<td>Net-30 Days</td>
<td></td>
</tr>
<tr>
<td>2.52 Sonal, 11 1.0 LTR Bottle EACH</td>
<td>12,880.00</td>
<td>2 Days</td>
<td>Net-30 Days</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** 1,064,400.00
A RESOLUTION APPROVING THE THIRD ONE-YEAR RENEWAL OPTION OF THE BLANKET AGREEMENTS FOR THE PURCHASE OF HERBICIDES, PESTICIDES AND RELATED PRODUCTS FROM BWI COMPANIES, INC., DIAMOND R FERTILIZER CO., INC., HELENA CHEMICAL COMPANY, HOWARD FERTILIZER & CHEMICAL COMPANY, INC., AND WINFIELD SOLUTIONS, LLC FOR THE PARKS AND RECREATION, GOLF COURSES, AND STORMWATER, PAVEMENT AND TRAFFIC DEPARTMENTS AT AN ESTIMATED COMBINED COST NOT TO EXCEED $150,000 FOR THE ENTIRE THIRD RENEWAL TERM; PROVIDING THAT THE TOTAL AMOUNT (INITIAL AND RENEWAL TERMS) FOR THESE AGREEMENTS SHALL NOT EXCEED $497,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 7, 2014, City Council approved the award of five, one-year agreements with BWI Companies, Inc., Diamond R Fertilizer Co., Inc., Helena Chemical Company, Howard Fertilizer & Chemical Company, Inc., and Winfield Solutions, LLC (“Vendors”) for the purchase of herbicides, pesticides and related products for the Parks and Recreation, Golf Courses, and Stormwater, Pavement and Traffic Departments pursuant to RFQ No. 5578, dated August 15, 2014; and

WHEREAS, the City desires to exercise the third one-year renewal option at an estimated cost of $150,000 for the renewal term, effective through December 31, 2018; and

WHEREAS, the Vendors have agreed to hold prices firm under the terms and conditions of the agreements; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Parks and Recreation, Golf Courses, and Stormwater, Pavement and Traffic Departments, recommends approval of these renewals.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, the third one-year renewal option of the blanket agreements for the purchase of herbicides, pesticides and related products from BWI Companies, Inc., Diamond R Fertilizer Co., Inc., Helena Chemical Company, Howard Fertilizer & Chemical Company, Inc., and Winfield Solutions, LLC for the Parks and Recreation, Golf Courses, and Stormwater, Pavement and Traffic Departments at an estimated cost not to exceed $150,000 for the entire third renewal term; providing that the total amount (initial and renewal term) for these agreements shall not exceed $497,000 are hereby approved.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
00343435
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a bid from Rowland, Inc. in the amount of $362,211.15 for the 34th Avenue Northeast, Poplar Street Storm Drainage Improvements, (Engineering Project No. 16017-110, Oracle Project No. 15076 & 15632).

Explanation: The Procurement Department received four bids for the 34th Avenue Northeast, Poplar Street Storm Drainage Improvements Project. The bids were opened on August 29, 2017, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rowland, Inc. (Pinellas Park, FL)</td>
<td>$362,211.15</td>
</tr>
<tr>
<td>Steve's Excavating &amp; Paving, Inc. (Clearwater, FL)</td>
<td>$421,165.40</td>
</tr>
<tr>
<td>All American Concrete, Inc. (Largo, FL)</td>
<td>$442,618.00</td>
</tr>
<tr>
<td>Kamminga &amp; Roodvoets, Inc. (Tampa, FL)</td>
<td>$462,999.00</td>
</tr>
</tbody>
</table>

The contractor will provide all labor, materials, and equipment necessary for the construction of the following approximate quantities: 64 LF (linear feet) of 30" RCP (reinforced concrete pipe); 144 LF (linear feet) of ERCP (elliptical concrete pipe) ranging in size from 14" x 23" to 24" x 38"; 1 manhole; 3 catch basins; one baffle box; 30" check valve; temporary coffer dam; endwall penetration; splash pad; 48 LF of 12" pressure pipe, restoration of 300 SY (square yards) of roadways; 250 LF of curbing; reclaimed water main adjustment; and 5,000 SF (square feet) of sodding.

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

Rowland, Inc. (Pinellas Park, FL) $362,211.15

Rowland, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6607. Rowland, Inc. has satisfactorily performed similar work for the City of St. Petersburg, the City of Clearwater and the City of Indian Rocks Beach. Rowland, Inc. is currently under contract with the City of St. Petersburg for the Sanitary Sewer Manhole Rehabilitation – FY-17 Project in the amount of $440,000.00. Principals of the firm are Kevin Rowland, president; Kenneth Rowland, vice president; and Richard Mansfield, Jr, vice president.

The contractor will begin work approximately ten (10) days from Notice to Proceed and is scheduled to complete the work within two hundred ten (210) consecutive calendar days thereafter.

A SWFWMD Cooperative Funding Agreement, approved by City Council on April 6, 2017, provides for reimbursement of 50% of certain eligible project construction items including piping and appurtenances from the baffle box north to the canal south of Crisp Park, not to exceed $85,000.00.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Neighborhood & Citywide Infrastructure CIP Fund (3027) and the Stormwater Drainage Capital Projects Fund (4013), Stormwater Vaults FY16 Project (15076) and the Minor Storm Drainage FY17 Project (15632).

Attachments: Map
Resolution

Approvals:

Administrative

Budget
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO ROWLAND INC. FOR THE 34TH AVENUE NORTHEAST, POPLAR STREET STORM DRAINAGE IMPROVEMENTS FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $362,211.15; 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 four (4) bids for the 34th Avenue Northeast, Poplar Street Storm Drainage Improvements; and

WHEREAS, Rowland Inc. has met the specifications, terms and conditions of Bid No. 6607, dated August 2, 2017; and

WHEREAS, funds needed for this project are available in the Neighborhood & Citywide Infrastructure CIP Fund (3027), and the Stormwater Drainage Capital Projects Fund (4013); and

WHEREAS, 50% of the funding will be reimbursed for certain eligible project construction items (not to exceed $85,000) due to a SWFWMD Cooperative Funding Agreement approved by City Counsel on April 6, 2017; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements 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 an agreement to Rowland, Inc. for the 34th Avenue Northeast, Poplar Street Storm Drainage Improvements at a total contract amount not to exceed $362,211.15 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)
00343476
To: The Honorable Darden Rice, Chair, and Members of City Council

Subject: Accepting a bid from Corus Group, LLC for Pure FlashArray Data Storage Appliance for the Technology Services Department (DoTS) and Water Resources Data Center at a total cost of $183,072.

Explanation: The Procurement Department received one bid to furnish, install, and provide two years of Gold Product Support for a Pure FlashArray Data Storage system.

The City's Technology Services Department (DoTS) provides enterprise support to the City's storage environment. DoTS has previously piloted and purchased a Pure Storage FlashArray and this purchase will provide the planned expansion to support the City's current and future data storage requirements for critical business systems.

The Procurement Department, in cooperation with the Technology Services and Water Resources departments, recommends acceptance of the proposal from:

Corus Group, LLC..............$183,072

The vendor has met the specifications and requirements of IFB No. 6675, dated October, 19, 2017.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology Services Fund (5011), Department of Technology Services, Computer Operations (850-2561), and in the Water Resources Capital Project Fund (4003), ASM SAN Storage FY18 Project (16332).

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO CORUS GROUP, LLC FOR PURE FLASHARRAY DATA STORAGE APPLIANCE SERVICES IN AN AMOUNT NOT TO EXCEED $183,072; 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 one (1) bid to furnish, install, and provide two years of enterprise Gold Product Support for a Pure FlashArray Data Storage System for the Department of Technology Services pursuant to IFB No. 6675, dated October 19, 2017; and

WHEREAS, Corus Group, LLC has met the specifications, terms and conditions of IFB No. 6675; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Department of Technology Services 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 an agreement to Corus Group, LLC for Pure Flasharray Data Storage Appliance in an amount not to exceed $183,072 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)

00344051
TO: The Honorable Darden Rice, Chair and Members of City Council

SUBJECT: A resolution correcting the legal description contained in the previously approved Resolution No. 2017-266, that authorizes the Mayor, or his designee, to sell the property located adjacent to 307 Brightwaters Boulevard N.E., St. Petersburg, Property Identification No. 08-31-17-83322-000-1810, to Kevin R. Semcken; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate & Property Management ("REPM") received a letter dated September 30, 2016 from Kevin R. Semcken ("Buyer"), the property owner of 307 Brightwaters Boulevard N.E., St. Petersburg ("307 Brightwaters") requesting to purchase the City-owned parcel located adjacent to 307 Brightwaters, Property Identification No. 08-31-17-83322-000-1810 ("Property") from the City.

On May 4, 2017, City Council approved Resolution No. 2017-266 authorizing the Mayor, or his designee, to sell the Property to the Buyer ("Original Resolution"). The Original Resolution legally described the Property using the description found in the Pinellas County Property Appraiser records, as follows:

SNELL ISLE BRIGHTWATERS SECTION 1 REPLAT, Lot B, per Deed Book 983, Page 279, of the Public Records of Pinellas County, Florida.

Subsequent to the approval of the Original Resolution, while preparing the deed to convey the Property from the City to the Buyer, it was discovered that the Property was conveyed to the City in August 1944 from Snell Isle, Inc. via a deed legally describing the Property as follows:

Lot B, Brightwaters Section No. 1 of Snell Isle, as recorded in Plat Book 13 Page 49, of the Public Records of Pinellas County, Florida.

While the legal description used in the Original Resolution is accurate as reported by Pinellas County, best practices of REPM are to use the same legal description found in the deed conveying the Property to the City in the deed conveying the Property to the Buyer to ensure clarity in the conveyance.

The remainder of the Original Resolution will be unchanged and remain in effect.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution correcting the legal description contained in the previously approved Resolution No. 2017-266, that authorizes the Mayor, or his designee, to sell the property located adjacent to 307 Brightwaters Boulevard N.E., St. Petersburg, Property Identification No. 08-31-17-83322-000-1810, to Kevin R. Semcken; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVALS: Administration: 

Budget: N/A

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

Legal: 00342461.docv1
Resolution No. 2017 - _______

A RESOLUTION CORRECTING THE LEGAL DESCRIPTION CONTAINED IN THE PREVIOUSLY APPROVED RESOLUTION NO. 2017-266, THAT AUTHORIZES THE MAYOR, OR HIS DESIGNEE, TO SELL THE PROPERTY LOCATED ADJACENT TO 307 BRIGHTWATERS BOULEVARD N.E., ST. PETERSBURG, PROPERTY IDENTIFICATION NO. 08-31-17-83322-000-1810, TO KEVIN R. SEMCKEN; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management ("REPM") received a letter dated September 30, 2016 from Kevin R. Semcken ("Buyer"), the property owner of 307 Brightwaters Boulevard N.E., St. Petersburg ("307 Brightwaters") requesting to purchase the City-owned parcel located adjacent to 307 Brightwaters, Property Identification No. 08-31-17-83322-000-1810 ("Property") from the City; and

WHEREAS, on May 4, 2017 City Council approved Resolution No. 2017-266 authorizing the Mayor, or his designee, to sell the Property to the Buyer, ("Original Resolution"); and

WHEREAS, the Original Resolution legally described the Property using the description found in the Pinellas County Property Appraiser records, as follows:

SNELL ISLE BRIGHTWATERS SECTION 1 REPLAT, Lot B, per Deed Book 983, Page 279, of the Public Records of Pinellas County, Florida; and

WHEREAS, subsequent to the approval of the Original Resolution, while preparing the deed to convey the Property from the City to the Buyer, it was discovered that the Property was conveyed to the City in August 1944 from Snell Isle, Inc. via a deed legally describing the Property as follows:

Lot B, Brightwaters Section No. 1 of Snell Isle, as recorded in Plat Book 13 Page 49, of the Public Records of Pinellas County, Florida; and

WHEREAS, while the legal description used in the Original Resolution is accurate as reported by Pinellas County, best practices of REPM are to use the same legal description found in the deed conveying the Property to the City in the deed conveying the Property to the Buyer to ensure clarity in the conveyance; and
WHEREAS, the remainder of the Original Resolution will be unchanged and remain in effect.

NOW THEREFORE, BE IT RESOLVED that the legal description of the Original Resolution be corrected to read as follows:

Lot B, Brightwaters Section No. 1 of Snell Isle, as recorded in Plat Book 13 Page 49, of the Public Records of Pinellas County, Florida; and

BE IT FURTHER RESOLVED that the remainder of the Original Resolution is unchanged and remains in effect.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

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 License Agreement with The Civil Air Patrol, a Congressionally chartered non-profit federal corporation and the civilian Auxiliary of the United States Air Force, for use of a portion of property located at approximately 579 Eighth Avenue S.E., St. Petersburg, within Albert Whitted Airport for a period of three (3) years at an aggregate rent of $36.00; 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: The Airport Manager requested Real Estate & Property Management Department to negotiate a new license agreement, with The Civil Air Patrol ("CAP"), a Congressionally chartered non-profit federal corporation, which is the civilian auxiliary of the United States Air Force. Since August 23, 1984, CAP has utilized a portion of Albert Whitted Airport ("Airport") land to situate a modular building and other ancillary improvements constructed for CAP area operations, located at approximately 579 Eighth Avenue S.E., St. Petersburg (collectively, "Premises"), on a month-to-month tenancy at its sole cost and expense. The Premises, depicted in the attached illustration, are generally located to the northwest of the Albert Whitted Waste Water Treatment Plant.

The United States Civil Air Patrol was established December 1, 1941, as a private, non-profit organization and incorporated by the United States Congress on July 1, 1946, to serve three primary missions: (1) Emergency Services including air/ground search and rescue, disaster relief, and civil defense, as well as cooperation with and assistance to other emergency service agencies; (2) Aerospace Education programs providing members and the community information about aviation and space activities; and (3) Cadet Programs designed to inspire the country's youth to become leaders and good American citizens.

Locally, CAP consists of the Pinellas Senior Squadron SER-FL-182 comprised of senior adult members, and the St. Petersburg Cadet Squadron SER-FL-066 consisting primarily of cadets (12-21 years old), including a senior staff member (18 years old and older) performing the tactical application of Aerospace Education and Cadet Programs.

CAP has executed a new License Agreement ("License"), for a period of three (3) years ("Term") for an aggregate rent of Thirty-six dollars ($36.00), subject to City Council approval. CAP shall continue its use of the Premises to serve as base operations for the Civil Air Patrol Pinellas Senior Squadron SER-FL-182 and the St. Petersburg Cadet Squadron SER-FL-066. CAP will be responsible for payment of all costs associated with its use of the Premises including, but not
limited to, utilities, applicable taxes, security and maintenance of the Premises. Additionally, CAP will maintain a commercial general liability insurance policy in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of CAP's use of the Premises. The License may be terminated without cause by either party with sixty (60) days written notice prior to the scheduled date of termination. The City is under no obligation to provide a replacement facility under any circumstances.

This License is in compliance with Section 1.02(c)(4)A.1, of the City Charter, which permits the leasing of property at the Airport for a term not to exceed twenty-five (25) years with an affirmative vote of at least six (6) members of City Council. This property is zoned IT (Industrial Traditional).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with The Civil Air Patrol, a Congressionally chartered non-profit federal corporation and the civilian Auxiliary of the United States Air Force, for use of a portion of property located at approximately 579 Eighth Avenue S.E., St. Petersburg, within Albert Whitted Airport for a period of three (3) years at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustrations and Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: (As to consistency w/attached legal documents) Legal: 00343033.doc v1
Resolution No. 2017 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE CIVIL AIR PATROL, A CONGRESSIONALLY CHARTERED NON-PROFIT FEDERAL CORPORATION AND THE CIVILIAN AUXILIARY OF THE UNITED STATES AIR FORCE, FOR USE OF A PORTION OF PROPERTY LOCATED AT APPROXIMATELY 579 EIGHTH AVENUE S.E., ST. PETERSBURG, WITHIN ALBERT WHITTED AIRPORT FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE RENT OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") owns and operates Albert Whitted Airport ("Airport") in St. Petersburg, Florida; and

WHEREAS, the Airport Manager requested Real Estate & Property Management Department to negotiate a new license agreement, with The Civil Air Patrol ("CAP"), a Congressionally chartered non-profit federal corporation, which is the civilian auxiliary of the United States Air Force; and

WHEREAS, since August 23, 1984, CAP has utilized a portion of the Airport land to situate a modular building and other ancillary improvements constructed for CAP area operations, located at approximately 579 Eighth Avenue S.E., St. Petersburg (collectively, "Premises"), on a month-to-month tenancy at its sole cost and expense; and

WHEREAS, the Premises are generally located to the northwest of the Albert Whitted Waste Water Treatment Plant; and

WHEREAS, CAP has executed a new License Agreement ("License"), for a period of three (3) years ("Term") for an aggregate rent of Thirty-six dollars ($36.00), subject to City Council approval; and

WHEREAS, CAP shall continue its use of the Premises to serve as base operations for the Civil Air Patrol Pinellas Senior Squadron SER-FL-182 and the St. Petersburg Cadet Squadron SER-FL-066; and
WHEREAS, CAP will be responsible for payment of all costs associated with its use of the Premises including, but not limited to, utilities, applicable taxes, security and maintenance of the Premises; and

WHEREAS, CAP will maintain a commercial general liability insurance policy in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of CAP’s use of the Premises; and

WHEREAS, the License may be terminated without cause by either party with sixty (60) days written notice prior to the scheduled date of termination; and

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

WHEREAS, the License is in compliance with Section 1.02(c)(4)A.1, of the City Charter, which permits the leasing of property at the Airport for a term not to exceed twenty-five (25) years with 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 authorized to execute a License Agreement with The Civil Air Patrol, a Congressionally chartered non-profit federal corporation and the civilian Auxiliary of the United States Air Force, for use of a portion of property located at approximately 579 Eighth Avenue S.E., St. Petersburg, within Albert Whitted Airport for a period of three (3) years at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

APPROVED BY:

City Attorney (Designee)
Clay D. Smith, Director
Downtown Enterprise Facilities

APPROVED BY:

Alfred Wendler, Acting Director
Real Estate & Property Management

CM 171019 – 2 License - Civil Air Patrol @ Albert Whitted Airport (L-6660) 00343033
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 The Deuces Live, Inc., a Florida non-profit corporation, for use of two (2) unimproved City-owned parcels located within the 22nd Street South Business District at approximately 844 & 850 – 22nd Street South, St. Petersburg, Florida, for the staging of vendors while hosting various community events, at a nominal use fee of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management received a request on June 30, 2017 from The Deuces Live, Inc., a Florida non-profit corporation, to use two (2) unimproved City-owned parcels located at approximately 844 & 850 – 22nd Street South, St. Petersburg ("Property"), to provide vendor staging within the 22nd Street South Business District while hosting its 2nd Annual "Soul on the Deuces" Block Party on October 28, 2017, community book/health awareness fairs, market venue and athletic registration events. The Property has dimensions of 120 ft. x 121.5 ft. and is zoned CCT-1 (Corridor Commercial Traditional).

The Property is legally described as follows:

Lots 64 thru 66, SMITH'S, S.V. REVISED
Pinellas County Parcel I. D. Nos.: 25/31/16/83142/000/0640
25/31/16/83142/000/0650

The Licensee has executed a License Agreement ("License") for a term of one (1) year, subject to City Council approval. The Licensee shall pay a nominal fee of $36.00, plus applicable sales tax, to the City for the License. The Licensee shall on occasion collaborate with various non-profit organizations to plan scheduled events to include, but not be limited to, community book/health awareness fairs, a market venue and athletic registration events ("Scheduled Event(s)") throughout the Term and provide the City with a written request not less than fifteen (15) days prior to each Scheduled Event, which the City may approve in its sole discretion. The Licensee’s use of the Property shall not extend beyond 8:00 p.m. on the date of use for any of the Scheduled Events. 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 the License. The License may be terminated by the City in the event that the City has accepted a proposal to sell the Property by giving thirty (30) days written notice to the Licensee prior to any of the Scheduled Event dates mentioned herein.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with Deuces Live, Inc., a Florida non-profit corporation, for use of two (2) unimproved City-owned parcels located within the 22nd Street South Business District at approximately 844 & 850 – 22nd Street South, St. Petersburg, Florida, for the staging of vendors while hosting various community events, at a nominal use fee of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: June 30, 2017 Request, Illustration and Resolution

APPROVALS: Administration: 

Budget: N/A 

Legal: 

(As to consistency w/attached legal documents) 
Legal: 00343018.docv2
Legal Description: Lots 64 thru 66, SMITH'S, S.V. REVISED SUBDIVISION
Approx. Street Address: 844 & 850 – 22nd Street South, St. Petersburg
Pinellas County Parcel I.D. Nos.: 25/31/16/83142/000/0640 & 25/31/16/83142/000/0650
June 30, 2017

City of St. Petersburg
ATTN: Bruce Grimes, Director
Real Estate & Property Management
P.O. Box 2842
St. Petersburg, FL 33731-2842

RE: Usage Agreement for vacant lot on the corner of 9th Avenue and 22nd Street Sth

Dear Mr. Grimes:

The Deuces Live Main Street is seeking to use the above referenced lot on October 28, 2017 for its' second Soul on the Deuces Block Party.

In addition to the use on October 28, 2017, the Deuces Live Main Street would like to have access to the lot, on a monthly basis, to host community book, health, retail and athletic fairs. The Deuces Live has a variety of non profit partners and seeks to hold monthly “pop-up” events concluding no later than 8 pm.

If we need to provide any further information, please contact me.

Sincerely,

Veatrice Farrell

Veatrice Farrell, Program Manager
Resolution No. 2017 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH DEUCES LIVE, INC., A FLORIDA NON-PROFIT CORPORATION, FOR USE OF TWO (2) UNIMPROVED CITY-OWNED PARCELS LOCATED WITHIN THE 22ND STREET SOUTH BUSINESS DISTRICT AT APPROXIMATELY 844 & 850 - 22ND STREET SOUTH, ST. PETERSBURG, FLORIDA, FOR THE STAGING OF VENDORS WHILE HOSTING VARIOUS COMMUNITY EVENTS, AT A NOMINAL USE FEE OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management received a request on June 30, 2017 from The Deuces Live, Inc., a Florida non-profit corporation, to use two (2) unimproved City-owned parcels located at approximately 844 & 850 - 22nd Street South, St. Petersburg ("Property"), to provide vendor staging within the 22nd Street South Business District while hosting its 2nd Annual "Soul on the Deuces" Block Party on October 28, 2017, community book/health awareness fairs, market venue and athletic registration events; and

WHEREAS, the Property is legally described as follows:

Lots 64 thru 66, SMITH'S, S.V. REVISED
Pinellas County Parcel I. D. Nos.: 25/31/16/83142/000/0640
25/31/16/83142/000/0650; and

WHEREAS, the Property has dimensions of 120 ft. x 121.5 ft. and is zoned CCT-1 (Corridor Commercial Traditional); and

WHEREAS, the Licensee has executed a License Agreement ("License") for a term of one (1) year, subject to City Council approval; and

WHEREAS, the Licensee shall pay a nominal fee of $36.00, plus applicable sales taxes, to the City for the License; 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 on occasion collaborate with various non-profit organizations to plan scheduled events to include, but not be limited to, community book/health awareness fairs, a market venue and athletic registration events ("Scheduled Event(s)") throughout the Term and provide the City with a written request not less than fifteen (15) days prior to each Scheduled Event, which the City may approve in its sole discretion; and

WHEREAS, the Licensee’s use of the Property shall not extend beyond 8:00 p.m. on any date of use or for any of the Scheduled Events; and

WHEREAS, the License requires the Licensee to 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 the License; and

WHEREAS, the License may be terminated by the City in the event that the City has accepted a proposal to sell the Property by giving thirty (30) days written notice to the Licensee prior to any of the Scheduled Event dates.

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 The Deuces Live, Inc., a Florida non-profit corporation, for use of two (2) unimproved City-owned parcels located within the 22nd Street South Business District at approximately 844 & 850 – 22nd Street South, St. Petersburg, Florida, for the staging of vendors while hosting various community events, at a nominal use fee of $36.00 and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00343018.docv2

APPROVED BY:

Alfred G. Wendler, Acting Director
Real Estate & Property Management
SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-01-KCA/ST to the agreement between the City of St. Petersburg and Kisinger Campo & Associates, INC. ("A/E"), dated July 14, 2016, for a/e to provide construction phase services for the Sundial Parking Garage Structural and Waterproofing Project in an amount not to exceed $79,116.27; (Engineering Project No. 16102-112; Oracle Nos. 13778,14170,15644); and providing an effective date.

EXPLANATION: On July 14, 2016, the City Council approved an Architect/Engineering Agreement with the professional consulting engineering firm of Kisinger Campo & Associates, Inc. ("A/E") for engineering services related to the design and construction of Stormwater, Transportation, and Bridges.

Task Order 16-01-KCA/ST in the amount of $21,663.75 provided professional engineering services for the Sundial Parking Garage including an inspection and condition survey of the precast concrete components, including the double tee beams and supporting corbels, and the existing waterproofing membrane on the second floor and entrance and exit ramps, and ramps between the second and third floors. Tasks included design of concrete repairs to spalled areas of the corbels and double tee beams and slabs, waterproofing membrane design and specifications, preparation of bidding documents, cost estimating, and bidding phase services.

Amendment No 1 to Task Order 16-01-KCA/ST in the amount of $79,116.27 provides for construction phase services including review of shop drawings and submittals, review and responses to requests for information, attendance at the pre-construction meeting and periodic meetings, site visits and inspections, reports, and pay estimate reviews during construction.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-01-KCA/ST to the agreement between the City of St. Petersburg and Kisinger Campo & Associates, INC. ("A/E"), dated July 14, 2016, for a/e to provide construction phase services for the Sundial Parking Garage Structural and Waterproofing Project in an amount not to exceed $79,116.27; (Engineering Project No. 16102-112; Oracle Nos. 13778,14170,15644).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Downtown Parking Capital Improvement Fund (3073) Sundial Garage Waterproofing Project (13778), Sundial Garage Improvements Project (14170) and Sundial Garage Restoration Project (15644).
ATTACHMENTS: Resolution

Amendment No 1 to Task Order No. 16-01-KCA/ST

APPROVALS:

Brijesh Rayman

Administrative

Budget
RESOLUTION NO. 2017-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 16-01-KCA/ST TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND KISINGER CAMPO & ASSOCIATES, INC. ("A/E"), DATED JULY 14, 2016, FOR A/E TO PROVIDE CONSTRUCTION PHASE SERVICES FOR THE SUNDIAL PARKING GARAGE STRUCTURAL AND WATERPROOFING PROJECT IN AN AMOUNT NOT TO EXCEED $79,116.27; (ENGINEERING PROJECT NO. 16102-112; ORACLE NOS. 13778,14170,15644); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida "(City") and Kisinger Campo & Associates, Inc. ("A/E") entered into an architect/engineering agreement on July 14, 2016 for A/E to provide miscellaneous professional services for City Facility Improvement Projects; and

WHEREAS, on August 29, 2016, Administration issued Task Order 16-01-KCA/ST ("Task Order") in the amount of $21,663.75 for A/E to provide inspection and condition survey of the precast concrete components, including the double Tee beams and supporting corbels, and the existing waterproofing membrane on the second floor and entrance and exit ramps, and ramps between the second and third floors; and

WHEREAS, Administration desires to execute Amendment No. 1 to the Task Order for A/E to provide additional construction phase services including review of shop drawings and submittals, review and responses to requests for information, attendance at the pre-construction meeting and periodic meetings, site visits and inspections, reports, and pay estimate reviews during construction in an amount not to exceed $79,116.27 for a total Task Order (as amended) amount not to exceed $100,780.27.

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. 16-01-KCA/ST to the agreement between the City of St. Petersburg and Kisinger Campo & Associates, INC. ("A/E"), dated July 14, 2016, for A/E to provide construction phase services for the Sundial Parking Garage Structural and Waterproofing Project in an amount not to exceed $79,116.27.

This resolution shall become effective immediately upon its adoption.

Approved by: 
City Attorney (Designee) 
00344020

Approved by: 
Brigesh Prayman P.E., SP, ENV 
Engineering & Capital Improvements Director
This Amendment No. 1 to Task Order No. 16-01-KCA/STB is made and entered into this __________ day of __________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR STORMWATER MANAGEMENT, TRANSPORTATION & BRIDGE IMPROVEMENT PROJECTS dated July 19, 2016 ("Agreement") between Kisinger Campo & Associates, Corp. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Under the initial Task Order, the A/E was authorized to develop construction documents for the concrete repair and waterproofing of the Sundial Parking Garage.

In Amendment No. 1 to the Task Order, the A/E will assist the CITY in carrying out the construction phase of the project through availability for scope clarifications and questions, materials review, coordination with the CITY representative and the CITY's CEI representative. The A/E will endeavor to assist the CITY in gaining a high quality product for the proposed improvements.

II. SCOPE OF SERVICES

Specific services to be provided under this Task Order include the following:

Task 5. Construction Phase Services

Post design services will consist of the following sub-tasks:

1. Review product submittals/shop drawings (including shoring plans provided by contractor) to verify products conform to project specifications.

2. Review pay requests by contractor to verify accurate billing by contractor.

3. Review and respond to construction related inquiries, i.e., requests for information.

4. In the event of change orders by the contractor, review the change orders to verify the necessity of the request as well as to verify unit costs associated with the request.

5. Attend a pre-construction meeting with the CITY, the selected general contractor, waterproofing contractor, subcontractors, owner's representative, etc., to coordinate the phases of work to be completed at the parking garage.

6. Attend up to nine (9) construction related meetings with the CITY, the selected general contractor, waterproofing contractor, subcontractors, owner's representative, etc.

7. Perform periodic site visits to observe project construction. The purpose of the site
visits will be to review work in progress (i.e., surface preparation, coating applications), completed work and substantiate the work generally conforms to project specifications.

8. Issue reports to document observations made during site visits including construction milestones, phases of construction, percentage of work completed, items required by the contractor to be corrected, etc.

9. Provide project related correspondence and communications between the CITY and the general contractor.

10. Assist in dispute resolution if necessary between the CITY and the general contractor.

III. SCHEDULE

The scope of services is based on a 9-week construction schedule. Providing post design services extending beyond 9 weeks is considered additional services.

IV. A/E'S RESPONSIBILITIES

The A/E’s responsibilities are specified in Section II. Scope of Services.

V. CITY'S RESPONSIBILITIES

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

- Construction Engineering Inspection (CEI) services will be provided by the CITY.
- Construction and Final As-Builds will be provided by others.
- Construction management, monitoring and inspection to be provided by the CITY.

VI. DELIVERABLES

The A/E will provide all reviewed information, project correspondence and plan revisions (if necessary) to the CITY at project closeout and in PDF format. Revisions to the electronic files of the plans will be provided in PDF and CADD format to the CITY.

VII. A/E'S COMPENSATION

For Tasks 1'-3, the A/E was authorized the lump sum amount of $18,663.75.

$3,000.00 of the Allowance (Task 4) 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 this Amendment No. 1 to the Task Order.

For Amendment No. 1, Task 5, the CITY shall compensate the A/E the not-to-exceed amount of $79,116.27, per Exhibit A.

The total Task Order amount including Amendment No. 1 shall not exceed $100,780.27.
VIII. PROJECT TEAM

Engineering Sub-Consultant: Biller Reinhart Engineering Group, Inc.

The key members proposed for this project are indicated below:
Program Manager: Guillermo Madriz, P.E.
Project Manager: Robert J. Reinhart, P.E.

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 1 to Task Order No. 16-01-KCA/STB and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order No. 16-01-KCA/STB to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: Chandrahasa Srinivasa
   City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: ____________________________

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

By: City Attorney (Designee)

________________________
Kisinger Campo & Associates, Corp.
(Company Name)

By: Thomas J. Shaw / Vice President
   (Printed Name and Title)

Date: 9/6/17

WITNESSES:

By: [Signature]
   Thomas J. Shaw / Vice President
   (Printed Name and Title)

By: [Signature]
   Alexis A. Muntin
   (Printed Name)

By: [Signature]
   Madge L. Miller
   (Printed Name)
I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Direct Labor Rates Classifications</th>
<th>Project Manager</th>
<th>Chief Engineer</th>
<th>Senior Engineer</th>
<th>Traffic Engineer</th>
<th>Project Engineer</th>
<th>Senior Designer</th>
<th>Engineer</th>
<th>Bridge Inspector/Technician</th>
<th>Total Hours</th>
<th>Labor Cost</th>
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<tr>
<td>Direct Salary</td>
<td>$ 59.62</td>
<td>$ 72.49</td>
<td>$ 62.34</td>
<td>$ 55.07</td>
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<td>$ 44.42</td>
<td>$ 24.85</td>
<td>16</td>
<td>$ 3,479.52</td>
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<tr>
<td>Multiplier/Overhead 3.00</td>
<td>$ 119.24</td>
<td>$ 144.98</td>
<td>$ 124.68</td>
<td>$ 110.14</td>
<td>$ 102.48</td>
<td>$ 84.48</td>
<td>$ 88.84</td>
<td>$ 49.70</td>
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<tr>
<td>Billing Rates</td>
<td>$ 179</td>
<td>$ 217</td>
<td>$ 187</td>
<td>$ 165</td>
<td>$ 154</td>
<td>$ 127</td>
<td>$ 133</td>
<td>$ 75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TASK</td>
<td>5</td>
<td>Construction Phase Services</td>
<td>16</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>16</td>
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</table>

Totals: 0 16 0 0 0 0 0 0 0 16 $ 3,479.52

II. Fee Calculation

<table>
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<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses 2</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
<th>Total Cost Without Allowance</th>
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<tr>
<td>5</td>
<td>$3,479.52</td>
<td>$0.00</td>
<td>$72,035.00</td>
<td>$3,601.75</td>
<td>$79,116.27</td>
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<tr>
<td>Total</td>
<td>$3,479.52</td>
<td>$0.00</td>
<td>$72,035.00</td>
<td>$3,601.75</td>
<td>$79,116.27</td>
</tr>
</tbody>
</table>

III. Fee Limit

Not-to-Exceed Cost $79,116.27
Allowance 0.00
Total: $79,116.27

IV. Notes:

1. Rates per Agreement.
2. Includes expenses for:
3. Includes 5 percent mark-up of SUBCONSULTANT.
4. Allowance to be used only upon City's written authorization.
August 29, 2017

Mr. Guillermo Madriz, P.E.
Kisinger Campo & Associates
201 N. Franklin St., Suite 400
Tampa, Florida 33602

Telephone: 813.871.5331
Email: Guillermo.Madriz@kisingercampo.com

Subject: Proposal for Construction Phase Services
Sundial Parking Garage – Structural and Watersealing
Project No. 16012-112
St. Petersburg, Florida

Dear Mr. Madriz:

Biller Reinhart Engineering Group, Inc. (BillerReinhart) is pleased to provide you with this proposal for structural engineering services. The following information outlines our understanding of the requested construction phase services for the subject restoration project.

Scope of Work

Construction Phase Services

1. Review product submittals/shop drawings (including shoring plans provided by contractor) to verify products conform to project specifications.

2. Review pay requests by contractor to verify accurate billing by contractor.

3. Review and respond to construction related inquiries, i.e., requests for information.

4. In the event of change orders by the contractor, review the change orders to verify the necessity of the request as well as to verify unit costs associated with the request.

5. Attend a pre-construction meeting with the City of St. Petersburg, the selected general contractor, waterproofing contractor, subcontractors, owner's representative, etc., to coordinate the phases of work to be completed at the parking garage.
6. Attend up to nine (9) construction related meetings with the City of St. Petersburg, the selected general contractor, waterproofing contractor, subcontractors, owner’s representative, etc.

7. Perform periodic site visits to observe project construction. The purpose of the site visits will be to review work in progress (i.e., surface preparation, coating applications), completed work and substantiate the work generally conforms to project specifications.

8. Issue reports to document observations made during site visits including construction milestones, phases of construction, percentage of work completed, items required by the contractor to be corrected, etc.

9. Provide project related correspondence and communications between the City of St. Petersburg and the general contractor.

10. Assist in dispute resolution if necessary between the City of St. Petersburg and the general contractor.

Please note that construction observation by BillerReinhart staff does not relieve the contractor of his obligations under the under the construction contract — including but not limited to accuracy, means and methods of construction, and responsibility for jobsite safety.

Compensation

BillerReinhart’s compensation is based on the scope of work as listed above. The estimated fee is $72,035. The scope of services will be performed on an hourly basis per the attached Fee Schedule. Please note that excessive deficiencies noted during field observation site visits and/or excessive adverse conditions may elevate estimated fee.

Requested and/or required services not listed above (additional services) will be performed and invoiced on an hourly basis as per the attached Fee Schedule or, if the client prefers, a separate proposal can be prepared for such additional services.

The scope of services and compensation are based on a 9-week construction schedule. Providing construction phase services extending beyond 9 weeks is considered additional services.

Please also note that work performed on weekends and/or holidays is considered additional services. Work performed on weekends and/or holidays will be invoiced at 1.5 times the rate on the attached Fee Schedule.

BillerReinhart will be invoicing on a monthly basis.
Proposal for Construction Phase Services  
Sundial Parking Garage — Structural and Watersealing  
Project No. 16012-112  
St. Petersburg, Florida

BillerReinhart understands that the City of St Petersburg will be issuing a work order for the above listed scope of services. These services will be performed in general accordance with the terms and conditions of the current Subconsultant Agreement for Engineering Services (Miscellaneous Professional Services for Stormwater Management, Transportation and Bridge Services Contract) between the City of St Petersburg and Kisinger Campo & Associates and of the current Subconsultant Agreement for Engineering Services (dated September 6, 2016) between Kisinger Campo & Associates Corp. (KCA) and Biller Reinhart Engineering Group, Inc. (BREG).

We look forward to providing our structural engineering services to you on this and future projects. If you have any questions, please contact our office at 813.908.7203.

Sincerely,

Biller Reinhart Engineering Group, Inc.

Robert J. Reinhart, PE, SI  
Vice President  
Prinicipal Structural Engineer
Proposal for Construction Phase Services
Sundial Parking Garage — Structural and Watersealing
Project No. 16012-112
St. Petersburg, Florida

Scope of Services Authorization

Performance of the scope of consultant services, as outlined above, to be compensated per the above listed fees.

Acceptance Signature for the Client ___________________________ Date ___________

Please print name and title ___________________________

Full legal name of corporation, partnership or government agency ___________________________
# 2017 FEE SCHEDULE

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>HOURLY RATE</th>
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<tr>
<td>Principal, P.E.</td>
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<td>Project Manager, P.E.</td>
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<td>Threshold Special Inspector, P.E.</td>
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<tr>
<td>Senior Engineering Technician</td>
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<td>Diplomate Geo-Forensic/Geo-Technical Engineer, P.E.</td>
<td>$300.00</td>
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<td>Project Engineer</td>
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<td>Neutral Evaluator</td>
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<td>Outside of Normal Business Hours</td>
<td>1.5 x Hourly Rate</td>
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<td>Expert Testimony – Principal, P.E. (2 hour minimum for trial)</td>
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<td>Expert Testimony – Diplomat Forensic Engineer (2 hour minimum for trial)</td>
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<tr>
<td>Expert Testimony – Project Manager (2 hour minimum for trial)</td>
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<tr>
<td>Expert Testimony – All Others (2 hour minimum for trial)</td>
<td>$250.00</td>
</tr>
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Time is billed "portal to portal".
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<tr>
<th>Reimbursable Expenses</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Subcontractor, Subconsultant, Outside Services</td>
<td>At Cost Plus 15%</td>
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<tr>
<td>Document Reproduction, Shipping Charges</td>
<td>At Cost Plus 15%</td>
</tr>
<tr>
<td>Expended materials for field or office use,</td>
<td>At Cost Plus 15%</td>
</tr>
<tr>
<td>equipment rental, fees advanced on client’s behalf</td>
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</tr>
<tr>
<td>Airfare, Automobile Rental, Parking, Tolls</td>
<td>At Cost Plus 15%</td>
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<tr>
<td>Incidental expenses incurred during travel</td>
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<tr>
<td>Use of Personal Automobiles, per mile</td>
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<td>Electronic Data on CD, per disc</td>
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<td>Drawing Plots, per sheet</td>
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<td>Binding (In-House), each</td>
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<td>Photocopying, per sheet (In-House)</td>
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<td>$1.00 each (8½”x11” color)</td>
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<td></td>
<td>$1.50 each (11”x17”)</td>
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## ATTACHMENT A

Transaction Report for
Kisinger Campo & Associates, Corp

Miscellaneous Professional Services for Stormwater Management, Transportation and Bridge Improvement Projects

A/E Agreement Effective - July 19, 2016
A/E Agreement Expiration - July 13, 2020

<table>
<thead>
<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
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<tr>
<td>01</td>
<td>16102-112</td>
<td>Concrete Repair &amp; Waterproofing Design-Sundial Parking Garage Amendment No. 1</td>
<td>08/29/16</td>
<td>$18,663.75</td>
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<td>02</td>
<td>N/A</td>
<td>Warehouse Arts District and Deuces Live</td>
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<td>03</td>
<td>16102-112</td>
<td>Bridge Inspection - FY16 Rev. No. 1 - Additional Services</td>
<td>10/25/16</td>
<td>$9,978.00</td>
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<td>02/17/17</td>
<td>$3,561.00</td>
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<td>04</td>
<td>17074-112</td>
<td>Carillon Park Intersection Improvements</td>
<td>06/12/17</td>
<td>$189,912.21</td>
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<td>05</td>
<td>17073-110</td>
<td>Retaining Wall Replacement at 1st A/S, East of 16th S/S, South of Bridge No. 157122</td>
<td>02/24/17</td>
<td>$47,057.00</td>
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<td>06</td>
<td>17005-110</td>
<td>City Bridge Inventory Replacement Cost Estimates</td>
<td>05/25/17</td>
<td>$9,926.00</td>
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<td>07</td>
<td>N/A</td>
<td>Warehouse Arts District/Deuces Live - Conceptual Plan</td>
<td>07/14/17</td>
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<td>08</td>
<td>17006-110</td>
<td>40th Avenue NE Bridge Remediation</td>
<td>08/21/17</td>
<td>$34,958.04</td>
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</table>

**Total:** $633,643.86

---

Edited: 9/15/2017
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: Kissinger Campo & Associates, Corp.
Task Order Over $50,000
Amendment No. 1 to Task Order 16-01-KCA/STB

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

1. Summary of Reasons for Selection

Kissinger Campo & Associates, Corp, has completed design services under Task Order No. 16-01-KCA/STB

Design work has been completed satisfactorily. This scope of work is a continuation of the next Phase for post design services required for the construction phase of the project.

This firm and their subconsultant are qualified to provide construction services, and specialized inspection based upon experience with the design phase of this project, and past performance.

This is the first of eight Task Orders issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 19, 2017

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

Subject: A resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement ("Agreement") between the City of St. Petersburg and the Southwest Florida Water Management District (SWFWMD) in the amount of $150,000 for the construction of Low Impact Development (LID) elements for stormwater treatment on the Pier Approach Project, (Engineering & CID Project No. 09227-119, Oracle No. 15377) and other necessary documents; approving a supplemental appropriation of $75,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from these additional revenues, to the Pier Approach Project (15377); and providing an effective date.

Explanation: The City applied for and received funding consideration under SWFWMD’s cooperative funding program for the Pier Approach project. The work will consist of the construction of LID Best Management Practices (BMPs) that provide enhancement to stormwater treatment above and beyond the permit requirements for stormwater treatment. The proposed improvements are consistent with the Surface Water Improvement and Management (SWIM) plans for Tampa Bay to restore habitat and reduce pollutant loads entering Tampa Bay. The Pier and Pier Approach drainage areas includes approximately 9 acres of paved surfaces and the construction of LID BMPs to treat stormwater runoff is anticipated to remove an estimated 42 lbs/yr Total Nitrogen (TN) flowing into Tampa Bay.

Recommendation: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement ("Agreement") between the City of St. Petersburg and the Southwest Florida Water Management District (SWFWMD) in the amount of $150,000 for the construction of Low Impact Development (LID) elements for stormwater treatment on the Pier Approach Project, (Engineering & CID Project No. 09227-119, Oracle No. 15377) and other necessary documents; approving a supplemental appropriation of $75,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from these additional revenues, to the Pier Approach Project (15377); and providing an effective date.

Cost/Funding/Assessment Information: Funds will be available after approval of a supplemental appropriation in the amount of $75,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from these additional revenues to the Pier Approach Project (15377).

Attachment: Resolution

Approvals:

[Signatures]
RESOLUTION NO. 2018-__

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A COOPERATIVE FUNDING AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF ST. PETERSBURG AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) IN THE AMOUNT OF $150,000 FOR THE CONSTRUCTION OF LOW IMPACT DEVELOPMENT (LID) ELEMENTS FOR STORMWATER TREATMENT ON THE PIER APPROACH PROJECT, (ENGINEERING & CID PROJECT NO. 09227-119, ORACLE NO. 15377) AND OTHER NECESSARY DOCUMENTS; APPROVING A SUPPLEMENTAL APPROPRIATION OF $75,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PIER APPROACH PROJECT (15377); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") applied for and received funding consideration under SWFWMD's cooperative funding program for the Pier Approach project; and

WHEREAS, the work will consist of the construction of stormwater improvement Low Impact Development ("LID") Best Management Practices ("BMP's") that provide enhancement to stormwater treatment above and beyond the permit requirements for stormwater treatment ("Project"); and

WHEREAS, the agreement provides for reimbursement by SWFWMD of up to a maximum of $75,000 of Project costs; and

WHEREAS, the total Project cost is estimated to be $150,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute a Cooperative Funding Agreement between the City of St. Petersburg and the Southwest Florida Water Management District ("SWFWMD") in the amount of $150,000 for the construction of Low Impact Development ("LID") elements for stormwater treatment on the Pier Approach project (Engineering & CID Project No. 09227-119, Oracle No. 15377) and to execute all documents necessary to effectuate same.

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

<table>
<thead>
<tr>
<th>General Capital Improvement Fund (3001)</th>
<th>$75,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pier Approach Project (15377)</td>
<td></td>
</tr>
</tbody>
</table>
This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)
00344183
Tom Greene
Budget Director

[Signatures]
August 31st 2017

Carlos Frey  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, Florida 33731

Subject: St. Petersburg Pier Park  
Project No. W210  
Agreement No. 18CF0000860

Dear Mr. Carlos Frey:

Enclosed are two originals of the agreement between the Southwest Florida Water Management District (District) and the City of St. Petersburg for the subject project. Please have all originals signed and dated, then return them to my attention. One fully executed original will be sent to you for your files after the District’s executive director or designee has signed the agreements.

If you have any questions, please contact me at the Brooksville office, extension 4106.

Sincerely,

Rachelle Jones  
Senior Procurement Specialist  
Procurement Section  
Finance Bureau

Enclosures (2)
cc: Nicole Mytyk  
S. Tarokh, PAB  
Records (Contract File)
COOPERATIVE FUNDING AGREEMENT (TYPE 2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG
FOR
ST. PETERSBURG PIER PARK (W210)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, whose address is 175 Fifth Street North, St Petersburg, Florida 33701, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of the construction of stormwater improvement Low Impact Development (LID) Best Management Practices (BMPs) for currently untreated paved areas at Pier approach in the City of St. Petersburg and the reduction of pollutant loads to Tampa Bay, a Surface Water Improvement and Management Program priority waterbody, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Nicole Mytyk
Southwest Florida Water Management District
7601 Highway 301 North
Tampa, Florida 33637
Any changes to the above representatives or addresses must be provided to the other party in writing.

1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.

1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the COOPERATOR'S Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be One Hundred Fifty Thousand Dollars ($150,000). The DISTRICT agrees to fund PROJECT costs up to Seventy Five Thousand Dollars ($75,000), and shall have no obligation to pay any costs
beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

3.1 The DISTRICT’S performance and payment pursuant to this Agreement are contingent upon the DISTRICT’S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR’S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR’S Council of legally available funds.

3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT’S share of allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time shall the DISTRICT’S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.

3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party’s share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.

3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COOPERATOR must obtain the DISTRICT’S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:
The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S Vendor Registration Form and Vendor Electronic Payment Authorization Form to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watermatters.org under Business & Finance - Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT’S Accounts Payable Lead at 352-796-7211, extension 4108.

3.6 If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

Furthermore, if at any point during the progression of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the COOPERATOR'S receipt of written notice from the DISTRICT.

3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the
COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.

3.8 The DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.

3.9 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the St. Petersburg Pier Park (W210) agreement between the Southwest Florida Water Management District and the City of St. Petersburg (Agreement No. 18CF0000860), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes $ of contingency expenses. The COOPERATOR has been allocated a total of $ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and $ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to $ respectively."

3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall
immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this provision shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. **REPAYMENT.**

5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.

5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. **OPERATION AND MAINTENANCE.**

After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT, for each year or a fraction thereof for the
early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

6.1 Within thirty (30) days after construction is completed, the COOPERATOR shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The COOPERATOR'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.

6.2 The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.

6.3 This Operation and Maintenance Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2017 and shall remain in effect through December 31, 2019, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

8. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.
9. REPORTS.

9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.

9.3 The COOPERATOR shall provide the DISTRICT with the proposed final design, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT in order for the DISTRICT to verify that the proposed design meets the requirements of the PROJECT as set forth in the Project Plan. A professional engineer shall, at a minimum, sign and seal the proposed final design plans. The DISTRICT shall provide a written response to the COOPERATOR within ten (10) business days of receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of this Agreement or stating its insufficiencies. The COOPERATOR shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.

9.4 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission
of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.

10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.

10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party.
no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COOPERATOR'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and
small businesses are afforded an opportunity to participate in the performance of this Agreement.

17. **ASSIGNMENT.**

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

18. **CONTRACTORS.**

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

19. **THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. **LOBBYING PROHIBITION.**

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. **PUBLIC ENTITY CRIMES.**

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

22. **COMPENSATORY TREATMENT AND MITIGATION.**

This PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation or any other required mitigation due to impacts for any projects. The PROJECT shall not be used for WUP withdrawal credits. In the event the PROJECT is used for compensatory water quality
treatment or mitigation or WUP withdrawal credits in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

23. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

24. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

25. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

26. DOCUMENTS.

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A".

Exhibit "A" Project Plan

The remainder of this page intentionally left blank.
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: ___________________________________________ Date
Mark A. Hammond, P.E.
Director, Resource Management Division

CITY OF ST. PETERSBURG

By: ___________________________________________ Date
Rick Kriseman
Mayor

Attest:

Chandrahasa Srinivasa
City Clerk

Approved as to Form and Content:

City Attorney (Designee)
PROJECT DESCRIPTION

The PROJECT is a cooperative funding project located within the City of St Petersburg in Pinellas County. The PROJECT is consistent with the Surface Water Improvement and Management (SWIM) Plans for Tampa Bay, a SWIM priority water body, which outlines goals to restore habitat and reduce pollutant loads entering Tampa Bay.

The PROJECT includes construction of stormwater improvement Low Impact Development (LID) Best Management Practices (BMPs) for currently untreated paved areas to reduce pollutant loads to Tampa Bay, a Surface Water Improvement and Management Program. The drainage area includes approximately 9 acres of urban development in the City of St. Petersburg. Best Management Practices (BMPs) will be implemented at the Pier Approach. DISTRICT funds approved for the PROJECT will be used only for construction of LID elements that provide enhancement to stormwater treatment above and beyond the permit requirement for stormwater treatment. The COOPERATOR will cost share in the funding of these LID elements.

The COOPERATOR shall, separate to this Agreement and prior to implementation of the PROJECT, design the stormwater improvement BMPs, secure the necessary rights-of-way, easements and all necessary permits for construction.

RESOURCE BENEFIT

Removal of an estimated 42 lbs/yr Total Nitrogen (TN) flowing into Tampa Bay.

MEASURABLE BENEFIT

The construction of LID BMPs to treat stormwater runoff from a 9 acre urbanized watershed.

PROJECT TASKS

Key tasks to be performed by the COOPERATOR:

1. CONSTRUCTION — The COOPERATOR shall construct the PROJECT in conformance with the final design drawings, specifications and approved permits.

2. CONSTRUCTION ENGINEERING AND INSPECTION (CEI) — The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs.
3. GIS DATA, AS-BUILT SURVEY, RECORD DRAWINGS AND SUBSTANTIAL COMPLETION — The COOPERATOR shall obtain and provide to the DISTRICT GIS shapefiles, an As-Built Survey signed and sealed and certified by a licensed Florida professional surveyor and mapper, the Record Drawings signed by a professional engineer, and a certification of Substantial Completion, signed by the COOPERATOR, contractor, and engineer. The COOPERATOR shall provide the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.

4. OPERATION AND MAINTENANCE - The COOPERATOR shall provide for the operation and maintenance of the completed PROJECT to provide efficient pollutant removal and ensure the PROJECT functions in accordance with the final design drawings, and conforms to all the conditions specified in the environmental permits issued for the PROJECT. The COOPERATOR shall be identified as the entity responsible for all operation and maintenance requirements in all permits issued for the PROJECT. The COOPERATOR shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

DELIVERABLES

1. Quarterly/Monthly status reports
2. Minutes of kick-off, pre-application and progress meetings
3. Design drawings at final design levels; include electronic and CAD
4. Engineer's opinion of probable cost at final design
5. Technical Specifications at final design
6. Final design in the form of GIS shapefiles or geodatabase feature classes created with points, closed polylines, and polygons free of annotations that break line continuity, that shall include, but not be limited to, spot elevations of key site features (i.e. trees, poles, pipes, invert elevations, outfall structure control elevations and downstream inverts), planting plans, PROJECT footprint boundary, created contours, and drainage basin shapefile
7. Copy of all required federal, state and local environmental permit approvals and permitted drawings
8. Copy of contract with contractor (for cost approval, prior to execution)
9. Copy of executed contract with consultant and contractor
10. Copy of Notice to Proceed to contractor
11. Copy of construction permits
12. Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction
13. Construction inspection reports
14. As-Built Survey
15. Construction Record Drawings
16. Certification of Substantial Completion
17. Resource Benefit calculations and methodology
19. Operation and Maintenance Plan
20. Upon DISTRICT request, biennial Operation and Maintenance Report
SPATIAL REFERENCE, CAD AND GIS DELIVERABLE REQUIREMENTS

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (NAD83/2011) Current Adjustment including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an ESRI ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Spatial Metadata and current DISTRICT standards (Metadata Writing Guide for Contractors) which is located on the DISTRICT'S ftp website at: http://ftp.swfwmd.state.fl.us/pub/gisdata/metadata_stnds/, file name ContractorsXML.zip), incorporated herein by reference. All feature classes must be checked for geometrical, topological, and attribute errors and corrected accordingly. All metadata must pass through the USGS metadata parser at http://geo-nsdi.er.usgs.gov/validation/ with no errors.

PROJECT SCHEDULE

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<tr>
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<td>12/31/2018</td>
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Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

PROJECT BUDGET

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>DISTRICT</th>
<th>COOPERATOR</th>
<th>TOTAL</th>
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<td>$75,000</td>
<td>$150,000</td>
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<tr>
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<tr>
<td>As-Built Survey, Record Drawings &amp; Substantial Completion</td>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$75,000</td>
<td>$75,000</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.
COOPERATIVE FUNDING AGREEMENT (TYPE 2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG
FOR
ST. PETERSBURG PIER PARK (W210)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, whose address is 175 Fifth Street North, St Petersburg, Florida 33701, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of the construction of stormwater improvement Low Impact Development (LID) Best Management Practices (BMPs) for currently untreated paved areas at Pier approach in the City of St. Petersburg and the reduction of pollutant loads to Tampa Bay, a Surface Water Improvement and Management Program priority waterbody, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. **PROJECT CONTACTS AND NOTICES.**

   Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

   Contract Manager for the DISTRICT:
   Nicole Mytyk
   Southwest Florida Water Management District
   7601 Highway 301 North
   Tampa, Florida 33637
Project Manager for the COOPERATOR:
Carlos Frey
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

Any changes to the above representatives or addresses must be provided to the other party in writing.

1.1 The DISTRICT’S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT’S Signature Authority provides otherwise. The DISTRICT’S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT’S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.

1.2 The DISTRICT’S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT’S Signature Authority. The DISTRICT’S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the COOPERATOR’S Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be One Hundred Fifty Thousand Dollars ($150,000). The DISTRICT agrees to fund PROJECT costs up to Seventy Five Thousand Dollars ($75,000), and shall have no obligation to pay any costs
beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

3.1 The DISTRICT’S performance and payment pursuant to this Agreement are contingent upon the DISTRICT’S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR’S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR’S Council of legally available funds.

3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT’S share of allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time shall the DISTRICT’S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.

3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party’s share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.

3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COOPERATOR must obtain the DISTRICT’S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:
The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S Vendor Registration Form and Vendor Electronic Payment Authorization Form to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watermatters.org under Business & Finance — Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

3.6 If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

Furthermore, if at any point during the progression of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the COOPERATOR'S receipt of written notice from the DISTRICT.

3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the
3.8 The DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.

3.9 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the St. Petersburg Pier Park (W210) agreement between the Southwest Florida Water Management District and the City of St. Petersburg (Agreement No. 18CF0000860), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes $__ of contingency expenses. The COOPERATOR has been allocated a total of $__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and $__ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to $__/$_ respectively."

3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall
immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this provision shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. **REPAYMENT.**

5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.

5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. **OPERATION AND MAINTENANCE.**

After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT, for each year or a fraction thereof for the
early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

6.1 Within thirty (30) days after construction is completed, the COOPERATOR shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The COOPERATOR'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.

6.2 The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.

6.3 This Operation and Maintenance Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. **CONTRACT PERIOD.**

This Agreement shall be effective October 1, 2017 and shall remain in effect through December 31, 2019, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

8. **PROJECT RECORDS AND DOCUMENTS.**

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.
9. REPORTS.

9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.

9.3 The COOPERATOR shall provide the DISTRICT with the proposed final design, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT in order for the DISTRICT to verify that the proposed design meets the requirements of the PROJECT as set forth in the Project Plan. A professional engineer shall, at a minimum, sign and seal the proposed final design plans. The DISTRICT shall provide a written response to the COOPERATOR within ten (10) business days of receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of this Agreement or stating its insufficiencies. The COOPERATOR shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.

9.4 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission
of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.

10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.

10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party
no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COOPERATOR'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and
small businesses are afforded an opportunity to participate in the performance of this Agreement.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

18. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

19. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

22. COMPENSATORY TREATMENT AND MITIGATION.

This PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation or any other required mitigation due to impacts for any projects. The PROJECT shall not be used for WUP withdrawal credits. In the event the PROJECT is used for compensatory water quality
treatment or mitigation or WUP withdrawal credits in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

23. **GOVERNING LAW.**

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

24. **SEVERABILITY.**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

25. **ENTIRE AGREEMENT.**

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

26. **DOCUMENTS.**

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A".

Exhibit "A" Project Plan

The remainder of this page intentionally left blank.
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: ____________________________ Date
Mark A. Hammond, P.E.
Director, Resource Management Division

CITY OF ST. PETERSBURG

By: ____________________________ Date
Rick Kriseman
Mayor

Attest:

______________________________
Chandrahasa Srinivasa
City Clerk

Approved as to Form and Content:

______________________________
City Attorney (Designee)
PROJECT DESCRIPTION

The PROJECT is a cooperative funding project located within the City of St Petersburg in Pinellas County. The PROJECT is consistent with the Surface Water Improvement and Management (SWIM) Plans for Tampa Bay, a SWIM priority water body, which outlines goals to restore habitat and reduce pollutant loads entering Tampa Bay.

The PROJECT includes construction of stormwater improvement Low Impact Development (LID) Best Management Practices (BMPs) for currently untreated paved areas to reduce pollutant loads to Tampa Bay, a Surface Water Improvement and Management Program. The drainage area includes approximately 9 acres of urban development in the City of St. Petersburg. Best Management Practices (BMPs) will be implemented at the Pier Approach. DISTRICT funds approved for the PROJECT will be used only for construction of LID elements that provide enhancement to stormwater treatment above and beyond the permit requirement for stormwater treatment. The COOPERATOR will cost share in the funding of these LID elements.

The COOPERATOR shall, separate to this Agreement and prior to implementation of the PROJECT, design the stormwater improvement BMPs, secure the necessary rights-of-way, easements and all necessary permits for construction.

RESOURCE BENEFIT

Removal of an estimated 42 lbs/yr Total Nitrogen (TN) flowing into Tampa Bay.

MEASURABLE BENEFIT

The construction of LID BMPs to treat stormwater runoff from a 9 acre urbanized watershed.

PROJECT TASKS

Key tasks to be performed by the COOPERATOR:

1. CONSTRUCTION – The COOPERATOR shall construct the PROJECT in conformance with the final design drawings, specifications and approved permits.

2. CONSTRUCTION ENGINEERING AND INSPECTION (CEI) – The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs.
3. GIS DATA, AS-BUILT SURVEY, RECORD DRAWINGS AND SUBSTANTIAL COMPLETION — The COOPERATOR shall obtain and provide to the DISTRICT GIS shapefiles, an As-Built Survey signed and sealed and certified by a licensed Florida professional surveyor and mapper, the Record Drawings signed by a professional engineer, and a certification of Substantial Completion, signed by the COOPERATOR, contractor, and engineer. The COOPERATOR shall provide the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.

4. OPERATION AND MAINTENANCE - The COOPERATOR shall provide for the operation and maintenance of the completed PROJECT to provide efficient pollutant removal and ensure the PROJECT functions in accordance with the final design drawings, and conforms to all the conditions specified in the environmental permits issued for the PROJECT. The COOPERATOR shall be identified as the entity responsible for all operation and maintenance requirements in all permits issued for the PROJECT. The COOPERATOR shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

DELIVERABLES

1. Quarterly/Monthly status reports
2. Minutes of kick-off, pre-application and progress meetings
3. Design drawings at final design levels; include electronic and CAD
4. Engineer's opinion of probable cost at final design
5. Technical Specifications at final design
6. Final design in the form of GIS shapefiles or geodatabase feature classes created with points, closed polylines, and polygons free of annotations that break line continuity, that shall include, but not be limited to, spot elevations of key site features (i.e. trees, poles, pipes, invert elevations, outfall structure control elevations and downstream inverts), planting plans, PROJECT footprint boundary, created contours, and drainage basin shapefile
7. Copy of all required federal, state and local environmental permit approvals and permitted drawings
8. Copy of contract with contractor (for cost approval, prior to execution)
9. Copy of executed contract with consultant and contractor
10. Copy of Notice to Proceed to contractor
11. Copy of construction permits
12. Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction
13. Construction inspection reports
14. As-Built Survey
15. Construction Record Drawings
16. Certification of Substantial Completion
17. Resource Benefit calculations and methodology
19. Operation and Maintenance Plan
20. Upon DISTRICT request, biennial Operation and Maintenance Report
SPATIAL REFERENCE, CAD AND GIS DELIVERABLE REQUIREMENTS

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (NAD83/2011) Current Adjustment including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an ESRI ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Spatial Metadata and current DISTRICT standards (Metadata Writing Guide for Contractors) which is located on the DISTRICT'S ftp website at: http://ftp.swfwmd.state.fl.us/pub/gisdata/metadata_stnds/, file name ContractorsXML.zip), incorporated herein by reference. All feature classes must be checked for geometrical, topological, and attribute errors and corrected accordingly. All metadata must pass through the USGS metadata parser at http://geo-nsdi.er.usgs.gov/validation/ with no errors.

PROJECT SCHEDULE

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<td>9/30/2018</td>
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<td>12/31/2018</td>
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Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

PROJECT BUDGET

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<tr>
<td>TOTAL</td>
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Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.
TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of August 3, August 10, and August 24, 2017 City Council meetings.
A RESOLUTION APPROVING THE MINUTES
OF THE CITY COUNCIL MEETINGS HELD
ON AUGUST 3, AUGUST 10, AND AUGUST 24,
2017; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
the minutes of the City Council meetings held on August 3, August 10, and August 24, 2017 are
hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM
AND SUBSTANCE:

City Attorney or Designee
Chair Darden Rice called the meeting to order with the following members present: Amy Foster, Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Ed Montanari, Karl Nurse, Darden Rice and Lisa Wheeler-Bowman. City Administrator Dr. Gary Cornwell, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent: None.

A moment of silence was observed to remember the following fallen officer of the St. Petersburg Police Department that was killed in the line of duty: Detective Herbert R. Sullivan — August 18, 1980.

In connection with the approval of the agenda, Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

ADD CB-12 Confirming the appointment of Jennifer French as a regular member to the Committee to Advocate for Persons with Impairments to serve an unexpired three-year term ending December 31, 2017.

ADD CB-13 Confirming City Council Chair appointments to Forward Pinellas.

ADD E-4(a) A resolution supporting bringing the National Oceanic and Atmospheric Administration's Southeast Fisheries Science Center to the City of St. Petersburg.

ADD E-6(c) Accepting the bid from Electrical Engineering Enterprises, Inc., for electrical repairs at the Cosme Water Treatment Plant (Cosme), in the amount of $195,000, Oracle Project No. 16078.

INFO F-2 An ordinance making findings; placing a referendum on the ballot of the municipal general election scheduled for November 7, 2017, regarding an amendment of section 4.05 of the City Charter to provide for additional Council Member comments on the creation of new management or professional non-management positions and on the appointment or removal.
of City Council office staff, as well as updated language to clarify the intent of this section; providing that such amendment will become effective only if the referendum is approved by a majority vote and the revised charter is filed, with the Department of State; providing a ballot title and summary for the referendum; and providing an effective date.

INFO F-3
An ordinance making findings; placing a referendum on the ballot of the municipal general election scheduled for November 7, 2017, regarding an agreement, with a term not exceeding 20 years and under certain conditions, for a portion of Walter Fuller Park to be used for the primary purposes of baseball, other sports, and related activities; authorizing the City Council to approve such an agreement following approval of the referendum by a majority vote; providing a ballot title and summary for the referendum; and providing an effective date.

INFO F-4
An ordinance making findings; placing a referendum on the ballot of the municipal general election scheduled for November 7, 2017, regarding the partial release, subject to certain conditions, of the recreation open space restrictive covenant on the portions of the Edgewater Interior Parcel and the Baywood Park Interior Parcel, west of the eastern 200 feet of said parcels, these parcels being adjacent to the Vinoy Renaissance St. Petersburg Resort and being generally located westerly of Bayshore Drive between Seventh and extended Sixth Avenue N.E.; authorizing the Mayor to execute such instruments as are necessary to effect such a partial release following approval of the referendum by a majority vote; providing a ballot title and summary for the referendum; and providing an effective date.

INFO F-5
An ordinance providing for the order in which the referendum items are to be placed on the ballot in the election to be held on November 7, 2017; providing for findings; and providing an effective date.

ADD G-2
Referring to the Legislative Affairs and Intergovernmental Relations Committee to consider contacting the Florida Legislature regarding their decision to defund the Joint Center. (Councilmember Kennedy)

DELETE H-3
Tampa Bay Regional Planning Council – (Oral) (Chair Rice)

INFO H-5
Public Services & Infrastructure Committee (7/20/17)

INFO H-6
Youth Services Committee (7/20/17)

ADD H-6(a)
Approving a transfer in the amount of $30,000 from the balance of the General Fund (0001) to Mayor's Office, Schools and Grant Division (0201253) to provide funding for the implementation of Ms. Kendra's List into St. Petersburg schools and recreation centers.

INFO H-7
Committee of the Whole: Proposed Charter Amendment Section 4.05; Walter Fuller Referendum/Proposed Ordinance; Vinoy Referendum/Proposed Ordinance (7/20/17)

INFO H-8
Budget, Finance & Taxation Committee (7/27/17)

ADD H-8(a)
Approving the recommendation of the Budget, Finance and Taxation Committee to request administration to draft a plan to raise reclaimed water
rates over a period of three years to fully recover the cost of the reclaimed water system.

ADD H-8(b) Approving the recommendations of the Budget, Finance, and Taxation Committee related to a tiered stormwater rate structure for single family residential parcels and mapping impervious surface areas in the city.

INFO H-9 Public Services & Infrastructure Committee (7/27/17)

INFO H-10 Housing Services Committee (7/27/17)

INFO H-11 Co-Sponsored Events Committee (7/27/17)

ADD H-11(a) A resolution in accordance with City Code Section 21-38(d) exempting 97x BBQ (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used, and/or consumed at the venue during the event as set forth herein.

ADD H-11(b) A resolution approving events for co-sponsorship in name only by the City for Fiscal Year 2018; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by Festivals of Speed, L.L.C., Live Nation Worldwide, Inc., and Cox Radio, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

ADD H-11(c) A resolution approving an event for co-sponsorship in name only by the City for FY2017; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored event to be presented by Good With Me, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

ADD H-11(d) A resolution waiving the six month requirement of Section “D” of Resolution No. 2000-562, and payment of the waiver fee required by City Council Resolution No. 2009-353 as to Good With Me, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

INFO H-12 Energy, Natural Resources & Sustainability Committee (7/27/17)

ADD H-13 Tampa Bay Water – (Oral) (Councilmember Nurse)


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Claire Karas, spoke in support of the Florida Sun Proposal brought forth by the Women League of Voters.

2. Carol Marks, 243 Mateo Way Northeast, spoke in support of the use of the $387,000 BP oil spill funds for funding solar energy loan programs in the City.

3. Peter McGuire, 555 5th Avenue Northeast, spoke regarding the Vinoy referendum.
4. Leslie Curran, 1445 Central Avenue, spoke in support of the $1 million appropriation from the Intown West being moved forward for Edge District improvements.

5. Winnie Foster, 311 57th Avenue South, spoke regarding global warming.

6. Mattie Wright, 3635 2nd Avenue South, spoke regarding the progress made in St. Petersburg.

7. Nat Fields, 555 5th Avenue Northeast, spoke in opposition to the proposed Vinoy Hotel parking lot and tennis court.

In connection with the Public Arts Commission report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Arts Commission report presented by Councilmember Steve Kornell.


In connection with public hearings, Joshua Johnson, Housing & Community Development Director gave a presentation to Council regarding the approval of the Fiscal Year 2017/18 Annual Action Plan. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2017-449 A RESOLUTION APPROVING THE FY 2017/18 ANNUAL ACTION PLAN (“PLAN”); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND TO EXECUTE ALL DOCUMENTS AND CONTRACTS NECESSARY FOR IMPLEMENTATION OF THE PLAN; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 1099-V. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Don Mastry, 200 Central Avenue, spoke in support of the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1099-V entitled:

**PROPOSED ORDINANCE NO. 1099-V**

AN ORDINANCE APPROVING A VACATION OF A 20-FOOT EAST/WEST ALLEY IN THE BLOCK BOUNDED BY CENTRAL AVENUE AND 1ST AVENUE NORTH BETWEEN 16TH STREET NORTH AND 17TH STREET NORTH, AN INGRESS-EGRESS EASEMENT AND A STORMWATER DRAINAGE EASEMENT AS DESCRIBED IN OR BOOK 18990, PAGE 1941, AND A 5-FOOT WIDE PERPETUAL AND EXCLUSIVE EASEMENT FOR WATER METER(S), WATER DISTRIBUTION LINE(S), AND BACKFLOW PREVENTION DEVICE(S) WITHIN LOT 13 AS DESCRIBED IN OR BOOK 12688, PAGE 1910; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 288-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 10, 2017 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 288-H**

AN ORDINANCE MAKING FINDINGS; PLACING A REFERENDUM ON THE BALLOT OF THE MUNICIPAL GENERAL ELECTION SCHEDULED FOR NOVEMBER 7, 2017, REGARDING AN AMENDMENT OF SECTION 4.05 OF THE CITY CHARTER TO PROVIDE FOR ADDITIONAL COUNCIL MEMBER COMMENTS ON THE CREATION OF NEW MANAGEMENT OR PROFESSIONAL NON-MANAGEMENT POSITIONS AND ON THE APPOINTMENT OR REMOVAL OF CITY COUNCIL OFFICE STAFF, AS WELL AS UPDATED LANGUAGE TO CLARIFY THE INTENT OF THIS SECTION; PROVIDING THAT SUCH AMENDMENT WILL BECOME EFFECTIVE ONLY IF THE REFERENDUM IS APPROVED BY A MAJORITY VOTE AND THE REVISED CHARTER IS FILED, WITH THE DEPARTMENT OF STATE; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.
In connection with new ordinances, the Clerk read the title of proposed Ordinance 289-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Bruce E. Smith, 3401 80th Street North, spoke in opposition to the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 10, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 289-H

AN ORDINANCE MAKING FINDINGS; PLACING A REFERENDUM ON THE BALLOT OF THE MUNICIPAL GENERAL ELECTION SCHEDULED FOR NOVEMBER 7, 2017, REGARDING AN AGREEMENT, WITH A TERM NOT EXCEEDING 20 YEARS AND UNDER CERTAIN CONDITIONS, FOR A PORTION OF WALTER FULLER PARK TO BE USED FOR THE PRIMARY PURPOSES OF BASEBALL, OTHER SPORTS, AND RELATED ACTIVITIES; AUTHORIZING THE CITY COUNCIL TO APPROVE SUCH AN AGREEMENT FOLLOWING APPROVAL OF THE REFERENDUM BY A MAJORITY VOTE; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 290-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Cathy Harrelson, 605 48th Avenue North, spoke in opposition to the proposed Ordinance.
2. Joni Gaines, 244 2nd Avenue North #201, spoke in support of the proposed Ordinance.
3. Harold Freedman, 1 Beach Drive Southeast #2705, spoke in support of the proposed Ordinance.
4. Willi Rudowsky, 1 Beach Drive Southeast #2705, spoke in support of the proposed Ordinance.

Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 10, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 290-H

AN ORDINANCE MAKING FINDINGS; PLACING A REFERENDUM ON THE BALLOT OF THE MUNICIPAL GENERAL ELECTION SCHEDULED FOR NOVEMBER 7, 2017, REGARDING THE PARTIAL RELEASE, SUBJECT TO CERTAIN CONDITIONS, OF THE RECREATION OPEN SPACE RESTRICTIVE COVENANT ON THE PORTIONS OF THE EDGEWATER INTERIOR PARCEL AND THE BAYWOOD PARK INTERIOR PARCEL, WEST OF THE EASTERN 200 FEET OF SAID PARCELS, THESE PARCELS BEING ADJACENT TO THE VINOY RENAISSANCE ST. PETERSBURG RESORT AND BEING GENERALLY LOCATED WESTERLY OF BAYSHORE DRIVE BETWEEN SEVENTH AND EXTENDED SIXTH AVENUE N.E.; AUTHORIZING THE MAYOR TO EXECUTE SUCH INSTRUMENTS AS ARE NECESSARY TO EFFECT SUCH A PARTIAL RELEASE FOLLOWING APPROVAL OF THE REFERENDUM BY A MAJORITY VOTE; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 291-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 10, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 291-H

AN ORDINANCE PROVIDING FOR THE ORDER IN WHICH THE REFERENDUM ITEMS ARE TO BE PLACED ON THE BALLOT IN THE ELECTION TO BE HELD ON NOVEMBER 7, 2017; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Anthony Holloway, Police Chief gave a PowerPoint presentation regarding the Quarterly Police Update. No action was taken.
Chair Rice recessed the meeting at 10:37 a.m. for a short break.

Chair Rice reconvened the meeting at 10:54 a.m.

In connection with reports, Sharon Wright, Sustainability Manager gave a PowerPoint presentation regarding the approval of funding for various solar power initiatives. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Jude Davis, 625 12th Avenue North, spoke in support of the proposed funding.
2. James Scott, 5318 6th Street South, spoke in support of the proposed funding.
3. Jessica Lewis, 3459 Iris Street North, spoke in support of the proposed funding.
4. Cathy Harrelson, 605 48th Avenue North, spoke in support of the proposed funding.

The following person(s) were present but did not wish to speak:

1. Lucinda Johnston, 348 11th Avenue Northeast, was in support of the proposed funding.
2. Beth Connor, 636 64th Avenue South, was in support of the proposed funding.

Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2017-450  A RESOLUTION APPROVING $75,000 IN FUNDING TO SUPPORT THE FLORIDA SOLAR UNITED NEIGHBORHOODS PROGRAM, WHICH PROMOTES CO-OPERATIVE INSTALLATION OF RENEWABLE ENERGY IN ST. PETERSBURG; APPROVING $300,000 IN FUNDING TO SUPPORT THE SOLAR AND ENERGY LOAN FUND (“SELF”) PROGRAM, WHICH PROVIDES UNDERSERVED COMMUNITIES WITH FINANCING OPTIONS FOR ENERGY CONSERVATION AND EFFICIENCY, RENEWABLE ENERGY, WIND-HAZARD MITIGATION, WATER QUALITY, AND OTHER RESILIENCY FEATURES; APPROVING A SUPPLEMENTAL APPROPRIATION FROM REMAINING BP SETTLEMENT FUNDS TO PROVIDE SUCH FUNDING; REQUESTING CITY STAFF NEGOTIATE AND PREPARE AGREEMENTS TO PROVIDE SUCH FUNDING; REQUESTING CITY STAFF TO ASSIST SELF IN IDENTIFYING AN APPROPRIATE FACILITY FOR USE AS AN OFFICE AND, IF SUCH FACILITY IS OWNED BY THE CITY, REQUESTING CITY STAFF NEGOTIATE AND PREPARE AN AGREEMENT FOR OCCUPANCY AND USE OF THAT FACILITY BY SELF; AND PROVIDING AN EFFECTIVE DATE.


Chair Rice recessed the meeting at 12:39 p.m. for a lunch break.

Chair Rice reconvened the meeting at 1:33 p.m.
Chair Rice recessed the City of St. Petersburg City Council meeting at 1:34 p.m. and convened as the Community Redevelopment Agency.

The City Council was reconvened at 2:05 p.m.

In connection with a Community Redevelopment item, Councilmember Nurse moved with the second Councilmember Wheeler-Bowman that the following resolution be adopted:

2017-451 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1 MILLION FROM THE UNAPPROPRIATED BALANCE OF THE INTOWN WEST TAX INCREMENT DISTRICT FUND (1107) FOR TRANSFER TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO THE EDGE DISTRICT IMPROVEMENTS PROJECT (16704) FOR THE COMPLETION OF PROJECTS WITHIN THE EDGE DISTRICT, AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Alan DeLisle, City Development Administrator gave a presentation to Council regarding the Port Update. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

2017-452 A RESOLUTION SUPPORTING BRINGING THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S SOUTHEAST FISHERIES SCIENCE CENTER TO THE CITY OF ST. PETERSBURG; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Rick Smith, Community Redevelopment Coordinator gave a presentation to Council regarding the commitment of tax increment revenues in the Intown Redevelopment Area. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-453 A RESOLUTION APPROVING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS COUNTY, FLORIDA FOR THE COMMITMENT OF TAX INCREMENT REVENUES IN THE INTOWN REDEVELOPMENT AREA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDED AND RESTATED INTERLOCAL AGREEMENT; SUPERSEDING RESOLUTION 2017-260; AND PROVIDING AN EFFECTIVE DATE.
In connection with new ordinances, the Clerk read the title of proposed Ordinance 292-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) were present but did not wish to speak:

1. Harold Freedman, 1 Beach Drive Southeast, was in opposition to the proposed Ordinance.
2. Willi Rudowsky, 1 Beach Drive Southeast, was in opposition to the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 24, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 292-H

AN ORDINANCE ADOPTING AMENDMENTS TO THE INTOWN REDEVELOPMENT PLAN (IRP) OF THE CITY OF ST. PETERSBURG, TO DELETE THE REFERENCE TO "MIXED-USE TRANSPORTATION FACILITY" IN TABLE 2 AND REALLOCATE ITS $14 MILLION IN ALLOWABLE PROJECT COSTS THAT CAN BE FUNDED BY TAX INCREMENT FINANCING (TIF) TO THE "ENHANCEMENTS TO THE MUNICIPAL PIER PROJECT" AND/OR "ENHANCEMENTS TO THE DOWNTOWN WATERFRONT MASTER PLAN IMPROVEMENTS IN THE PIER DISTRICT" AS WELL AS TO THE "DOWNTOWN TRANSPORTATION AND PARKING IMPROVEMENTS" PROJECT; ESTABLISH A CEILING IN THE AMOUNT OF $190,984,882 FOR TOTAL TIF CONTRIBUTIONS NEEDED TO COMPLETE THE IRP PROGRAM FOR THE PROJECTS LISTED IN TABLE 2; AND ALLOW FOR DISCUSSIONS BETWEEN THE CITY OF ST. PETERSBURG AND PINELLAS COUNTY ON FUTURE PROJECTS IN THE INTOWN REDEVELOPMENT AREA AND ENABLE CERTAIN AMENDMENTS TO THE IRP INTERLOCAL AGREEMENT TO MODIFY THE TERMS FOR USE OF IRP TIF REVENUES IF MUTUALLY AGREED UPON; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
In connection with reports, Carlos Frey, Engineering Design Manager and Public Works Administrator Claude Tankersley presented the Sewer Report. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Cathy Harrelson, 605 48th Avenue North, spoke in support of City initiatives to repair the City’s stormwater system.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-454  A RESOLUTION APPROVING AN ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND CH2M HILL ENGINEERS, INC. (“A/E”) FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DEVELOPMENT OF A STORMWATER MANAGEMENT MASTER PLAN (“A/E AGREEMENT”); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE A/E AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE A/E AGREEMENT; AUTHORIZING PAYMENT TO THE A/E IN THE AMOUNT NOT TO EXCEED $265,579.19 FOR PHASE 1, BASIN C HYDROLOGIC AND HYDRAULIC ANALYSIS FOR THE STORMWATER MANAGEMENT MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-455  A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 16-01-GS/W TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 13, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND GRISSOM SMITH, LLC (“GRISSOM”) FOR GRISSOM TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE NORTHEAST WATER RECLAMATION FACILITY (NEWRF) AERATION BLOWER REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $61,581, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED OF $121,848; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $43,848 FROM THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003) TO THE WRF NE BLOWERS FY17 PROJECT (15925); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1; AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 17075-111; ORACLE NO. 15925)

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-456  A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO ELECTRICAL ENGINEERING ENTERPRISES, INC. FOR ELECTRICAL REPAIRS AT THE COSME WATER TREATMENT PLANT FOR THE WATER-RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $195,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with a new business item presented by Councilmember Steve Kornell, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Montanari that the following resolution be adopted as amended:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Committee of the Whole for consideration to consider a discussion regarding the possibility of enacting an ordinance stating that all new bike lanes must be protected bike lanes.


In connection with a new business item presented by Councilmember James R. Kennedy, Jr., Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted as amended:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Legislative Affairs and Intergovernmental Relations Committee for consideration to consider contacting the Florida Legislature regarding their decision to defund the Joint Center.


In connection with the Land Use and Transportation report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Land Use and Transportation report presented by Chair Rice.


In connection with the Budget, Finance and Taxation report of July 20, 2017, Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Cathy Harrelson, spoke in support of the City Trails Shade Tree Planting Program Project.

Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

2017-457 A RESOLUTION OF THE CITY COUNCIL APPROVING THE RECOMMENDATION OF THE BUDGET, FINANCE AND TAXATION COMMITTEE TO ADD THE CITY TRAILS SHADE TREE PLANTING PROGRAM PROJECT TO THE WEEKI WACHEE PROJECT LIST; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Kennedy moved with the second of Councilmember Foster that the following resolution be adopted:

2017-458 A RESOLUTION OF THE CITY COUNCIL APPROVING THE RECOMMENDATION OF THE BUDGET, FINANCE AND TAXATION COMMITTEE TO ADD THE BOOKER CREEK PARK PROJECT TO THE WEEKI WACHEE PROJECT LIST; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting August 24, 2017 as the public hearing date for the following proposed Ordinance(s):
AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 4 OF THE ST. PETERSBURG CITY CODE RELATING TO PARTICIPATION REQUIREMENTS FOR SMALL BUSINESS ENTERPRISES; PROVIDING FOR ANNUAL CITY WIDE GOALS FOR SMALL BUSINESS ENTERPRISE PARTICIPATION; PROVIDING FOR CORRECTIVE ACTION AND PENALTIES; PROVIDING FOR CITIZEN MEMBERSHIP ON THE SMALL BUSINESS ENTERPRISE COMMITTEE; REQUIRING QUARTERLY UPDATES TO CITY COUNCIL REGARDING THE AWARDING OF CONTRACTS TO SMALL BUSINESS ENTERPRISES; AND PROVIDING AN EFFECTIVE DATE.

In connection with the Budget, Finance and Taxation report of July 27, 2017, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Nurse that the following resolution be adopted:

2017-459 A RESOLUTION OF THE CITY COUNCIL APPROVING THE RECOMMENDATION OF THE BUDGET, FINANCE AND TAXATION COMMITTEE TO REQUEST ADMINISTRATION TO DRAFT A PLAN TO RAISE RECLAIMED WATER RATES OVER A PERIOD OF THREE YEARS TO FULLY RECOVER THE COST OF THE RECLAIMED WATER SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:

2017-460 A RESOLUTION APPROVING THE RECOMMENDATIONS OF THE BUDGET, FINANCE, AND TAXATION COMMITTEE RELATED TO A TIERED STORMWATER RATE STRUCTURE FOR SINGLE FAMILY RESIDENTIAL PARCELS AND MAPPING IMPERVIOUS SURFACE AREAS IN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Kennedy moved with the second of Councilmember Montanari that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the July 20 & July 27, 2017 Budget, Finance and Taxation Committee reports presented by Councilmember James R. Kennedy, Jr.


In connection with the Public Services and Infrastructure Committee reports of July 20 & July 27, 2017, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee reports of July 20 & July 27, 2017 presented by Councilmember Ed Montanari.


In connection with the Youth Services Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Wheeler-Bowman moved with the second of Councilmember Foster that the following resolution be adopted as amended:

2017-461 A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF $30,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO MAYOR'S OFFICE, SCHOOLS AND GRANT DIVISION (0201253) TO PROVIDE FUNDING FOR THE IMPLEMENTATION OF MS. KENDRA'S LIST INTO ST. PETERSBURG SCHOOLS AND RECREATION CENTERS; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Wheeler-Bowman moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Youth Services Committee report of July 20, 2017 presented by Councilmember Lisa Wheeler-Bowman.

In connection with the Committee of the Whole: Proposed Charter Amendment Section 4.05; Walter Fuller Referendum/Proposed Ordinance; Vinoy Referendum/Proposed Ordinance report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kennedy moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Committee of the Whole: Proposed Charter Amendment Section 4.05; Walter Fuller Referendum/Proposed Ordinance; Vinoy Referendum/Proposed Ordinance report of July 20, 2017 presented by Chair Rice.


In connection with the Housing Services Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing Services Committee report of July 27, 2017 presented by Councilmember Karl Nurse.


In connection with the Co-Sponsored Events Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolutions be adopted:

2017-462 A RESOLUTION APPROVING AN EVENT FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY2017; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(A)8 FOR THE CO-SPONSORED EVENT TO BE PRESENTED BY GOOD WITH ME, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

2017-463 A RESOLUTION WAIVING THE SIX MONTH REQUIREMENT OF SECTION "D" OF RESOLUTION NO. 2000-562, AND PAYMENT OF THE WAIVER FEE REQUIRED BY CITY COUNCIL RESOLUTION NO. 2009-353 AS TO GOOD WITH ME, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolutions be adopted:

2017-464 A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING 97X BBQ (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

2017-465 A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FISCAL YEAR 2018; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(A)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY FESTIVALS OF SPEED, L.L.C., LIVE NATION WORLDWIDE, INC., AND COX RADIO, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Co-Sponsored Events Committee report of July 27, 2017 presented by Councilmember Charles Gerdes.


In connection with the Energy, Natural Resources & Sustainability Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Energy, Natural Resources & Sustainability Committee report of July 27, 2017 presented by Chair Rice.

In connection with the Tampa Bay Water report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Tampa Bay Water report presented by Councilmember Karl Nurse.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Angela Davis, 2700 5th Avenue South, spoke regarding permitting issues related to First Pilgrim Evangelical Missionary Baptist Church.
CONSENT AGENDA
COUNCIL MEETING
CITY OF ST. PETERSBURG

Consent Agenda A
August 3, 2017

NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.
CONSENT AGENDA
COUNCIL MEETING
CITY OF ST. PETERSBURG

Consent Agenda B
August 3, 2017

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

2017-437

1. Accepting a bid from Trias Construction LLC for the Frank Pierce Center Renovations Project, in an amount not to exceed $427,300.00; rescinding unencumbered appropriations in the amount of $46,000 from the Recreation Center Improvements FY16 Project (15095) and $39,000 from the Recreation Center Improvements FY17 Project (15614) both in the Recreation and Culture Capital Improvement Fund (3029); approving a supplemental appropriation in the amount of $85,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from these rescissions to the Frank Pierce Center Reno/Imps. Project (Engineering Project No. 16201-017; Oracle Project No. 15094); and providing an effective date.

2017-438

2. Accepting a proposal from Greenfields Outdoor Fitness, Inc., a sole source supplier, for outdoor exercise equipment for the Parks and Recreation Department at a total cost of $298,325.

2017-439

3. Accepting a proposal from the Florida Department of Management Services, a sole source supplier, for communications services through the State's CentraNet (CNET) SUNCOM program, for the Department of Technology Services at a total contract amount of $130,000.

2017-440

4. Awarding a contract to Tampa Bay Marine, Inc. in the amount of $116,750 for the Municipal Marina – North Dock House Beam Repair. (Engineering Project Number 17065-119; Oracle Number 15619).

2017-441

5. Approving a cost-plus-fixed-fee agreement between the City of St. Petersburg, Florida ("City") and Air Mechanical & Service Corp. ("AMSCO"), for construction management services for the upgrade and replacement of Heating Ventilating & Air-Conditioning (HVAC) equipment for City Hall; approving supplemental appropriations in the amount of $48,426 from the unappropriated balance of the General Capital Improvement Fund (3001) and in the amount of $28,019 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031) to the MOB Repairs.
and Improvement Project (Engineering Project No. 16229-119; Oracle No. 14607) to provide the funding necessary for this agreement and other project related costs such as engineering services, contingency and other soft costs; authorizing the City Attorney to make non-substantive changes to the construction management agreement; authorizing the Mayor, or his designee to execute the agreement; authorizing payment to AMSCO in an amount not to exceed $33,911 for the preconstruction phase services; and providing an effective date.

6. Authorizing the Mayor, or his designee, to execute a License Agreement with NexGen Venture Partners, LLC, a Florida limited liability company, for an initial term of one (1) year, with annual renewal options of four (4), 1-year terms, for the use of certain space located on the rooftop of the City-owned Municipal Services Center located at One Fourth Street North, St. Petersburg.

7. Authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida Board of Trustees ("USF"), a public body corporate, to utilize certain City-owned submerged lands in Bayboro Harbor, described herein, to operate the USF College of Marine Science Moorage for a term of five (5) years at a rental rate of $10.00 for the term.

8. Authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida, a public body corporate, for its College of Marine Science to utilize an approximately 100 square foot area in Campbell Park on the bank of Booker Creek, described herein, for the operation of a weather and water monitoring station, for a term of three (3) years, at an aggregate rent of $36.00 for the term. (Requires affirmative vote of at least six (6) members of City Council.)

9. A resolution approving the plat of Times Publishing Plaza, generally located northeast of the intersection of 13th Avenue North and US Highway 19 North (34th Street North); setting forth conditions for approval; and providing an effective date. (City File: 16-20000006)

10. Approving an agreement with the Pinellas County Supervisor of Elections for support services for the Municipal General Election to be held November 7, 2017; approving a supplemental appropriation in the amount of $21,869.12 from the unappropriated balance of the General Fund.

11. Authorizing the Mayor or his designee to execute a two-year Extension of the Fire Protection Services Agreement with Pinellas County for the provision of fire protection and suppression services to the Gandy Fire District

12. Confirming the appointment of Jennifer French as a regular member to the Committee to Advocate for Persons with Impairments to serve an unexpired three-year term ending December 31, 2017.

13. Confirming City Council Chair Appointments to Forward Pinellas.
08/03/2017

There being no further business, Chair Rice adjourned the meeting at 5:38 p.m.

______________________________
Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _______________________
Chan Srinivasa, City Clerk
REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
THURSDAY, August 10, 2017, AT 3:00 P.M.

Chair Darden Rice called the meeting to order with the following members present: Amy Foster, Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. City Administrator Dr. Gary Cornwell, City Attorney Jacqueline Kovilaritch, City Clerk Chan Srinivasa and Office Systems Specialist Paul Traci were also in attendance. Absent: Karl Nurse.

Councilmember Nurse entered the meeting at 3:08 p.m.

In connection with the approval of the agenda, Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda.


In connection with the Awards and Presentations portion of the agenda, Cesar Morales, SRI International Program Manager gave a presentation to Council regarding the SRI International presentation. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Mayor Rick Kriseman presented the Key to the City to Dr. Bill Law.

In connection with the Awards and Presentations portion of the agenda, Mayor Rick Kriseman presented a Proclamation proclaiming August 10, 2017 as the opening day of the 90th Anniversary of Gibbs High School.

In connection with the Awards and Presentations portion of the agenda, Rui Farias, gave a presentation to Council regarding the St. Petersburg Museum of History Summer Camp. No action was taken.
In connection with the Awards and Presentations portion of the agenda, Councilmember James R. Kennedy, Jr. introduced incoming Executive Director of CASA Lariana Forsythe. No action was taken.

In connection with the Awards and Presentations portion of the agenda, City Administrator Dr. Gary Cornwell recognized and endorsed the weekend of July 21-23, 2017 as National Parents Day Weekend.

The Chair recessed the meeting at 3:58 p.m. for a short break.

The Chair reconvened the meeting at 4:05 p.m.

In connection with public hearings, the Clerk read the title of proposed Ordinance 288-H. Assistant City Attorney Brett Pettigrew gave a brief overview to Council regarding the proposed Ordinance. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 288-H entitled:

PROPOSED ORDINANCE NO. 288-H

AN ORDINANCE MAKING FINDINGS; PLACING A REFERENDUM ON THE BALLOT OF THE MUNICIPAL GENERAL ELECTION SCHEDULED FOR NOVEMBER 7, 2017, REGARDING AN AMENDMENT OF SECTION 4.05 OF THE CITY CHARTER TO PROVIDE FOR ADDITIONAL COUNCIL MEMBER COMMENTS ON THE CREATION OF NEW MANAGEMENT OR PROFESSIONAL NON-MANAGEMENT POSITIONS AND ON THE APPOINTMENT OR REMOVAL OF CITY COUNCIL OFFICE STAFF, AS WELL AS UPDATED LANGUAGE TO CLARIFY THE INTENT OF THIS SECTION; PROVIDING THAT SUCH AMENDMENT WILL BECOME EFFECTIVE ONLY IF THE REFERENDUM IS APPROVED BY A MAJORITY VOTE AND THE REVISED CHARTER IS FILED, WITH THE DEPARTMENT OF STATE; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 289-H. Assistant City Attorney Brett Pettigrew gave a brief overview to Council regarding the proposed
Ordinance. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Susan Buckley, 7630 32nd Avenue North, spoke in opposition to the proposed Ordinance.
2. Nance Francisco, 8027 33rd Avenue North, spoke in opposition to the proposed Ordinance.
3. Mary Jane Heatwole, 8026 27th Avenue North, spoke in opposition to the proposed Ordinance.
4. Bill Mathews, 639 66th Avenue South, spoke in support of the proposed Ordinance.
5. Alberto Santos, 7930 26th Avenue North, spoke in support of the proposed Ordinance.
6. Ed Carlson, 7691 30th Avenue North, spoke in support of the proposed Ordinance.
7. Mariam Scott, 8000 27th Avenue North, spoke in opposition to the proposed Ordinance.
8. Bruce Smith, 3401 80th Street North, spoke in opposition to the proposed Ordinance.

Steve Nadel, St. Petersburg Baseball Commission Director gave remarks regarding the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 289-H entitled:

PROPOSED ORDINANCE NO. 289-H

AN ORDINANCE MAKING FINDINGS; PLACING A REFERENDUM ON THE BALLOT OF THE MUNICIPAL GENERAL ELECTION SCHEDULED FOR NOVEMBER 7, 2017, REGARDING AN AGREEMENT, WITH A TERM NOT EXCEEDING 20 YEARS AND UNDER CERTAIN CONDITIONS, FOR A PORTION OF WALTER FULLER PARK TO BE USED FOR THE PRIMARY PURPOSES OF BASEBALL, OTHER SPORTS, AND RELATED ACTIVITIES; AUTHORIZING THE CITY COUNCIL TO APPROVE SUCH AN AGREEMENT FOLLOWING APPROVAL OF THE REFERENDUM BY A MAJORITY VOTE; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 290-H. Assistant City Attorney Brett Pettigrew gave a brief overview to Council regarding the proposed Ordinance. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

...
1. Peter McGuire, 555 5th Avenue Northeast, spoke in opposition to the proposed Ordinance.
2. Pam McNickle, 555 5th Avenue Northeast, spoke in opposition to the proposed Ordinance.
3. Elizabeth Brookman, 555 5th Avenue Northeast, spoke in opposition to the proposed Ordinance.
4. Hugh Tulloch, 555 5th Avenue Northeast, expressed his concerns regarding the proposed Ordinance.
5. Nat Fields, 555 5th Avenue Northeast, spoke in opposition to the proposed Ordinance.
6. Louis Orloff, 555 5th Avenue Northeast, spoke in opposition to the proposed Ordinance.
7. Craig Taraszici, 333 3rd Avenue North #20, spoke in opposition to the proposed Ordinance.
8. Marsha Kuhlman, 555 5th Avenue Northeast, expressed her concerns regarding the proposed Ordinance.
9. Kyle Parks, 1120 North Shore Drive Northeast, spoke in support of the proposed Ordinance.
10. Ed Armstrong, spoke in support of the proposed Ordinance.

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 290-H entitled:

PROPOSED ORDINANCE NO. 290-H

AN ORDINANCE MAKING FINDINGS; PLACING A REFERENDUM ON THE BALLOT OF THE MUNICIPAL GENERAL ELECTION SCHEDULED FOR NOVEMBER 7, 2017, REGARDING THE PARTIAL RELEASE, SUBJECT TO CERTAIN CONDITIONS, OF THE RECREATION OPEN SPACE RESTRICTIVE COVENANT ON THE PORTIONS OF THE EDGEWATER INTERIOR PARCEL AND THE BAYWOOD PARK INTERIOR PARCEL, WEST OF THE EASTERN 200 FEET OF SAID PARCELS, THESE PARCELS BEING ADJACENT TO THE VINOY RENAISSANCE ST. PETERSBURG RESORT AND BEING GENERALLY LOCATED WESTERLY OF BAYSHORE DRIVE BETWEEN SEVENTH AND EXTENDED SIXTH AVENUE N.E.; AUTHORIZING THE MAYOR TO EXECUTE SUCH INSTRUMENTS AS ARE NECESSARY TO EFFECT SUCH A PARTIAL RELEASE FOLLOWING APPROVAL OF THE REFERENDUM BY A MAJORITY VOTE; PROVIDING A BALLOT TITLE AND SUMMARY FOR THE REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

In connection with public hearings, the Clerk read the title of proposed Ordinance 291-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 291-H entitled:

PROPOSED ORDINANCE NO. 291-H

AN ORDINANCE PROVIDING FOR THE ORDER IN WHICH THE REFERENDUM ITEMS ARE TO BE PLACED ON THE BALLOT IN THE ELECTION TO BE HELD ON NOVEMBER 7, 2017; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


There being no further business, Chair Rice adjourned the meeting at 5:36 p.m.

Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:________________________________________
Chan Srinivasa, City Clerk
Chair Darden Rice called the meeting to order with the following members present: Amy Foster, Charles Gerdes, James R. Kennedy, Jr., Steve Kornell, Ed Montanari, Karl Nurse, Darden Rice and Lisa Wheeler-Bowman. Mayor Rick Kriseman, City Administrator Dr. Gary Cornwell, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent: None.

In connection with the approval of the agenda, Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

DELETE CA-1 Approving the renewal of blanket purchase agreements with Life Extension Clinics, Inc., dba Life Scan Wellness Centers and U.S. HealthWorks Medical Group of Florida, Inc. for medical examinations and health testing services for the Human Resources, Fire, Police, and Parks and Recreation Departments, at an estimated annual cost of $320,000, for a total contract amount of $1,570,000.

INFO CB-7 Authorizing the Mayor or his designee to execute an agreement between the Juvenile Welfare Board of Pinellas County (JWB) and City of St. Petersburg, Florida (City) for a term of one year (Agreement) that provides for: 1) a partnership between the City and JWB for $1,000,000 for youth services in specific areas at a cost of $500,000 to both the City and JWB, and 2) a grant from JWB in the amount of $1,453,924 for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center Based Teen Programs.

MOVED CB-8 Approving a second amendment to the contract between the City of St. Petersburg, Florida and Hubbard Construction Company for the City Wide Street Milling and Resurfacing Project to extend the term and increase the contract price in an amount not to exceed $344,000 for a total contract price not to exceed $8,569,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an
MOVED CB-12 A resolution ratifying and approving the agreement between Bob Gualtieri, Sheriff of Pinellas County, Florida ("Sheriff"), and the City of St Petersburg, Florida ("City") for the Sheriff to provide crime scene services for major crime scenes for the term which commenced on October 1, 2016 and expires on September 30, 2017; approving an agreement between the Sheriff and the City for the Sheriff to provide crime scene services for major crime scenes for the term commencing on October 1, 2017 and expiring on September 30, 2018; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions. [MOVED TO REPORTS AS ITEM E-4]

ADD CB-14 Approving the minutes of the July 13, and July 20, 2017 City Council meetings.

ADD CB-15 Confirming the appointment of Derrill McAteer as Assistant City Attorney.

ADD CB-16 Approval of changing the beginning time of the September 7, 2017 City Council meeting from 8:30 am to 1:30 pm.

DEFER F-4 Requesting Administration to provide an update on Commerce Park. (Councilmember Wheeler-Bowman) [DEFERRED TO SEPTEMBER 7, 2017 CITY COUNCIL MEETING]

DEFER F-5 Requesting Administration to provide a report on the selection of The Callaloo Group for the Manhattan Casino. (Councilmember Wheeler-Bowman) [DEFERRED TO SEPTEMBER 7, 2017 CITY COUNCIL MEETING]

DELETE G-2 Public Arts Commission – (Oral) (Councilmember Kornell)

DELETE G-3 Tampa Bay Regional Planning Council – (Oral) (Councilmember Kornell)

ADD G-5(a) A resolution denouncing the practice of conversion therapy on minors; discouraging any person from performing the practice of conversion therapy on minors in the City of St. Petersburg.

ADD G-5(b) 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).

In connection with approval of the Consent Agenda, Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Barbara Voglewede, 1113 Dr. Martin Luther King, Jr. Street South, spoke in support of Consent Agenda item CB-13.

Councilmember Nurse moved with the second of Councilmember Wheeler-Bowman that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Dick Pierce, 939 Beach Drive Northeast, spoke regarding the Manhattan Casino.
3. Jessica Lewis, 3459 Iris Street North, spoke regarding election campaign funding.
4. Brian Pitts, 1119 Newton Avenue South, spoke regarding teen auto theft.
5. Karen Lieberman, spoke regarding election campaign funding.
6. Rick Smith, spoke regarding election campaign funding.
7. Andy Oliver, spoke regarding election campaign funding.
8. Julia Sharp, spoke regarding election campaign funding.
9. Julie Kessel, spoke regarding election campaign funding.
10. Larry Newsome, 5805 Calais Lane North, spoke in support of the living wage ordinance.
11. Gloria Campbell, spoke regarding the Manhattan Casino.
12. John Mohammad, spoke regarding the Manhattan Casino.
13. Kofi Hunt, spoke in support of the living wage ordinance.
14. Theresa Lassiter, 2300 36th Street South, spoke regarding the Manhattan Casino.
15. Gene Smith, 430 5th Street North, spoke regarding the Energy, Natural Resources and Sustainability Committee report.
16. Joni James, 244 2nd Avenue North, spoke in support of the Bus Rapid Transit Service resolution.
17. Eritha Cainion, spoke regarding the Manhattan Casino.
18. Jesse Nevel, spoke regarding the Manhattan Casino.
19. Wengay Newton, spoke regarding urban displacement projects in Midtown.
20. Robert Ward, spoke regarding the Manhattan Casino.
21. Chuck Egerter, spoke regarding the Manhattan Casino.
22. Corey Givens, 777 38th Avenue South, spoke in support of the living wage ordinance.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 294-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Chris Steinocher, 100 2nd Avenue North, spoke in support of the proposed Ordinance.
2. Tom Kennedy, 908 Wellington Drive, spoke in support of the proposed Ordinance.

Councilmember Nurse moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting September 21, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 294-H

AN ORDINANCE 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; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Public Services and Infrastructure Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the City of St. Petersburg default to State Law regarding the dispensing of medical marijuana.

Councilmember Foster moved with the second of Councilmember Kornell that the following resolution be adopted:

2017-485 A RESOLUTION DENOUNCING THE PRACTICE OF CONVERSION THERAPY ON MINORS; DISCOURAGING ANY PERSON FROM PERFORMING THE PRACTICE OF CONVERSION THERAPY ON MINORS IN THE CITY OF ST. PETERSBURG; AND PROVIDING AN EFFECTIVE DATE.


The Clerk read the title of proposed Ordinance 295-H. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Carol Vallee, spoke in support of the proposed Ordinance.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting September 7, 2017 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 295-H

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.


Councilmember Kornell moved with the second of Councilmember Foster that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request an opinion from the Attorney General regarding the requirements for an equity study to change Business Tax classifications.

Councilmember Kornell moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee report of August 17, 2017 presented by Councilmember Steve Kornell.


In connection with reports, Major Shannon Halstead, Police Investigative Services gave a presentation to Council regarding crime scene services for major crimes occurring in St. Petersburg being provided by the Pinellas County Sheriff’s Office. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Montanari moved with the second of Councilmember Foster that the following resolution be adopted:

2017-486 A RESOLUTION RATIFYING AND APPROVING THE AGREEMENT BETWEEN BOB GUALTIERI, SHERIFF OF PINELLAS COUNTY, FLORIDA (“SHERIFF”), AND THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) FOR THE SHERIFF TO PROVIDE CRIME SCENE SERVICES FOR MAJOR CRIME SCENES FOR TERM WHICH COMMENCED ON OCTOBER 1, 2016 AND EXPIRES ON SEPTEMBER 30, 2017; APPROVING AN AGREEMENT BETWEEN THE SHERIFF AND THE CITY FOR THE SHERIFF TO PROVIDE CRIME SCENE SERVICES FOR MAJOR CRIME SCENES FOR TERM COMMENCING ON OCTOBER 1, 2017 AND EXPIRING ON SEPTEMBER 30, 2018; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Evan Mory, Transportation and Parking Management Director presented the Bus Rapid Transit Update. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Chris Steinocher, 100 2nd Avenue North, spoke in support of the proposed Central Avenue Bus Rapid Transit resolution.

Councilmember Kennedy moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:
A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL SUPPORTING THE PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA) IN ITS EFFORTS TO DESIGN AND CONSTRUCT THE CENTRAL AVENUE BUS RAPID TRANSIT (BRT) SERVICE CONNECTING DOWNTOWN ST. PETERSBURG TO THE GULF COAST BEACHES; REQUESTING ADMINISTRATION TO WORK WITH PSTA, FORWARD PINELLAS AND STAKEHOLDERS TO FINALIZE ENGINEERING AND COST ESTIMATES; SUPPORTING THE CITY CONTRIBUTING TO THE CENTRAL AVENUE BRT PROJECT THROUGH LONG TERM MAINTENANCE OF CITY-OWNED ROADWAYS UPON WHICH BRT VEHICLES WILL TRAVEL, AND THROUGH A YET TO BE DETERMINED CAPITAL CONTRIBUTION TO THE LOCAL SHARE OF THE PROJECT, SUBJECT TO APPROPRIATION OF FUNDS AND APPROVAL OF A FUNDING AGREEMENT WITH PSTA; REQUESTING ADMINISTRATION TO IDENTIFY SOURCES AND LEVELS OF LOCAL FUNDING AND NEGOTIATE A FUNDING AGREEMENT FOR CITY COUNCIL'S CONSIDERATION; AND PROVIDING AN EFFECTIVE DATE.


In connection with a Consent Agenda item, Councilmember Kennedy moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve changing the start time of the September 7, 2017 City Council meeting from 8:30 a.m. to 10:00 a.m.


Chair Rice recessed the meeting at 5:41 p.m. for a dinner break.

Chair Rice reconvened the meeting at 6:22 p.m.

Chair Rice recessed the City of St. Petersburg City Council meeting at 6:23 p.m. and convened as the Community Redevelopment Agency.

The City Council was reconvened at 7:04 p.m.

In connection with a Community Redevelopment item, the Clerk read the title of proposed Ordinance 292-H. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second Councilmember Kennedy that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 292-H entitled:

PROPOSED ORDINANCE NO. 292-H

AN ORDINANCE ADOPTING AMENDMENTS TO THE INTOWN REDEVELOPMENT PLAN (IRP) OF THE CITY OF ST. PETERSBURG, TO DELETE THE REFERENCE TO “MIXED-USE TRANSPORTATION FACILITY” IN TABLE 2 AND REALLOCATE ITS $14 MILLION IN ALLOWABLE PROJECT COSTS THAT CAN BE FUNDED BY TAX INCREMENT FINANCING (TIF) TO THE “ENHANCEMENTS TO THE MUNICIPAL PIER PROJECT” AND/OR “ENHANCEMENTS TO THE DOWNTOWN WATERFRONT MASTER PLAN IMPROVEMENTS IN THE PIER DISTRICT” AS WELL AS TO THE “DOWNTOWN TRANSPORTATION AND PARKING IMPROVEMENTS” PROJECT; ESTABLISH A CEILING IN THE AMOUNT OF $190,984,882 FOR TOTAL TIF CONTRIBUTIONS NEEDED TO COMPLETE THE IRP PROGRAM FOR THE PROJECTS LISTED IN TABLE 2; AND ALLOW FOR DISCUSSIONS BETWEEN THE CITY OF ST. PETERSBURG AND PINELLAS COUNTY ON FUTURE PROJECTS IN THE INTOWN REDEVELOPMENT AREA AND ENABLE CERTAIN AMENDMENTS TO THE IRP INTERLOCAL AGREEMENT TO MODIFY THE TERMS FOR USE OF IRP TIF REVENUES IF MUTUALLY AGREED UPON; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Foster that the following resolutions be adopted:

2017-488 A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1580; PROVIDING FOR AN INTEREST RATE ON UNPAID ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

2017-489 A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1226 (“SEC 1226”) AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN
THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 452 ("DMO NO. 452") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 293-H, Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Grady Terrell, 2067 1st Avenue North, spoke in opposition to the proposed Ordinance.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 293-H entitled:

PROPOSED ORDINANCE NO. 293-H

be adopted on second and final reading as amended.

Councilmember Montanari moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council refer to the Budget, Finance, & Taxation Committee for consideration to consider a discussion regarding a disparity study.


In connection with reports, Noah Taylor, Planner gave a presentation to Council regarding a Repetitive Loss Area Analysis that provides educational information to the residents of Riviera Bay and Shore Acres regarding the flooding hazards within that area. Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Walter Donnelly, 6 Academy Way South, spoke regarding the Sewer Report.

Councilmember Kornell moved with the second of Councilmember Nurse that the following resolution be adopted:

2017-491 A RESOLUTION DECLARING ATLAS COPCO COMPRESSORS LLC TO BE A SOLE SOURCE SUPPLIER FOR MAINTENANCE AND REPAIR SERVICES FOR FOUR (4) AERATION BLOWERS AT THE SOUTHWEST WATER RECLAMATION FACILITY FOR THE WATER RESOURCES DEPARTMENT; APPROVING A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH ATLAS COPCO COMPRESSORS LLC FOR MAINTENANCE AND REPAIR SERVICES FOR FOUR (4) AERATION BLOWERS AT THE SOUTHWEST WATER RECLAMATION FACILITY FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $270,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2017-492 A RESOLUTION APPROVING PARTIAL CONTROL ESTIMATE #4 FOR WRF NW NEW FILTERS FY17 PROJECT (ENGINEERING NO. 17052-111: NWWRF EFFLUENT FILTRATION IMPROVEMENTS; ORACLE NO. 15926)
IN AN AMOUNT NOT TO EXCEED $199,227 (FOR A TOTAL PARTIAL CONTROL ESTIMATE FOR WRFNW NEW FILTERS FY17 PROJECT (ENGINEERING NO. 17052-111: NWWRF EFFLUENT FILTRATION IMPROVEMENTS; ORACLE NO. 15926) NOT TO EXCEED $4,384,238; APPROVING PARTIAL CONTROL ESTIMATE #3 FOR WRF NW NEW INJECTION WELLS FY17 PROJECT (ENGINEERING NO. 17053-111: NWWRF RECLAIMED WATER & INJECTION WELLS IMPROVEMENTS; ORACLE NO. 15927) IN AN AMOUNT NOT TO EXCEED $129,108 (FOR A TOTAL PARTIAL CONTROL ESTIMATE FOR WRF NW NEW INJECTION WELLS FY17 PROJECT (ENGINEERING NO. 17053-111: NWWRF RECLAIMED WATER & INJECTION WELLS IMPROVEMENTS; ORACLE NO. 15927) NOT TO EXCEED $2,092,063); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FOURTH AMENDMENT TO INCORPORATE THE ABOVE REFERENCED PARTIAL CONTROL ESTIMATES INTO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PCL CONSTRUCTION INC. DATED APRIL 17, 2017, AS AMENDED, AND MODIFY OTHER NECESSARY SECTIONS OF SUCH CONTRACT; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

2017-493 A RESOLUTION ACCEPTING THE PROPOSALS AND APPROVING THE AWARD OF THREE-YEAR BLANKET AGREEMENTS TO BASF CORPORATION AND POLYDYNE INC. IN A COMBINED AMOUNT NOT TO EXCEED $1,400,000 FOR THE INITIAL TERM FOR THE PURCHASE AND DELIVERY OF POLYMER PRODUCTS FOR THE WATER RESOURCES DEPARTMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.


In connection with a new business item presented by Councilmember Ed Montanan, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council refer to the Public Services and Infrastructure Committee for
consideration to consider a discussion regarding the City's ability to regulate drones.


In connection with a new business item presented by Councilmember Amy Foster, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Wheeler-Bowman moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council refer to the Committee of the Whole for consideration to consider a discussion regarding enhancements to Booker Creek Park, which is on the Weeki Wachee project list.


In connection with a new business item presented by Councilmember Karl Nurse, Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Cathy Harrelson, 605 48th Avenue North, spoke in support of the new business item.

Councilmember Nurse moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council refer to the Committee of the Whole for consideration to consider a discussion of a multiyear shade tree planting program along City trails and roadways funded through the Weeki Wachee fund.


The Chair recessed the meeting at 8:40 p.m. for a short break.

The Chair reconvened the meeting at 8:51 p.m.

In connection with the Homeless Leadership Board report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Homeless Leadership Board report presented by Councilmember Amy Foster.


In connection with the Budget, Finance & Taxation Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request that the Budget Department’s Fiscal Year 2019 Budget Presentation include a $ 2 million general fund transfer to Water Resources.


Councilmember Gerdes moved with the second of Councilmember Kennedy that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance & Taxation Committee report of August 17, 2017 presented by Councilmember Kennedy.


In connection with the Energy, Natural Resources & Sustainability Committee report, Chair Rice asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Cathy Harrelson, 605 48th Avenue North, spoke in support of energy efficiency.

Councilmember Nurse moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council support the presented concept and refer to the Budget, Finance, & Taxation Committee for consideration to consider a discussion regarding funding.

08/24/2017

Councilmember Kennedy moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Energy, Natural Resources & Sustainability Committee report of August 17, 2017 presented by Chair Rice.

NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

1. Approving the renewal of blanket purchase agreements with Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers and U.S. HealthWorks Medical Group of Florida, Inc., for medical examinations and health testing services for the Human Resources, Fire, Police, and Parks and Recreation Departments, at an estimated annual cost of $320,000, for a total contract amount of $1,600,000. [DELETED]

2. Approving the renewal of blanket purchase agreements with Sunbelt Sod & Grading Company and Tom’s Sod Service, Inc., for sod, pick-up, delivery, and installation, at an estimated annual cost of $160,000, for a total contract amount of $665,000.

3. Authorizing the Mayor or his designee to accept a grant of $1,111,704 from the Florida Housing Finance Corporation (“FHFC”) for FY 2017/18 to fund the State Housing Initiatives Partnership (“SHIP”) Program for the purpose of providing affordable housing opportunities for low- and moderate-income persons; authorizing the Mayor or his designee to execute a grant agreement with FHFC and all other documents necessary to effectuate this transaction.

4. Approving a second amendment to the contract between the City of St. Petersburg, Florida and Hubbard Construction Company for the City Wide Street Milling and Resurfacing Project to extend the term and increase the contract price in an amount not to exceed $344,000 for a total contract price not to exceed $8,569,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date. (Engineering & Capital Improvements Project 17003-130; Oracle Project Numbers 15624, 15659, 15667, 15104, 15111, 14664 and 15764).
NOTE: The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. Council questions on these items were answered prior to the meeting. Each Councilmember may, however, defer any item for added discussion at a later time.

1. Approving a proposal from Intergraph Corporation, dba Hexagon Safety & Infrastructure, a sole source supplier, for software upgrades and services for the Police Department public safety system, at a total contract amount of $286,000.

2. Approving the purchase of two (2) mowers and nineteen (19) utility vehicles from Deere & Company for the Fleet Management Department, at a total cost of $265,485.21; approving a supplemental appropriation in the amount of $58,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement & Traffic Operations Department, Mowing Operations (400-1321).

3. Approving the renewal of a blanket purchase agreement with SMS Systems Maintenance Services, Inc. for computer hardware maintenance for the Department of Technology Services, at an estimated annual cost of $40,000, for a total contract amount of $200,000.

4. Authorizing the Mayor, or his designee, to execute a five (5) year Lease Agreement with Romac-Air, LLC, a Florida limited liability company, for use of Hangar No. 4, located at 107 Eighth Avenue S.E., St. Petersburg, within Albert Whitted Airport. (Requires affirmative vote of at least six (6) members of City Council.)

5. Authorizing the Mayor, or his designee, to execute a Lease Agreement with Simon Capital GP, a Delaware general partnership, for the St. Petersburg Library Systems use of kiosk space within Tyrone Square, located at 6901 22nd Avenue North, St. Petersburg, for September 5 through September 30, 2017, for a rental fee of $2,000.00.

6. Resolution superseding Resolution 86-143 to eliminate redundant and conflicting land develop restrictions and requirements on the St. Petersburg Gateway Industrial Park Plat.
7. Authorizing the Mayor or his designee to execute an agreement between the Juvenile Welfare Board of Pinellas County ("JWB") and City of St. Petersburg, Florida ("City") for a term of one year ("Agreement") that provides for: 1) a partnership between the City and JWB for $1,000,000 for youth services in specific areas at a cost of $500,000 to both the City and JWB, and 2) a grant from JWB in the amount of $1,453,924 for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center Based Teen Programs.

8. Approving a second amendment to the contract between the City of St. Petersburg, Florida and Hubbard Construction Company for the City Wide Street Milling and Resurfacing Project to extend the term and increase the contract price in an amount not to exceed $344,000 for a total contract price not to exceed $8,569,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date. (Engineering & Capital Improvements Project 17003-130; Oracle Project Numbers 15624, 15659, 15667, 15104, 15111, 14664 and 15764). [MOVED TO CONSENT "A" AS CA-4]

9. Approving a rescission of an unencumbered appropriation in the amount of $385,000 from the Stormwater Drainage Capital Projects Fund (4013) Drainage Line Rehab/Repl FY17 Project (15630); approving a supplemental appropriation in the amount of $385,000 from the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the Minor Storm Drainage FY17 Project (15632).

10. Recognition of a second National League of Cities grant of $15,000 for the City’s Financial Inclusion Systems and City Leadership initiative and approving a supplemental appropriation in the amount of $15,000 from the unappropriated balance of the General Fund (0001) to the Community Services Department resulting from this grant in support of the initiative and providing an effective date.

11. Approving a supplemental appropriation in the amount of $15,350 from the increase in the unappropriated balance of the Golf Course Capital Projects Fund (4063) resulting from a donation for landscape beautification at Mangrove Bay Golf Course to the Mangrove Bay Renovation Project (15764).

12. A resolution ratifying and approving the agreement between Bob Gualtieri, Sheriff of Pinellas County, Florida ("Sheriff"), and the City of St Petersburg, Florida ("City") for the Sheriff to provide crime scene services for major crime scenes for the term which commenced on October 1, 2016 and expires on September 30, 2017; approving an agreement between the Sheriff and the City for the Sheriff to provide crime scene services for major crime scenes for the term commencing on October 1, 2017 and expiring on September 30, 2018; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions. [MOVED TO REPORTS AS ITEM E-4]

13. Approving the request of the EDGE Business District Association to hold four (4) future EDGE district special events pursuant to the procedures and limitations set forth in section 3-7(g) of the City Code; exempting the events from the prohibition of the
possession and consumption in the public right-of-way in the EDGE District Specialty Center for alcoholic beverages purchased within the EDGE District Specialty Center.

14. Approving the minutes of the July 13, and July 20, 2017 City Council meetings.

15. Confirming the appointment of Derrill McAteer as Assistant City Attorney.

16. Approval of changing the beginning time of the September 7, 2017 City Council meeting from 8:30 am to 10:00 a.m.

There being no further business, Chair Rice adjourned the meeting at 9:52 p.m.

________________________________________
Darden Rice, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: ________________________________
Chan Srinivasa, City Clerk
TO: The Honorable Chair, and Member of City Council

SUBJECT: Approval of Arts Advisory Committee recommendations for the FY 2018 funding of $300,000 for Arts and Cultural Grants for the period of 01 October 2017 through 30 September 2018.

EXPLANATION: The Arts Advisory Committee ("Committee") had several meetings to review the process of determining eligibility for arts and culture grants, the method for apportioning available funds, and the submission of eligible applicants for arts and culture grants for FY 2018. The Committee consists of twelve (12) members, one of whom is a City Council member and the others are individuals who exhibit an interest in and support arts and culture in the community.

The Committee met as the grants panel on 8th August 2017. The Committee reviewed applications of the twenty-eight (28) eligible arts and cultural organizations and recommended the method of allocating funds be based upon the applicants' average scores. Twenty-five (25) applicants received an average score of 80 or above to qualify for funding. In addition, five (5) organizations applied for and were granted second year funding in FY18 based on their FY 2017 average scores of 90 or above.

The FY 2018 Adopted Budget includes $300,000 for grants for arts and cultural organizations. The agencies and grant aware are set forth in the Grant Award List, which is heretofore attached.

RECOMMENDATION: Administration recommends approval of the arts and culture grant awards as recommended by the Arts Advisory Committee.

COST/FUNDING/ASSESSMENT INFORMATION: $300,000 have been previously appropriated in the General Fund (0001), Mayor's Office of Cultural Affairs, Administration (020-1777)

ATTACHMENTS: Resolution and Grant Award list

APPROVALS: Administration: Budget: 10/5/2017
## Agencies and Funding for FY2018

<table>
<thead>
<tr>
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Resolution No.

A RESOLUTION APPROVING FUNDING FOR VARIOUS ARTS AND CULTURAL AGENCIES IN AN AMOUNT NOT TO EXCEED $300,000 FOR THE PERIOD OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE INTENT OF THIS RESOLUTION WITH EACH AGENCY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg desires to provide financial assistance to Arts and Cultural agencies in the community; and

WHEREAS, the Arts Advisory Committee has received applications and reviewed the applications from eligible agencies; and

WHEREAS, the Arts Advisory Committee has recommended funding to thirty (30) eligible agencies in an amount not to exceed $300,000 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 is dedicated to a valid public purpose; and

WHEREAS, funds have been previously appropriated in the General Fund (0001), Mayor’s office of Cultural Affairs, Administration (020-1777).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the advice of the Arts Advisory Committee the following agencies be funded, as listed below, for the period October 1, 2017 through September 30, 2018.

Agencies and Funding for FY2018

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BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effect the intent of this resolution with each agency.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (Designee)  
Wayne Atherhold, Director  
Office of Cultural Affairs
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution approving the 2017 Pinellas County Hazardous Materials Response Team Agreement between the City of St. Petersburg and the Pinellas County Board of County Commissioners (“County”) for fiscal years 2017/2018, 2018/2019, 2019/2020, 2020/2021 and 2021/2022; authorizing the Mayor or his designee to execute the 2017 Pinellas County Hazardous Materials Response Team Agreement; and providing an effective date.

EXPLANATION: In order to protect the residents of Pinellas County from exposure to the dangers of various hazardous substances it is essential to continue to develop the capability, expertise and resources to handle situations where such exposures could occur, and the Cities of Largo, Pinellas Park, St. Petersburg, and Seminole, Palm Harbor Special Fire Control and Rescue District and County desire to work in conjunction to create the capability to respond throughout Pinellas County to any situation where there is a release of hazardous materials or the risk of such a release, and have, for a number of years, worked together in the operation of the Pinellas County Hazardous Materials Response Team (“PCHMRT”).

The City previously entered into an Interlocal Agreement Regarding the Pinellas County Hazardous Materials Response Team by and between the Cities of Largo, Pinellas Park, St. Petersburg, Seminole, and Palm Harbor Special Fire Control and Rescue District and County which expires on October 26, 2017.

The City and County entered into negotiations for a new interlocal agreement titled “2017 Pinellas County Hazardous Materials Response Team Agreement” (the “Agreement”) by and between the City and County. The Agreement is for five (5) years and allows for one (1) additional five (5) year renewal. The Agreement is retroactive to October 1, 2017, and expires on September 30, 2022. The compensation for FY 2017/2018 is $56,400 and increases to $112,800 for the following four (4) fiscal years covered under the Agreement.

RECOMMENDATION: Administration recommends the approval of the 2017 Pinellas County Hazardous Materials Response Team Agreement; authorizing the Mayor or his designee to execute the 2017 Pinellas County Hazardous Materials Response Team Agreement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Costs will be associated with training requirements in accordance with the agreement and are reimbursable on a dollar-for-dollar basis. Costs and reimbursements will be shown in the General Fund (0001), Fire Department (150), Operations Division (1497).

APPROVALS:

Budget: Devbris C. Fuller  
10.6.17
Administration: [Signature]

WHEREAS, the City previously entered into an Interlocal Agreement Regarding the Pinellas County Hazardous Materials Response Team by and between the Cities of Largo, Pinellas Park, St. Petersburg, Seminole, and Palm Harbor Special Fire Control and Rescue District, and the County which expires on October 26, 2017; and

WHEREAS, the City and the County have negotiated the 2017 Pinellas County Hazardous Materials Response Team Agreement by and between the City and the County for fiscal years 2017/2018, 2018/2019, 2019/2020, 2020/2021 and 2021/2022 that will begin retroactively on October 1, 2017 and expire on September 30, 2022 and allows for one (1) additional five (5) year renewal; and

WHEREAS, the Administration recommends that the 2017 Pinellas County Hazardous Materials Response Team Agreement be executed by the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the 2017 Pinellas County Hazardous Materials Response Team Agreement between the City of St. Petersburg and the Pinellas County Board of County Commissioners is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the 2017 Pinellas County Hazardous Materials Response Team Agreement between the City of St. Petersburg and the Pinellas County Board of County Commissioners.

This resolution shall become effective immediately upon its adoption.

Approvals:

Budget: Administration: 

Approved as to Content and Form:

By: City Attorney (designee)
2017

PINELLAS COUNTY HAZARDOUS MATERIALS

RESPONSE TEAM AGREEMENT

PINELLAS COUNTY
EMS & FIRE ADMINISTRATION
12490 Ulmerton Road
Largo, FL 33774
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PINELLAS COUNTY HAZARDOUS MATERIALS RESPONSE TEAM AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ___ day of __________, 2017, by and between the City of St. Petersburg, a Florida municipal corporation ("Contractor"), and the Pinellas County Board of County Commissioners ("County") (individually, "Party", collectively, "Parties").

RECITALS
WHEREAS, in order to protect the residents of Pinellas County from exposure to the dangers of various hazardous substances it is essential to continue to develop the capability, expertise and resources to handle situations where such exposures could occur, and the Cities of Largo, Pinellas Park, St. Petersburg, and Seminole, Palm Harbor Special Fire Control and Rescue District (the "Provider Agencies") and County desire to work in conjunction to create the capability to respond throughout Pinellas County to any situation where there is a release of hazardous materials or the risk of such a release, and have, for a number of years, worked together in the operation of the Pinellas County Hazardous Materials Response Team ("PCHMRT").

NOW THEREFORE, in consideration of the mutual covenants expressed herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:
ARTICLE I

THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Pinellas County Hazardous Materials (Hazmat) Response services in the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS. The following Appendices are attached to and made part of this Agreement:

Appendix A. Funding Schedule
Appendix B. PCHMRT Vehicles
Appendix C. Equipment
Appendix D. Supply Inventory
Appendix E. Provider Agencies Contacts
Appendix F. Drone Program
Appendix G. Reimbursement Form

SECTION 104. SCOPE OF SERVICES. In exchange for funding from the County as outlined herein, the services to be performed by Contractor under this Agreement include the following:

(a) Make available one Hazmat support company comprised of Contractor's
personnel who are trained as hazmat team members and are on duty to respond to any upgraded hazmat incident in an appropriate hazmat vehicle.

(b) Rescue of patients during an incident for the best possible outcome in order to protect the health, safety and improving the quality of life of the community by providing hazmat services as per the SOP.

Such services shall be provided in accordance with the terms and conditions of this Agreement. In case of a conflict with this Section 104, the specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and between every political subdivision and fire control district within Pinellas County dated October 16, 1990.

“CAD” means the computer aided dispatch system.

“Continuing Hazmat Education” means (1) the minimum required continuing hazmat education required for Hazardous Material Technicians to maintain certified status within the State of Florida; and (2) education for individuals who have a specific deficiency that must be corrected to maintain or restore their status within the EMS System.

“Contractor” means the City of St. Petersburg.

“Disaster” means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS System.

“EMS System” means the network of organizations and individuals, including, but not limited to the EMS Authority, ambulance contractor, ALS first responder services providers, EMS Advisory Council, Medical Control Board and Medical Director, established to provide emergency medical services in Pinellas County.

“Field Personnel” means Hazardous Materials team members employed by Contractor.
“Fiscal Year” means the year commencing on October 1\textsuperscript{st} of any given year and ending on September 30\textsuperscript{th} of the immediately-succeeding year.

“Hazardous Material Services” mean the services needed for containment, mediation and/or rescues involving any situation where there is a release of hazardous materials or the risk of such a release.

“Hazardous Material Standard Operating Procedures” or “SOP” means the then current established procedures to be followed in carrying out a given operation or in a given situation. Such procedures shall be developed by the Parties and may be amended only upon mutual agreement of the Parties. The current version is attached hereto as Appendix H.

“Hazardous Material Technician” or “Technician” means any member of the PCHMRT having successfully completed 160 hour technician class and passed the state certification exam.

“Party” or “Parties” means either the County or the Contractor or both, as the context of the usage of such term may require.

“Pinellas County Hazardous Materials Response Team” or “PCHMRT” means those Field Personnel of the Provider Agencies that have the capability and expertise to respond throughout Pinellas County to any situation where there is a release of hazardous materials or the risk of such a release.

“Provider Agencies” means Cities of Largo, Pinellas Park, St. Petersburg, and Seminole, and Palm Harbor Special Fire Control and Rescue District.

“Regional 9-1-1 Center” means the communications center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide public safety answering point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the priority dispatch protocols; providing for the dispatch of all basic life support (BLS) and advanced life support (ALS) first responder vehicles to EMS System incidents; and providing for ongoing communications via radio and wireless data systems.

“Run Cards” means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the hazmat incident and a predetermined listing of Hazardous Material Service vehicles which the Provider Agencies have
determined to be the closest by travel time or most appropriate in ranked order as per section 404.

"Safe Useful Life" means the period during which a vehicle is expected to be useable for the purpose for which it was acquired. With respect to tractor trailer combination, fifteen (15) years frontline, five (5) years reserve; with respect to medium/heavy duty chassis and all other vehicles, ten (10) years frontline, five (5) years reserve.

"State" means the State of Florida.

"State of Emergency" means a Disaster or other incident which has been declared by proclamation of the State, County or a municipality in the County, to be of such severity as to warrant institution of special legal conditions authorized by Chapter 252, Florida Statutes.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", except as the context may otherwise require. The words "agree", "agreement", "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed", except as the context may otherwise require.

ARTICLE III intentionally omitted

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. TRAINING AND CONTINUING EDUCATION.
Contractor shall ensure its personnel assigned to the PCHMRT attend 24 out of 48 available hours of Continuing Hazmat Education training as follows:

(a) New members assigned to the PCHMRT that have started but not completed the Technician level training will be classified as operations level and will attend the remaining Technician level and bi-monthly trainings necessary to achieve Technician level.
(b) Technician level training will consist of a Florida State Fire College approved hazmat technician training class. These classes will be held on an as needed basis.

(c) Continuing Education will consist of attending at minimum, 24 hours of the regularly scheduled 48 hours of bi-monthly training.

Training will consist of classroom based training and/or distance learning methods as determined by the Parties.

SECTION 402. PERSONNEL.

(a) Response with trained personnel. Contractor shall ensure that the minimum staffing levels of trained Technicians are on duty to respond to any hazmat incident in an appropriate hazardous material vehicle. Minimum staffing levels are as follows: Largo to provide two (2) personnel, Pinellas Park to provide two (2) personnel, St. Petersburg to provide four (4) personnel, Seminole to provide two (2) personnel and Palm Harbor Special Fire Control and Rescue District to provide two (2) personnel. In the event of a long-term hazmat incident, Contractor may call back its off-duty personnel to assist.

(b) Rights and Duties of Contractor Personnel. Personnel assigned by a Contractor to the PCHMRT, who are performing their duties pursuant to this Agreement outside of their jurisdiction, shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed, provided however, such powers are limited to, and are to be exercised by such personnel only while, performing duties pursuant to this Agreement.

(c) Training and Qualifications. All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the PCHMRT SOP for hazmat Incidents and shall hold appropriate credentials in their respective hazmat profession. Field Personnel whose education and training are not current shall not be permitted to participate in hazardous material responses as a Technician.

(d) Drone Program. Drone program shall be operated by Contractor’s Field Personnel trained for operating drones as per Appendix F. Contractor shall specify those
Field Personnel to receive the required specialized training as per Appendix F. Contractor shall only use County owned drones for this Agreement.

(e) **Hazmat Command Staff.** Contractor shall designate a staff level position as a hazmat command staff member who will be responsible for:

1. Responding to hazmat incidents and overseeing response, mitigation and containment in accordance with hazmat SOP's and in coordination with incident command.
2. Monitoring Contractor's Field Personnel to ensure compliance with hazmat SOP's.
3. Monitoring Contractor's Field Personnel to ensure they maintain an appropriate level of hazmat competence based on the required training, that training requirements are met and that members provide services in a manner that is professional and courteous.
4. Attending and actively participating in hazmat related meetings.
5. Participating in budget development of the PCHMRT, including identifying areas for improvement or gaps in team capability.
6. Coordinating with County administrative staff to manage contract compliance of the PCHMRT.
7. Participating with the County on hazard vulnerability and risk assessments regarding emergency support function (ESF) 9 issues.

SECTION 403. STATE OF EMERGENCY ASSISTANCE, HAZARDOUS MATERIAL EMERGENCY AND MUTUAL AID.

(a) **State of Emergency Assistance within Pinellas County.** Immediately upon notification by the County of a State of Emergency within Pinellas County, Contractor shall commit such resources given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the County's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.
(b) **State of Emergency Assistance Outside of Pinellas County.** Contractor shall manage any State of Emergency assistance or mutual aid response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

**SECTION 404. AUTOMATIC AID/CLOSEST UNIT RESPONSE.** Upon notification by the Regional 9-1-1 Center of a hazmat incident, Contractor shall provide Hazardous Material Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The hazardous material vehicle which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to district or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide Hazardous Material Services in accordance with the then current Run Cards for all hazmat incidents. Contractor’s authorized representative will periodically, or at the request of the County, update their Run Cards to insure their accuracy and coordinate any changes with any other affected Provider Agency.

**SECTION 405. HAZMAT INVENTORY CONTROL AND SUPPLIES.**

(a) **Inventory Control.** The Provider Agencies and County shall establish and implement inventory control procedures for the stocking and use of hazmat supplies. Contractor shall maintain inventory records that identify all hazmat vehicle supplies, and will keep supplies secured so that access is limited to only authorized personnel. The Provider Agencies shall adhere to inventory control procedures that the County may require, as long as they are reasonable and prudent.

(b) **Supplies Consumed at Hazmat Incidents.** The Provider Agencies are responsible for providing, as soon as practicable after an incident, to the County, the following in order for the County to seek reimbursement as per County Code of Ordinances, Chapter 58, Article III, Sec. 58-62.

1. List of supplies consumed to include quantity, description, size, color, make and model number, etc., for each hazmat incident.
2. Date.
4. Address.
5. Address where incident occurred.
6. Telephone number.
7. Contact name.
8. Incident number.

SECTION 406. UTILIZATION OF REGIONAL 9-1-1 CENTER.
Regional 9-1-1 Center. The Provider Agencies shall utilize the Regional 9-1-1 Center for the dispatch of all Hazardous Material Services vehicles to hazmat incidents. The Provider Agencies shall utilize the Regional 9-1-1 Center’s radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County’s public safety and intergovernmental voice and data radio system.

The Provider Agencies shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communication terminals and radio modems to communicate with the Regional 9-1-1 Center’s radio and data system following the County’s technical specifications.

County shall provide and maintain, at no cost to the Provider Agencies, all necessary broadband networking from fire stations to the Regional 9-1-1 Center’s data system, and access to the County’s 800MHz High Performance Data (HPD) system following the County’s technical specifications.

County shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County’s technical specifications, and implementation plan for any future upgrades or system changes.

SECTION 407. CERTIFICATION. Contractor shall maintain records of their personnel’s certifications. County shall be responsible for payment of any fees associated with hazmat certification and/or recertification using funds provided under this Agreement.
SECTION 408. ACCURATE INFORMATION. Any news releases, statements, or public information given by the Contractor or County personnel to the public or the media that pertain to the PCHMRT shall accurately portray the response team as the Pinellas County Hazardous Materials Response Team.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. VEHICLES AND EQUIPMENT.

(a) Obligation to Provide Vehicles. At all times during the term of this Agreement, County shall provide and fund the hazmat vehicles, and their replacement, described on Appendix B. Vehicle specification and selection will be made by County and Contractor and shall be "mission capable" depending on the type of incident.

(b) Maintenance of Vehicles and Fuel. County shall be responsible for the maintenance and repair of County owned hazardous material vehicles and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. County shall maintain records of maintenance and fuel in order to document that hazardous material vehicles are maintained and used in accordance with this Agreement. The Contractor will use its best efforts to keep County vehicles secure in a covered facility.

(c) Equipment. With the exception of equipment owned and maintained by Contractor, County shall furnish and maintain all hazmat equipment required to be provided by the County pursuant to Appendix C. Capital equipment purchases are subject to separately budgeted and approved County funding. County shall also be responsible for the cost of replacing utilized hazmat supplies.

(d) Communications Equipment.

1. County will ensure all frontline hazmat vehicles are equipped with GPS enabled mobile data terminals (MDT) running mobile computer aided dispatch software, upon approved funding. The MDT's shall be installed in the hazardous material vehicles by the County and remain County property. County shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the County.
2. County has provided, or shall provide and maintain, as applicable, radios assigned to hazmat vehicles as per Appendix C. The radio equipment shall be installed in the hazardous material vehicles by the County and remain County property. County shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the County.

3. County shall be responsible for such equipment, as provided for in this Section 501 (e) hereof. Contractor shall be responsible for the replacement of hazmat communication equipment that is lost, stolen or damaged due to Contractor’s negligence. County shall be responsible for all routine maintenance of such equipment. The County shall be responsible for the replacement of any hazmat communication equipment that is lost, stolen or damaged due to a cause other than Contractor’s negligence.

SECTION 502. HAZMAT SUPPLIES. The County shall provide and replace, as necessary, without cost to Contractor, the hazmat supplies used by Contractor on hazmat incidents under this Agreement. The County shall coordinate delivery or pick-up of all supplies as needed or as convenient. The County shall not be responsible for costs of replacing supply items lost, stolen, damaged or unaccounted for due to Contractor’s negligence but the County shall be responsible for the costs of replacing supply items lost, stolen damaged or unaccounted for due to a cause other than Contractor’s negligence. The County will work cooperatively with the Provider Agencies to develop inventory controls and an expiration tracking mechanisms.

SECTION 503. HAZMAT EQUIPMENT AND MAINTENANCE. The County shall provide all equipment listed in Appendix C including adequate spare equipment but excluding equipment normally utilized for firefighting operations. Contractor agrees to continue using the current equipment over its useful life. Said equipment will be maintained by the County and repaired or replaced at the end of its reasonable useful life as determined by the County. The Contractor shall be responsible for costs of replacing equipment items lost, stolen, damaged or unaccounted for due to Contractor’s negligence but the County shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor’s negligence.
SECTION 504. HAZARDOUS WASTE COLLECTION. All hazardous waste or materials from all hazmat incidents remain the responsibility of the incident owner or the agency having jurisdiction. The County is in no way liable for any hazardous waste that the Contractors collect during a hazmat incident. Contractors shall follow applicable procedures for the collection of hazardous waste.

SECTION 505. HAZMAT REPORTING SYSTEM EQUIPMENT. County shall provide, as applicable, one (1) notebook computer or tablet for each hazardous material vehicle on Appendix C. The equipment shall be utilized by the Contractor for the purpose of hazardous materials investigation and completing electronic hazmat reports. Only County authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. County provided hazmat reporting system equipment shall remain property of the County. Contractor shall be responsible for the replacement of all field equipment for the hazmat reporting system (e.g., notebook computer or tablet) that is lost, stolen or damaged due to Contractor's negligence. The County shall be responsible for the replacement of field equipment for the hazmat reporting system that is lost, stolen or damaged due to a cause other than Contractor's negligence. County shall be responsible for maintaining such equipment and replacing it at the end of its reasonable useful life, as determined by the County. The County may provide equipment and software for Contractor funded hazmat vehicles, if not, the Contractor will be responsible for such equipment for Contractor Funded Vehicles at its discretion.

SECTION 506. SPECIAL OPERATIONS COORDINATOR. County will provide a special operations coordinator to the PCHMRT. The coordinator shall be a command staff member and act as the liaison between the Parties. Duties of the coordinator will include, but are not limited to, supply and equipment procurement and/or repairs, budget preparation, inventory maintenance and controls, training coordination, invoice processing, keeping of meeting agendas and minutes, contract management, fleet management, liaison to state for specialty teams, grant management, asset management and representation on various regional committees.
ARTICLE VI

INSURANCE AND INDEMNIFICATION

SECTION 601.  MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits listed below. Insurance coverage and limits shall be evidenced by delivery to the County of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to County a letter from Contractor’s Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractors do not waive any immunity from or limitation of liability it may be entitled to under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

   (a)  Provide Workers’ compensation insurance as required by Florida Law.

   (b)  Provide commercial general liability, employers’ liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.

   (c)  Professional Liability Insurance, including errors and omissions, with minimum limits of $1,000,000 per occurrence; if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond the ending date of this Agreement. In lieu of “tail coverage” the Contractor may submit annually to the County a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

   (d)  Personal and/or Bodily Injury including death and property damage liability
Insurance with minimum limits of $1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to County. Contractor shall also notify County within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The County shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and County agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor or County. Nothing herein shall be construed as consent by Contractors or County to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for any causes of action arising out of the negligence of the County, its employees or agents, or arising out of the negligence of any persons or entities
contracted by, appointed by, or approved by the County to provide services related to this Agreement (including but not limited to Provider Agencies, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 603 shall survive expiration or earlier termination of this Agreement.
ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.
(a) Training funds. County will reimburse the Contractor in accordance with Appendix A to pay the reimbursement of overtime and backfill cost for PCHMRT members successfully completing training as identified in Section 401. At the time of renewal, compensation will be reviewed for increase or decrease based on actual reimbursement costs and pending available budgeted funds. These funds will also be used for reimbursement of overtime and backfill costs for command staff personnel, that normally work a shift schedule, for the time spent on PCHMRT duties performed outside of their normally scheduled shift. It is the Contractor’s responsibility to submit reimbursement forms, per Appendix G, within twenty (20) calendar days from the last date of training. Funds budgeted in any Fiscal Year will not be carried over to succeeding Fiscal Years.
(b) Medical examination funds. County will reimburse the Contractor up to $15,200 in any Fiscal Year for Hazmat medical examination costs. Reimbursement will be calculated at no more than $400 per person for up to 19 PCHMRT members. It is the Contractor’s responsibility to submit reimbursement documentation within twenty (20) calendar days from the date Contractor paid the invoice to their medical provider for medical examinations. Funds budgeted in the current fiscal year will not be carried over to succeeding fiscal years.
(c) UAS funds. County will provide reimbursement of overtime and backfill costs up to, but not to exceed $6,000, in any Fiscal Year for UAS participating Contractor’s team members successfully completing training as per Appendix F. Contractor shall submit invoices to the Authority utilizing Appendix G within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears. County will decide the amount of participating Provider Agencies that are needed. Selection of each UAS participating Provider Agency shall be agreed upon by all Parties. Drone program is based on available budgeted funds.
(d) Capital for Hazmat Vehicle Replacement. County will provide funding for County funded hazmat vehicles. Vehicles will be replaced utilizing Fleet Management’s Vehicle Replacement Plan.
(d) **Reimbursement of Incident Materials.** The County will seek recovery of funds for Hazmat response from those individuals or entities responsible for hazardous material incidents according to County Code Section 58-62.

(e) **Travel Funds.** Upon approval of the Director of EMS & Fire Administration, the County will provide up to $10,000 each Fiscal Year, to pay the reimbursement of travel expenses for PCHMRT members from Provider Agencies attending training or professional conferences. Such funds for travel expenses will be limited to lodging, transportation, registration fees and taxi or bus fares in accordance with the County’s then current travel policy and Florida Statutes Section 112.061. Payment of such costs shall be in arrears and supported by invoices and receipts. Per diem/subsistence will not be paid by the County.

1. Travel must be accomplished by the most economical means available.

2. Travel requests must be submitted thirty (30) days in advance. Upon approval by the Director of EMS & Fire Administration at his or her sole discretion, the County shall pay the travel expenses (subject to the then current County policies) incurred by the Contractor for training and education of team members. Payment of such costs will be made upon presentation of supporting invoices/receipts. Travel expenses incurred will be reimbursed in accordance with Section 112.061, Florida Statutes.

**SECTION 702.** RESERVED

**SECTION 703.** ADDITIONAL VEHICLES

**Contractor-Funded.** Contractor and County understand that PCHMRT is a unified, integrated system requiring the cooperation of all providers in the Hazardous Material System. To insure coordinated implementation of any improvements to the Hazardous Material System and to insure the integrity of the Hazardous Material System, if Contractor desires to operate additional hazardous material vehicle(s) as a contractor funded vehicle, Contractor will obtain approval from the County in writing prior to operating the contractor funded vehicle. Contractor may elect to cease operation of a contractor funded vehicle at its sole discretion. Contractor is responsible for all costs
associated with staffing, equipping and operating such contractor funded vehicles. The County shall provide supplies for authorized Contractor funded vehicles.

**SECTION 704. AUDITS AND INSPECTIONS.** At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the County may observe Contractor’s operations or vice versa. Parties shall make available to the other Parties for their examination, its records with respect to all matters covered by this Agreement, and Parties may, at their own cost and expense, audit, examine, copy, and make excerpts or transcripts from such records, and may, at their own cost and expense, make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Each Party’s right to observe and inspect operations or records in other Party’s business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Party in advance of any such visit.

Records relating to contract activities shall be retained for a period of three (3) years from final payment in each year.

All representatives of all Parties who observe operations or audit or examine the other Parties records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Parties employees’ duties. Audits and inspections shall be done to the extent permitted by law.

**SECTION 705. FISCAL NON-FUNDING.** Notwithstanding any other provision of this Agreement to the contrary, in the event sufficient budgeted funds are not available for a new Fiscal Year, the County shall notify Provider Agencies in writing within five (5) days of the determination of such occurrence and this Agreement shall terminate on the last day of the current Fiscal Year without penalty or expense to the County.

**SECTION 706. NOT TO EXCEED CAP.** Any and all compensation, payment, or reimbursement of any kind to the Provider Agencies provided for in this Article VII or elsewhere in this Agreement in any Fiscal Year shall not exceed the specific amount of
the approved budget adopted through the County’s governing body’s budgetary process for services or reimbursement to the Provider Agencies provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the County for any compensation that exceeds the total compensation authorized through the County approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the County’s governing body to utilize the emergency powers of Chapter 252, Florida Statutes, to authorize a budget amendment modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the Provider Agencies that the County may not compel the Provider Agencies to incur expenses beyond the County’s approved budget amount until such time as a budget amendment raising such budget is approved.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing upon October 1, 2017 and ending at midnight September 30th, 2022, unless this Agreement is earlier terminated as provided for in this Agreement. This Agreement may be renewed for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such renewal which is subject to County and Contractor approval by July 1, 2022. References in this Agreement to “Term” shall include the initial term of this Agreement and all renewals thereof. The effective date of this Agreement shall be retroactive to October 1, 2017 for reimbursement purposes.

SECTION 802. TERMINATION.

(a) By County for Cause. This Agreement may be terminated by the County for cause upon twenty (20) days written notice to the Contractor in breach. For purposes of this section 802(a), “cause” shall mean a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the County shall provide written notice of such breach and the Contractor shall have the opportunity to cure such breach within
twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the County. For purposes of this section 802(b), “cause” shall mean a material breach by the County of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the County shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By County or Contractor without Cause.** This Agreement may be terminated without cause by the Contractor or the County upon six (6) months written notice to the other Parties.
SECTION 803. DISPOSITION OF ASSETS.

(a) Assets Paid For By County. Upon termination of this Agreement, Contractor shall return to County, for the use and benefit of the taxpayers, all assets purchased with funds provided to Contractor under this Agreement for the services provided under this Agreement with the County. County will assume any obligation on such assets which was incurred in accordance with the terms of this Agreement.

(b) Assets Paid For By Contractor. Any assets which were purchased solely with funds other than those provided by County to a Contractor under this or any preceding Agreement shall remain the property of the Contractor.

(c) Assets Paid For By Both Contractor and County. In case of any asset purchased with funds of both the Contractor and the County, Contractor and County shall determine the fair market value of such asset and then shall pro-rate such fair market value according to the respective interest of the Contractor and the County. In the event Contractor desires to retain said asset, Contractor shall pay to County an amount equal to County's interest in said asset. In the event that County desires to retain said asset, County shall pay to Contractor an amount equal to Contractor's interest in said asset. If neither the Contractor nor the County desires to retain said asset, then the asset will be sold at public sale to the highest bidder and the net proceeds distributed according to the respective interest of each of the Contractor and the County.

(d) Date to Return Assets. The return of any assets and/or funds in lieu of assets as described in this §803 above, shall be executed and completed upon the effective date of termination as specified in the termination notice.

SECTION 804. RESOLUTION OF DISPUTES. To the extent that Contractor and County cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement or §701, Contractor and County shall appoint an ad-hoc committee consisting of one representative from the County, one representative from the Contractor, and one mutually agreed upon representative from the Pinellas County Fire Chiefs Association, to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may
request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon a representative for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX
MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Parties will not discriminate against any applicant for employment because of age, race, color, religion, gender, sexual orientation, marital status, disability, genetic information, national origin, or any other protected category. The Parties agree that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, gender, sexual orientation, marital status, disability, genetic information, national origin, or any other protected category.

SECTION 902. NOTICES. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to County: Director, Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774
SECTION 903. ENTIRE AND COMPLETE AGREEMENT. This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions
as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES, ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the County.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this ______day of ________________________, 2017.

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY
By and through its Board of County Commissioners

by: ________________________________  by: ________________________________
Deputy Clerk  Chairman
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _______ day of ______________________, 2017.

Countersigned:

CITY OF ST. PETERSBURG, FLORIDA

by: ___________________________

Print: _________________________

Title: _________________________

APPROVED AS TO CONTENT AND FORM FOR CITY OF ST. PETERSBURG ONLY:

by: __________________________
City Attorney (designee)

by: __________________________
City Clerk

Attest:
### APPENDIX A – FUNDING SCHEDULE

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### APPENDIX B – HAZMAT VEHICLES

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- No vehicles/trailers are due for replacement during life of this Agreement.
### APPENDIX C - EQUIPMENT

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APPENDIX E — PROVIDER AGENCIES

City of Largo
P.O. Box 296
Largo, FL 33779

Palm Harbor Special Fire Control District
250 West Lake Road
Palm Harbor, FL 34694

City of Pinellas Park
P.O. Box 1100
Pinellas Park, FL 33780

City of Seminole
9199 113th Street North
Seminole, FL 33772

City of St. Petersburg
455 8th Street South
St. Petersburg, FL 33701
APPENDIX F – DRONE PROGRAM

PURPOSE:
To establish guidelines for safe, efficient and lawful aerial operation of a small unmanned aircraft systems (sUAS) aka drone(s) at emergency incidents in accordance with 14 CFR Part 107 by those qualified to operate the drone fully in accordance with said regulations and other applicable laws.

GENERAL POLICY:
Location.
- Drone and its support equipment will be housed at a special operations fire station to be determined by the Director of Pinellas County EMS & Fire Administration and Contractor’s Fire Chief.

Request for Drone.
- Incident command shall request deployment of the drone through 911 emergency communications department (911). 911 shall dispatch the unit and special operations personnel will respond pending appropriate flight personnel are available and the pilot in command (PIC) evaluates the mission for safe operation. The PIC is authorized decline any mission that cannot be completed safely.

Team Composition.
- Drone shall be operated with a minimum of two members consisting of the pilot in command and visual observer/
  - Pilot in Command (PIC): The PIC will function as the team leader and fly the sUAS. PIC may also supervise non-certificate holders (Persons Manipulating the Flight Controls) flying the drone as long as the PIC has the ability to immediately take direct control of the sUAS.
  - Person Manipulating the Flight Controls (PMFC): Any person being directly supervised by the PIC where the PIC can immediately take control of the sUAS.
  - Visual Observer (VO): The visual observer(s) is responsible for the visual observation of the sUAS while in flight to ensure that the PIC is aware of any conditions which will affect the safety of the flight.

Team Qualifications:
- PIC: Must either hold a remote pilot airman certificate with a sUAS rating or be under the direct supervision of a person who does hold a remote pilot certificate.
  - To qualify for a remote pilot certificate, a person must:
    - Demonstrate aeronautical knowledge by either passing an initial aeronautical knowledge test at an FAA-approved knowledge testing center; or
    - Hold a part 61 pilot certificate other than student pilot, complete a flight review within the previous 24 months, and complete a small UAS online training course provided by the FAA. Part 61 pilot certificate holders may obtain a temporary remote pilot certificate immediately upon submission of their application for a permanent certificate.
PMFC and VO: Flight crew positions shall have knowledge of the sUAS, its capabilities and general aeronautical knowledge in order to support the PIC during sUAS operations.

- **Training:**
  - PIC: Pinellas County will provide training materials for the PIC to sit for the aeronautical knowledge test. Training shall consist of any of the following delivery methods: self-study, online, text book and/or in-person training.
  - PMFC and VO: Pinellas County will provide the resources utilized by the PIC, and the PMFC and VO shall review and show comprehension to the extent where the PIC is comfortable with their knowledge and assistance while flying.

- **Documentation:**
  - **Flight Log:** PIC is responsible for filling out a flight log notebook documenting any repair, modification, overhaul, and/or replacement of a component, time in flight, weather conditions, sUAS issues and crash details.

- **Funding:** See 701C

- **Privacy:** sUAS will not capture or retain imagery of private property or persons where doing so would violate a reasonable expectation of privacy.

- **FAA Regulations:** All sUAS operations will follow all FAA rules and regulations to ensure safe operation of all parts of the sUAS program.
### APPENDIX G – REIMBURSEMENT FORM

#### SPECIAL OPERATIONS TRAINING REIMBURSEMENT FORM

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<th>Backfill Name</th>
<th>Rank</th>
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**TOTAL Reimbursement Amount:**

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Print Name & Title  Submitted By - Authorized Signature  Date
SECTION 701. COMPENSATION.

(a) **Training funds.** County will reimburse the Contractor in accordance with Appendix A to pay the reimbursement of overtime and backfill cost for PCHMRT members successfully completing training as identified in Section 401. At the time of renewal, compensation will be reviewed for increase or decrease based on actual reimbursement costs and pending available budgeted funds. These funds will also be used for reimbursement of overtime and backfill costs for command staff personnel, that normally work a shift schedule, for the time spent on PCHMRT duties performed outside of their normally scheduled shift. It is the Contractor’s responsibility to submit reimbursement forms, per Appendix G, within twenty (20) calendar days from the last date of training. Funds budgeted in any Fiscal Year will not be carried over to succeeding Fiscal Years.

(b) **Medical examination funds.** County will reimburse the Contractor up to $15,200 in any Fiscal Year for Hazmat medical examination costs. Reimbursement will be calculated at no more than $400 per person for up to 38 PCHMRT members. It is the Contractor’s responsibility to submit reimbursement documentation within twenty (20) calendar days from the date Contractor paid the invoice to their medical provider for medical examinations. Funds budgeted in the current fiscal year will not be carried over to succeeding fiscal years.

(c) **UAS funds.** County will provide reimbursement of overtime and backfill costs up to, but not to exceed $6,000, in any Fiscal Year for UAS participating Contractor’s team members successfully completing training as per Appendix F. Contractor shall submit invoices to the Authority utilizing Appendix G within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears. County will decide the amount of participating Provider Agencies that are needed. Selection of each UAS participating Provider Agency shall be agreed upon by all Parties. Drone program is based on available budgeted funds.

(d) **Capital for Hazmat Vehicle Replacement.** County will provide funding for County funded hazmat vehicles. Vehicles will be replaced utilizing Fleet Management’s Vehicle Replacement Plan.
ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of October 19, 2017  

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

SUBJECT: Authorizing the Mayor or his Designee to execute Amendment 1 to the Interlocal Agreement for Laboratory Services dated July 24, 2015 between the Florida Department of Health, Pinellas County Health Department and the City of St. Petersburg.  

EXPLANATION: The City of St. Petersburg and Pinellas County Health Department ("Department") entered into an Interlocal Agreement for Laboratory Services on July 24, 2015 ("Contract") in which the City agreed to provide laboratory services for the Department’s Healthy Beaches monitoring program. The Contract provided that a maximum of 260 samples per year could be submitted to the City laboratory for testing. The Department has already submitted the maximum number of samples allowed by the Contract and has requested that the Contract be amended to remove the limitation on the number of samples that may be submitted per year. The City has no objection to such amendment and is able to provide additional laboratory services to the Department once this amendment is approved and executed.  

COST/FUNDING/ASSESSMENT INFORMATION: The current charge for each analysis is $18.00 per sample, and is invoiced each month. Under the original Contract terms, the City reserved the right to increase the test charge annually to reflect increased costs to the City in providing the testing services. It is anticipated that this will result in additional annual revenues for Water Resources.  

Funds for these services will be deposited in the Water Resources Operating Fund (4001), Water Environmental Compliance Laboratory (420 2153).  

ATTACHMENTS: Amendment 1  

APPROVALS: 

[Signature] 
Administrative  

[Signature] 
Budget
AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT FOR LABORATORY SERVICES BETWEEN THE FLORIDA DEPARTMENT OF HEALTH AND THE CITY OF ST. PETERSBURG

This Amendment No. 1 to the Interlocal Agreement for Laboratory Services dated July 24, 2015 (the "Contract"), is made and entered into by and between the Florida Department of Health, Pinellas County Health Department, hereinafter referred to as the "Department" and the City of St Petersburg, hereinafter referred to as "St. Petersburg".

WHEREAS, the Department and St. Petersburg have agreed to amend the Contract to remove the Maximum Unit number of 260 samples per year.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. Paragraph 6. of the Contract is hereby amended by deleting the following:

   Maximum Units
   260 per year

2. This amendment shall begin on the date on which the amendment has been signed by both parties.

   All provisions in the Contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

   All provisions of the Contract not in conflict with this amendment shall remain in effect and are to be performed in accordance with the terms and conditions of the Contract.

   This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their officials thereunto duly authorized.

Florida Department of Health, Pinellas County Health Department

By: _____________________________
   Ulyee Choe, DO
   County Health Department Director

Date: _____________________________

Approved as to Form and Content:

City Attorney (Designee)
00343700

City of St. Petersburg
Environmental Compliance Laboratory

By: _____________________________
   John Palenchar, Interim Director
   Water Resources

Date: 10-05-2017

ATTEST:

Chan Srinivasa City Clerk
(SEAL)
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT 1 TO THE INTERLOCAL AGREEMENT FOR LABORATORY SERVICES DATED JULY 24, 2015 BETWEEN THE FLORIDA DEPARTMENT OF HEALTH, PINELLAS COUNTY HEALTH DEPARTMENT AND THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg and Pinellas County Health Department ("Department") entered into an Interlocal Agreement for Laboratory Services on July 24, 2015 ("Contract"); and

WHEREAS, the Contract provided that a maximum of 260 samples per year could be submitted to the City laboratory for testing as part of the Healthy Beaches Program; and

WHEREAS, the Department has requested that the Contract be amended to remove the limitation on the number of samples that may be submitted per year; and

WHEREAS, the City has no objection to such amendment.

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 1 to the Interlocal Agreement for Laboratory Services dated July 24, 2015 between the Florida Department of Health, Pinellas County Health Department and the City of St. Petersburg.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

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

SUBJECT: A resolution authorizing the Mayor or his designee to consent to the assignment of the workforce housing bonus density intensity agreement imposing covenants and restrictions relating to that certain property known as Tortuga Pointe Apartments located at 10475 Gandy Boulevard North from ZarCalRes Brighton, LLC, a Delaware limited liability company to Tortuga Pointe LLC, a Delaware limited liability company; authorizing the Mayor or his designee to execute all documents necessary to effectuate this consent; and providing an effective date.

EXPLANATION: The City of St. Petersburg created a Workforce Housing Density/Intensity Bonus Program (“WFH Program”) by adoption of Ordinance 854-G in 2007 which became effective January 1, 2008. The WFH Program allows entities that are developing housing to obtain increased density/intensity on their site in return for agreeing to restrict the additional units so that they would be affordable to households with incomes at or below 80%, 120%, and 150% of the area median income (“AMI”) for a period of 30 years from the date of the initial certificate of occupancy.

On September 29, 2008 ZarCalRes Brighton, LLC recorded a Workforce Housing Bonus Density/Intensity Agreement (“WFH Agreement”) which allowed them to construct 295 units on the property located at 10475 Gandy Boulevard North (“Property”) in return for the provision that 93 of those units would be rented in accordance with the WFH Program. The Tortuga Pointe Apartments were constructed on the Property and the units have been rented to eligible households at rents that comply with the annual schedule of rents approved by the Housing & Community Development Department. ZarCalRes Brighton, LLC has successfully performed its duties under the WFH Program and the WFH Agreement to date.

On August 10, 2017, ZarCalRes Brighton hand delivered a letter to the City informing us that they have identified a buyer entity, Tortuga Pointe LLC, to purchase the Property (“Sale”). The letter also requested that the City consent to, accept and recognize the assignment of the rights, obligations and liabilities of ZarCalRes Brighton, LLC under the WFH Agreement to Tortuga Pointe, LLC (upon successful Sale). The letter advised that the buyer entity would be comprised of Madison International Realty, LLC and LCOR Incorporated. The newly formed entity, Tortuga Pointe LLC is a Delaware limited liability company which will be qualified in Florida before closing the Sale.

LAMLP LLC (“LAMLP”) is the property manager of the Property and will remain as the property manager of the Property immediately following the Sale.

The letter was provided to the Housing Services as an informational item in the August 24, 2017 meeting packet.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to consent to the assignment of the workforce housing bonus density intensity agreement imposing covenants and restrictions relating to that certain property known as Tortuga Point Apartments located at 10475 Gandy Boulevard North from ZarCalRes
Brighton, LLC, a Delaware limited liability company to Tortuga Pointe LLC, a Delaware limited liability company; authorizing the Mayor or his designee to execute all other documents necessary to effectuate the consent provided by this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Not Applicable.

Attachments: ZarCalRes Brighton Letter
Resolution

APPROVALS:

Administration: __________________________  Budget: __________________________

Legal: 00344217.doc v2
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO CONSENT TO THE ASSIGNMENT OF THE WORKFORCE HOUSING BONUS DENSITY INTENSITY AGREEMENT IMPOSING COVENANTS AND RESTRICTIONS RELATING TO THAT CERTAIN PROPERTY KNOWN AS TORTUGA POINTE APARTMENTS, LOCATED AT 10475 GANDY BOULEVARD NORTH, FROM ZARCALRES BRIGHTON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO TORTUGA POINTE LLC, A DELAWARE LIMITED LIABILITY COMPANY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE CONSENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Workforce Housing Bonus Density/Intensity Program ("WFH Program") was established by Ord. 854-G on November 28, 2007 and became effective January 1, 2008; and

WHEREAS, the WFH Program allows a developer/owner the option of building a slightly higher number of units on their site in return for agreeing to restrict the additional units so that they would be affordable to households with incomes at or below 80%, 120%, and 150% of the area median income ("AMI") for a period of 30 years from the date of the initial certificate of occupancy; and

WHEREAS, ZarCalRes Brighton, LLC ("Developer") executed a Workforce Housing Bonus Density/Intensity Agreement ("WFH Agreement") on July 18, 2008 which was recorded in the Official Records of the Pinellas County Clerk of Court in OR Book 16388, pages 2368-2389 on September 29, 2008; and

WHEREAS, the WFH Agreement allowed 295 units to be constructed on the property located at 10475 Gandy Boulevard North ("Property") in return for the provision that 93 of those units would be rented in accordance with the WFH Program; and

WHEREAS, Developer has successfully performed its duties under the Workforce Housing Density/Intensity program and the WFH Agreement to date; and

WHEREAS, LAMLP LLC ("LAMLP") is the property manager of the Property; and

WHEREAS, Developer now desires to sell the property and has identified a buyer entity, Tortuga Pointe LLC ("Buyer"), to purchase the Property ("Sale"); and
WHEREAS, the information provided to the City indicates that LAMLP will remain as the property manager of the Property following the Sale; and

WHEREAS, Developer has requested that the City consent to, accept and recognize the assignment of the rights, obligations and liabilities of Developer under the WFH Agreement to Buyer (upon successful Sale); and

WHEREAS, the Administration recommends that the Mayor or his designee be authorized to provide consent for Developer to assign its rights, obligations and liabilities under the WFH Agreement to Buyer.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that authorization for the Mayor or his designee to consent to the assignment of the workforce housing bonus density intensity agreement imposing covenants and restrictions relating to that certain property known as Tortuga Pointe Apartments, located at 10475 Gandy Boulevard North, from ZarCalRes Brighton, LLC, a Delaware limited liability company to Tortuga Pointe LLC, a Delaware limited liability company, is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate the consent provided by this resolution;

This Resolution shall become effective immediately upon its adoption.

Approvals:

LEGAL:

HOUSING & COMMUNITY DEVELOPMENT:

_________________________________________  ______________________________
City Attorney (Designee)                    Joshua A. Johnson, Director

Legal: 00344218.doc v2
City of St. Petersburg  
Housing and Community Development  
175 Fifth Street North  
St Petersburg, FL

Dear Housing and Community Development Office and Mayor Rick Kriseman

ZarCalRes Brighton, LLC is the Developer/Owner ("Owner") under that certain WorkForce Housing Bonus Density/Intensity Agreement ("Agreement") dated July 18, 2008 between Owner and the City of St. Petersburg, Florida ("City"). The Agreement covers that certain property known as Tortuga Pointe Apartments located at 10475 Gandy Boulevard, St. Petersburg, Florida (the "Property").

Pursuant to Section 17 of the Agreement, Owner may not delegate performance under the Agreement, nor assign the Agreement or any of its rights under the Agreement without City Council's prior written consent which shall be granted or withheld in the City Council's sole discretion. The City's primary goal for requiring such consent is to assure that all the provisions of the Agreement will be complied with by the Assignee and that the City continues to have the ability to enforce the Agreement against the Assignee in the simplest and easiest (for the City) manner possible. Any such purported delegation or assignment without the City Council's consent shall be null and void and shall constitute a material default of the Agreement.

Section 28 further provides that for purposes of the Agreement any required written permission, consent, approval or agreement by the City means the approval of the Mayor or the Mayor's designee unless otherwise set forth therein.

Owner plans to enter into a Purchase and Sale Agreement and Joint Escrow Instructions by and between Owner and a to be named entity which will be comprised of Madison International Realty, LLC and LCOR Incorporated, as buyer, ("Buyer") to sell the Property (hereafter the "Sale").

Owner hereby notifies City and further requests City to consent to, accept and recognize the assignment of all Owner/Developer (upon a successful Sale) rights, obligations and liabilities under the Agreement to Buyer and Buyer, (upon a successful Sale), will accept the assignment of all of Owner's rights, obligations and liabilities under the Agreement.

Owner is willing to draft an agreement and forward to City which shall (i) acknowledge that the City shall thereafter recognize Buyer as the Owner/Developer under the Agreement; (ii) release ZarCalRes Brighton, LLC therefrom; and (iii) be in form and content reasonably acceptable to Buyer, Owner and City. Buyer and Owner expect the Sale to occur on or before November 15, 2017.

Further, please be aware that LCOR will remain as the property manager of the Property immediately following closing.

We understand that the City will seek City Council approval of the assignment and agree to the form of assignment which the City, Owner and Buyer will execute as part of the Sale. Please let Donna Jacobson know if you would like the Owner to draft the assignment at 515.246.7583 or Jacobson.donna@principal.com.
City of St. Petersburg
Housing and Community Development
Mayor Kriseman

Should the Sale between Buyer and Owner be terminated, we will notify you.

Sincerely

ZARCALRES BRIGHTON, LLC, a Delaware limited liability company

By: ZARCALRES, LLC, a Delaware limited liability company, its sole member

By: CSJV ZARCALRES, LLC, a Delaware limited liability company, its manager

By: CALIFORNIA STATE TEACHERS’ RETIREMENT SYSTEM, a public entity, its sole member

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its investment advisor

By: Donna H. Jacobson

CC: Mayor Rick Kriseman via hand delivery
Kieran Bryers, LCOR via email at Kbryers@lcor.com
Cindy True via email at ctrue@madisonint.com
Debbie Freeman via email at DFreeman@LCOR.com
Ryan Dosh via email at RDosh@coxcastle.com
MEMORANDUM

Council Meeting of October 19, 2017

TO: Members of City Council
FROM: Mayor Rick Kriseman
RE: Confirming the reappointment of Jenny Armstrong, and Brian Wilder as regular members to the Civil Service Board to serve a three-year term ending June 30, 2020.

I respectfully request that Council confirm the reappointment Jenny Armstrong, and Brian Wilder as regular members to the Civil Service Board to serve a three-year term ending June 30, 2020.

Copies of their resumes have been provided to the Council office for your information.

RK/cs
Attachment
cc: C. Guella, Human Resources Director
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Jenny Armstrong, and Brian Wilder as regular members to the Civil Service Board to serve a three-year term ending June 30, 2020.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)