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

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

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

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

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

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

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

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

GENERAL AGENDA INFORMATION

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

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

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

E. Reports

1. The New St. Pete Pier

   (a) A resolution accepting the guaranteed maximum price (GMP) proposal in the amount of $15,030,610 submitted by Skanska USA Building, Inc. (Skanska) on April 3, 2018 for the Pier Approach Project; authorizing payment in the amount of $121,500 to Skanska for additional preconstruction phase services related to the Doc Fords Restaurant, gateway entrance, playground equipment, and the Envision certification process; authorizing the City Attorneys Office to make non-substantive changes to the First Amendment; authorizing the Mayor or his designee to execute a First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, (Contract), to incorporate the GMP proposal into the Contract, add the additional preconstruction phase services, revise the Disadvantaged Worker and Apprentices Provision to clarify good faith efforts and retainer, and modify other necessary provisions; approving a transfer in the amount of $300,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for Unforeseen Conditions Contingency, authorizing a supplemental appropriation in the amount of $300,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377); rescinding an unencumbered appropriation in the Neighborhood & Citywide Infrastructure Fund (3027) in the amount of $700,000 from the Seawall Renovations & Replacement
FY18 Project (16184); approving a supplemental appropriation in the amount of $1,120,000 from the unappropriated balance of the Neighborhood & Citywide Infrastructure Fund (3027) to the Pier Approach Project (15377) for replacement of the seawall cap; acknowledging that funding for the new potable and reclaimed water mains, and sewer main have been previously appropriated in the Water Resources Capital Improvement Fund (4003); (Engineering & CID Project Nos. 09227-119 and 18234-019; Oracle Project Nos. 15377, 16031, 16345 and 16351); and providing an effective date.

(b) A resolution approving the First Amendment to the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida (City) and W Architecture and Landscape Architecture, LLC. (A/E) dated August 25, 2016, for A/E to provide additional design and construction administration services for the Pier Approach Project in an amount not to exceed $589,254; providing that the total contract amount shall not to exceed of $ 2,457,284; authorizing the City Attorneys office to make non-substantive changes to the First Amendment; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date.

(c) Lease Agreement - DF St. Pete, LLC d/b/a Doc Ford's Rum Bar & Grill at the new St. Pete Pier

(d) A resolution approving an agreement between the City of St. Petersburg, Florida, (City) and Earthscape Play Inc. (Earthscape) to design, fabricate and oversee the installation of childrens playground equipment at the Pier Approach for an amount not to exceed $700,000; authorizing the City Attorneys office to make non-substantive changes to the agreement; authorizing the Mayor, or his designee, to execute the agreement and all other documents necessary to effectuate this transaction; approving a transfer in the amount of $1,000,000 from the unappropriated balance of the Downtown Redevelopment Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the purchase and installation of the Pier playground equipment; authorizing a supplemental appropriation in the amount of $1,000,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the Pier Approach Project (15377); and providing an effective date.  (Engineering Project No. 09227-119; Oracle No. 15377).

(e) A Resolution recognizing the donation from the American Academy of Dermatologist in the amount of $250,000 to be used towards the construction of a shade structure at the new St. Pete PierTM; approving a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above donation, to the Pier Visioning Project (Engineering & CID Project No. 09227-019; Oracle Project No. 11988); and providing an effective date.

(f) Approving an agreement (“Agreement”) between the City of St. Petersburg, Florida (“City”) and Sports and Properties, Inc. to provide consulting services related to naming rights for the new St. Pete Pier™ in an amount not to exceed $98,000 in addition to commissions based on a percentage of revenue generated from resulting naming rights agreements; authorizing the City Attorney to make non-substantive changes to the Agreement.
2. A resolution recommending that Project B7111450363 (“Project”), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry (“QTI”) Business pursuant to Section 288.106, Florida Statutes with an average private sector wage commitment calculation based on 150% of the average State of Florida wage; finding that the commitments of local financial support necessary for the Project exist; committing $30,000 as the City’s share of the local financial support for the Project beginning in State FY 2020, subject to appropriation and conditioned on the Project meeting statutory requirements.

3. Health in All Policies (HiAP) Resolution, Presentation

   (a) Establishing the policy of the City of St. Petersburg to apply a “Health in All Policies” approach to the City’s decision-making, including policy development and implementation, budgeting and service delivery; supporting the decision to hire dedicated planners to implement health impact assessments to ensure that projects are evaluated based on their health implications in addition to traditional metrics.

4. Sewer Report

5. Approving the renewal of a blanket purchase agreement with Pinellas Ex-Offender Re-Entry Coalition, Inc. for the Workforce Readiness and Development Program, at an estimated two-year cost of $600,000, for a total contract amount of $649,928.

F. New Business

   1. Requesting administration provide to the Housing, Land Use, and Transportation, or other relevant committee, a status report on the Rebates for Rehab Program. (Councilmember Gabbard)

   2. Requesting administration consider the creation of a Community Housing Council to allow all community stakeholders a regularly scheduled forum to discuss housing related issues. (Councilmember Gabbard)

   3. Referring to the Housing, Land Use, and Transportation Committee, a discussion of potential Council actions aimed at protecting tenant’s rights. (Councilmember Foster)

   4. Requesting a presentation and related discussion about cooperative housing to the Housing, Land Use, and Transportation Committee. (Councilmember Gabbard)

   5. Requesting that legal draft a resolution to the Governor and State Legislators in regard to the restoration of the arts funding which was cut in the recently passed state budget. (Vice-Chair Kornell)

   (a) A resolution supporting state funding of arts and culture; urging the State Legislature to support and pass legislation restoring funding of arts and culture to prior levels; instructing the City Clerk to transmit this resolution to certain persons and entities.

G. Council Committee Reports

   1. Housing, Land Use & Transportation Report (3/22/18)

   2. Budget, Finance & Taxation Committee (4/12/18)
(a) Approving the scope of services for a management evaluation of the Sanitation Department; authorizing the administration to issue the Request for Proposal for a management evaluation of the Sanitation Department.

3. Public Services & Infrastructure Committee (4/12/18)

4. Health, Energy, Resiliency & Sustainability Committee (4/12/18)

H. Legal


2. An Attorney-Client Session, to be heard at 4:00 p.m., or soon thereafter, pursuant to Florida Statute 286.011(8), in in conjunction with the lawsuit styled Suncoast Waterkeeper, Our Childrens Earth Foundation, and Ecological Rights Foundation, Case No: 8:16-cv-3319-JDW-AEP. [DEFERRED]

3. Litigation regarding firearm preemption.

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 1588.

2. Confirming the preliminary assessment for Building Securing Number(s) SEC 1234.

3. Confirming the preliminary assessment for Building Demolition Number(s) DMO 460.

4. Ordinance 1109-V approving a vacation of a 159.97-foot portion of 7th Avenue South and a 25-foot radius street easement immediately west of 1st Street South adjacent to Lot 1, U.S.F. Replat and Lots 2 and 3, U.S.F. Replat No. 3. (City File 18-33000001)

5. Disposition of real property acquired through foreclosure for the purpose of affordable housing.

(a) Authorizing the Mayor, or his designee, to dispose of blighted properties; approving and adopting policies and procedures to provide for said disposition and to execute all documents necessary to effectuate same.

(b) Authorizing the Mayor, or his designee, to dispose of foreclosure properties listed below through the process set forth in the Foreclosure Properties Disposition Policy and to execute all documents necessary to effectuate same.

6. Ordinance 324-H authorizing the naming of the Citys Main Library after former President Barack Obama and an amendment of City Code to reflect such naming; authorizing the
Mayor to initiate such naming and amendment by issuing a Mayoral proclamation in accordance with this ordinance.

7. **Ordinance 325-H amending Chapter 20, Article II, Section 20-61; prohibiting acts of reckless endangerment, harassment and voyeurism via untethered objects; providing definitions; providing for enforcement; providing for a hearing process to recover seized property.**

J. **Open Forum**

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

2. **Disposition of real property acquired through foreclosure for the purpose of affordable housing.**

   (a) Resolution of the Community Redevelopment Agency of the City of St. Petersburg, Florida finding 1) that the Disposition Policy for Foreclosure Properties is consistent with the South St. Petersburg Community Redevelopment Plan and Florida Statutes; 2) that the disposition of foreclosure properties at the amounts and terms set forth in the foreclosure properties disposition policy is at a value that is in the public interest; and 3) recommending approval of the Foreclosure Properties Disposition Policy to the City Council of the City of St. Petersburg, Florida; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

   (b) Resolution of the Community Redevelopment Agency of the City of St. Petersburg, Florida finding 1) that the disposition of the foreclosure properties listed below through the Disposition Policy is consistent with the South St. Petersburg Community Redevelopment Plan and Florida Statutes; 2) that the disposition of foreclosure properties at the amounts and terms set forth in the foreclosure properties disposition policy is at a value that is in the public interest; and 3) recommending approval of the Disposition of the Foreclosure Properties listed below to the City Council of the City of St. Petersburg, Florida; authorizing the Mayor or his designee to execute all documents necessary to effectuate the dispositions.

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. Accepting a bid from Kamminga & Roodvoets, Inc., in the amount of $2,588,761.55, for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements, (Engineering Project No. 16016-110, Oracle Project No. 15074).

2. Approving the renewal of a blanket purchase agreement with G.A. Food Services of Pinellas County, Inc. for the summer food service program, at an estimated annual cost of $445,517, for a total contract amount of $1,582,132.

3. Approving the renewal of a blanket purchase agreement with Pinellas Ex-Offender Re-Entry Coalition, Inc. for the Workforce Readiness and Development Program, at an estimated two-year cost of $600,000, for a total contract amount of $649,928. [MOVED TO REPORTS AS E-5]

4. Awarding three-year contract purchase agreements to Playmore West, Inc., Playworx Playsets, LLC, Miller Recreation Equipment and Design, Inc. and Rep Services, Inc. for play structures and safety surfacing for the Parks and Recreation Department at an annual cost not to exceed $600,000.

(City Development)

(Leisure Services)

5. Authorizing the Mayor or his designee to accept a grant from the State of Florida Department of Agriculture and Consumer Services (“Department”) in the amount not to exceed $533,765 for the City’s summer food program and to execute a grant agreement and all other documents necessary to effectuate this transaction with the Department; approving a supplemental appropriation in the amount of $533,765 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department.

(Public Works)

6. Authorizing the Mayor or his designee to execute Task Order No. 16-03-MC/W to the architect/engineering agreement between the City of St. Petersburg, Florida and McKim & Creed, Inc. (A/E) dated December 5, 2016, for A/E to provide professional engineering
services related to the 31st Street South 12-inch Water Main Improvement Project in an amount not to exceed $154,930.08 (Engineering Project No. 18091-111; Oracle No. 16348); and providing an effective date. [DELETED]

(Appointments)

(Miscellaneous)
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 donation of a rescue vehicle valued at $7,000 to the Bradenton Police Department.

(City Development)

2. Resolution approving the plat of 5th Avenue Townhomes, generally located at 111 and 121 5th Avenue North between 2nd Street North and 1st Street North, north of 5th Avenue North. (City File: 16-20000015)

3. A resolution authorizing the Mayor, or his designee, to execute a License Agreement with The Deuces Live, Inc. ("The Deuces"), a Florida non-profit corporation, for use of a ±200 sq. ft. portion of the green space ("Property") within City-owned property located at approximately 2241 – 9th Avenue South, St. Petersburg, Florida, for the placement of a storage unit to store equipment and materials relative to its business activities, at a nominal use fee of $36.00; and authorizing removal of the Property from the Premises controlled under the Memorandum of Understanding by the Dr. Carter G. Woodson African American Museum, Inc. for use by The Deuces.

4. A resolution authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with Paul and Angela Nimmo, for an annual fee of $50.00, to fence a portion of a City-owned property located in Safety Harbor for the City’s 36-Inch Water Transmission Main.

5. A resolution authorizing the Mayor, or his designee, to execute a thirty-six (36) month lease agreement with The Canterbury School of Florida, Inc., a Florida not-for-profit corporation, for the use of an area outside the referendum approved leased premises, as illustrated and legally described in the attached Exhibit "A" as Subject Area of Short-Term Lease. (Requires affirmative vote of at least six (6) members of City Council.)

(Leisure Services)

(Public Works)

6. Approving the first Amendment to the architect/engineering Agreement between the City of St. Petersburg, Florida ("City") and Land & Waters Engineering Science, Inc. ("A/E"), dated February 7, 2017 for A/E to provide construction administration services related to the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements in an amount not to exceed $32,338.78, providing that the total contract amount shall not
exceed $389,265.78 (Engineering Project No. 16016-110 Oracle No. 15074); authorizing the mayor or his designee to execute the first Amendment; and providing an effective date.

7. **Authorizing the Mayor or his designee to execute Task Order No. 16-01-BV/W (“Task Order”) to the architect/engineering agreement, dated December 13, 2016, between the City of St. Petersburg, Florida (“City”) and Black and Veatch (“A/E”), for A/E to provide bid phase services and construction phase services related to the Water Resources Department Facility Backup Power Improvements Project in an amount not to exceed $29,988.72; (Engineering Project No. 18075-111 and Oracle No. 15278); and providing an effective date.**

(Appointments)

8. **Confirming the Appointment of a Regular and an Alternate member to the Development Review Commission.**

(Miscellaneous)

9. **Approving the continued retention of Matthew Weidner, and his firm, WeidnerLaw P.A., as Special Legal Counsel to the City to perform legal services related to foreclosure and collection matters under the new agreement; authorizing payment for such services.**
Note: An abbreviated listing of upcoming City Council meetings.

**Budget, Finance & Taxation Committee**  
*Thursday, April 12, 2018, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, April 12, 2018, 9:15 a.m., Room 100*

**Health, Energy, Resiliency & Sustainability Committee**  
*Thursday, April 12, 2018, 10:30 a.m., Room 100*

**CRA / Agenda Review**  
*Thursday, April 12, 2018, 1:30 p.m., Room 100*

**City Council Meeting**  
*Thursday, April 12, 2018, 3:00 p.m., Council Chamber*

**Committee of the Whole: Affordable Housing - Part 2**  
*Thursday, April 19, 2018, 9:30 a.m., Room 100*

**Co-Sponsored Events Committee**  
*Thursday, April 19, 2018, 1:00 p.m., Room 100*

**Budget, Finance & Taxation Committee**  
*Thursday, April 26, 2018, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, April 26, 2018, 9:15 a.m., Room 100*

**Housing, Land Use & Transportation Committee**  
*Thursday, April 26, 2018, 10:30 p.m., Room 100*

**CRA / Agenda Review**  
*Thursday, April 26, 2018, 1:30 p.m., Room 100*

**Committee of the Whole: FY19 CIP Budget**
Civil Service Board
1 Alternate Member
(Term expires 6/30/17)

City Beautiful Commission
4 Regular Members
(Term expires 6/30/17)

Nuisance Abatement Board
1 Regular Member
(Term expires 12/31/19)

Nuisance Abatement Board
2 Alternate Members
(Terms expire 8/31/19 and 11/30/19)
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.
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution accepting the guaranteed maximum price ("GMP") proposal in the amount of $15,030,610 submitted by Skanska USA Building, Inc. ("Skanska") on April 3, 2018 for the Pier Approach Project; authorizing payment in the amount of $121,500 to Skanska for additional preconstruction phase services related to the Doc Ford's Restaurant, gateway entrance, playground equipment, and the Envision certification process; authorizing the City Attorney's Office to make non-substantive changes to the First Amendment; authorizing the Mayor or his designee to execute a First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, ("Contract"), to incorporate the GMP proposal into the Contract, add the additional preconstruction phase services, revise the Disadvantaged Worker and Apprentices Provision to clarify good faith efforts and retainer, and modify other necessary provisions; approving a transfer in the amount of $300,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for Unforeseen Conditions Contingency, authorizing a supplemental appropriation in the amount of $300,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377); rescinding an unencumbered appropriation in the Neighborhood & Citywide Infrastructure Fund (3027) in the amount of $700,000 from the Seawall Renovations & Replacement FY18 Project (16184); approving a supplemental appropriation in the amount of $1,120,000 from the unappropriated balance of the Neighborhood & Citywide Infrastructure Fund (3027) to the Pier Approach Project (15377) for replacement of the seawall cap; acknowledging that funding for the new potable and reclaimed water mains, and sewer main have been previously appropriated in the Water Resources Capital Improvement Fund (4003); (Engineering & CID Project Nos. 09227-119 and 18234-019; Oracle Project Nos. 15377, 16031, 16345 and 16351); and providing an effective date.

EXPLANATION: The City of St. Petersburg, Florida ("City") and Skanska USA Building, Inc. ("Skanska") executed the Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("GMP") on January 10, 2017 ("Contract") for Skanska to provide preconstruction and construction phase services for the Pier Approach Project. Following execution of the Contract, the City authorized Skanska to provide preconstruction phase services in an amount not to exceed $200,000. Skanska has completed the preconstruction phase services approved to date.

The GMP Proposal is based on the following: i) the completed, architectural, landscape, civil, structural, and electrical contract drawings and project specifications as prepared by W- Architecture and Landscape Architecture, LLC; ii) a listing of clarifications, qualifications and assumptions made by Skanska in preparation of the GMP Proposal which further define the scope of the work; and iii) the anticipated schedule for the work.

At the completion of the 100% Construction Document phase, Skanska solicited competitive proposals for the work. The subtotal value of all the subcontractor bids for the completed work is $12,344,077. In addition to the cost of the subcontracted work, the GMP Proposal includes the bonds and insurance
including Builder’s Risk Insurance, the Construction Manager’s General Conditions, the Construction Manager’s Contingency, and the Construction Manager’s overhead and fee. City’s contingency for unforeseen conditions is also included in the amount of $300,000.

The GMP for the Project includes the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor Cost of the Work</td>
<td>$12,344,077</td>
</tr>
<tr>
<td>General Conditions</td>
<td>$805,792</td>
</tr>
<tr>
<td>Bonds, Insurance &amp; Warranty</td>
<td>$717,591</td>
</tr>
<tr>
<td>Construction Manager’s Contingency</td>
<td>$370,322</td>
</tr>
<tr>
<td>Construction Manager’s Fee</td>
<td>$492,828</td>
</tr>
<tr>
<td>CM’s Final GMP Proposal</td>
<td>$14,730,610</td>
</tr>
<tr>
<td>Owner’s Contingency for Unforeseen Conditions</td>
<td>$300,000</td>
</tr>
<tr>
<td>GMP Proposal</td>
<td>$15,030,610</td>
</tr>
</tbody>
</table>

The Pier Approach includes all landscape, hardscape, walkways, underground utilities, stormwater facilities, parking, and access roads serving the Pier and connecting the Pier project to the downtown core at Bay Shore Drive, and the construction of an open-air market structure. Several elements have been added to the scope of work requiring funding outside of the Pier Approach. These include the replacement of the seawall cap at the north to south seawall on the east edge of the Pelican parking lot and connected to the Pier seawall and the installation of new potable and reclaim water mains and a section of sewer main serving both the Pier and Pier Approach.

Additional preconstruction services are requested to provide cost estimation, scheduling and constructability review on portions of the project that are still to be designed including the new Doc Ford’s restaurant, the gateway connection to Beach Drive, and the installation of a children’s playground equipment. In addition, Skanska will provide program management and technical assistance for the Envision Certification process. This will include coordinating and facilitating the compilation of documentation, providing the technical guidance, management of the online reporting system and payment of the registration and certification fees.

On August 24, 2017, City Council approved Ordinance No. 292-H adopting amendments to the Intown Redevelopment Plan (IRP) to delete reference to “mixed-use transportation facility” and reallocate its $14,000,000 in allowable project cost that can be funded by Tax Increment Financing (TIF) such that up to $10 million may be spent on the Enhancements to the “Municipal Pier Project” and/or “Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District”. The Pinellas County Commission approved the amendments to the IRP and the Interlocal Agreement on September 14, 2017.

The $10 million in Enhancements to the “Municipal Pier Project” and/or “Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District” included several structures, facilities and
improvements that were designed to be completed as part of the construction of the Pier Approach. This includes a category for Unforeseen Conditions Contingency. The amount being requested from the contingency category is $300,000.

After approval by City Council the City and Skanska will execute the First Amendment to the Contract to include the GMP proposal in an amount not to exceed $15,030,610 into the Contract, add the additional preconstruction phase services, and modify other necessary provisions.

Recommendation: Administration recommends City Council approve the attached resolution accepting the guaranteed maximum price ("GMP") proposal in the amount of $15,030,610 submitted by Skanska USA Building, Inc. ("Skanska") on April 3, 2018 for the Pier Approach Project; authorizing payment in the amount of $121,500 to Skanska for additional preconstruction phase services related to the Doc Ford’s Restaurant, gateway entrance, playground equipment, and the Envision certification process; authorizing the City Attorney’s Office to make non-substantive changes to the First Amendment; authorizing the Mayor or his designee to execute a First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, ("Contract"), to incorporate the GMP proposal into the Contract, add the additional preconstruction phase services, revise the Disadvantaged Worker and Apprentices Provision to clarify good faith efforts and retainer, and modify other necessary provisions; approving a transfer in the amount of $300,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for Unforeseen Conditions Contingency, authorizing a supplemental appropriation in the amount of $300,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377); rescinding an unencumbered appropriation in the Neighborhood & Citywide Infrastructure Fund (3027) in the amount of $700,000 from the Seawall Renovations & Replacement FY18 Project (16184); approving a supplemental appropriation in the amount of $1,120,000 from the unappropriated balance of the Neighborhood & Citywide Infrastructure Fund (3027) to the Pier Approach Project (15377) for replacement of the seawall cap; acknowledging that funding for the new potable and reclaimed water mains, and sewer main have been previously appropriated in the Water Resources Capital Improvement Fund (4003); (Engineering & CID Project Nos. 09227-119 and 18234-019; Oracle Project Nos. 15377, 16031, 16345 and 16351); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding has been previously appropriated in the Pier Approach Project (15377). Additional funds will be available after the transfer in the amount of $300,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) and a supplemental appropriation in the amount of $300,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377) for the unforeseen conditions contingency; A rescission totaling $700,000 from the Seawall Renovations & Replacement FY18 Project (16184) and a supplemental appropriation in the amount of $1,120,000 from the Neighborhood & Citywide
Infrastructure Fund (3027) to the Pier Approach Project (15377) for the replacement of the seawall cap at the north to south seawall on the east edge of the Pelican parking lot and connected to the Pier seawall. Funding has been previously appropriated in the Water Resources Capital Projects Fund (4003) SAN Gravity Extensions FY17 Project (16031), DIS Main Valve & Aq Repl FY18 Project (16345) and REC Main/Valve/Appurt Rep FY18 Project (16351) for the installation of the new potable and reclaimed water mains and a section of the sewer main serving the Pier and Pier Approach (Engineering & CID Project Nos. 09227-119 and 18234-019; Oracle Project Nos. 15377, 16031, 16345 and 16351).

ATTACHMENTS:  Resolution  
First Amendment including the  
GMP Proposal submitted by Skanska on April 3, 2018

APPROVALS:  

\[Signature\]  Administrative  \[Signature\]  Budget
RESOLUTION NO. 2018 - ________

A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL IN THE AMOUNT OF $15,030,610 SUBMITTED BY SKANSKA USA BUILDING, INC. ("SKANSKA") ON APRIL 3, 2018, FOR THE PIER APPROACH PROJECT; AUTHORIZING PAYMENT IN THE AMOUNT OF $121,500 TO SKANSKA FOR ADDITIONAL PRECONSTRUCTION PHASE SERVICES RELATED TO THE DOC FORD'S RESTAURANT, GATEWAY ENTRANCE, PLAYGROUND EQUIPMENT, AND THE ENVISION CERTIFICATION PROCESS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JANUARY 10, 2017, ("CONTRACT"), TO INCORPORATE THE GMP PROPOSAL INTO THE CONTRACT, ADD THE ADDITIONAL PRECONSTRUCTION PHASE SERVICES, REVISE THE DISADVANTAGED WORKER AND APPRENTICES PROVISION TO CLARIFY GOOD FAITH EFFORTS AND RETAINER, AND MODIFY OTHER NECESSARY PROVISIONS; APPROVING A TRANSFER IN THE AMOUNT OF $300,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR UNFORESEEN CONDITIONS CONTINGENCY; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $300,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (15377); RESCINDING AN UNENCUMBERED APPROPRIATION IN THE NEIGHBORHOOD & CITYWIDE INFRASTRUCTURE FUND (3027) IN THE AMOUNT OF $700,000 FROM THE SEAWALL RENOVATIONS & REPLACEMENT FY18 PROJECT (16184); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,120,000 FROM THE UNAPPROPRIATED BALANCE OF THE NEIGHBORHOOD & CITYWIDE INFRASTRUCTURE FUND (3027) TO THE PIER APPROACH PROJECT(15377) FOR REPLACEMENT OF THE SEAWALL CAP; ACKNOWLEDGING THAT FUNDING FOR THE NEW POTABLE AND RECLAIMED WATER MAINS, AND SEWER MAIN HAVE BEEN PREVIOUSLY APPROPRIATED IN THE WATER RESOURCES CAPITAL IMPROVEMENT FUND (4003) (ENGINEERING & CID PROJECT NOS. 09227-119 AND 18234-019; ORACLE PROJECT NOS. 15377, 16031, 16345 AND 16351); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Skansa USA Building, Inc. ("Construction Manager") entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price on January 10, 2017 ("Contract"), for Construction Manager to provide preconstruction and construction phase services for the Pier Approach Project; and

WHEREAS, following execution of the Contract, the City authorized the Construction Manager to provide the preconstruction phase services in an amount not to exceed $200,000; and

WHEREAS, in accordance with the Contract requirements, Construction Manager submitted the Guaranteed Maximum Price ("GMP") Proposal in an amount not to exceed $15,030,610 to the City for review and acceptance; and
WHEREAS, the Owner desires for Construction Manager to provide additional preconstruction phase services related to the Doc Ford’s Restaurant, gateway entrance, playground equipment, and the Envision certification process; and

WHEREAS, the City desires to amend the Contract with Construction Manager to incorporate the GMP Proposal in an amount not to exceed $15,030,610 dated April 3, 2018, into the Contract, add additional preconstruction phase services, revise the disadvantaged worker and apprentices provision to clarify good faith efforts and retainer, and modify other necessary provisions; and

WHEREAS, funding for the GMP Proposal in an amount not to exceed $15,030,610 will be available after (i) a transfer of $300,000 from Downtown Redevelopment District Fund (1105) to General Capital Improvement Fund (3001) and a supplemental appropriation from the increase in the unappropriated balance of General Capital Improvement Fund resulting from the above transfer to the Pier Approach Project (15377), (ii) rescinding an unencumbered appropriation in the amount of $700,000 in the Neighborhood & Citywide Infrastructure Fund (3027), Seawall Renovations & Replacement FY 18 Project (16184), and (iii) a supplemental appropriation in the amount of $1,120,000 from the unappropriated balance of Neighborhood & Citywide Infrastructure Fund (3027) to the Pier Approach Project (15377); and

WHEREAS, funding for the new potable and reclaimed water mains, and sewer main have been previously appropriated in the Water Resources Capital Improvement Fund (4003); 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 the Guaranteed Maximum Price ("GMP") proposal in the amount of $15,030,610 submitted by Skanska USA Building, Inc. ("Skanska") on April 3, 2018, is hereby accepted.

BE IT FURTHER RESOLVED that payment in the amount of $121,500 to Skanska for additional preconstruction phase services related to the Doc Ford’s Restaurant, gateway entrance, playground equipment, and Envision Certification process is hereby authorized.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the First Amendment to correct typographical errors and clarify provisions of the First Amendment to conform to City Council’s direction.

BE IT FURTHER RESOLVED that the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, ("Contract"), to incorporate the GMP proposal into the Contract, add the additional preconstruction phase services, revise the disadvantaged worker and apprentices provision to clarify good faith efforts and retainer, and modify other necessary provisions.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY18:

| Downtown Redevelopment District Fund (1105) | Transfer to: General Capital Improvement Fund (3001) | $300,000 |

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, the following supplemental appropriation for FY18:
General Capital Improvement Fund (3001)
Pier Approach Project (15377) $300,000

BE IT FURTHER RESOLVED that the appropriation in the amount of $700,000 in the Neighborhood & Citywide Infrastructure Fund (3027), Seawall Renovations & Replacement FY18 Project (16184) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Neighborhood & Citywide Infrastructure Fund (3027), the following supplemental appropriation for FY18:

<table>
<thead>
<tr>
<th>Neighborhood &amp; Citywide Infrastructure Fund (3027)</th>
<th>$1,120,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pier Approach Project (15377)</td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that this Council hereby acknowledges that funding for the new potable and reclaimed water mains, and sewer main have been previously appropriated in the Water Resources Capital Improvement Fund (4003).

This resolution shall become effective immediately upon its adoption.

Approvals:

[Signature]
City Attorney (Designee)

[Signature]
Brijesh Prayman, P.E., ENV SP
Engineering and Capital Improvements Director

Budget
370138 FINAL 4-19-18 Meeting
FIRST AMENDMENT
Including the Guaranteed Maximum Price Amendment

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on this ____ day of April, 2018, by and between the City of St. Petersburg, Florida ("City" or "Owner") and Skanska USA Building Inc. ("Construction Manager" or "Contractor").

WHEREAS, the Owner and the Construction Manager entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price on January 10, 2017 ("Contract"), for Construction Manager to provide preconstruction and construction phase services for the Pier Approach Project; and

WHEREAS, following execution of the Contract, the Owner authorized the Construction Manager to provide the preconstruction phase services in an amount not to exceed $200,000; and

WHEREAS, in accordance with the Contract requirements, Construction Manager submitted the Guaranteed Maximum Price ("GMP") Proposal in an amount not to exceed $15,030,610 to the Owner for review and acceptance; and

WHEREAS, the Owner desires for Construction Manager to provide additional preconstruction phase services related to the Doc Ford’s Restaurant, gateway entrance, playground equipment, and the Envision certification process; and

WHEREAS, the City and Construction Manager desires to amend the Contract to incorporate the GMP Proposal in an amount not to exceed $15,030,610 dated April 3, 2018, into the Contract, add additional preconstruction phase services, revise the disadvantaged worker and apprentices provision to clarify good faith efforts and retainer, and modify other necessary provisions.

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

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

2. §1.1 of the Standard Form of Agreement between Owner and Construction Manager (e.g., Document A133-2009, as amended), which is part of the Contract, is hereby amended to read as follows:

§ 1.1 The Contract and Contract Documents

This Agreement and the Contract Documents form the Contract between the Owner and the Construction Manager. The Contract Documents consist of the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, the Request for Proposals, Construction Manager’s Proposal, other documents listed or referenced in this Agreement or the Contract Documents, and Modifications issued after execution of this Contract. Upon the Owner’s acceptance of the Construction Manager’s
Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment (and any amendments thereto) and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. In the event of an inconsistency or conflict between or among the documents referenced herein, the following order of precedence shall govern: (i) Modifications exclusive of exhibits (ii) this Agreement, exclusive of its exhibits; (iii) the Conditions of the Contract (General, Supplementary and other Conditions), exclusive of its exhibits; (iv) the Exhibit containing the Final Guaranteed Maximum Price proposal submitted by Construction Manager (e.g. Exhibit E); (v) the other exhibits; and (vi) all other Contract Documents. Any inconsistency or conflict between all other Contract Documents shall be initially resolved by the Initial Decision Maker after consulting with the Construction Manager with Construction Manager reserving all rights to dispute such resolution under Article 15 of the AIA Document 201-2007, as modified by the Owner.

3. §2.1.1 of the Standard Form of Agreement between Owner and Construction Manager (e.g., Document A133-2009, as amended), which is part of the Contract, is hereby amended to read as follows:

§2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner’s program (which includes value engineering and constructability services), schedule and construction budget requirements, each in terms of the other. This evaluation by the Construction Manager shall include, at a minimum, the following: (1) a preliminary narrative addressing whether the Owner’s Construction Cost Budget is sufficient to perform the Work; (2) identify possible areas in which the Owner may be able to achieve a savings under the Owner’s Construction Cost Budget; and (3) work with the Architect to refine the cost plan and/or cost estimates during the design phases identified in the amended and restated architect/engineer agreement. The Construction Manager shall also provide preconstruction phase services related to the Doc Ford’s Restaurant, gateway entrance, and playground equipment, which shall include value engineering, scheduling, geotechnical testing, and constructability review services. Construction Manager shall also provide program management and technical assistance for the Envision Certification process, which shall include coordinating and facilitating the compilation of documentation, providing technical guidance, and managing the online reporting system and payment of registration and certification fees.

4. §2.2.4.1 of the Standard Form of Agreement between Owner and Construction Manager (e.g., Document A133-2009, as amended), which is part of the Contract, is hereby amended to read as follows:

2.2.4.1 In preparing the Construction Manager’s Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. In addition, any buyout saving realized through the procurement process shall added to Construction Manager’s contingency. Construction Manager shall obtain Owner’s written approval to using such contingency, which approval shall be promptly provided after receipt of a request from Construction Manager. Such contingency may be used for any costs
reasonably required to perform or manage the Work to address items that include, but are not limited to: items inadvertently omitted during the estimating and bidding process, schedule recovery costs associated with weather and other causes of delay that are not otherwise compensable, interfacing omissions between and from the various categories of work, additional costs incurred due to the withdrawal or disqualification of a subcontractor bid that the Construction Manager had relied upon prior to execution of a written subcontract, general conditions over-runs, costs associated with subcontractor default, cost increases due to unanticipated local labor and material market conditions, additional costs that may arise or be associated with tariffs and/or cost escalation due to such tariffs, selective overtime, or the like. Upon Final Completion of the Project, if this contingency has not been used, these remaining funds shall be disbursed back to the Owner to be used at its sole discretion.

5. §2.3.2.10 of the Standard Form of Agreement between Owner and Construction Manager (e.g., Document A133-2009, as amended), which is part of the Contract, is hereby amended to read as follows:

§ 2.3.2.10 Disadvantaged Workers and Apprentices Requirements for the Project.

The Construction Manager and Owner agree (i) that at least ten percent (10%) of all labor hours of work performed on the Project shall be performed by disadvantaged workers employed by the Construction Manager or Subcontractors and (ii) that at least ten percent (10%) of all labor hours of work performed on the Project shall be performed by apprentices employed by the Construction Manager or Subcontractors. The Construction Manager shall be responsible for achieving and maintaining the required participation percentage for the duration of the Project. If the Construction Manager and respective Subcontractors are not able to achieve or maintain the required percentage, the Construction Manager must demonstrate and document that good faith efforts were made to achieve or maintain the required percentage. Good faith efforts shall constitute: (i) Construction Manager conducting at least one monthly outreach event; (ii) Construction Manager placing at least two monthly advertisements in two different community targeted local publications to promote its monthly outreach event and inform the public of potential employment opportunities; (iii) Construction Manager working with Career Source Pinellas, Pinellas Ex-Offender Re-Entry Coalition, 2020 Plan Taskforce, and Pinellas Technical College to recruit applicants and causing its Subcontractors to work with Career Source Pinellas, Pinellas Ex-Offender Re-Entry Coalition, 2020 Plan Taskforce, and Pinellas Technical College to recruit applicants; (iv) Construction Manager documenting solicited responses regarding background from employees and Subcontractor’s employees; and (v) Construction Manager registering job openings with the Urban League and Career Edge/United Way and causing its Subcontractors to register job openings with the Urban League and Career Edge/United Way. Documentation that the Construction Manager or Subcontractor(s) made good faith efforts shall be submitted on forms provided by the Initial Decision Maker (i.e., the Engineering and Capital Improvements Director) or his designee. The Initial Decision Maker or his designee shall review the documentation and determine whether good faith efforts were made to achieve or maintain the required percentage of disadvantaged workers and apprentices. If the Construction Manager is dissatisfied with the Initial Decision Maker or his designee’s determination, Construction Manager may make an appeal to the Mayor within fifteen (15) days after receipt of the Initial Decision Maker or his designee’s determination.
The Construction Manager and Subcontractors shall keep records showing (i) the total hours of work performed on the Project, (ii) the name, address, trade classification, and labor hours worked, (iii) evidence of disadvantaged worker status and apprentices status, and (iv) employment status of all disadvantaged workers and apprentices asserted to meet the requirements set forth in this §2.3.2.10. The Construction Manager shall submit records to the Initial Decision Maker or his designee on a quarterly cycle for the duration of the Project. The record shall be submitted on or before January 15, April 15, July 15 and October 15 respectively. The records shall consist of the cumulative number of labor hours worked to date by disadvantaged workers and apprentices, and total labor hours worked to date. The records shall be cumulative for the duration of the Project and shall indicate any new hires. The Construction Manager is responsible for assuring that all compliance documentation is submitted to the City on forms provided by the Initial Decision Maker or his designee.

During the duration of the Project, compliance with this §2.3.2.10 shall be monitored and evaluated quarterly. If the Construction Manager has not met the requirements of §2.3.2.10, the Initial Decision Maker or his designee will provide written notice regarding noncompliance. The Construction Manager will be required to present a corrective action plan within thirty (30) days of such notice. Once the corrective action plan is approved by the Initial Decision Maker or his designee, the Initial Decision Maker or his designee will provide a time period for completion of the corrective action plan. The time period for completion of the corrective action plan shall not exceed thirty (30) days unless the Mayor or his designee determines that the Construction Manager has demonstrated that a longer time period is necessary and in the best interest of the City. If the Construction Manager fails to correct the deficiency within the time period, the Initial Decision Maker or his designee shall impose a penalty equal to the amount of the retainage withheld on the value of the labor hours.

Except to the extent in conflict with this §2.3.2.10, Construction Manager agrees to comply with the St. Petersburg City Code Sections 2-297 and 2-298.5.

6. Exhibit B is hereby deleted.

7. §4.1.1 of the Standard Form of Agreement between Owner and Construction Manager (e.g., Document A133-2009, as amended), which is part of the Contract, is hereby amended to read as follows:

§4.1.1 For the Construction Manager’s initial Preconstruction Phase services, the Owner shall compensate the Construction Manager a fixed amount not to exceed two hundred thousand dollars ($200,000). Such fixed amount is inclusive of all out of pocket expenses, including but not limited to transportation, lodging, meals, and materials. For the Construction Manager’s Preconstruction Phase services related to the Doc Ford’s Restaurant, gateway entrance, playground equipment, and the Envision Certification process, the Owner shall compensate the Construction Manager a fixed amount not to exceed one hundred twenty one thousand five hundred dollars ($121,500), which includes ten thousand dollars ($10,000) for geotechnical testing for the Doc Ford’s restaurant. Such fixed amount is inclusive of all out of pocket expenses,
including but not limited to phone, computer, postage, transportation, lodging, meals, and materials.

8. §11.5.1 of the Standard Form of Agreement between Owner and Construction Manager (e.g., Document A133-2009, as amended), which is part of the Contract, is hereby amended to read as follows:

§ 11.5.1 All deliverables, reports, and documents related to the Contract shall be made available to the Owners upon request and shall be considered public records in accordance with Chapter 119, Florida Statutes, unless exempt therefrom. Construction Manager shall comply with the Florida laws regarding public records (e.g., Chapter 119, Florida Statutes, and specifically Chapter 119.0701(2)(b)(1-4). **IF CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, 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.**

9. §9.1 of the General Conditions of the Contract for Construction (e.g., Document A201-2007, as amended), which is part of Contract, is hereby amended to read as follows:

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work in the Construction Phase under the Contract. **THE CONTRACTOR ACKNOWLEDGES THAT THE CONTRACT SUM SHALL NOT EXCEED THE GUARANTEED MAXIMUM PRICE SET FORTH IN THE GUARANTEED MAXIMUM PRICE AMENDMENT (OR ANY AMENDMENT THERETO).**

10. §11.1 of the General Conditions of the Contract for Construction (e.g., Document A201-2007, as amended), which is part of Contract, is hereby amended to read as follows:

§11.1 Contractor's insurance and bonding requirements are set forth in Amended Exhibit C, which is attached hereto and made a part of the Contract. All references in the Contract to Exhibit C shall mean the Amended Exhibit C.

11. The Guaranteed Maximum Price Proposal in an amount not to exceed $15,030,610 dated April 3, 2018, attached hereto and made a part hereof as Exhibit E is hereby approved and accepted.

12. Any and all provisions of the Contract not specifically amended by this First Amendment shall remain in full force and effect.
IN WITNESS WHEREOF, the City and Construction Manager have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Print: __________________________
Title: ___________________________

Approved as to Form and Content:

________________________________________________________
City Attorney (Designee)

SKANSKA USA BUILDING, INC:

By: ____________________________
Print: __________________________
Title: ___________________________

ATTEST

City Clerk
(SEAL)

WITNESSES

By: ____________________________
Print: __________________________

By: ____________________________
Print: __________________________
AMENDED EXHIBIT C

Article 11 INSURANCE AND BOND

11.1 Insurance

Except as otherwise authorized in writing by the Owner, the Contractor shall not commence work under the Contract until all insurance required below has been obtained and approved by the Owner. The Contractor shall not allow any Subcontractor to commence work on a subcontract until all insurance required of the Subcontractor has been obtained and approved. If a Subcontractor does not obtain insurance in its own name and its principal Contractor wishes to provide insurance protection for such Subcontractor and such Subcontractor’s employees, Contractor shall (i) attach a rider to the principal Contractor’s policy, which rider shall identify the persons thereby covered or else the principal Contractor shall obtain appropriate policies in the name of the Subcontractor and (ii) comply with the additional requirements set forth in Attachment C-1, which is attached to this Amended Exhibit C and made a part hereof.

The Contractor shall provide the Owner with Certificates of Insurance for all new and renewal insurance policies. Certificates shall name the City of St. Petersburg as an additional insured except for the Workers’ Compensations insurance and show the City of St. Petersburg as the Certificate Holder. No insurance policy required herein may be canceled, non-renewed, or adversely changed without thirty days written notice to the Owner. Except as otherwise provided in Section 11.1.4 of this Exhibit C, insurance shall be maintained at all times by the Contractor until Final Acceptance of the Work by the Owner except for completed operations coverage which shall be maintained for a period of one year beyond Final Acceptance of the Project. Completed operations coverage shall not serve to limit the liability of the Contractor.

Certificates of Insurance shall be delivered to the Procurement & Supply Management Director. Failure to provide Certificates or failure to renew Insurance shall not relieve the Contractor of the responsibility to provide insurance as required. At the Owner’s request, the Contractor shall allow the Owner and/or the Owner’s designated representative to come to its Tampa office, during regular business hours, to review complete copies of Contractor’s and all its Subcontractor’s insurance policies. The Owner shall have the right to take notes during its review of the policies. Receipt of Certificates of Insurance which indicate less coverage than required does not constitute a waiver of the Contractor’s obligation to fulfill the insurance requirements herein.

The Contractor may, at its option, provide the limits of liability as set out herein by a combination of the policies described herein, including an Umbrella or Excess Liability Insurance Policy. Any Excess or Umbrella policy must provide coverage on at least a following form basis and must include completed operations and excavation, collapse and underground coverage.
Approval of the insurance by the Owner shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the Owner does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

The Contractor's self-insured retention limit may be disapproved by the Owner. All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

11.1.1 Worker's Compensation

Coverage

The Contractor shall obtain and maintain during the life of the Contract, Worker’s Compensation Insurance for all of Contractor’s employees employed at the site of the Project. Coverage should include Employers Liability, Voluntary Compensation and U.S. Longshoremen’s and Harbor Worker’s Act coverage where applicable.

If any work is subcontracted, the Contractor shall require each Subcontractor to provide Worker’s Compensation Insurance for all the Subcontractor’s employees unless such employees are covered by the Worker’s Compensation Insurance afforded by the Contractor.

The Contractor and Subcontractors shall purchase any other insurance or coverage required by law for the benefit of their employees. The Contractor and Subcontractors shall obtain and maintain such insurance and coverage in amounts not less than the following:

Limits

Worker’s Compensation – as required by Florida Law.

Employer’s Liability - $500,000 each employee, each accident, and $500,000 each employee / $500,000 policy limit for disease.

11.1.2 Commercial General Liability

Coverage

The Contractor shall obtain and maintain during the life of the Contract, such Commercial General Liability Insurance as shall provide coverage for the Contractor, Subcontractors, and the Owner from claims for bodily injury and personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Contract, whether such operations be by the Contractor or by any Subcontractors, or any of their agents, representatives, guests, employees, invitees or anyone contracting with Contractor or by anyone directly or indirectly employed by any of them.
Explosion, collapse and underground hazards shall be covered by the Contractor’s and Subcontractor’s Commercial General Liability Insurance. If such policy does not cover asbestos abatement liability, then a separate asbestos abatement policy with a limit of no less than $5,000,000 is required, on applicable projects.

A separate general aggregate limit of liability shall apply to the Project in the Contract. If the Contractor works on more than one project, a general aggregate shall apply to each of such projects. The project(s) shall be specifically described in the endorsement.

If Comprehensive General Liability Insurance is obtained instead of Commercial General Liability Insurance, the policy must include the Broad Form Comprehensive General Liability Endorsement.

Limits

Occurrence type Commercial General Liability in amounts not less than:

- General Aggregate Limit applicable per Project: $5,000,000
- Products and Completed Operations Aggregate Limit: $5,000,000
- Personal & Advertising Injury Limit: $5,000,000
- Each Occurrence Limit: $5,000,000
- Medical Expense Limit: Optional

11.1.3 Business Automobile Insurance

Coverage

The Contractor shall obtain and maintain Business Automobile Insurance providing liability coverage for “any auto”, which shall include, but not be limited to, all leased, owned, non-owned, and hired vehicles.

Limits

$1,000,000 combined single limit each occurrence for bodily injury and property damage.
$2,000,000 aggregate.

11.1.4 Builder’s Risk Insurance

Contractor shall obtain and maintain Builder’s Risk Insurance insuring the Contractor’s work at the site to its full insurable replacement value. This insurance shall insure the interests of the Owner, the Contractor, and all Subcontractors in the Work and shall insure against special form causes of loss (all risk perils), including collapse during construction for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Contractor shall obtain and maintain similar property insurance
on equipment, materials, supplies and other property and portions of the Work stored on or off site or in transit. Builder’s Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the Owner and written notice of that fact has been issued by the Owner. Builder’s Risk Insurance to be maintained until Substantial Completion of the Work.

11.1.5 Environmental Liability Insurance

Coverage:

The Contractor shall obtain and maintain Environmental Liability Insurance with a minimum policy limit of $5,000,000. Said policy shall also provide coverage for items in transit.

Limits

$5,000,000

11.1.6 Professional Liability Insurance

Coverage:

The Contractor shall obtain and maintain Professional Liability Insurance providing coverage including bodily injury and property damage from design, management such as construction project supervision, payment authorization and including Errors and Omissions coverage for the Work required to be performed by the Contractor pursuant to the Contract with a limit of $5,000,000 per occurrence. If the policy is on a claims made basis with a limit of $5,000,000 then the policy shall be maintained for at least two (2) years past the date that the Work is completed.

Limits

$5,000,000 minimum limit per occurrence

11.2 PUBLIC CONSTRUCTION BOND

The Contractor shall furnish a Public Construction Bond executed by a surety company duly authorized to do business in the state of Florida which shall be countersigned by an agent for the company, resident in the state of Florida on the Owner’s bond form attached hereto. The amount of the bond shall be equal to the Guaranteed Maximum Price (as set forth in the Guaranteed Maximum Price Amendment), as security for the faithful performance of the Contract and as security for the payment by the Contractor of all persons performing the Contract. The Surety company shall have a rating classification of “A” and a financial category of Class VII as evaluated in the current Best’s Key Rating Guide, Property – Liability.
In lieu of the Public Construction Bond, the Contractor may furnish to the Owner an alternative form of security in the form of cash, money order, certified check, cashier's check, an irrevocable letter of credit, or a security of a type listed in Chapter 625, Part II, of the Florida Statutes and acceptable to the City Attorney. Any such alternative form of security shall be subject to the same conditions as those applicable to the Construction Bond required by this section and Chapter 255 of the Florida Statutes.

The Public Construction Bond shall remain in effect for at least one year beyond the date of final acceptance by the Owner.

Alternative forms of security will be returned to the Contractor not later than thirty (30) days following the expiration of the guarantee period.
ATTACHMENT C-1

In addition to the requirements set forth in Amended Exhibit C, Contractor agrees to the following.

1. All requirements set forth in Amended Exhibit C not covered by the Contractor Controlled Insurance Program shall be in effect, including coverage for offsite operations.

2. Requirements for Contractor Controlled Insurance Program (CCIP):

   a. Coverage

      1. Commercial General Liability Insurance shall be provided on ISO Coverage Form CG 00 01 04 13 and include the following ISO Endorsements CG 20 10 07 04, CG 20 37 07 04, and CG 20 01 04 13 in amounts not less than:

         Each Occurrence Limit
         $2,000,000

         Personal & Advertising Injury
         $2,000,000

         General Aggregate Limit Per Project
         $4,000,000

         Products and Completed Operations Aggregate Limit
         $4,000,000

         Products and Completed Operations Coverage shall be maintained through the 10 year Florida Statue of Repose.

      2. Workers Compensation – As Required by Florida Law

         Employer Liability - $2,000,000 each Employee, each accident, and $2,000,000 each employee / $2,000,000 for disease.

      3. Excess Liability in an amount not less than $100,000,000 per occurrence and aggregate limits dedicated to the Project and Work on a follow form basis.

   b. Certificates of Insurance shall be provided to the Owner prior to commencement of the Work and for the 10 years following completion of the Work.

   c. Contractor 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.

d. All policies, with the exception of Workers' Compensation, shall name the Indemnified Parties as additional insured, be in occurrence form, provide contractual liability covering the liability assumed in the Contract, shall not exclude any activity that would normally be associated with use of the Project site, and shall be primary and non-contributory to any insurance maintained by the City.

e. Contractor shall be responsible for all deductibles.

f. In the event that a Subcontractor is not eligible to participate in the CCIP, Subcontractor's General Liability and Excess Liability policies must not have exclusions related to the Project and Work.
Exhibit E
April 3, 2018

Engineering and Capital Improvements Director
City of St. Petersburg
One 4th Street N.
St. Petersburg, FL 33701

Re: The Pier Approach
Guaranteed Maximum Price

Dear Mr. Praymon,
Skanska USA Building, Inc. is pleased to submit its Guaranteed Maximum Price for the City of St. Petersburg project mentioned above.

Sincerely,
SKANSKA USA BUILDING INC.

Chuck Jablon, Sr. Vice President - Account Manager
# Table of Contents

1. Final Guaranteed Maximum Price (GMP) Summary
2. Basis of Guaranteed Maximum Price (GMP)
3. Document Log
4. Site Logistics Plan
5. Project Schedule
6. Appendix - A
Guaranteed Maximum Price Summary

- Executive Summary
- Cost Summary
Executive Summary
The Guaranteed Maximum Price (GMP) is based upon the documents prepared by W Architecture & Landscape Architecture, LLC and their respective consultants (A/E Team) which are itemized in the Document List of this proposal. Further project scope definition has been developed by Skanska USA Building Inc., and various assumptions that are attached to this proposal.

The GMP is $15,030,610. This GMP Proposal, upon acceptance by the City of St. Petersburg, is intended to serve as the basis for an Amendment to the Construction Manager at Risk Agreement with a Guaranteed Maximum Price, dated March 26, 2018 as amended ("Contract"), adding the balance of the construction phase activities to the current contract.

Guaranteed Maximum Price components
- Total Guaranteed Maximum Price (GMP) $15,030,610

Project Description
The Pier Approach project includes the revitalization and construction of the uplands portion of the pier district between the new St. Pete Pier™ project and Bayshore Drive totaling approximately 16 acres. Specifically, the project includes the removal of the existing dolphin and pelican parking lots as well as 2nd avenue NE as they exist today and replacing them with new parking lots for 543 spaces and a new market promenade area complete with shade structures, hardscape and softscape that replaces the old 2nd Ave. NE. Additionally, new greenspace will be created that includes family and kid’s park areas. The kid’s park will include playground equipment. Greenspace areas will include new swales, ponds and view areas that will be linked with hardscape sidewalks, synthetic wood boardwalks and bridges that are broken up by numerous seating and view areas.

Skanska has developed and enclosed a Project Schedule, which indicates the agreed upon schedule objectives for the project. The overall project schedule reflects a duration of 16 months for the construction phase of the project. The contractual dates are as follows:

- Substantial Completion July 2, 2019
- Final Completion August 30, 2019

The following additional milestone dates are anticipated within the Project Schedule in order to achieve the contractual dates listed above:

- NTP by City May 1st, 2018
- Permit issued May 1st, 2018
Cost Summary
Following is the Cost Summary breakdown.
## COST SUMMARY

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>BASE SCOPE</th>
<th>SEAWALL REPAIR</th>
<th>SANITARY, WATER MAIN, &amp; RECLAIM WATER SCOPE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TARGET ESTIMATE SUMMARY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 01A General Requirements</td>
<td>379,673</td>
<td></td>
<td></td>
<td>379,673</td>
</tr>
<tr>
<td>2 02 Temp Fence</td>
<td></td>
<td></td>
<td></td>
<td>109,993</td>
</tr>
<tr>
<td>3 03 CIP Concrete</td>
<td>549,034</td>
<td></td>
<td></td>
<td>549,034</td>
</tr>
<tr>
<td>4 03A Precast Concrete</td>
<td>120,324</td>
<td></td>
<td></td>
<td>120,324</td>
</tr>
<tr>
<td>5 03B Seawall Repair</td>
<td></td>
<td></td>
<td>898,000</td>
<td>898,000</td>
</tr>
<tr>
<td>6 05A Steel</td>
<td>898,000</td>
<td></td>
<td></td>
<td>898,000</td>
</tr>
<tr>
<td>7 05B Railings</td>
<td>62,912</td>
<td></td>
<td></td>
<td>62,912</td>
</tr>
<tr>
<td>8 06A Rough Carpentry - Boardwalks &amp; Overlooks</td>
<td>268,749</td>
<td></td>
<td></td>
<td>268,749</td>
</tr>
<tr>
<td>9 09G Painting</td>
<td>88,948</td>
<td></td>
<td></td>
<td>88,948</td>
</tr>
<tr>
<td>10 26A Electrical</td>
<td>2,425,242</td>
<td></td>
<td></td>
<td>2,425,242</td>
</tr>
<tr>
<td>11 31A Sitework</td>
<td>4,005,563</td>
<td></td>
<td>355,055</td>
<td>4,360,618</td>
</tr>
<tr>
<td>12 32A Landscape, Irrigation &amp; Hardscape</td>
<td>2,182,585</td>
<td></td>
<td></td>
<td>2,182,585</td>
</tr>
<tr>
<td><strong>DIRECT COST</strong></td>
<td>11,091,022</td>
<td>898,000</td>
<td>355,055</td>
<td>12,344,077</td>
</tr>
<tr>
<td><strong>BUILDING PERMIT</strong></td>
<td></td>
<td></td>
<td>NIC</td>
<td>NIC</td>
</tr>
<tr>
<td><strong>CONSTRUCTION CONTINGENCY</strong></td>
<td>332,731</td>
<td>26,940</td>
<td>10,652</td>
<td>370,322</td>
</tr>
<tr>
<td><strong>SUBCONTRACTOR DEFAULT INSURANCE 1.42%</strong></td>
<td>162,217</td>
<td>13,134</td>
<td>5,193</td>
<td>180,544</td>
</tr>
<tr>
<td><strong>CCIP 2.58%</strong></td>
<td>339,775</td>
<td>28,665</td>
<td>11,610</td>
<td>380,050</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>11,925,745</td>
<td>966,739</td>
<td>382,509</td>
<td>13,274,994</td>
</tr>
<tr>
<td><strong>GENERAL CONDITIONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Conditions &amp; Requirements - Lump Sum</td>
<td>662,614</td>
<td>95,452</td>
<td>47,726</td>
<td>805,792</td>
</tr>
<tr>
<td><strong>CM FEES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Management Fees</td>
<td>440,593</td>
<td>37,177</td>
<td>15,058</td>
<td>492,828</td>
</tr>
<tr>
<td><strong>INSURANCES &amp; BOND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Builders Risk Insurance Allowance</td>
<td>51,660</td>
<td>4,188</td>
<td>1,657</td>
<td>57,505</td>
</tr>
<tr>
<td>Performance &amp; Payment Bond 0.68%</td>
<td>88,948</td>
<td>7,504</td>
<td>3,039</td>
<td>99,492</td>
</tr>
<tr>
<td><strong>SUBTOTALS</strong></td>
<td>13,169,960</td>
<td>1,111,066</td>
<td>449,990</td>
<td>14,730,610</td>
</tr>
<tr>
<td><strong>OWNER’S CONTINGENCY FOR UNFORSEEN CONDITIONS</strong></td>
<td>300,000</td>
<td></td>
<td></td>
<td>300,000</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>13,469,960</td>
<td>1,111,066</td>
<td>449,990</td>
<td>15,030,610</td>
</tr>
<tr>
<td><strong>ENHANCEMENTS including indirect costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL WITH ENHANCEMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td>15,030,610</td>
</tr>
</tbody>
</table>
2 Basis of Guaranteed Maximum Price

- Introduction
- Insurances and Bonds
- Standard Qualifications
- Scope Specific Qualifications
- Allowances
Introduction
This section of the GMP describes modifications, conceptualizations, and exclusions.

No cost or time has been accounted for in the GMP to address the issue of any items identified as “excluded”. For those items that are clarified, qualified and/or based upon an assumption, the GMP reflects only the cost and time of the element as assumed or clarified.

Skanska’s GMP is based upon the following:
1. Document log provided in Section 3.
3. The qualifications mentioned in this proposal.

*Note – Addendum #3 is NOT included.

Insurances and Bonds

Insurances:

1. Builders Risk Insurance is included through Substantial Completion and is based on total cost of the GMP as defined in section One Cost Summary.

2. Skanska shall furnish a Contractor Controlled Insurance Program ("CCIP") providing for the insurance coverages identified below. The cost of the CCIP is included in the Cost of the Work included in the Guaranteed Maximum Price calculation. The CCIP shall only cover on-site exposures and enrolled participants. Owner shall pay Skanska for CCIP premiums calculated as 2.58% of the Guaranteed Maximum Price,
   - On-Site General Liability, including Products & Completed Operations coverage for ten (10) years;
   - On-Site Workers Compensation and Employers Liability, including USL&H and Jones Act coverage;
   - $100M in Excess Liability Limits Contractor Controlled Insurance Program (CCIP) Insurance is included at 2.58%.

Bonds:

1. Payment and Performance Bond is included.

2. In lieu of bonding its Subcontractors, Skanska shall maintain subcontractor default insurance ("SDI") for the protection of the Skanska and the Owner against the default of Subcontractors. The cost of the SDI program will be included in the Cost of the Work included in the Guaranteed Maximum Price calculation. Owner shall pay Skanska for SDI premiums calculated as 1.42% of the Cost of the Work less General Conditions Costs for SDI.
Coordination with other Contractors
This GMP is based on the assumption that the Owner’s contractors and all other parties performing construction work at the project site, not under direct contract with Skanska will:

1. Comply with Skanska’s site specific safety program and maintain an injury free environment.

2. This GMP is based on the expectation that all pre-purchased items to be provided by the Owner will be provided without delay or disruption per Skanska’s schedule attached.

3. This GMP assumes any separate contractors hired by the Owner will not interfere with the operation of Skanska.

4. This GMP relies on and assumes Owner’s other contractors working according to Skanska’s project schedule, and will achieve system and area completion dates according to that schedule.

5. This GMP relies on and assumes Owner’s other contractors will perform work so as to not impact Skanska’s ability to perform its work in accordance with its project logistics plan.

6. This GMP relies on and assumes Owner’s other contractors will provide detailed schedule, logistics, and technical information, when and as requested by Skanska so as to enable Skanska to maintain or accelerate elements of its schedule, maintain its overall schedule and achieve necessary milestone completion dates.

7. This GMP relies on and assumes Owner’s other contractors will provide and maintain insurance as required by the city, naming Skanska USA Building Inc. as an additional insured party.

Standard Qualifications
The following are the Standard Qualifications for The Pier Approach project:

1. Consistent with the New Pier CMAR GMP, we have included Lump Sum GCs & GRs.

2. In preparing the GMP and the project schedule, Skanska relies on the construction documents to be designed, coordinated, code compliant, and accepted by the appropriate agencies and other applicable parties.

3. The cost of changes to the construction documents due to permit comments or conditions issued to Skanska following the delivery and acceptance of the GMP are excluded.

4. The information in Appendix – A (Supplemental Information) take precedence over drawings and all other documents listed in the document log. Appendix - A includes RFI’s and accepted PCEs.

5. Property, business operations and other taxes related to the Project Site and the operation of the project have not been included.

6. All sales tax on material is included.

7. Third party agency testing and inspection services have not been included, unless otherwise noted. Materials Testing for soil densities, concrete, masonry, asphalt testing and testing of steel / welding as per drawings have been included as an allowance.

8. All costs associated with moving and/or relocating of any furniture or equipment from other sites is excluded with the exception of items specifically noted such as donor pavers and dedication bronze plaque adjacent to the museum.
9. All Owner supplied material and equipment, as well as any required submittal and/or design information shall be furnished and installed by the Owner in accordance with the project schedule. As part of its obligation, the Owner shall provide detailed information on all final required final connections if called for on the documents. Owner furnished and installed equipment includes but is not limited to Bike Racks, LOLL Benches, LOLL Sofas, LOLL Tables, LOLL Chairs, LOLL Flat Adironnacks, ping-pong tables, Bike Share Stations, Trash Cans, Picnic Tables and Water Fountains.

10. Commissioning services are not included except for trade labor to support commissioning. Performance/Aesthetic mock ups and prototypes that will not be incorporated into the permanent work are excluded.

11. Required mockups are assumed to be in-place mockups that once approved, will be incorporated in final construction.

12. All extended warranties included in the specifications, including the material/labor warranties, shall be assigned to Owner following the Skanska’s one year repair/replacement obligation under the Contract. Thereafter, Skanska shall only be responsible for assisting reasonably the Owner in enforcing those warranties provided by the manufacturers, suppliers and subcontractors.

13. No archaeological remediation is included.

14. Skanska assumes unfettered access to the Project Site at all times. The GMP does not anticipate any stoppage or interruption of work as a result of operations by others or other site restrictions or interferences. The City will provide written notice of any activities in downtown St. Petersburg that could result in disruptions to site ingress/egress and both parties will work cooperatively to resolve any potential disruptions.

15. All fees including utility company, public agency reviews or approvals and associated fees are not included.

16. Threshold inspection costs are not included.

17. The Owner shall be responsible for obtaining permits as set forth in Contract. Building permit costs are not included.

18. Deleted.

19. The GMP is based on the City’s acceptance and execution of the Amendment and issuance of the Notice to Proceed (NTP) by May 1, 2018. The Substantial Completion is directly linked to this date and shall adjust to a later date equal to the NTP being issued on a later date than noted above.

20. Bio-Swales as indicated on drawings are not included as per detail 10/L2.51. No filter beds, boulders or rip rap are included in any of the swales.

21. Pier Pile cutoffs for Site Security as indicated on the drawings are excluded from the GMP.

22. Pier Pile cutoffs for rip rap as indicated on the drawings is excluded from the GMP. All Rip Rap is excluded from the GMP except that indicated for the Pelican Seawall Repair.

23. All steps noted as pier pile ends are excluded from the GMP.

24. All exposed concrete walls, and foundations are an as cast class A finish.

25. Transformer and Equipment locations on the pier approach drawings adjacent to dumpster location is in conflict with that of the pier drawings. Additional costs are not carried for longer secondary feeders on the pier project if the transformer and equipment are installed per the approach drawings. If transformer location and equipment move to the locations shown on the pier drawings, the utility company costs to the city might be increased with longer feeders and additional conduit.
26. GMP does not include conduit labor or material for utility company feeders as not shown. An add alternate allowance has been provided in the GMP. Utility company design still required.

27. Painting of dumpster enclosure CMU is excluded.


29. Deleted.

30. Deleted.

31. Deleted.

32. Deleted.

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

34. Delegated design is not included.

35. The GMP includes costs that are established for items accepted on the PCE log, but not incorporated into the documents pending development of final details from the Architect. Once these items are shown on the documents final pricing will be verified. Accepted PCEs are not substitutions or alternates, but rather the base design within the GMP. See Appendix – A for PCE log.

36. While the project schedule included in the GMP proposal includes and contemplates scope elements not included in the GMP scope of work, Skanska does not and cannot guarantee the completion of these items as shown in the schedule as we have no control over the timing of these elements that have not been enacted at this time. We have incorporated into the schedule to help track, drive and evaluate the preconstruction activities by others and the ability for these potential added elements being added and completed by the Final Completion date set forth herein. These include but are not limited to the central basin north retaining wall work, the north basin south retaining wall work, the playground equipment, the Duke Energy solar canopy in the pelican parking lot, the Doc Ford’s restaurant, the Round-a-Bout at 2nd avenue and Bayshore drive.

The pelican parking lot seawall repair work as shown in the schedule relies on the City providing all permits by 8/1/18. Any delays in this work will impact the pelican parking lot, the overlook, the Doc Fords Restaurant, etc.

37. We exclude all unforeseen conditions related to underground obstructions from previous seawalls, buildings, buried debris and buried organics that might have been left in place as the land was developed and changed over time. These will be considered changes to the work and any direction / coordination regarding same will be covered out of the owner’s contingency or change order.

38. We exclude the capping and removal of any existing wells that might be encountered. These will be considered as an unforeseen condition as none are indicated and will have to be covered out of the owner’s contingency or change order.

39. The GMP excludes any modifications required due to coordination with existing deadmen and tiebacks as part of the North and Central Basins.

40. Deleted.

41. All work associated with environmental mitigation is excluded.

42. Upgrading of existing utilities/storm drainage systems shown to remain is not included in this GMP. It is assumed that the existing infrastructure has been coordinated and can handle proposed flows of new piping.
43. We have not included any special treatments and filtrations processes / chemicals etc. for surface or groundwater beyond that indicated on the SWPPP plans. We do not include flocking or other treatments.

44. Deleted.

45. Deleted.

46. The GMP proposal does not include any costs, (direct, indirect or otherwise), for enhancements that have been discussed but not yet implemented. The enhancements being considered include but are not limited to Doc Ford’s Restaurant, the north and central basin seawall repairs, etc.
Scope Specific Qualifications

3 Cast In Place Concrete:
1. All cast in place retaining walls and foundations to be 4,000psi with As-Cast Class A finish.
2. No special colors included.
3. Special formwork not included for Market Stall foundations as described in specifications.

03A Precast:
1. All precast materials exclude color and specialty finishes.

03B Seawall Repair:
1. Does not contain any costs or contingencies for repairs or replacement of the existing tie rods and/or deadmen.

05A Structural Steel:
1. Sunshade framing is being hot-dip galvanized after fabrication. After the galvanizing process, all steel shall be SSPC-SP7 “brush off black” cleaned and primed with one coat (5.0 to 10.0 mils DFT) of Sherwin Williams Macropoxy 646 Fast Cure (B58-600 series). After priming, all steel shall be painted with one coat (2.0 to 4.0 mils DFT) of Sherwin Williams Acrolon 100 (B65-700 series). Final finish coat in field by painter.
2. A warranty for paint finish over galvanized steel is not included.
3. Filler plates shown in C/S-1.02 can be spaced at 48” o.c., these plates were not estimated as continuous.
4. Based on both sunshade canopies being identical.

05B Railings:
1. Aluminum railings/handrails will match those being installed per the Pier project.
2. For railings, as per the contract documents, we have included railings as per the Pier project. Skanska has included in the GMP Appendix – A the Pier rail specification and copy of the Pier documents that show the railing detail. We are relying on these documents, as referenced by the approach architect, to be a code compliant for the approach application.
3. Includes double stanchion posts at Overlook only.
4. Railing to be fabricated with 1.5” round top cap, 4” square tube scuppers, ¼” bar removable plate, ¼” bar reflector plate, ½” bar slotted plate, ½” bar posts, 6” x 10” base plates, 6” x 6” base plates, ¼” aluminum wire mesh with 3-3/4” square holes, and ½” perimeter channel.
5. Includes 5052, 6063, and 6061 aluminum alloys.
6. Includes Kynar finish in standard color.
7. Handrails railings to be fabricated with 1.5” aluminum tube handrail and posts.

6 Boardwalks and Overlooks:
1. An allowance has been included at the area to the right of the CaliBamboo stairs, plans/details not provided.
9 Paint And Coating:
1. Prime and intermediate top coat included in steel package.
2. Final top coat included in this painting and coating package.
3. Anti Graffiti will only be included at the additive alternate market stall precast if the alternate is accepted.

26 Electrical:
1. Includes conduit and feeder to service No. 4 from transformer location as shown on E2.20.

31A Sitework:
1. Storm structures 309 and 310 were estimated as type ‘H’ structures, type ‘D’ will not work.
2. Penetrations of the pelican seawall outfall pipes (triple 24” storm) are to be relocated roughly 100’ southeast of the currently indicated location, as approved in the GMP RFI’s (included in Appendix).
3. Water meters/ BFP assemblies are provided by others.
4. Recycling most of the on-site pavement material to be utilized as fill including the asphalt millings.
5. 12” and 8” Stabilization; where called for, will be done by installing 6” and 4” layer of the crushed concrete base material respectively instead of mixing in place.
6. Grass stripping’s will be utilized in green areas.
7. Directional boring is excluded for water connection across Bayshore drive. Cutting and patching of roadway included.
8. Penetrations of the Pelican seawall outfall pipes (triple 24” storm) are to be relocated roughly 100’ southeast of the currently indicated location.

32B Landscape, Hardscape, and Irrigation:
1. Includes backfill of trees as native/ site soils and amended with Agriform tablets. All other plant material backfill with the specified soil mix and amended with Agriform tables.
2. Includes percolation test at 1 test per 10,000 sf of planting bed (10 total).
4. Includes Sabal palmetto quantity/ size as 21-14’ CT, 21-16’ CT, 20-18’ CT, 20-20’ CT, 20-22’ CT.
5. Includes Taxodium distichum, FG as 2”C, 10-12’ HT, size not specified.
6. Includes 25 TH2, plant schedule has 18, bid includes 25.
7. Assumes designers have coordinated the irrigation controller at the Pier project that the Pier Approach irrigation system ties in to, and will accommodate the Pier Approach project.
8. Point of connection as per sheet I-2.03 existing 4” ML from adjacent Pier project.
9. Mainline as follows, not specified on plans: 2” C200 BE Reclaimed PVC, 2.5” C200 BE Reclaimed PVC, 3” C200 GJ Reclaimed PVC w/ Harco DI Fittings.
10. Includes ICZ15140 large drop kid in lieu of ICZ151XL drip kit.
11. All concrete is 4,000 psi, standard grey, broom finish. Excludes fiber reinforcement.
12. 6” and 8” sidewalks include welded wire fabric and it is 6/6 1.4 WW mesh, mesh not coated. 4” sidewalks do not include any reinforcing.
13. Detectable warning surfaces are truncated dome pavers.
14. Excludes reinforcing steel in flatwork, exception 3 runs #4 rebar running the perimeter of all precast tree ring locations and 2’ of #4 rebar at 18” OC, running perpendicular to the perimeter of all precast tree ring locations.
15. Metal edging included only at shell or sand abut landscaping.
16. Site furnishings are furnished and installed by Owner.
17. Turf Maintenance and Mowing is excluded and is assumed to by the City of St. Petersburg.
ALLOWANCES

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

1. Material testing allowance: $ 75,000
2. Dewatering allowance: $ 50,000
3. Builders Risk Allowance: $ 57,505
4. Permit Comments & Architect Addendum # 3 Allowance: $ 71,617
3 Document Log

The Document Log that follows represents the information that forms the Basis of the GMP and associated clarifications defined herein.
DRAWINGS & SKETCHES, SPECIFICATIONS, ADDENDA and OTHER DOCUMENTS

The Contract Documents include the following documents, attached as separate sheets.

<table>
<thead>
<tr>
<th>Specifications</th>
<th>Section</th>
<th>Description</th>
<th>Issued Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 23 00</td>
<td>ALTERNATES</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 25 00</td>
<td>SUBSTITUTION PROCEDURES</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 31 00</td>
<td>PROJECT MANAGEMENT AND CORDINATION</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 33 00</td>
<td>SUBMITTAL PROCEDURES</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 40 00</td>
<td>QUALITY REQUIREMENTS</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 50 00</td>
<td>TEMPORARY FACILITIES AND CONTROLS</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 56 39</td>
<td>TREE AND PLANT PROTECTION</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 60 00</td>
<td>PRODUCT REQUIREMENTS</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 73 00</td>
<td>EXECUTION</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 74 19</td>
<td>CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 77 00</td>
<td>CLOSEOUT PROCEDURES</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 78 23</td>
<td>OPERATION AND MAINTENANCE DATA</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 78 39</td>
<td>PROJECT RECORD DOCUMENTS</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>01 79 00</td>
<td>DEMONSTRATION AND TRAINING</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>02 41 19</td>
<td>SELECTIVE DEMOLITION</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>03 30 00</td>
<td>CAST-IN-PLACE CONCRETE AWARDED SPO</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>03 33 00.01</td>
<td>MARKET CONCRETE FOOTING</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>03 45 00</td>
<td>PRECAST ARCHITECTURAL CONCRETE</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>03 45 00.01</td>
<td>MARKET PRECAST ARCHITECTURAL CONCRETE</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>04 21 00</td>
<td>CONCRETE UNIT MASONRY</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>05 05 13</td>
<td>FACTORY-APPLIED METAL COATINGS</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>05 12 00</td>
<td>STRUCTURAL STEEL</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>05 50 00</td>
<td>METAL FABRICATIONS</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>05 52 13</td>
<td>PIPE AND TUBE RAILINGS</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>06 10.00</td>
<td>ROUGH CARPENTRY</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>06 15.00</td>
<td>EXTERIOT WOOD DECKING</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>09 96 00</td>
<td>HIGH PERFORMANCE PAINTING AND COATING</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>09 96 23</td>
<td>GRAFFITI RESISTANT COATINGS</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>10 80 00</td>
<td>SPECIALITIES</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>26 01 00</td>
<td>BASIC ELECTRICAL REQUIREMENTS</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>26 05 00</td>
<td>COMMON WORK RESULTS FOR ELECTRICAL</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>26 05 19</td>
<td>CONDUCTORS AND CABLES</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>26 05 26</td>
<td>GROUNDING AND BONDING</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>26 05 29</td>
<td>HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>26 05 33</td>
<td>RACEWAYS AND BOXES</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>26 05 53</td>
<td>ELECTRICAL IDENTIFICATION</td>
<td>11/01/2017</td>
<td></td>
</tr>
<tr>
<td>26 22 00</td>
<td>LOW-VOLTAGE TRANSFORMERS</td>
<td>11/01/2017</td>
<td></td>
</tr>
</tbody>
</table>
## Drawings:

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Drawing Title</th>
<th>Revision No.</th>
<th>Date</th>
<th>Set Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-0.10</td>
<td>DRAWING INDEX</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>C-1.00</td>
<td>COVER</td>
<td>1</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-1.05</td>
<td>GFY SURVEY – PIER APPROACH</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>C-1.06</td>
<td>GFY SURVEY – THE PIER</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>C-1.07</td>
<td>GFY SURVEY – SPA BEACH</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>C-1.08</td>
<td>GFY SURVEY – THE LENS</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>C-2.00</td>
<td>SWPPP PHASE I</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>C-2.01</td>
<td>SWPPP PHASE II</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>C-2.02</td>
<td>SWPPP DETAILS</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>C-2.10</td>
<td>PAVEMENT PLAN</td>
<td>0</td>
<td>11/01/2017</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>C-3.00</td>
<td>MASTER KEY SITE PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>C-3.01</td>
<td>DEMOLITION PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>C-3.02</td>
<td>DEMOLITION PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>C-3.03</td>
<td>DEMOLITION PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>C-3.04</td>
<td>DEMOLITION PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>C-3.05</td>
<td>DEMOLITION PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>C-4.00</td>
<td>MASTER KEY GRADING PLAN</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>C-4.01</td>
<td>SITE PLAN</td>
<td>1</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-4.02</td>
<td>SITE PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-4.03</td>
<td>SITE PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-4.04</td>
<td>SITE PLAN</td>
<td>1</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-4.05</td>
<td>SITE PLAN</td>
<td>1</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-4.06</td>
<td>INTERSECTION PLAN</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>C-5.00</td>
<td>MASTER KEY GRADING PLAN</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>C-5.01</td>
<td>GRADING PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-5.02</td>
<td>GRADING PLAN</td>
<td>1</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Pages</td>
<td>Date</td>
<td>File Name</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------</td>
<td>-------</td>
<td>---------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>C-5.03</td>
<td>GRADING PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-5.04</td>
<td>GRADING PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-5.05</td>
<td>GRADING PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-5.06</td>
<td>GRADING PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-5.10</td>
<td>STORM DRAINAGE SCHEDULE</td>
<td>1</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-5.11</td>
<td>STORM DRAINAGE DETAILS</td>
<td>1</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-5.12</td>
<td>CITY OF ST. PETE DRAINAGE DETAILS</td>
<td>1</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-5.13</td>
<td>CITY OF ST. PETE DRAINAGE DETAILS 2</td>
<td>1</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-6.00</td>
<td>MASTER KEY UTILITY PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>C-6.01</td>
<td>UTILITY PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-6.02</td>
<td>UTILITY PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-6.03</td>
<td>UTILITY PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-6.04</td>
<td>UTILITY PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-6.05</td>
<td>UTILITY PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>C-7.00</td>
<td>CITY OF ST PETERSBURG DETAILS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>C-7.01</td>
<td>CITY OF ST PETERSBURG DETAILS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-0.01</td>
<td>SITE LANDSCAPE NOTES</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-1.00</td>
<td>KEY PLAN - LAYOUT &amp; MATERIAL PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-1.10</td>
<td>KEY PLAN - LAYOUT &amp; MATERIAL PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>L-1.20</td>
<td>KEY PLAN - LAYOUT &amp; MATERIAL PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>L-1.30</td>
<td>KEY PLAN - LAYOUT &amp; MATERIAL PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>L-1.40</td>
<td>KEY PLAN - LAYOUT &amp; MATERIAL PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>L-1.50</td>
<td>KEY PLAN - LAYOUT &amp; MATERIAL PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>L-2.00</td>
<td>LANDSCAPE INDEX PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.01</td>
<td>LANDSCAPE PLAN-TREE LAYOUT</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.01.1</td>
<td>LANDSCAPE PLAN – UNDERSTORY</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.02</td>
<td>LANDSCAPE PLAN- TREE LAYOUT</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.02.1</td>
<td>LANDSCAPE PLAN-UNDERSTORY</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.03</td>
<td>LANDSCAPE PLAN –TREE LAYOUT</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.03.1</td>
<td>LANDSCAPE PLAN – UNDERSTORY</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.04</td>
<td>LANDSCAPE PLAN- TREE LAYOUT</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.04.1</td>
<td>LANDSCAPE PLAN – UNDERSTORY</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>Document ID</td>
<td>Description</td>
<td>Copies</td>
<td>Date</td>
<td>Addendum</td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------------------------------</td>
<td>--------</td>
<td>------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>L-2.05.0</td>
<td>LANDSCAPE PLAN - TREE LAYOUT</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.05.1</td>
<td>LANDSCAPE PLAN - UNDERSTORY</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.06</td>
<td>LANDSCAPE SCHEDULE</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.50</td>
<td>LANDSCAPE NOTES</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-2.51</td>
<td>LANDSCAPE DETAILS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-3.00</td>
<td>KEY PLAN - CONCRETE LAYOUT PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-3.10</td>
<td>CONCRETE LAYOUT PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-3.20</td>
<td>CONCRETE LAYOUT PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-3.30</td>
<td>CONCRETE LAYOUT PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-3.40</td>
<td>CONCRETE LAYOUT PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-3.50</td>
<td>CONCRETE LAYOUT PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-4.00</td>
<td>SITE SECTIONS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-5.20</td>
<td>KEY PLAN - FURNITURE PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-5.21</td>
<td>FURNITURE PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-5.22</td>
<td>FURNITURE PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-5.23</td>
<td>FURNITURE PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-5.24</td>
<td>FURNITURE PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-5.25</td>
<td>FURNITURE PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.00</td>
<td>ENLARGEMENT PLAN - THE LINK - NORTH</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.10</td>
<td>ENLARGEMENT PLAN - THE LINK - SOUTH</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.20</td>
<td>ENLARGEMENT PLAN - GARDEN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.21</td>
<td>PLAYGROUND</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.30</td>
<td>ENLARGEMENT PLAN - VIEW EDGE &amp; TREE RING PRECAST</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.31</td>
<td>ELEVATIONS - VIEW EDGE &amp; TREE RING PRECAST</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.40</td>
<td>ENLARGEMENT PLAN - OVERLOOK</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.50</td>
<td>OVERLOOK - SECTIONS + ELEVATIONS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.60</td>
<td>SUNDECK + BRIDGE ENLARGEMENT PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.61</td>
<td>BRIDGE ENLARGEMENT PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.62</td>
<td>WETPOND BRIDGE ENLARGEMENT PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-6.70</td>
<td>ENCLOSURE</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-7.00</td>
<td>TYPICAL SITE PAVEMENT DETAILS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-7.10</td>
<td>TYPICAL CAST IN PLACE STAIR DETAILS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-7.11</td>
<td>TYPICAL CAST IN PLACE STAIR DETAILS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-7.12</td>
<td>TYPICAL PRECAST DETAILS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-7.20</td>
<td>TYPICAL OVERLOOK DETAILS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-7.21</td>
<td>TYPICAL SUN DECK + REMOVABLE TREE PIT DETAILS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-7.30</td>
<td>TYPICAL FURNITURE DETAILS</td>
<td>0</td>
<td>11/01/2017</td>
<td>100% CD</td>
</tr>
<tr>
<td>I-2.00</td>
<td>IRRIGATION INDEX PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>Document Code</td>
<td>Title</td>
<td>Sheet</td>
<td>Date</td>
<td>Addendum</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------------------------------------</td>
<td>-------</td>
<td>------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>I-2.01</td>
<td>IRRIGATION PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>I-2.02</td>
<td>IRRIGATION PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>I-2.03</td>
<td>IRRIGATION PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>I-2.04</td>
<td>IRRIGATION PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>I-2.05</td>
<td>IRRIGATION PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>I-2.50</td>
<td>IRRIGATION NOTES</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>A-0.1</td>
<td>DRAWING LEGEND, BUILDING</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>A-1.10</td>
<td>MARKET PROMENADE SITE PLAN</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>A-2.10</td>
<td>SHADESTRUCTURE PLANS</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>A-2.20</td>
<td>MARKET STALLS &amp; BENCHES</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>A-3.0</td>
<td>SHADE STRUCTURE ELEVATIONS</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>A-3.1</td>
<td>SHADE STRUCTURE SECTIONS</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>A-3.10</td>
<td>MARKET SHADE STRUCTURE SOLAR STUDY</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>A-3.20</td>
<td>MARKET STALL PRESPECTIVES</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>A-4.1</td>
<td>COLUMN SET OUT</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>A-4.2</td>
<td>PV RAIL SET OUT</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>A-4.3</td>
<td>PV PANELSET OUT</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>S-0.01</td>
<td>ABBREVIATIONS AND DRAWING LIST</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>S-0.02</td>
<td>GENERAL NOTES</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>S-1.01</td>
<td>FOUNDATION PERSPECTIVE AND FOUNDATION PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>S-1.02</td>
<td>CANOPY ROOF PLAN</td>
<td>2</td>
<td>02/23/2018</td>
<td>Bidding Addendum 2</td>
</tr>
<tr>
<td>S-2.00</td>
<td>ELEVATIONS</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>L-5.00</td>
<td>SITE LIGHTING PLAN</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-5.01</td>
<td>LIGHTING CALCULATION PLAN</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>L-5.02</td>
<td>L POLE SCHEDULE</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-5.03</td>
<td>L LUMINAIRE SCHEDULE</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>L-5.10</td>
<td>L LIGHTING DETAILS</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>L-5.11</td>
<td>L-LIGHTING DETAILS</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>L-5.12</td>
<td>L CATENARY LIGHTING DETAILS</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>E-0.00</td>
<td>ELECTRICAL LEGEND</td>
<td>0</td>
<td>01/05/2018</td>
<td></td>
</tr>
<tr>
<td>E-1.00</td>
<td>OVERALL SITE PLAN-ELECTRICAL</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>E-1.10</td>
<td>ENLARGED SITE PLAN-ELECTRICAL DEMOLITION</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>E-1.20</td>
<td>ENLARGED SITE PLAN-ELECTRICAL DEMOLITION</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>E-1.30</td>
<td>ENLARGED SITE PLAN-ELECTRICAL DEMOLITION</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
<tr>
<td>E-1.40</td>
<td>ENLARGED SITE PLAN-ELECTRICAL DEMOLITION</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>E-1.50</td>
<td>DEMOLITION</td>
<td>0</td>
<td>11/01/2017</td>
<td>100%CD</td>
</tr>
<tr>
<td>E-2.10</td>
<td>ENLARGED SITE PLAN-ELECTRICAL</td>
<td>1</td>
<td>01/05/2018</td>
<td>VE PRICING ADDENDUM</td>
</tr>
</tbody>
</table>
SECTION 3 – DOCUMENT LOG

RENOVATION
ENLARGED SITE PLAN-ELECTRICAL
E-2.20 01/05/2018 VE PRICING ADDENDUM
RENOVATION
ENLARGED SITE PLAN-ELECTRICAL
E-2.30 01/05/2018 VE PRICING ADDENDUM
RENOVATION
ENLARGED SITE PLAN-ELECTRICAL
E-2.40 01/05/2018 VE PRICING ADDENDUM
RENOVATION
ENLARGED SITE PLAN-ELECTRICAL
E-2.50 01/05/2018 VE PRICING ADDENDUM
POWER RISER DIAGRAM & PANEL
E-3.01 11/01/2017 100%CD
SCHEDULES
POWER RISER DIAGRAM & PANEL
E-3.02 11/01/2017 100%CD
SCHEDULES
POWER RISER DIAGRAM & PANEL
E-3.03 11/01/2017 100%CD
SCHEDULES
POWER RISER DIAGRAM & PANEL
E-3.04 11/01/2017 100%CD
SCHEDULES
POWER RISER DIAGRAM & PANEL
E-3.05 11/01/2017 100%CD
MARKET STRUCTURE PV ARRAY
E-4.00 11/01/2017 100%CD

ASD/SKY 2nd Avenue Connection Site Plan (for Storm Water work only)

C-4 SITE PLAN 11/17/2017 2ND AVENUE CONNECTION
C-10 DRAINAGE PLAN 11/03/2017 2ND AVENUE CONNECTION

Proposed Utility Color Map

EX-2 Proposed Utility Color Map 02/23/2018 Bidding Addendum 2

2ND Avenue NE Seawall Inspection and Repair Preliminary Plans

17097-01 COVER SHEET & INDEX 01/05/2018 2ND Avenue NE Seawall
17097-02 GENERAL NOTES 01/05/2018 2ND Avenue NE Seawall
17097-03 PLAN & SECTIONS 01/05/2018 2ND Avenue NE Seawall
17097-04 WALL DETAILS(1) 01/05/2018 2ND Avenue NE Seawall
17097-05 WALL DETAILS (2) 01/05/2018 2ND Avenue NE Seawall
17097-06 GROUT INJECTION DETAILS 01/05/2018 2ND Avenue NE Seawall
17097-07 CATHODIC PROTECTION DETAILS(1) 01/05/2018 2ND Avenue NE Seawall
17097-08 CATHODIC PROTECTION DETAILS(2) 01/05/2018 2ND Avenue NE Seawall
17097-09 CATHODIC PROTECTION DETAILS(3) 01/05/2018 2ND Avenue NE Seawall
4 Site Logistics Plan
Temp 6' fence with cored posts throughout, top & bottom rails.

Construction entrance gate double swing 12' each leaf with wheels, anchored & concrete filled posts, top & bottom rails

5' off Curb / SW path for Boat Slip Access.

Site Signage

Museum Entrance

Dumpster for Museum

Construction Entrance

Wind/ Dust Screen Fence Along Docks

Construction Road

SHEET: C-3.01 SHEET: C-3.02 SHEET: C-3.03
5 Project Schedule
### The New St. Petersburg Pier_CURRENT

#### Milestones

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS22</td>
<td>Skanska 100% GMP Issue</td>
<td>360</td>
<td>338</td>
<td>26-Mar-18</td>
<td>02-Sep-19</td>
</tr>
<tr>
<td>MS26</td>
<td>Marina Drive Closed To Marina Parking</td>
<td>0</td>
<td>0</td>
<td>02-Sep-19</td>
<td>02-Sep-19</td>
</tr>
<tr>
<td>MS33</td>
<td>Notice To Proceed - Pier Approach</td>
<td>0</td>
<td>0</td>
<td>01-May-16</td>
<td>01-May-16</td>
</tr>
<tr>
<td>MS34</td>
<td>Start Pier Approach Construction</td>
<td>0</td>
<td>0</td>
<td>09-May-18</td>
<td>09-May-18</td>
</tr>
<tr>
<td>MS35</td>
<td>Substantial Completion - Pier Approach</td>
<td>0</td>
<td>0</td>
<td>02-Jul-19</td>
<td>02-Jul-19</td>
</tr>
<tr>
<td>MS37</td>
<td>Final Completion - Pier Approach</td>
<td>0</td>
<td>0</td>
<td>02-Sep-19</td>
<td>02-Sep-19</td>
</tr>
</tbody>
</table>

#### Design

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>D620</td>
<td>100% DDA</td>
<td>0</td>
<td>0</td>
<td>31-Mar-17A</td>
<td>05-Jan-18</td>
</tr>
<tr>
<td>D631</td>
<td>Review &amp; Comments Incorporated</td>
<td>34</td>
<td>0</td>
<td>08-Apr-17A</td>
<td>18-May-17A</td>
</tr>
<tr>
<td>D632</td>
<td>100% DDS - Comments Incorporated</td>
<td>1</td>
<td>0</td>
<td>19-Jun-17A</td>
<td>29-Jun-17A</td>
</tr>
<tr>
<td>D634</td>
<td>50% GDS</td>
<td>40</td>
<td>0</td>
<td>21-Jun-17A</td>
<td>05-Sep-17A</td>
</tr>
<tr>
<td>D635</td>
<td>100% GDS</td>
<td>40</td>
<td>0</td>
<td>06-Sep-17A</td>
<td>01-Nov-17A</td>
</tr>
<tr>
<td>D636</td>
<td>50% GDS Owner Review</td>
<td>5</td>
<td>0</td>
<td>06-Sep-17A</td>
<td>15-Sep-17A</td>
</tr>
<tr>
<td>D637</td>
<td>Polkman Seawall Design Completion</td>
<td>10</td>
<td>6</td>
<td>25-Dec-17A</td>
<td>05-Jan-18</td>
</tr>
</tbody>
</table>

#### Pre-Construction

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>D26</td>
<td>Skanska Review / GMP Preparation</td>
<td>40</td>
<td>0</td>
<td>02-Nov-17A</td>
<td>01-May-16</td>
</tr>
<tr>
<td>D29</td>
<td>City GMP Review</td>
<td>13</td>
<td>4</td>
<td>27-Mar-18A</td>
<td>18-Apr-18</td>
</tr>
<tr>
<td>D30</td>
<td>City Council Review (Meeting)</td>
<td>1</td>
<td>1</td>
<td>19-Apr-18</td>
<td>19-Apr-18</td>
</tr>
<tr>
<td>D31</td>
<td>City Issue Amendment For GMP</td>
<td>5</td>
<td>5</td>
<td>20-Apr-18</td>
<td>20-Apr-18</td>
</tr>
<tr>
<td>D32</td>
<td>City Issue NTP</td>
<td>3</td>
<td>3</td>
<td>27-Apr-18</td>
<td>01-May-16</td>
</tr>
</tbody>
</table>

#### Procurement

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRO1000</td>
<td>Pier Approach Buoyt / Procurement</td>
<td>40</td>
<td>0</td>
<td>02-May-18</td>
<td>27-Jun-18</td>
</tr>
</tbody>
</table>

#### Permitting

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER110</td>
<td>Site &amp; Engineering Permit</td>
<td>112</td>
<td>103</td>
<td>08-Jan-18</td>
<td>23-Aug-18</td>
</tr>
<tr>
<td>D28</td>
<td>Pelkman Seawall Permitting</td>
<td>112</td>
<td>103</td>
<td>08-Jan-18</td>
<td>23-Aug-18</td>
</tr>
</tbody>
</table>

#### Construction

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>SK1936</td>
<td>Install Turbidity Barrier</td>
<td>8</td>
<td>8</td>
<td>24-Aug-18</td>
<td>03-Jan-19</td>
</tr>
<tr>
<td>SK1926</td>
<td>Demo Existing Concrete Cap</td>
<td>15</td>
<td>15</td>
<td>02-Aug-18</td>
<td>18-Sep-18</td>
</tr>
<tr>
<td>SK1927</td>
<td>Grade Sea Bed</td>
<td>15</td>
<td>15</td>
<td>11-Sep-18</td>
<td>01-Oct-18</td>
</tr>
<tr>
<td>SK1931</td>
<td>D/H &amp; Top Existing Seawall Barrier For Cathodic Protection (20 Locations)</td>
<td>15</td>
<td>15</td>
<td>11-Sep-18</td>
<td>01-Oct-18</td>
</tr>
<tr>
<td>SK1938</td>
<td>Relocate &amp; Stage Cut-off Pipes</td>
<td>20</td>
<td>20</td>
<td>11-Sep-18</td>
<td>09-Oct-18</td>
</tr>
<tr>
<td>SK1925</td>
<td>Rough-Anchor 1/4 Bury For Cathodic Protection (20 Locations)</td>
<td>5</td>
<td>5</td>
<td>15-Sep-18</td>
<td>03-Oct-18</td>
</tr>
<tr>
<td>SK1923</td>
<td>F/R Put New Seawall Concrete Cap</td>
<td>20</td>
<td>20</td>
<td>07-Nov-18</td>
<td>06-Dec-18</td>
</tr>
<tr>
<td>SK1933</td>
<td>Install &amp; Trim Cathodic Protection Anodes (20 Locations)</td>
<td>5</td>
<td>5</td>
<td>14-Nov-18</td>
<td>20-Nov-18</td>
</tr>
<tr>
<td>SK1936</td>
<td>Strip Cap Formwork</td>
<td>5</td>
<td>5</td>
<td>05-Dec-18</td>
<td>11-Dec-18</td>
</tr>
</tbody>
</table>

---

**Legend:**
- **Blue** - Actual Work
- **Red** - Critical Remaining Work
- **Green** - Remaining Work
- **Gold** - Milestone

**Data Date:** 30-Mar-18  **Date Printed:** 02-Apr-18
<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>SK1337</td>
<td>Backfill &amp; Grading Along Seawall Cap</td>
<td>2</td>
<td>10</td>
<td>12-Dec-18</td>
<td>13-Dec-18</td>
</tr>
<tr>
<td>SK1334</td>
<td>Layout For Great Injion Location</td>
<td>1</td>
<td>3</td>
<td>14-Dec-18</td>
<td>16-Dec-18</td>
</tr>
<tr>
<td>SK1335</td>
<td>Inspect Grout to #1 From Grade</td>
<td>10</td>
<td>10</td>
<td>17-Dec-18</td>
<td>21-Dec-18</td>
</tr>
<tr>
<td>SK1339</td>
<td>Remove Turbidity Barrier / Seawall Completion</td>
<td>2</td>
<td>2</td>
<td>02-Jan-19</td>
<td>03-Jan-19</td>
</tr>
<tr>
<td>SK1357</td>
<td>Temporary Fencing - Daphne Let</td>
<td>3</td>
<td>3</td>
<td>09-May-19</td>
<td>11-May-19</td>
</tr>
<tr>
<td>SK1358</td>
<td>Tree Protection - Daphne Let</td>
<td>5</td>
<td>5</td>
<td>09-May-19</td>
<td>15-May-19</td>
</tr>
<tr>
<td>SK1359</td>
<td>Setup Erosion Control - Daphne Let</td>
<td>3</td>
<td>3</td>
<td>14-May-19</td>
<td>16-May-19</td>
</tr>
<tr>
<td>SK1361</td>
<td>Site Clearing - Daphne Let</td>
<td>3</td>
<td>3</td>
<td>16-May-19</td>
<td>21-May-19</td>
</tr>
<tr>
<td>SK1362</td>
<td>Demo Underground Utilities - Daphne Let</td>
<td>10</td>
<td>10</td>
<td>22-May-19</td>
<td>06-Jun-19</td>
</tr>
<tr>
<td>SK1364</td>
<td>Install New US Utilities - Daphne Let</td>
<td>15</td>
<td>15</td>
<td>30-May-19</td>
<td>05-Jun-19</td>
</tr>
<tr>
<td>SK1363</td>
<td>Cutting &amp; Grading Including Dry Pond At Northwest Corner - Daphne Let</td>
<td>5</td>
<td>5</td>
<td>05-May-19</td>
<td>09-Jun-19</td>
</tr>
<tr>
<td>SK1365</td>
<td>Grade Site On Tenth - Daphne Let</td>
<td>4</td>
<td>4</td>
<td>07-Jun-19</td>
<td>25-Jun-19</td>
</tr>
<tr>
<td>SK1374</td>
<td>F/RP G-G - Daphne Let</td>
<td>10</td>
<td>10</td>
<td>26-Jun-19</td>
<td>15-Jul-19</td>
</tr>
<tr>
<td>SK1373</td>
<td>Install/R&amp;P Light Pole Bases - Daphne Let</td>
<td>3</td>
<td>3</td>
<td>11-Jul-19</td>
<td>13-Jul-19</td>
</tr>
<tr>
<td>SK1372</td>
<td>Install Steel Base For Parking Lot - Daphne Let</td>
<td>5</td>
<td>5</td>
<td>16-Jul-19</td>
<td>20-Jul-19</td>
</tr>
<tr>
<td>SK1377</td>
<td>Install 1st Lift Of Asphalt - Daphne Let</td>
<td>5</td>
<td>5</td>
<td>23-Jul-19</td>
<td>27-Jul-19</td>
</tr>
<tr>
<td>SK1378</td>
<td>Install Irrigation @ Intersect &amp; SiltScape Areas - Daphne Let</td>
<td>10</td>
<td>10</td>
<td>30-Jul-19</td>
<td>10-Aug-19</td>
</tr>
<tr>
<td>SK1742</td>
<td>Electrical Poles &amp; Trim Out - Daphne Let</td>
<td>5</td>
<td>5</td>
<td>30-Jul-19</td>
<td>03-Aug-19</td>
</tr>
<tr>
<td>SK1729</td>
<td>Install Trees - Daphne Let</td>
<td>3</td>
<td>3</td>
<td>13-Aug-19</td>
<td>15-Aug-19</td>
</tr>
<tr>
<td>SK1725</td>
<td>Install CIP Stands - Rail @ North-East Corner Of Lift - Daphne Let</td>
<td>5</td>
<td>5</td>
<td>16-Aug-19</td>
<td>22-Aug-19</td>
</tr>
<tr>
<td>SK1731</td>
<td>F/RP 8” Concrete SOD South Farm Pathway - Daphne Let</td>
<td>7</td>
<td>7</td>
<td>16-Aug-19</td>
<td>24-Aug-19</td>
</tr>
<tr>
<td>SK1730</td>
<td>Install Lawn/Shrub &amp; Crushed Shingle - Daphne Let</td>
<td>10</td>
<td>10</td>
<td>23-Aug-19</td>
<td>09-Sep-19</td>
</tr>
<tr>
<td>SK1732</td>
<td>Install Final Coat Of Asphalt - Daphne Let</td>
<td>5</td>
<td>5</td>
<td>07-Sep-19</td>
<td>10-Sep-19</td>
</tr>
<tr>
<td>SK1733</td>
<td>Stripe Parking Lot - Daphne Let</td>
<td>3</td>
<td>3</td>
<td>14-Sep-19</td>
<td>16-Sep-19</td>
</tr>
<tr>
<td>SK1735</td>
<td>Install Regulatory Signage - Daphne Let</td>
<td>1</td>
<td>1</td>
<td>19-Sep-19</td>
<td>19-Sep-19</td>
</tr>
</tbody>
</table>

**Market Paving**

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>SK1719</td>
<td>Temporary Fencing - Market Paving</td>
<td>2</td>
<td>2</td>
<td>14-May-19</td>
<td>15-May-19</td>
</tr>
<tr>
<td>SK1715</td>
<td>Tree Planting - Market Paving</td>
<td>5</td>
<td>5</td>
<td>16-May-19</td>
<td>16-May-19</td>
</tr>
<tr>
<td>SK1716</td>
<td>Setup Erosion Control - Market Paving</td>
<td>3</td>
<td>3</td>
<td>21-May-19</td>
<td>21-May-19</td>
</tr>
<tr>
<td>SK1777</td>
<td>Hardscape &amp; Above Ground Demolition - Market Paving</td>
<td>10</td>
<td>10</td>
<td>21-May-19</td>
<td>04-Jun-19</td>
</tr>
<tr>
<td>SK1718</td>
<td>Site Clearing - Market Paving</td>
<td>3</td>
<td>3</td>
<td>26-Jun-19</td>
<td>07-Jun-19</td>
</tr>
<tr>
<td>SK1719</td>
<td>Demo Underground Utilities - Market Paving</td>
<td>15</td>
<td>15</td>
<td>08-Jun-19</td>
<td>28-Jun-19</td>
</tr>
<tr>
<td>SK1717</td>
<td>Cutting &amp; Grading - Market Paving</td>
<td>7</td>
<td>7</td>
<td>29-Jun-19</td>
<td>10-Jul-19</td>
</tr>
<tr>
<td>SK1716</td>
<td>Grade Site On Tenth - Market Paving</td>
<td>7</td>
<td>7</td>
<td>27-Sep-19</td>
<td>06-Oct-19</td>
</tr>
<tr>
<td>SK1717</td>
<td>Layout For Tree Areas, Bollards &amp; Found For Shade Structures East to West - Market Paving</td>
<td>2</td>
<td>2</td>
<td>09-Oct-19</td>
<td>10-Oct-19</td>
</tr>
<tr>
<td>SK1716</td>
<td>Install Trench Drain - Market Paving</td>
<td>10</td>
<td>10</td>
<td>09-Oct-19</td>
<td>22-Oct-19</td>
</tr>
<tr>
<td>SK1718</td>
<td>Install Irrigation - Market Paving</td>
<td>10</td>
<td>10</td>
<td>25-Oct-19</td>
<td>07-Nov-19</td>
</tr>
<tr>
<td>SK1715</td>
<td>F/RP 6” Sidewalk Leaking Blockouts For Tree Planters - Market Paving</td>
<td>10</td>
<td>10</td>
<td>08-Nov-19</td>
<td>21-Nov-19</td>
</tr>
<tr>
<td>SK1740</td>
<td>Install Shade Structures (2) - Market Paving</td>
<td>40</td>
<td>40</td>
<td>26-Nov-19</td>
<td>23-Jan-19</td>
</tr>
<tr>
<td>SK1758</td>
<td>Install Trees - Shrubs - Market Paving</td>
<td>10</td>
<td>10</td>
<td>24-Jan-19</td>
<td>06-Feb-19</td>
</tr>
<tr>
<td>SK1781</td>
<td>Install Site Furnishing - Market Paving</td>
<td>5</td>
<td>5</td>
<td>06-Feb-19</td>
<td>07-Feb-19</td>
</tr>
<tr>
<td>SK1777</td>
<td>MEP Trim out Instalting Setting Light Poles - Market Paving</td>
<td>5</td>
<td>5</td>
<td>07-Feb-19</td>
<td>10-Feb-19</td>
</tr>
<tr>
<td>SK1733</td>
<td>Area Complete - Market Paving</td>
<td>0</td>
<td>0</td>
<td>13-Feb-19</td>
<td>13-Feb-19</td>
</tr>
<tr>
<td>Activity ID</td>
<td>Activity Name</td>
<td>Original Start</td>
<td>Remaining Start</td>
<td>Finish</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>SK1182</td>
<td>Temporary Fencing - Pelican Lot</td>
<td>16-May-18</td>
<td>16-May-18</td>
<td>07-May-19</td>
<td></td>
</tr>
<tr>
<td>SK1183</td>
<td>Tree Pruning - Pelican Lot</td>
<td>16-May-18</td>
<td>16-May-18</td>
<td>16-May-19</td>
<td></td>
</tr>
<tr>
<td>SK1144</td>
<td>Setup Fencing Control - Pelican Lot</td>
<td>17-May-18</td>
<td>17-May-18</td>
<td>16-May-19</td>
<td></td>
</tr>
<tr>
<td>SK1148</td>
<td>Site Clearing - Pelican Lot</td>
<td>31-May-18</td>
<td>31-May-18</td>
<td>06-Jun-18</td>
<td></td>
</tr>
<tr>
<td>SK1149</td>
<td>Site Underground Utilities - Pelican Lot</td>
<td>26-Jul-18</td>
<td>26-Jul-18</td>
<td>26-Jul-19</td>
<td></td>
</tr>
<tr>
<td>SK1150</td>
<td>Cutting &amp; Grading - Pelican Lot</td>
<td>09-Jul-18</td>
<td>13-Jul-18</td>
<td>13-Jul-19</td>
<td></td>
</tr>
<tr>
<td>SK1152</td>
<td>New UG Utilities-Sanitary - Pelican Lot</td>
<td>31-Dec-18</td>
<td>31-Dec-18</td>
<td>29-Jan-19</td>
<td></td>
</tr>
<tr>
<td>SK1153</td>
<td>Install Proposed Pumps - Pelican Lot</td>
<td>31-Dec-18</td>
<td>31-Dec-18</td>
<td>31-Jan-19</td>
<td></td>
</tr>
<tr>
<td>SK1154</td>
<td>Install UG Storm Piping &amp; Storm Structures - Pelican Lot</td>
<td>15-Jan-19</td>
<td>15-Jan-19</td>
<td>05-Feb-19</td>
<td></td>
</tr>
<tr>
<td>SK1155</td>
<td>Install UG Branch Lighting Conduct - Pelican Lot</td>
<td>15-Jan-19</td>
<td>15-Jan-19</td>
<td>05-Feb-19</td>
<td></td>
</tr>
<tr>
<td>SK1156</td>
<td>Grade Site +/- Jerph - Pelican Lot</td>
<td>13-Feb-19</td>
<td>13-Feb-19</td>
<td>15-Feb-19</td>
<td></td>
</tr>
<tr>
<td>SK1157</td>
<td>FRRP G &amp; G - Pelican Lot</td>
<td>19-Feb-19</td>
<td>19-Feb-19</td>
<td>26-Feb-19</td>
<td></td>
</tr>
<tr>
<td>SK1158</td>
<td>Install FRRP Light Pole Bases - Pelican Lot</td>
<td>26-Feb-19</td>
<td>26-Feb-19</td>
<td>05-Mar-19</td>
<td></td>
</tr>
<tr>
<td>SK1162</td>
<td>FRRP Pier Pile Caps For Site Security - Pelican Lot</td>
<td>29-Mar-19</td>
<td>04-Apr-19</td>
<td>04-Apr-19</td>
<td></td>
</tr>
<tr>
<td>SK1163</td>
<td>FRRP Sidewalk Areas - Pelican Lot</td>
<td>04-Apr-19</td>
<td>04-Apr-19</td>
<td>18-Apr-19</td>
<td></td>
</tr>
<tr>
<td>SK1164</td>
<td>Install Crushed Shale - Pelican Lot</td>
<td>23-Apr-19</td>
<td>23-Apr-19</td>
<td>18-Apr-19</td>
<td></td>
</tr>
<tr>
<td>SK1165</td>
<td>Install Marina Lawn - Pelican Lot</td>
<td>24-Apr-19</td>
<td>24-Apr-19</td>
<td>25-Apr-19</td>
<td></td>
</tr>
<tr>
<td>SK1166</td>
<td>Place Final Lift Of Asphalt - Pelican Lot</td>
<td>28-Apr-19</td>
<td>28-Apr-19</td>
<td>29-Apr-19</td>
<td></td>
</tr>
<tr>
<td>SK1167</td>
<td>Wheelchairs / Stripe Lot - Pelican Lot</td>
<td>30-Apr-19</td>
<td>30-Apr-19</td>
<td>01-May-19</td>
<td></td>
</tr>
<tr>
<td>SK1168</td>
<td>Install Signage - Pelican Lot</td>
<td>02-May-19</td>
<td>02-May-19</td>
<td>02-May-19</td>
<td></td>
</tr>
<tr>
<td>SK1169</td>
<td>Install Furniture - Pelican Lot</td>
<td>02-May-19</td>
<td>02-May-19</td>
<td>04-May-19</td>
<td></td>
</tr>
<tr>
<td>SK1172</td>
<td>Grade Soil To +/- Jerph - Pelican Lot</td>
<td>05-Mar-19</td>
<td>05-Mar-19</td>
<td>07-Mar-19</td>
<td></td>
</tr>
<tr>
<td>SK1176</td>
<td>Trash Compactor</td>
<td>19-Mar-19</td>
<td>19-Mar-19</td>
<td>05-Apr-19</td>
<td></td>
</tr>
<tr>
<td>SK1177</td>
<td>Install Footings Around &amp; Sidewalk - Pelican Lot</td>
<td>21-Feb-19</td>
<td>21-Feb-19</td>
<td>21-Feb-19</td>
<td></td>
</tr>
<tr>
<td>SK1178</td>
<td>Install EVCU - Pelican Lot</td>
<td>22-Feb-19</td>
<td>22-Feb-19</td>
<td>28-Feb-19</td>
<td></td>
</tr>
<tr>
<td>SK1179</td>
<td>Grade Surrounding Area - Pelican Lot</td>
<td>01-Mar-19</td>
<td>01-Mar-19</td>
<td>04-Mar-19</td>
<td></td>
</tr>
<tr>
<td>SK1180</td>
<td>Install 15' Light Pole Foundations - Pelican Lot</td>
<td>05-Mar-19</td>
<td>05-Mar-19</td>
<td>06-Mar-19</td>
<td></td>
</tr>
<tr>
<td>SK1181</td>
<td>Install Service #5 Electric On Masonary Wall - Pelican Lot</td>
<td>07-Mar-19</td>
<td>07-Mar-19</td>
<td>08-Mar-19</td>
<td></td>
</tr>
<tr>
<td>SK1183</td>
<td>FRRP/SGS @ Trash Compactor - Pelican Lot</td>
<td>14-Mar-19</td>
<td>14-Mar-19</td>
<td>18-Mar-19</td>
<td></td>
</tr>
<tr>
<td>SK1185</td>
<td>Install Ground Cover Plants &amp; Shrubs - Pelican Lot</td>
<td>26-Mar-19</td>
<td>26-Mar-19</td>
<td>01-Apr-19</td>
<td></td>
</tr>
<tr>
<td>SK1186</td>
<td>Install Gate West Side - Pelican Lot</td>
<td>02-Apr-19</td>
<td>02-Apr-19</td>
<td>03-Apr-19</td>
<td></td>
</tr>
<tr>
<td>Activity ID</td>
<td>Activity Name</td>
<td>Original Duration</td>
<td>Remaining Duration</td>
<td>Start</td>
<td>Finish</td>
</tr>
<tr>
<td>------------</td>
<td>---------------------------------------------------</td>
<td>-------------------</td>
<td>-------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>SK1324</td>
<td>Install Green Screen - Pelican Lot</td>
<td>2</td>
<td>2</td>
<td>04-Apr-19</td>
<td>05-Apr-19</td>
</tr>
<tr>
<td></td>
<td>Overside</td>
<td>43</td>
<td>43</td>
<td>06-Mar-19</td>
<td>01-May-19</td>
</tr>
<tr>
<td>SK1550</td>
<td>Rough Grade Limits Of Ovek - Pelican Lot</td>
<td>2</td>
<td>2</td>
<td>06-Mar-19</td>
<td>11-Mar-19</td>
</tr>
<tr>
<td>SK1791</td>
<td>F/R/P Retaining Wall - Pelican Lot</td>
<td>4</td>
<td>4</td>
<td>12-Mar-19</td>
<td>15-Mar-19</td>
</tr>
<tr>
<td>SK1761</td>
<td>Inst ACIP - Pelican Lot (TDS)</td>
<td>4</td>
<td>4</td>
<td>16-Mar-19</td>
<td>21-Mar-19</td>
</tr>
<tr>
<td>SK1782</td>
<td>Install Irrigation - Pelican Lot</td>
<td>2</td>
<td>2</td>
<td>27-Mar-19</td>
<td>28-Mar-19</td>
</tr>
<tr>
<td>SK1653</td>
<td>Fine Grade To Install Framing On Sandbanks - Pelican Lot</td>
<td>1</td>
<td>1</td>
<td>29-Mar-19</td>
<td>29-Mar-19</td>
</tr>
<tr>
<td>SK1654</td>
<td>Install Jersey - Pelican Lot</td>
<td>3</td>
<td>3</td>
<td>01-Apr-19</td>
<td>03-Apr-19</td>
</tr>
<tr>
<td>SK1655</td>
<td>Install Fixed Draining - Removal (Draining - Pelican Lot)</td>
<td>4</td>
<td>4</td>
<td>04-Apr-19</td>
<td>09-Apr-19</td>
</tr>
<tr>
<td>SK1656</td>
<td>Install Handrails - Pelican Lot</td>
<td>3</td>
<td>3</td>
<td>10-Apr-19</td>
<td>12-Apr-19</td>
</tr>
<tr>
<td>SK1657</td>
<td>Install Handrails - Pelican Lot</td>
<td>2</td>
<td>2</td>
<td>15-Apr-19</td>
<td>16-Apr-19</td>
</tr>
<tr>
<td>SK1783</td>
<td>Fire/River Sidewalk At Base Of Wood Stair - Pelican Lot</td>
<td>2</td>
<td>2</td>
<td>17-Apr-19</td>
<td>18-Apr-19</td>
</tr>
<tr>
<td>SK1658</td>
<td>Install Wood Stair - Pelican Lot</td>
<td>3</td>
<td>3</td>
<td>19-Apr-19</td>
<td>20-Apr-19</td>
</tr>
<tr>
<td>SK1659</td>
<td>Install CP Stairs - Pelican Lot</td>
<td>5</td>
<td>5</td>
<td>24-Apr-19</td>
<td>20-Apr-19</td>
</tr>
<tr>
<td>SK1660</td>
<td>Install Handrails On CP Stairs - Pelican Lot</td>
<td>5</td>
<td>5</td>
<td>01-May-19</td>
<td>07-May-19</td>
</tr>
</tbody>
</table>

**Breakwater Point**

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>SK136</td>
<td>Cutting &amp; Grading - Pelican Lot</td>
<td>1</td>
<td>1</td>
<td>07-Jun-18</td>
<td>26-Jun-18</td>
</tr>
<tr>
<td>SK1661</td>
<td>Install New Trees - Pelican Lot</td>
<td>2</td>
<td>2</td>
<td>08-Jun-18</td>
<td>11-Jun-18</td>
</tr>
<tr>
<td>SK1667</td>
<td>Install New UG Utilities - Pelican Lot</td>
<td>2</td>
<td>2</td>
<td>08-Jun-18</td>
<td>11-Jun-18</td>
</tr>
<tr>
<td>SK1912</td>
<td>Install F/R/P Light Rule Found - Pelican Lot</td>
<td>2</td>
<td>2</td>
<td>12-Jun-18</td>
<td>13-Jun-18</td>
</tr>
<tr>
<td>SK1938</td>
<td>Grade Site +/- Elevation - Pelican Lot</td>
<td>1</td>
<td>1</td>
<td>14-Jun-18</td>
<td>14-Jun-18</td>
</tr>
<tr>
<td>SK1665</td>
<td>F/R/P Sidewalk - Pelican Lot</td>
<td>3</td>
<td>3</td>
<td>15-Jun-18</td>
<td>19-Jun-18</td>
</tr>
<tr>
<td>SK1690</td>
<td>Install Breakpoint Sand - Pelican Lot</td>
<td>1</td>
<td>1</td>
<td>19-Aug-18</td>
<td>19-Aug-18</td>
</tr>
<tr>
<td>SK1663</td>
<td>Install Gravel Driveway (2-2.5) - Pelican Lot</td>
<td>2</td>
<td>2</td>
<td>22-Aug-18</td>
<td>22-Aug-18</td>
</tr>
<tr>
<td>SK1911</td>
<td>Install Guard Rails &amp; Furniture - Pelican Lot</td>
<td>4</td>
<td>4</td>
<td>24-Aug-18</td>
<td>24-Aug-18</td>
</tr>
<tr>
<td>SK1662</td>
<td>Install FEEL - Pelican Lot</td>
<td>1</td>
<td>1</td>
<td>28-Aug-18</td>
<td>28-Aug-18</td>
</tr>
</tbody>
</table>

**Family Park**

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>SK1665</td>
<td>Temporary Fencing - Family Park</td>
<td>127</td>
<td>127</td>
<td>17-May-18</td>
<td>20-May-18</td>
</tr>
<tr>
<td>SK1915</td>
<td>Setup Erosion Control - Family Park</td>
<td>3</td>
<td>3</td>
<td>17-May-18</td>
<td>31-May-18</td>
</tr>
<tr>
<td>SK1922</td>
<td>Tree Protection - Family Park</td>
<td>3</td>
<td>3</td>
<td>17-May-18</td>
<td>31-May-18</td>
</tr>
<tr>
<td>SK1916</td>
<td>Hardscape &amp; Above Ground Demolition - Family Park</td>
<td>7</td>
<td>7</td>
<td>22-May-18</td>
<td>21-May-18</td>
</tr>
<tr>
<td>SK1917</td>
<td>Site Alteration - Family Park</td>
<td>4</td>
<td>4</td>
<td>01-Jun-18</td>
<td>08-Jun-18</td>
</tr>
<tr>
<td>SK1918</td>
<td>Demo Underground Utilities - Family Park</td>
<td>10</td>
<td>10</td>
<td>09-Jul-18</td>
<td>20-Jul-18</td>
</tr>
<tr>
<td>SK1920</td>
<td>Cutting &amp; Grading Including Wet Retention &amp; Sle Swals - Family Park</td>
<td>5</td>
<td>5</td>
<td>18-Jul-18</td>
<td>24-Jul-18</td>
</tr>
<tr>
<td>SK1919</td>
<td>Install New UG Utilities - Family Park</td>
<td>30</td>
<td>30</td>
<td>27-Sep-18</td>
<td>08-Nov-18</td>
</tr>
<tr>
<td>SK1921</td>
<td>Grade Site +/- Elevation - Family Park</td>
<td>5</td>
<td>5</td>
<td>09-Nov-18</td>
<td>15-Nov-18</td>
</tr>
</tbody>
</table>

**Wet Pond/Sundek**

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>SK1496</td>
<td>Final FIBA Grade - Family Park</td>
<td>5</td>
<td>5</td>
<td>16-Nov-18</td>
<td>26-Nov-18</td>
</tr>
<tr>
<td>SK1697</td>
<td>F/R/P Bridges/Overlocks &amp; Sundek Foundations - Family Park</td>
<td>5</td>
<td>5</td>
<td>16-Nov-18</td>
<td>26-Nov-18</td>
</tr>
<tr>
<td>SK1764</td>
<td>Plants Trees - Family Park</td>
<td>10</td>
<td>10</td>
<td>27-Nov-18</td>
<td>15-Dec-18</td>
</tr>
<tr>
<td>SK1779</td>
<td>Install Rip Rap @ Wet Pond &amp; Bie Swals - Family Park</td>
<td>5</td>
<td>5</td>
<td>27-Nov-18</td>
<td>03-Dec-18</td>
</tr>
<tr>
<td>SK1698</td>
<td>Shallow MRP Rough In - Family Park</td>
<td>10</td>
<td>10</td>
<td>05-Dec-18</td>
<td>18-Dec-18</td>
</tr>
<tr>
<td>SK1765</td>
<td>Install Irrigation - Family Park</td>
<td>6</td>
<td>6</td>
<td>19-Dec-18</td>
<td>26-Dec-18</td>
</tr>
<tr>
<td>SK1766</td>
<td>F/R/P 4' Concrete SoG Pattern Walkways - Family Park</td>
<td>15</td>
<td>15</td>
<td>27-Dec-18</td>
<td>17-Jan-19</td>
</tr>
<tr>
<td>SK1771</td>
<td>Install Crushed Shot 1.1 - Family Park</td>
<td>3</td>
<td>3</td>
<td>18-Jan-19</td>
<td>23-Jan-19</td>
</tr>
<tr>
<td>Activity ID</td>
<td>Activity Name</td>
<td>Original Duration</td>
<td>Remaining Duration</td>
<td>Start</td>
<td>Finish</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------------------------</td>
<td>-------------------</td>
<td>--------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>SK1773</td>
<td>Build Bridges &amp; The Sun Deck - Family Park</td>
<td>15 15</td>
<td>15 15</td>
<td>24-Jan-19</td>
<td>13-Feb-19</td>
</tr>
<tr>
<td>SK1767</td>
<td>Install Ground Cover Shrub &amp; Plants &amp; Be Swale Plantings - Family Park</td>
<td>10 10</td>
<td>10 10</td>
<td>14-Feb-19</td>
<td>29-Feb-19</td>
</tr>
<tr>
<td>SK1823</td>
<td>Install Fencing - Family Park</td>
<td>3 3</td>
<td>3 3</td>
<td>14-Feb-19</td>
<td>19-Feb-19</td>
</tr>
<tr>
<td>SK1824</td>
<td>Install Lawn Planting &amp; Grassing - Family Park</td>
<td>3 3</td>
<td>3 3</td>
<td>01-Mar-19</td>
<td>05-Mar-19</td>
</tr>
<tr>
<td>SK1878</td>
<td>F/RP 6&quot; Concrete Trans Road South Of Old Park - Family Park</td>
<td>6 6</td>
<td>6 6</td>
<td>06-Mar-19</td>
<td>13-Mar-19</td>
</tr>
<tr>
<td>SK1825</td>
<td>Install Light Poles &amp; Trim Out Electrical Uplights &amp; Power - Family Park</td>
<td>5 5</td>
<td>5 5</td>
<td>06-May-19</td>
<td>12-May-19</td>
</tr>
<tr>
<td>SK1826</td>
<td>Install Furniture / Signage - Family Park</td>
<td>50 50</td>
<td>50 50</td>
<td>12-Mar-19</td>
<td>20-May-19</td>
</tr>
<tr>
<td>SK1821</td>
<td>Install Precast Foundations Under All Precast - Family Park</td>
<td>15 15</td>
<td>15 15</td>
<td>13-Mar-19</td>
<td>02-Apr-19</td>
</tr>
<tr>
<td>SK1773</td>
<td>Install Precast Concrete @ View Edge/Picnic Grove/Lawn/Wet Pond Park Areas North - Fire</td>
<td>15 15</td>
<td>15 15</td>
<td>27-Mar-19</td>
<td>16-Apr-19</td>
</tr>
<tr>
<td>SK1774</td>
<td>F/RP 6&quot; Concrete SOG West &amp; North - Family Park</td>
<td>5 5</td>
<td>5 5</td>
<td>17-Apr-19</td>
<td>23-Apr-19</td>
</tr>
<tr>
<td>SK1775</td>
<td>F/RP 6&quot; Concrete SOG East To Spa Beach - Family Park</td>
<td>5 5</td>
<td>5 5</td>
<td>24-Apr-19</td>
<td>30-Apr-19</td>
</tr>
<tr>
<td>SK1822</td>
<td>F/RP 6&quot; Concrete SOG North To South - Family Park</td>
<td>5 5</td>
<td>5 5</td>
<td>01-May-19</td>
<td>07-May-19</td>
</tr>
<tr>
<td>SK1639</td>
<td>Install Flora Cap Rocks - Family Park</td>
<td>2 2</td>
<td>2 2</td>
<td>08-May-19</td>
<td>09-May-19</td>
</tr>
<tr>
<td>SK1827</td>
<td>Area Complete - Family Park</td>
<td>0 0</td>
<td>0 0</td>
<td>20-May-19</td>
<td>20-May-19</td>
</tr>
</tbody>
</table>

**New Marine Drive**

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>SK1803</td>
<td>Temporary Fencing - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>22-May-18</td>
<td>11-Apr-19</td>
</tr>
<tr>
<td>SK1804</td>
<td>Tree Protection - Marine Drive</td>
<td>1 1</td>
<td>1 1</td>
<td>22-May-18</td>
<td>22-May-18</td>
</tr>
<tr>
<td>SK1903</td>
<td>Removal Of Trees Required - Marine Drive</td>
<td>3 3</td>
<td>3 3</td>
<td>23-May-18</td>
<td>23-May-18</td>
</tr>
<tr>
<td>SK1805</td>
<td>Setup Erosion Control - Marine Drive</td>
<td>1 1</td>
<td>1 1</td>
<td>24-May-18</td>
<td>24-May-18</td>
</tr>
<tr>
<td>SK1806</td>
<td>Hardcapes &amp; Above Ground Demolition - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>25-May-18</td>
<td>25-May-18</td>
</tr>
<tr>
<td>SK1807</td>
<td>Site Clearing - Marine Drive</td>
<td>1 1</td>
<td>1 1</td>
<td>30-May-18</td>
<td>30-May-18</td>
</tr>
<tr>
<td>SK1893</td>
<td>Removal Of All Existing Peeled Mounted Light Poles - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>31-May-18</td>
<td>01-Jun-18</td>
</tr>
<tr>
<td>SK1809</td>
<td>Dams Underground Utilities - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>23-Jul-18</td>
<td>23-Jul-18</td>
</tr>
<tr>
<td>SK1809</td>
<td>Cutting &amp; Grading - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>25-Jul-18</td>
<td>25-Jul-18</td>
</tr>
<tr>
<td>SK1807</td>
<td>Install UG Storm Sewer - Marine Drive</td>
<td>5 5</td>
<td>5 5</td>
<td>27-Jul-18</td>
<td>02-Aug-18</td>
</tr>
<tr>
<td>SK1810</td>
<td>Install New UG Sanitary - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>24-Jan-18</td>
<td>24-Jan-18</td>
</tr>
<tr>
<td>SK1807</td>
<td>Install UG Domestic Water (By City) - Marine Drive</td>
<td>5 5</td>
<td>5 5</td>
<td>25-Jan-18</td>
<td>21-Jan-18</td>
</tr>
<tr>
<td>SK1811</td>
<td>Grade Sites - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>01-Feb-18</td>
<td>04-Feb-18</td>
</tr>
<tr>
<td>SK1808</td>
<td>Screws For New Handicap Ramps - Marine Drive</td>
<td>5 5</td>
<td>5 5</td>
<td>06-Feb-18</td>
<td>11-Feb-18</td>
</tr>
<tr>
<td>SK1807</td>
<td>NW Existing Asphalt Surface - Marine Drive</td>
<td>4 4</td>
<td>4 4</td>
<td>13-May-18</td>
<td>22-May-18</td>
</tr>
<tr>
<td>SK1741</td>
<td>Install New CAG Tie To Existing Approaching Bayside/Deer Island Lot/Pelican Lot - Marine Drive</td>
<td>6 6</td>
<td>6 6</td>
<td>25-Mar-18</td>
<td>01-Apr-19</td>
</tr>
<tr>
<td>SK1743</td>
<td>Pavement Surfacing New Curb &amp; Utility Cuts - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>07-Apr-18</td>
<td>03-Apr-18</td>
</tr>
<tr>
<td>SK1744</td>
<td>Install Wearcourse Asphalt - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>04-Apr-18</td>
<td>09-Apr-18</td>
</tr>
<tr>
<td>SK1745</td>
<td>Strip Broadway &amp; Crosswalk - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>04-Apr-18</td>
<td>09-Apr-18</td>
</tr>
<tr>
<td>SK1902</td>
<td>Install Cabbage Palmettes &amp; Chinese Star Jasmine &amp; One Jarandara - Marine Drive</td>
<td>2 2</td>
<td>2 2</td>
<td>08-Apr-18</td>
<td>09-Apr-18</td>
</tr>
<tr>
<td>SK1909</td>
<td>Install Regulatory Signs - Marine Drive</td>
<td>1 1</td>
<td>1 1</td>
<td>10-Apr-18</td>
<td>10-Apr-18</td>
</tr>
<tr>
<td>SK1899</td>
<td>Install Furniture - Marine Drive</td>
<td>1 1</td>
<td>1 1</td>
<td>11-Apr-18</td>
<td>11-Apr-18</td>
</tr>
<tr>
<td>SK1801</td>
<td>Area Complete - Marine Drive</td>
<td>0 0</td>
<td>0 0</td>
<td>11-Apr-18</td>
<td>11-Apr-18</td>
</tr>
</tbody>
</table>

**Project Closeout**

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCL107</td>
<td>Punch / Clean</td>
<td>20 20</td>
<td>20 20</td>
<td>21-May-19</td>
<td>18-Jun-19</td>
</tr>
<tr>
<td>PCL109</td>
<td>Inspectors / Certifications</td>
<td>10 10</td>
<td>10 10</td>
<td>19-Jun-19</td>
<td>07-Jul-19</td>
</tr>
<tr>
<td>PCL110</td>
<td>Substantal Completion</td>
<td>0 0</td>
<td>0 0</td>
<td>05-Jul-19</td>
<td>05-Jul-19</td>
</tr>
<tr>
<td>PCL113</td>
<td>Final Punch</td>
<td>43 43</td>
<td>43 43</td>
<td>03-Jul-19</td>
<td>30-Aug-19</td>
</tr>
<tr>
<td>PCL113</td>
<td>Operation &amp; Staff Training</td>
<td>43 43</td>
<td>43 43</td>
<td>03-Jul-19</td>
<td>30-Aug-19</td>
</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>223</strong></td>
<td><strong>223</strong></td>
<td>22-May-18</td>
<td>11-Apr-19</td>
</tr>
</tbody>
</table>

**Critical Remaining Work**

- Temporarily Fencing - Marine Drive
- Tree Protection - Marine Drive
- Removal Of Trees Required - Marine Drive
- Setup Erosion Control - Marine Drive
- Hardcapes & Above Ground Demolition - Marine Drive
- Site Clearing - Marine Drive
- Removal Of All Existing Peeled Mounted Light Poles - Marine Drive
- Dams Underground Utilities - Marine Drive
- Cutting & Grading - Marine Drive
- Install UG Storm Sewer - Marine Drive
- Install New UG Sanitary - Marine Drive
- Install UG Domestic Water (By City) - Marine Drive
- Grade Sites - Marine Drive
- Screws For New Handicap Ramps - Marine Drive
- NW Existing Asphalt Surface - Marine Drive
- F/RP New Handicap Ramps - Marine Drive
- Install New CAG Tie To Existing Approaching Bayside/Deer Island Lot/Pelican Lot - Marine Drive
- Pavement Surfacing New Curb & Utility Cuts - Marine Drive
- Install Wearcourse Asphalt - Marine Drive
- Strip Broadway & Crosswalk - Marine Drive
- Install Cabbage Palmettes & Chinese Star Jasmine & One Jarandara - Marine Drive
- Install Regulatory Signs - Marine Drive
- Install Furniture - Marine Drive
- Area Complete - Marine Drive

**Actual Work**

- Punch / Clean 20 20 21-May-19 18-Jun-19
- Inspectors / Certifications 10 10 19-Jun-19 07-Jul-19
- Substantial Completion 0 0 05-Jul-19 05-Jul-19
- Final Punch 43 43 03-Jul-19 30-Aug-19
- Operation & Staff Training 43 43 03-Jul-19 30-Aug-19

**Remaining Work**

- Punch / Clean
- Inspectors / Certifications
- Substantial Completion
- Final Punch
- Operation & Staff Training

**Milestone**

- Punch / Clean
- Inspectors / Certifications
- Substantial Completion
- Final Punch
- Operation & Staff Training
<table>
<thead>
<tr>
<th>Activity ID</th>
<th>Activity Name</th>
<th>Original Duration</th>
<th>Remaining Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCL-111</td>
<td>Final Completion</td>
<td>0</td>
<td>0</td>
<td>00-Sep-19</td>
<td></td>
</tr>
</tbody>
</table>
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: Approving the First Amendment to the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida ("City") and W - Architecture and Landscape Architecture, LLC. ("A/E") dated August 25, 2016, for additional design and construction administration services for the Pier Approach Project in an amount $589,254; Providing that the total contract amount shall not exceed of $2,457,284; authorizing the City Attorney to make non-substantive changes to the First Amendment; Authorizing the Mayor or his designee to execute the First Amendment.

EXPLANATION: On January 21, 2016, City Council approved the architect/engineering agreement between the City of St. Petersburg and W - Architecture and Landscape Architecture, LLC ("A/E") in the amount of $318,030 for the Concept Design Phase of the Pier Approach project. The primary goal of the Concept Design Phase was to develop a concept that confirms and incorporates the programmatic requirements of the St. Petersburg Downtown Waterfront Master Plan (DWMP) for the Pier District, obtain public input and consensus, and compliment the thematic features of the new St. Pete PierTM.

On August 4, 2016, City Council approved the Amended and Restated Architect/Engineering Agreement between the City and A/E for design and construction administration services related to the Pier Approach project in the amount of $1,868,030. The scope of services included design and construction administration services for an approximately $20 million project to include the schematic and detailed design development services, preparation of the construction documents, and construction administration phase services. The A/E was also responsible for coordinating the civil infrastructure for both the Pier and Pier Approach projects. This included transportation, utilities, stormwater design and environmental permitting.

The request for additional design and construction administration services is required for the following items:

a) Design and construction administration services for the design of the new Doc Ford's Restaurant, ($547,410).

b) Playground coordination meetings and plan revisions based on the selected playground equipment vendor’s initial concepts ($15,000)

c) Construction documents for the engineering of the solar photovoltaic system on the roof of the market structure ($26,844).

As part of the solicitation for design services of the Pier Approach in 2015, the City included the potential for the design of a future restaurant within the Pier Approach. The ability to contract directly with the A/E for this scope was a factor in the selection of this team, which included the local Architectural design firm Wannemacher Jensen Architects, Inc. ("WJA") as the lead designer for the restaurant shell space. WJA has completed numerous restaurants in the Tampa Bay area including downtown St. Petersburg. The scope of the design services includes the food services
All structural mechanical, electrical, plumbing, architectural and civil design services for a complete restaurant are also included in the overall fee.

The remaining additional services pertain to site and civil plans required based on the final placement and selection of the play equipment as well as detailed architectural and electrical engineering required to design the solar system over the market structure at the entry to the Pier Approach.

The A/E Agreement includes the following initial phase and associated lump sum fees and costs:

- **Phase I — Concept Design Phase**: $318,030
- **Phase II - Schematic Design**: $316,500
- **Phase III - Design Development**: $407,000
- **Phase IV — Construction Document**: $425,500
- **Phase V – Construction Administration**: $301,000
- **Reimbursable Cost & Contingency**: $100,000
- **Subtotal Not to Exceed Fee**: $1,868,030

**Additional Services Amendment No. 1**: $589,254

**Total Not to Exceed Fee**: $2,457,284

**RECOMMENDATION**: Administration recommends City Council approve the first amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida (“City”) and W - Architecture and Landscape Architecture, Inc. (“A/E”) for additional design services for the Pier Approach Project in an amount $589,254 for a total contract amount not to exceed of $2,457,284; authorizing the City Attorney to make non-substantive changes to the A/E Agreement; Authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date

**COST/FUNDING INFORMATION**: Funds have been previously appropriated in the General Capital Improvement Fund (3001), Pier Approach Project (15377).

**ATTACHMENTS**: Resolution and First Amendment (with Appendix A, Scope of Services)

**APPROVALS**: 

- Administrative
- Budget
RESOLUTION NO. 2018 -  
A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE 
AMENDED AND RESTATED ARCHITECT/ENGINEERING 
AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA 
(“CITY”) AND W ARCHITECTURE AND LANDSCAPE 
ARCHITECTURE, LLC. (“A/E”) DATED AUGUST 25, 2016, FOR A/E 
TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION 
ADMINISTRATION SERVICES FOR THE PIER APPROACH PROJECT 
IN AN AMOUNT NOT TO EXCEED $589,254; PROVIDING THAT THE 
TOTAL CONTRACT AMOUNT SHALL NOT TO EXCEED OF 
$2,457,284; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO 
MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST 
AMENDMENT; 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 W Architecture and Landscape Architecture, LLC. (“A/E”) executed an amended and restated architect/engineering agreement (“Agreement”) on August 25, 2016, for A/E to provide design and construction administration services related to the Pier Approach project; and

WHEREAS, the City and the A/E desires to amend the Agreement for the A/E to provide additional design and construction administrative services for the Doc Ford’s restaurant, the playground equipment, and the solar photovoltaic system on the roof of the market structures, and to add other provisions to the Agreement; 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 the First Amendment the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida (“City”) and W Architecture and Landscape Architecture, LLC. (“A/E”) dated August 25, 2016, for A/E to provide additional design and construction administration services for the Pier Approach project in an amount not to exceed $589,254 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $2,457,284.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the First Amendment to correct typographical errors and clarify provisions of the First Amendment to conform to City Council’s direction.

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.

Approved by:

City Attorney (Designee)
370146 4-19-18 City Council
Final
FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on the ____ day of April, 2018, by and between W Architecture and Landscape Architecture, LLC ("A/E") and the City of St. Petersburg, Florida ("City") (collectively, "Parties").

WHEREAS, the City and the A/E executed an amended and restated architect/engineering agreement ("Agreement") on August 25, 2016, for A/E to provide design and construction administration services related to the Pier Approach project; and

WHEREAS, the City and the A/E desires to amend the Agreement for the A/E to provide additional design and construction administrative services for the Doc Ford’s restaurant, the playground equipment, and the solar photovoltaic system on the roof of the market structures, and to add other provisions to the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are incorporated herein as an integral part of this First Amendment), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 6.1 of the Agreement is hereby amended to read as follows:

   6.1 Provided that the A/E faithfully performs its obligations contained in this Agreement and subject to other terms and conditions of this Agreement, the City hereby agrees to pay the A/E the fees and costs set forth in Revised Amended Appendix B, provided, however that the total amount of fees and costs paid to the A/E by the City for providing the Scope of Services and Deliverables required by this Agreement shall not exceed two million four hundred fifty-seven thousand two hundred eight-four dollars ($2,457,284) ("Total Compensation"). The Total Compensation shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by this Agreement.

2. Section 24.0 is added to the Agreement to read as follows:

   Section 24.0 - Scrutinized Business Operations

   24.1 A company is deemed to engage in "Scrutinized Business Operations" if it is (i) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, pursuant to Florida Statutes section 215.4725; (ii) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, pursuant to Florida Statutes section 215.473; or (iii) engaged in business operations in Cuba or Syria, pursuant to Florida Statutes section 287.135(1)(c). The lists related to Israel, Sudan, and Iran are maintained by the Florida State Board of Administration and are amended from time to time.
24.2 The scope of "Scrutinized Affiliates" for the A/E is established by Florida Statutes section 215.473(1)(d) and includes, generally, all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, and affiliates of the A/E that exist for the purpose of making profit.

24.3 In accordance with Florida Statutes section 287.135(5), the A/E certifies that A/E and its Scrutinized Affiliates (if any) are not engaged in Scrutinized Business Operations, and the A/E acknowledges that falsely making such a certification may result in termination of this Agreement for default, civil penalties, and a three-year prohibition on contracting with any agency or local governmental entity in the state of Florida.

24.4 The City may terminate this Agreement for default if the City determines (i) that the certification provided by the A/E in Section 24.3 is false or (ii) that the A/E or any of its Scrutinized Affiliates have engaged in Scrutinized Business Operations at any point during the term of the Agreement.

24.5 If any provision of the Florida Statutes underlying this Section 24 is removed from the Florida Statutes, enjoined, or otherwise held to be invalid by a court of competent jurisdiction, the corresponding language in this Section 24 is severed from this Agreement, with the remainder of Section 24 remaining in effect.

3. Section 25.0 is added to the Agreement to read as follows:

SECTION 25.0 — REPORTS TO CITY COUNCIL

25.1 When the A/E provides any draft or final report (including technical memoranda) to the City's Project Manager or to any other member of City staff, the A/E shall also provide copies of such report to City Council as follows:

25.1.1 For a draft report, the A/E shall send an electronic copy to the City Council Administrative Service Officer via email to council@stpete.org and to each City Council member via email to his or her individual City email address. The A/E may obtain Council members' individual email addresses from the City Council Administrative Service Officer.

25.1.2 For a final report, in addition to providing electronic copies in the same manner that is required for a draft report, the A/E shall also deliver nine (9) hard copies of the report to the City Council Administrative Service Officer.

25.2 At a minimum, the A/E shall include a description of the following in all draft and final reports: data utilized, methodology utilized and assumptions made. The A/E shall also verify in all draft and final reports that the A/E's reliance on and utilization of such data, methodology, and assumptions are consistent with the
A/E's professional standards. The A/E shall mark all draft reports with a draft watermark, version number, and date.

25.3 If the A/E provides a draft or final report to City Council pursuant to Section 25.1 and that report revises any portion of a report previously provided to City Council pursuant to Section 25.1, the new report must be accompanied by documentation of the revisions to the previous report as follows:

25.3.1 When practicable, changes must be documented in redline format, showing a word-for-word comparison of the previous report and the new report. For purposes of clarity, non-substantive changes (e.g., changes to formatting and white space) should be excluded from this comparison.

25.3.2 When redline format is not practicable (e.g., for a chart or diagram), the A/E shall indicate whether the changed content is revised, substituted, or new, and if the nature of any change is not obvious, the A/E shall also provide an explanation of that change. If it is impracticable or unclear to provide such an explanation as an annotation in the document itself, the A/E shall provide the explanation through separate documentation.

25.4 If requested by the City Council, the A/E shall attend one or more City Council meetings to provide an update on the status of a project and/or make a presentation on a report. Unless otherwise agreed to by the City Council, the A/E shall receive no additional compensation for attendance at City Council meetings beyond the compensation already provided for pursuant to this Agreement.

4. Attachment 1 to Amended Appendix A, which is attached hereto, is hereby attached to Amended Appendix A and made a part thereof.

5. Amended Appendix B is hereby deleted and replaced with Revised Amended Appendix B, which is attached hereto and made a part hereof by reference. All references in the Agreement to Amended Appendix B shall mean Revised Amended Appendix B.

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

REMAINING PORTION INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

W ARCHITECTURE AND LANDSCAPE ARCHITECTURE, LLC

Sign: ____________________________
Print: ____________________________
Title: ____________________________

CITY OF ST. PETERSBURG, FLORIDA

Sign: ____________________________
Print: ____________________________
Title: ____________________________

ATTEST

______________________________
City Clerk

Approved by the City’s Project Manager

______________________________
Raul Quintana

(SEAL)

Approved as to Content and Form

______________________________
City Attorney (Designee)
ATTACHMENT 1
TO AMENDED APPENDIX A
SCOPE OF SERVICES

General Description – Additional Services:

In addition to the services, activities, Deliverables and responsibilities set forth in Amended Appendix A, the A/E shall provide a) complete design and construction administration services for the new Doc Ford’s Restaurant, b) site and civil plan modifications to the playground area to accommodate new play equipment, and c) the architectural and electrical engineering for the design of the photovoltaic solar system forming the roof of the market structures.

Design and Construction Administration Services:

The A/E shall provide the following services and deliverables:

The A/E shall prepare complete Schematic Design, Design Development and Construction Documents for the design of the shell of the new Doc Ford’s restaurant including all Structural, Mechanical, Electrical and Plumbing services as well as the plans for the interior Tenant build-out improvements including food services, Geotechnical Engineering, site civil, landscape, design of a solar PV system, permit plan approvals, coordination of sustainability features, fundamental commissioning, and design simulation and energy modeling. Such Construction Documents may include but not be limited, to site plans, floor plans, elevations sections and other documents which fix and describe the size and character of the restaurant as to architectural, civil, landscape, marine, structural, mechanical, and electrical systems, geotechnical analysis, survey data, materials and other essential elements as may be requested by the City and mutually agreed upon by the Parties in writing.

The A/E shall also prepare Design documents for the redesign of the Pier Approach Children’s playground area in conjunction with the design of the
play equipment by others for the City's approval and the Construction Manager's use once approved by the City. Such Design documents shall include but not be limited to site plans, elevations, sections and other documents which fix and describe the size and character of the revised area as to civil, landscape, structural and other essential elements as may be requested by the City and mutually agreed upon by the Parties in writing.

The A/E shall also prepare final electrical and architectural design documents for the complete solar photovoltaic system on the roof of the market structures.

The A/E shall participate with the Construction Manager who shall submit an update to the Schedule, if necessary.

The A/E shall be responsible for preparing and providing all the documents required for the regulatory agencies having jurisdiction over the new restaurant. The A/E shall also be responsible for all the documents required by the City Building Department for permitting the restaurant building. The A/E shall not be responsible for obtaining actual building construction permits but will be responsible for obtaining the environmental permits as described above.

Construction Administration Phase Deliverables

The A/E shall submit all deliverables electronically in PDF, Word and dwg. format as well as four (4) hard copies. The A/E shall upload all deliverables to an ftp or similar site as determined by the City. The deliverables for Design Development Phase are:

- Construction documents, design sketches, outline specifications and structural inspection reports
Revised Amended Appendix B

<table>
<thead>
<tr>
<th>Phase</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I - Concept Design Phase (completed)</td>
<td>$318,030</td>
</tr>
<tr>
<td>Phase II - Schematic Design (completed)</td>
<td>$316,500</td>
</tr>
<tr>
<td>Phase III - Design Development (completed)</td>
<td>$407,000</td>
</tr>
<tr>
<td>Phase IV - Construction Document (completed)</td>
<td>$425,500</td>
</tr>
<tr>
<td>Phase V - Construction Administration</td>
<td>$301,000</td>
</tr>
<tr>
<td>Reimbursable Cost &amp; Contingency</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

Subtotal Not to Exceed Fee $1,868,030

Additional Services Amendment No.1 $589,254

Total Not to Exceed Fee $2,457,284
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with DF St. Pete, LLC d/b/a Doc Ford's Rum Bar & Grill, a Florida limited liability company, for the development and operation of a restaurant on the Pelican Parking lot within the new St. Pete Pier™ for a ten (10) year term, with an annual base rent of $270,000, excluding taxes, plus percentage rent and common area maintenance charges commencing upon operations, and to execute all other documents necessary to effectuate same; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: The City of St. Petersburg ("City") is currently constructing the new St. Pete Pier™ ("The Pier") and upon completion of The Pier there will be a building located on the Pelican Parking Lot within The Pier that will include a restaurant space and Pier administrative office space for City use. The restaurant space will consist of ±10,000 square feet, of which ±6,000 square feet is air conditioned and ±4,000 square feet is covered open-air seating (collectively "Premises").

In August 2017, City Administration and Colliers Arnold, Inc. d/b/a Colliers International Tampa Bay Florida ("Colliers"), the Pier Manager, approached multiple restaurant operators regarding the opportunity to operate a restaurant within The Pier and requested that if the restaurant operators were interested in operating a restaurant to submit proposals by October 13, 2017. The City received two (2) proposals for consideration. On November 12, 2017, the City issued a public notification acknowledging receipt of the proposals and inviting alternative proposals with a deadline of 10:00 a.m. local time, on December 12, 2017 ("Public Notice"). The Public Notice was advertised in the Tampa Bay Times on November 12, 2017 and in The Bulletin News on November 16, 2017. The City received one alternative proposal by the deadline set forth in the Public Notice.

In January 2018, the Mayor selected DF St. Pete, LLC d/b/a Doc Ford's Rum Bar & Grill ("Lessee") to operate a restaurant on the Pier. At the direction of City Administration, Real Estate & Property Management created a new lease agreement ("Lease") incorporating the following business points:

- **TERM:** The Term of the Lease will be for ten (10) years.
- **RENT:** Commencing on the first day of the Operating Period (as defined in the Lease), the Lessee shall pay the City a base rent of Two hundred seventy thousand dollars ($270,000), plus tax, for each year of the Term. In addition to Base Rent, the Lessee shall pay the City a Percentage Rent (as defined in the Lease) each month during the Term, based upon Cumulative Gross Sales (as defined in the Lease), in the following fashion:
For Cumulative Gross Sales in excess of $4,999,999, but not more than $6,999,999, the Lessee shall pay the City six percent (6%) of all such Gross Sales (as defined in the Lease).

In addition to the above, when Cumulative Gross Sales are in excess of $6,999,999, the Lessee shall pay the City seven percent (7%) of all such Gross Sales.

- **TAXES/UTILITIES**: The Lessee shall be responsible for paying all applicable taxes and utilities in connection with its use of the Premises.

- **REAL ESTATE TAXES**: The Lessee shall pay real property taxes assessed on the Premises.

- **COMMON AREA MAINTENANCE**: Commencing on the first day of the Operating Period, the Lessee shall pay to the City ten dollars ($10) per sq. ft. of the Premises for common area maintenance and other Pier expenses each Fiscal Year during the Term.

- **CITY IMPROVEMENTS**: The City shall contribute an amount not to exceed two million five hundred thousand dollars ($2,500,000) for the design, construction administration (including required inspections), permits, and construction of the building (that will include the shell of the Premises and administrative office space for City use with air conditioning, heating, electric, and plumbing to the walls).

- **DESIGN OF BUILDING**: The City shall be responsible for the design of the building located on the Pelican Parking Lot that will include the Premises, the administrative office space and the interior of the Premises, with input from the Lessee. The City will use W Architecture, the Pier approach architect, to ensure the design of the Premises is appropriate for The Pier.

- **LESSEE IMPROVEMENTS**: After execution of the Lease, the City (including any designated representatives of the City), the Lessee (including any designated representatives of the Lessee), W Architecture, and Skansa shall meet on a weekly basis to discuss the interior improvements and develop the TI Plan, as defined in the Lease. The TI Plan shall describe the interior finish and tenant improvements, trade fixtures needed for the Lessee’s operations, a budget, and any other necessary information needed to complete a fully operational restaurant. On or before July 16, 2018, the Lessee shall approve the final TI Plan including the final budget set forth therein. The Lessee shall be responsible for paying all costs and expenses identified in the final TI Plan to the City, who will utilize such funding to pay Skansa, W Architecture, and other entities who provide work and services related to the interior improvements set forth in the final TI Plan.

- **CITY MAINTENANCE**: Commencing on the first day of the Operating Period, the City will maintain exterior roofing, exterior walls, and provide replacement (but not maintenance) of HVAC systems at the end of their useful life, subject to the Lessee, as a part of normal operations of the Premises, performing annual maintenance/inspections of subject operating systems.
• **LESSEE MAINTENANCE:** The Lessee shall, at its cost and expense, maintain the interior and exterior of the Premises, and all improvements located thereon, in good order and repair, in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements. The Lessee will enter into and provide annual maintenance contracts on the HVAC system, elevators and pest control.

• **PARKING:** The Lessee shall have the right to the exclusive use of up to five (5) parking spaces for employee parking at a location mutually agreed upon, at the established parking rates for The Pier.

• **INSURANCE:** The Lessee will maintain a commercial general liability policy on an occurrence basis with at least a $1,000,000 per occurrence limit and $2,000,000 aggregate limit, protecting the City against all claims or demands that may arise or be claimed on account of the Lessee's use of the Premises.

The Lease, which has been executed by the Lessee, is in compliance with Section 1.02 (c)(1) of the City Charter, Park and Waterfront Property, which permits City Council approval of a ten (10) year lease term for Waterfront and Park property designated on the City Park and Waterfront Map as having a lease term limitation of ten (10) years or less, with approval by an affirmative vote of at least six (6) members of City Council.

In accordance with the Pier Management Agreement, Colliers is not being paid a commission for this Lease.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with DF St. Pete, LLC d/b/a Doc Ford's Rum Bar & Grill, a Florida limited liability company, for the development and operation of a restaurant on the Pelican Parking lot within the new St. Pete Pier™ for a ten (10) year term with an annual base rent of $270,000, excluding taxes, plus percentage rent and common area maintenance charges commencing upon operations, and to execute all other documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Lease and Resolution

**APPROVALS:** Administration: N/A

Budget: N/A
LEASE AGREEMENT
BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA
AND
DF ST. PETE, LLC
D/B/A DOC FORD'S RUM BAR & GRILL
City as Owner/Lessor L-6240

THIS LEASE AGREEMENT ("Lease"), made and entered into this ___ day of April, 2018, by and between the CITY OF ST. PETERSBURG, FLORIDA, a Municipal Corporation, existing by and under the laws of the State of Florida, ("City"), whose post office address is P.O. Box 2842, St. Petersburg, Florida 33731-2842, and DF ST. PETE, LLC D/B/A Doc Ford’s Rum Bar & Grill, a Florida limited liability company, ("Lessee"), whose post office address is C/O HM Restaurant Group, 17100 Safety Street #201, Fort Meyers, 33908, (collectively "Parties").

WITNESSETH:

WHEREAS, the City is currently constructing the new St. Pete Pier™ ("Pier"), which is depicted in Exhibit "A"; and

WHEREAS, upon completion of the Pier there will be a building located on the Pelican Parking Lot, as defined herein, within the Pier that will include restaurant space and Pier administrative office space; and

WHEREAS, the restaurant space will consist of approximately 10,000 square feet, of which approximately 6,000 square feet is air conditioned and 4,000 square feet is covered open air seating (collectively "Premises"), which is depicted in Exhibit "B"; and

WHEREAS, the City desires for an experienced restaurant operator to operate a restaurant on the Premises and be responsible for the interior build out; and

WHEREAS, the City desires to enter into a lease agreement prior to the completion of the Pier to allow sufficient time for the Lessee to perform tenant improvements in conjunction with the construction of the Pier; and

WHEREAS, in August 2017, City Administration directly, and its Manager, as defined herein, approached multiple restaurant operators regarding the opportunity to operate a restaurant within the Pier and requested that if the restaurant operators were interested in operating a restaurant to submit proposals by October 13, 2017; and

WHEREAS, the City received two proposals from restaurant operators ("Proposals"); and

WHEREAS, upon review of the Proposals the City issued a Public Notice acknowledging receipt of the Proposals and inviting alternative proposals with a deadline of 10:00 A.M. local time, on December 12, 2017 ("Public Notice"); and

WHEREAS, the Public Notice was advertised in the Tampa Bay Times on November 12, 2017 and in The Bulletin News on November 16, 2017; and
WHEREAS, the City received one alternative proposal by the deadline set forth in the Public Notice; and

WHEREAS, in January 2018, the City’s Mayor selected the Lessee to operate a restaurant on the Premises; and

WHEREAS, Lessee represents that it possesses the skills, experience, and resources, including financial resources, necessary to perform all the obligations set forth in this Lease; and

WHEREAS, the Parties have agreed to the terms and conditions set forth in this Lease for the leasing of the Premises by Lessee.

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

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

2. **DEFINITIONS:** The following terms shall have the meaning ascribed to them below:

2.1. "Additional Rent" means any and all amounts due to City pursuant to this Lease that are not included in Base Rent or Percentage Rent, including but not limited to real property taxes as set forth in paragraph 12, CAM, as defined herein, costs as set forth in paragraph 7, Late Fees as set forth in paragraph 6.4, all other taxes and fees payable to the City as set forth in paragraph 12, as well as any other miscellaneous money due to the City under this Lease.

2.2. "Base Rent" means all money due to the City that is fixed in an absolute amount for the Term of this Lease, plus all applicable sales tax on said money, as set forth in paragraph 6.1.

2.3. "City Charter" means Chapter 15505, Laws of Florida, 1931, as amended and as converted into an ordinance by Ordinance 118-F of the City, as amended.

2.4. "Common Area" means all real property (including easements, licenses, and all rights of any kind regarding real property) within the Pier, together with all personal property located within or appurtenant to any Common Area, except for any real property within the exclusive control of a lessee or licensee by virtue of an agreement executed between the City and said lessees or licensees as well as all personal property associated with such.

2.5. "Due Date" means the fifteenth (15th) day of each month.

2.6. "Effective Date" means the date the Mayor or his designee has executed this Lease.

2.7. "Fiscal Year" means that period from October 1st to September 30th.

2.8. "Gross Sales" means the entire amount of the actual sale price, whether for cash, credit or otherwise, of all sales of goods and services and all other income and receipts whatsoever of all business conducted at, on or from the Premises, as reported on the Lessee’s Florida Department of Revenue Form 15 ("DR-15") or any subsequent
replacement form utilized for reporting taxable sales to the State of Florida.

2.8.1. Notwithstanding what is reported on the DR-15, Gross Sales shall include, without limitation:

2.8.1.1. mail, telephone, facsimile, internet, electronic, video and computer orders, and orders by means of other technology-based systems whether now existing or hereafter developed, and other orders received, placed or filled at the Premises,

2.8.1.2. deposits not refunded to purchasers,

2.8.1.3. orders taken at the Premises although filled elsewhere,

2.8.1.4. gross receipts from vending and game machines (not to be construed to authorize vending or game machines unless specifically set forth in this Lease, or an amendment thereto),

2.8.1.5. sale price of gift and merchandise certificates,

2.8.1.6. payments from other parties for shelf or advertising space at or respecting the Premises,

2.8.1.7. the full value of all consideration other than money received,

2.8.1.8. all other gross income or receipts from any business or operation at, on or from the Premises, and

2.8.1.9. Gross Sales by any sublessee, concessionaire or licensee.

2.8.2. Notwithstanding what is reported on the DR-15, Gross Sales shall not include (but Lessee shall keep separate records therefore as part of Lessee Records, as defined below):

2.8.2.1. returns to shippers or manufacturers,

2.8.2.2. proceeds from the sale of used trade fixtures,

2.8.2.3. any cash or credit refunds upon any sale made at, on, or from the Premises where the merchandise is returned by the purchaser,

2.8.2.4. any sales or excise tax imposed by any duly constituted governmental authority (provided that no income or franchise tax, capital stock tax, tax based upon gross receipts, assets or net worth, or similar tax shall be deducted from Gross Sales), and

2.8.2.5. the exchange of merchandise between the stores and warehouses of Lessee, if any, where such exchange of merchandise is made solely for the convenient operation of the business of Lessee and not for the purpose of consummating a sale that has theretofore been made in or from the Premises or for the purpose of depriving City of the benefit of a sale that otherwise would be made in or from the Premises.
2.8.3. Gross Sales shall not be reduced to allow for any uncollected or uncollectible amounts or reserves therefore, nor for cost of products or services sold, or other costs, charges or expenses of purchasing, financing, selling, transportation, overhead or taxes except as expressly provided herein.

2.8.4. Gross Sales shall not be reduced by trade-ins and the sale price of the item sold for purposes hereof layaway, credit and installment sales shall be included in the month in which the goods or services are delivered or provided, or in which any portion of the payment is received, whichever first occurs, regardless of when or whether full payment is received.

2.9. "Manager" means Colliers Arnold, Inc. d/b/a Colliers International Tampa Bay Florida or any successor manager retained by the City. For purposes of any provisions of this Lease indemnifying Manager, the term "Manager" shall include Manager's present and future partners, officers, directors, shareholders, employees, agents, successors and assigns.

2.10. "Operating Period" means the period commencing at 12:01 A.M. on the latter of (i) the opening day of the Pier, or (ii) thirty (30) days following delivery of the Premises with the interior improvements set forth in the final TI Plan, as defined herein, and continuing throughout the Term.

2.11. "Pelican Parking Lot" means the portion of City owned land described on the Parks and Waterfront Property Map as the Pier Parking Area.

2.12. "Percentage Rent" means all money due to the City tied specifically to the Gross Sales of all business conducted at, on or from the Premises, as set forth in paragraph 6.2.

2.13. "Pre-Opening Period" means the period commencing on the Effective Date and ending on the first day of the Operating Period.

2.14. "Rent" means all money of any kind due to the City under this Lease, including Base Rent, Percentage Rent, and Additional Rent.

2.15. "Trade Fixture" means a piece of equipment on or attached to the Premises which is used in the Lessee's trade or business, including but not limited to tables, booths, chairs, decorative light fixtures, kitchen and other restaurant equipment.

3. EXHIBITS: The exhibits attached to this Lease are, by this reference, made a part of this Lease.

4. PREMISES: The City leases to the Lessee, and the Lessee leases from the City the Premises, subject to the terms, provisions, conditions, and limitations set forth in this Lease.

5. TERM, RENEWAL OPTIONS:

5.1. The term of this Lease shall be for ten (10) years commencing on the Effective Date, unless this Lease is earlier terminated as provided herein ("Term"). All terms and
conditions set forth in this Lease shall apply during the Term unless otherwise provided herein.

5.2. Provided that Lessee is in full compliance with this Lease, Lessee may request a new lease with the same terms and conditions (except for Pre-Opening obligations), by giving notice in writing to the City during the following time period: no sooner than thirty (30) days prior to the commencement of the Operating Period and no later than thirty days after the Operating Period commences.

5.3. If the Lessee opts not to request a new lease during the time period set forth in paragraph 5.2 and provided that Lessee is in full compliance with this Lease, Lessee may request a new lease by giving notice in writing to the City during the following time period: no sooner than twelve (12) months prior to the end of the Term and no later than three (3) months prior to the end of the Term. If Lessee requests a new lease during this time period, the Parties shall negotiate the terms and conditions of a new lease; provided, however, that a new lease will include a provision that Lessee may request another new lease at the end of the term of such initial new lease. If an agreement on the terms and conditions of new lease cannot be reached prior to the expiration of this Lease, then this Lease will expire on the last day of the Term.

5.4. The term of this Lease and any new lease is subject to the length of the term limitations of the City Charter.

6. RENT, PERCENTAGE RENT AND ADDITIONAL RENT:

6.1. Base Rent: Commencing on the first day of the Operating Period and continuing until the end of the Term, the Lessee shall pay Base Rent to City in the amount of two hundred eighty-eight thousand nine hundred dollars ($288,900.00) annually. This amount includes two hundred seventy thousand dollars ($270,000.00) plus seven percent (7%) sales tax on that amount. Lessee shall pay Base Rent in equal monthly payments of $24,075.00, by the Due Date, for the month in which the Due Date falls. In the event that the Operating Period does not begin on the first day of the month, then Lessee’s Base Rent for the first month shall be adjusted on a pro rata basis based on the number of days Lessee operates in the first month.

6.2. Percentage Rent: Commencing on the first day of the Operating Period and continuing until the end of the Term, in addition to Base Rent, Lessee shall pay Percentage Rent as follows:

   6.2.1. Percentage Rent shall be due on October 15th of each year of the Term for the Fiscal Year immediately preceding.

   6.2.2. The amount due shall be determined based on the Cumulative Gross Sales. "Cumulative Gross Sales" shall mean the total of all Gross Sales, as reported on the monthly DR-15, for a Fiscal Year. Percentage Rent shall be calculated as follows:

       6.2.2.1. Lessee shall pay no Percentage Rent in any Fiscal Year in which Cumulative Gross Sales do not exceed $4,999,999.
6.2.2.2. For Cumulative Gross Sales in excess of $4,999,999, but not more than $6,999,999, Lessee shall pay the City six percent (6%) of all such Gross Sales.

6.2.2.3. In addition to paragraph 6.2.2.2, for Cumulative Gross Sales in excess of $6,999,999, Lessee shall pay the City seven percent (7%) of all such Gross Sales.

6.2.2.4. The amounts in sub-paragraph 6.2.2 are intended to reflect a full 12 month period of restaurant operation. In the event that the Operating Period begins at any time other than October 1st, then the amounts in this sub-paragraph will be adjusted on a pro rata basis to reflect the relative period of restaurant operations within the operative Fiscal Year. For example, if the Operating Period commences on May 1, then there will only be five (5) months of restaurant operations within the Fiscal Year that ends on September 30, or 41.7% of the year (5 divided by 12, rounded to the nearest tenth). The threshold amounts in this subparagraph, which set the different rates for Percentage Rent, would then be $2,085,000.00 for 6% and $2,919,000.00 for 7% ($4,999,999 and $6,999,999 each multiplied by 41.7%).

6.2.3. All Percentage Rent shall be due and payable without demand or notice and shall include an accounting of the amount of Percentage Rent paid in a form acceptable to the City.

6.2.4. Lessee shall receive a credit towards the annual Percentage Rent due and payable pursuant to this Lease in the amount equal to the real property taxes paid by Lessee pursuant to paragraph 12 of this Lease.

6.3. Additional Rent: All other money to be paid by the Lessee to the City pursuant to this Lease shall be paid as an Additional Rent, which is due and payable by the fifteenth (15th) day of the month following the month in which it was incurred.

6.4. Late Fees: If any Rent is received by the City after the Due Date, Lessee shall pay the City a late fee of one hundred dollars ($100) per day ("Late Fee"), which shall immediately become due and payable. In addition, City may assess a charge equal to the statutory limit allowed by law for any check from Lessee returned to City for insufficient funds. All charges identified in this paragraph shall be payable as Additional Rent.

6.5. Rounding of Rent: All Rent calculated in accordance with this Lease shall be rounded upward to the nearest whole dollar.

6.6. Monthly Reporting: Commencing on the first day of the Operating Period and continuing until the end of the Term, Lessee shall provide to the City without demand or notice by the tenth (10th) day of each month:
6.6.1. An accounting of the previous month's Gross Revenues, percentage calculation, and monthly Rent payment due, in a form approved by the City; and

6.6.2. A copy of the Lessee's DR-15, or any subsequent replacement form utilized for reporting taxable sales to the State of Florida, that was submitted to the State of Florida for the previous month.

6.7. **Payment of Rent**: Rent shall be payable to the City of St. Petersburg and Lessee shall remit such payment to the City, Attention: Manager at the address to be provided by the City to the Lessee on or before the commencement of the Operating Period.

6.8. **Lessee Records**: Commencing on the Effective Date and continuing until the end of the Term, Lessee shall prepare, keep and maintain all books and records with respect to this Lease ("Lessee Records") during the Term and for the retention periods set forth in the most recent General Records Schedule GSI – SL for State and Local Government Agencies. Upon two (2) business days prior written notice to Lessee, the City shall have the right to audit Lessee Records, including but not limited to, Rent records and Lessee shall make the Lessee Records available for examination at the Premises. If the City conducts an audit of the Rent and it is found that the Rent is understated by more than five percent (5%) or the books and records contain any willful inaccuracies, then, in addition to immediately paying City the full amount of the understated Rent plus applicable sales tax, Lessee shall pay to City the cost of the audit. If City conducts two (2) audits during the Term that reveal understatements by Lessee of more than five percent (5%), then the same shall constitute a default of this Lease by Lessee and City shall have the right to terminate this Lease upon notice to Lessee.

7. **COMMON AREA MAINTENANCE**:

7.1. Commencing on the first day of the Operating Period and continuing until the end of the Term, Lessee shall pay the City an amount equal to ten dollars ($10) multiplied by the number of square feet of the Premises for common area maintenance and other Pier expenses ("CAM") costs each Fiscal Year. The City shall, in its sole discretion, determine how to expend the CAM costs paid by Lessee and shall provide such information to Lessee each Fiscal Year. On a monthly basis, Lessee shall pay the City 1/12th of the CAM costs, which shall be collectable as Additional Rent. In the event that CAM costs is owed for a portion of a Fiscal Year but not the entire Fiscal Year, Lessee's CAM costs shall be adjusted on a pro rata basis to reflect the number of months in the Fiscal Year that this Lease is in effect. The CAM costs paid by Lessee pursuant to this Lease shall only be used by the City for Pier CAM purposes. Commencing after the first Fiscal Year Lessee pays CAM costs pursuant to this Lease and continuing until the end of the Term, the City on or before August 1st shall provide Lessee with an estimated budget for the CAM costs to be paid by Lessee pursuant to this Lease for the upcoming Fiscal Year.

7.2. On or before July 1st each year during the Term, the City shall review Lessee's CAM costs based on the proposed Pier operating budget for the upcoming Fiscal Year. Based upon such review, the City may increase Lessee's CAM costs by an amount not to
exceed five percent (5%) each year during the Term. Any increase shall become effective on the 1st day of the new Fiscal Year.

7.3. Lessee shall be responsible for all other expenses associated with the Premises that are not covered by the CAM costs. This shall include, but is not limited to, other taxes, fees, and charges outlined in this Lease.

8. COMMON AREAS:

8.1. **Use of Common Areas.** The Common Areas shall be used by Lessee and Lessee's employees and invitees on a non-exclusive basis in common with employees, residents, visitors and invitees of City and other lessees and licensees. Lessee shall not make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties.

8.2. **Common Area Maintenance and Control.** Commencing on the first day of the Operating Period and continuing until the end of the Term, City shall administer, operate, clean, maintain and repair the Common Areas, and Lessee shall pay CAM costs established by City pursuant to paragraph 7. City reserves the right at all times to determine the nature and extent of all Common Areas, provided that the City's delineation of Common Areas shall not unreasonably interfere with the operation of Lessee's business, and shall have exclusive control and management thereof (except to the extent that other parties own or control portions thereof). City reserves the right to use, permit or deny the use of the Common Areas for any purpose which in City's sole opinion may be in the best interests of the Pier or the City, including, without limitation, promotions, events, exhibits, displays, shows and other activities.

8.3. **Interruption of Services or Use.** City does not warrant that any services to, or any use of, the Common Areas will be free from shortages, failures, variations, interruptions or obstructions caused by repairs, maintenance, replacements, improvements, alterations, changes of service, strikes, lockouts, labor controversies, accidents, inability to obtain services, fuel, steam, water or other utilities or supplies, governmental requirements or requests, or other causes beyond City's reasonable control. None of the same shall be deemed an eviction or disturbance of Lessee's use and possession of the Premises or any part thereof, or render City liable to Lessee for abatement of Rent, or relieve Lessee from performance of Lessee's obligations under this Lease. City in no event shall be liable for damages by reason of such shortages, failures, variations or interruptions, including without limitation loss of profits, business interruption or other special, incidental or consequential damages.

9. USE OF PREMISES AND OPERATING REQUIREMENTS:

9.1. **Use:** Lessee shall use the Premises as a restaurant and bar consistent with the same standards and design of the other restaurants the Lessee owns and operates and themed as Doc Ford's Rum Bar & Grille, and for no other purpose, subject to and in compliance with all other provisions of this Lease, including but not limited to applicable Laws and the Rules and Regulations, as defined herein ("Permitted Use"). Lessee may sell Doc
Ford's Rum Bar & Grille themed merchandise with the same standards and design of the other restaurants the Lessee owns and operates, and themed as Doc Ford's Rum Bar & Grille.

9.2. **Required Hours:** Lessee agrees to continuously operate and conduct its business during the Required Hours, as hereinafter defined, unless otherwise mutually agreed upon by the Parties in writing or required by the Rules and Regulations. "Required Hours" herein shall mean those hours established from time to time by the City for the Pier in general, in City's sole discretion; provided, City shall not require that Lessee open for business before 11:00 a.m. or remain open after 11:00 p.m. Without limiting the generality of the foregoing, City reserves the right to close the Pier on holidays or certain hours of holidays.

9.3. **Required Operations:** Lessee shall conduct its business at all times in a first-class, professional and businesslike manner consistent with reputable business standards and practices. Lessee shall keep the Premises adequately staffed with well-trained personnel for efficient first class service. Lessee agrees that the storage and office space in the Premises shall be limited to that necessary for, and used in conjunction with, the business to be conducted at the Premises pursuant to this Lease.

9.4. **Violation of Requirements:** The Parties agree that Lessee's obligations under this paragraph 9 go to the essence of the Parties agreement hereunder, and that any failure to perform such obligations will result in damages to the City that are extremely difficult and impractical to determine and for which the City's remedies at law will not be adequate. Accordingly, as a fair and reasonable estimate and liquidation of the City's damages and not a penalty, if Lessee fails to perform any obligations under this paragraph 9 during any portion of any day of the Term, Lessee shall pay the City as Additional Rent an amount equal to one hundred dollars ($100.00) per violation. Acceptance by the City of such liquidated damages shall not be deemed permission for the Lessee to continue such violation, and shall not preclude the City from seeking any other remedy (other than damages) for such violation including, without limitation, termination of this Lease.

10. **PRE-OPENING PERIOD OBLIGATIONS:**

10.1. **City Obligations:** Subject to City Council approval, the City shall be responsible for retaining W Architecture and Landscape Architecture, LLC, the Pier approach architect ("W Architecture") to design (i) the building located on the Pelican Parking Lot that will include the Premises and administrative office space, with input from the Lessee and (ii) the interior of the Premises. The City and Lessee shall mutually agree to the floor plan for the interior of the Premises. The City's contract with W Architecture shall provide that the design shall comply with all applicable Laws. Subject to City Council approval, the City shall retain Skanska USA Building, Inc., construction manager for the Pier ("Skanska"), (i) to provide pre-construction services, (ii) to construct the building (that will include the Premises and administrative office space with air conditioning, heating, electric, and plumbing to the walls), and (iii) subject to 10.2, below, to construct the interior of the Premises in accordance with the final TI Plan, as defined herein. The City will
require Skanska to obtain at least three (3) bids for the interior improvements set forth in the final TI Plan. The City shall be responsible for the exterior landscaping. The City’s total budget for the design, construction administration (including required inspections), permits, and construction of the building (that will include the shell of the Premises and administrative office space with air conditioning, heating, electric, and plumbing to the walls) shall not exceed two million five hundred thousand dollars ($2,500,000). The City shall deliver the Premises with the interior improvements set forth in the final TI Plan on or before July 26, 2019. Prior to delivery of the Premises with the interior improvements set forth in the final TI Plan and subject to oversight by Skanska, Lessee shall be granted reasonable access to the Premises.

10.2. Lessee’s Obligations: Commencing the first week after the Effective Date and continuing until Lessee has approved the final tenant improvement plan ("TI Plan"), the City (including any designated representatives of the City), Lessee (including any designated representatives of Lessee), W Architecture, and Skanska shall meet on a weekly basis to discuss the interior improvements and develop the TI Plan. The TI Plan shall describe the interior finish and tenant improvements, Trade Fixtures needed for Lessee’s operations, a budget, and any other necessary information needed to complete a fully operational restaurant. On or before May 21, 2018, Lessee shall sign off on the preliminary TI Plan, including the preliminary budget set forth therein. The City will provide Lessee with the 100% construction documents for the Premises (including interior improvements) by June 18, 2018. On or before July 16, 2018, Lessee shall approve the final TI Plan including the final budget set forth therein. Lessee shall be responsible for paying all costs and expenses identified in the final TI Plan to the City, who will utilize such funding to pay Skanska, W Architecture, and other entities who provide work and services related to the interior improvements set forth in the final TI Plan. The City shall invoice Lessee for such costs and expenses and Lessee shall pay the City within thirty (30) days after receipt of an invoice. The City shall not be responsible or liable for any costs and expenses related to the interior improvements set forth in the final TI Plan. Lessee shall work cooperatively with the City, W Architecture, and Skanska and respond to questions in a timely manner until completion of the interior improvements set forth in the final TI Plan.

11. UTILITIES/SERVICES: Lessee shall pay all costs (including installation, deposits, and usage) for utilities and all other services including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection, if any, associated with its use of the Premises except to the extent that the City, in its sole discretion, elects to expend CAM costs paid by Lessee for utilities and other services described in this paragraph 11.

12. FEES AND TAXES: Lessee shall pay all fees and taxes, if any, levied on the Premises or its contents including, but not limited to, applicable income tax, real property tax, personal property tax, sales tax, and stormwater fees except to the extent that the City, in its sole discretion, elects to expend CAM costs paid by Lessee for fees and taxes described in this paragraph 12. If the Lessee fails to pay all or any portion of the taxes and the City pays all or any portion of the
taxes, Lessee must reimburse the City in full. All charges identified in this paragraph shall be payable as Additional Rent. Lessee shall receive a credit towards annual Percentage Rent due and payable pursuant to paragraph 6 in the amount equal to the real property taxes paid by Lessee pursuant to this paragraph.

13. **CONDITION OF PREMISES:** Lessee shall inspect the Premises and accept the condition of the Premises in an "as is" condition. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use. Notwithstanding the foregoing and without limiting Lessee's obligations set forth in paragraph 14, Lessee shall not be responsible or liable for any latent defects in the construction of the Premises. Nothing herein shall be construed to limit Skanska's obligation to correct punch list items, provide any warranties and perform its other obligations required pursuant the construction manager contract between the City and Skanska.

14. **LESSEE MAINTENANCE OBLIGATIONS:** Except as set forth in paragraph 15, Lessee shall, at its cost and expense, maintain the Premises, and all improvements located thereon, in good order and repair, in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements. Lessee's maintenance obligations shall include but not be limited to the following:

14.1. **Exterior:** All exterior doors and windows, including but not limited to all glass therein, shades, awnings, window coverings, signs, and lights. Any maintenance for the exterior walls (e.g., pressure washing). Lessee shall also be responsible for keeping the exterior of the Premises clear of all debris and litter.

14.2. **Interior:** All walls, ceilings, floors, paint, windows, window glass, window shades and coverings, all partitions, doors, fixtures, equipment and appurtenances thereof, all lighting, electrical equipment, heating, ventilation and air conditioning ("HVAC"), plumbing fixtures and equipment.

14.3. **Service Contracts:** Entering into and providing for annual service contracts (collectively "Service Contracts") including but not limited to the following:

14.3.1. **HVAC:** Contract with a duly licensed air conditioning service company for the maintenance of the HVAC;

14.3.2. **Pest Control:** Contract for monthly pest inspections and treatments. The definition of Pest shall include but is not limited to insect, nematode, rodent, weed, or other life form that is injurious to human health, or interferes with economic activities. Lessee assumes all responsibility for pest control including but not limited to termite extermination;

14.3.3. **Elevator:** Contract for elevator service and maintenance;

14.3.4. **Service Contracts Documentation:** Lessee shall deliver a copy of the Service Contracts to the City on or before the commencement of the Operating Period, and prior to the anniversary date of each year of the Service Contracts, to the address set forth in paragraph 46 of this Lease.
14.4. **Fire Suppression:** Being responsible for all fire suppression systems and equipment including but not limited to the fire sprinkler, fire hood and fire extinguishers and all required inspections and certifications thereof.

14.5. **Security:** Being responsible for protecting the Premises and the property located therein from theft and robbery and shall keep all doors and windows securely fastened when the Premises are not in use.

14.6. **Trash Disposal:** Paying all costs that are not included in the CAM costs, associated with disposal of its garbage, including but not limited to, costs of pick up, containers and deposits.

14.7. **Grease Trap:** Paying all costs and expenses associated with the operation, maintenance, and repair of the grease trap as well as all costs associated with grease disposal.

14.8. **Lessee Duty to Warn:** Lessee shall, at its own cost and expense, maintain the Premises in a safe condition and shall have the duty to warn all persons who enter onto the Premises of any dangerous condition thereon known to Lessee.

15. **CITY REPAIR AND REPLACEMENT OBLIGATIONS:**

15.1. Commencing on the first day of the Operating Period and continuing until the end of the Term, the City shall be responsible for repairs to the exterior roofing and exterior walls (e.g., cracking), and shall provide replacement (but not maintenance) of HVAC systems at the end of their useful life. This is subject to Lessee, as a part of normal operations of the Premises, performing annual maintenance/inspections of subject operating systems. If Lessee discovers as part of its annual maintenance/inspections or otherwise that a repair to the exterior roofing or exterior walls may be necessary, Lessee shall so notify the City in writing. The City shall respond to Lessee within fifteen business days after receipt of such notice with an evaluation of the condition of the exterior roofing or exterior walls and any necessary action plan for making such repair.

15.2. Without limiting Lessee’s obligations set forth in paragraph 14, if the City receives any warranties related to the construction of the Premises, the City shall pursue such warranties to the benefit of the City and Lessee.

16. **EMERGENCY:** Lessee shall immediately notify the City in writing of any dangerous condition discovered by Lessee which may affect the structural soundness of the Premises. If the City fails to respond within forty-eight (48) hours after written notice from Lessee, Lessee may take any action Lessee deems necessary to correct such dangerous conditions, provided that the expenditure for any one such occurrence shall not exceed ten thousand dollars ($10,000) and the aggregate of such expenditures shall not exceed fifty thousand dollars ($50,000) in any Fiscal Year. In the event of an expenditure by Lessee pursuant to this paragraph, Lessee shall, within five business days after such expenditure provide to the City (i) an invoice, and (ii) documentation demonstrating compliance with this Lease related to emergency repairs and that the cost of such repairs were done at a commercially reasonable rate. Within thirty (30) days after receipt of such invoice and required documentation, the City shall reimburse Lessee for such expenditure.
17. **MARKETING, ADVERTISING, AND PROMOTION OF PIER AND LESSEE’S BUSINESS:** Lessee acknowledges that there will be marketing, advertising, and promotion guidelines for the Pier. Once established, the marketing, advertising, and promotion guidelines (the “Guidelines”) shall be attached to this Lease as Exhibit "C". Lessee shall comply with the Guidelines when marketing, advertising, and promoting its business at the Pier. The City shall market, advertise, and promote the entire Pier, which marketing, advertising, and promotions may include a list of businesses, attractions, and events at the Pier. A portion of Lessee’s CAM costs will be utilized by the City for marketing, advertising, and promoting the entire Pier. The City shall have the right by notice to Lessee to amend such Guidelines from time to time and such amended Guidelines shall automatically become part of this Lease.

18. **USE OF PIER LOGO:** Lessee shall obtain City’s prior written consent before utilizing any Pier logo for any purpose, including but not limited to utilizing any Pier logo on merchandise. Lessee’s request to utilize a Pier logo shall be in writing and contain a description of the proposed use of the logo and proposed layout.

19. **SAFETY AND SECURITY DEVICES, SERVICES AND PROGRAMS:** City shall have no obligation to provide any safety or security devices, services or programs for Lessee and shall have no liability for failure to provide the same or for inadequacy of any measures provided. However, City may institute safety or security devices, services and programs for the Common Area as City in its sole discretion deems necessary. The costs and expenses of instituting and maintaining such devices, services and programs for the Common Area shall be borne by Lessee as a part of CAM. The Parties acknowledge that safety and security devices, services and programs provided by City, if any, while intended to deter crime and enhance safety, may not in given instances prevent theft or other injurious acts or ensure safety of parties or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Lessee with respect to Lessee’s property and interests, and Lessee shall obtain insurance coverage to the extent Lessee desires protection against such acts and other losses beyond that described in paragraph 38. Lessee agrees to cooperate in any safety or security program developed by City or as required by Laws.

20. **BOND RESTRICTIONS:** Lessee acknowledges that, to the extent applicable, any bonds, notes or loan agreements utilized to finance construction of or improvements to the Pier or any portion thereof (collectively, the "Bonds") govern the occupancy, use and operation of the Pier, and, to the extent City is bound by the terms and conditions thereof, so shall Lessee be bound. Unless City advises Lessee to the contrary, in the event a conflict arises between this Lease and any restriction existing by virtue of the Bonds, the restrictions existing by virtue of the Bonds, as construed by Bond counsel, will control. Lessee shall be bound, as well, by the direction of Bond counsel, from time to time, with respect to the operation parameters of the Pier and Premises under the Bonds, it being understood, however, that City and Bond counsel shall have an affirmative obligation to advise Lessee with respect to such operating parameters (or changes thereto) as soon as possible in advance of when such operating parameters must be instituted. To the best of the City’s knowledge, there is nothing in the Bonds which prohibits the Permitted Use as provided for in this Lease. In the event there are any restrictions which unreasonably restrict the use of the Premises for the purposes contemplated herein, Lessee may terminate this Lease.
21. **RULES AND REGULATIONS:** Lessee acknowledges that there will be rules and regulations for the Pier. Once established, the rules and regulations (the "Rules and Regulations") shall be attached to this Lease as Exhibit "D". Lessee shall comply with all of the Rules and Regulations. The City shall have the right by notice to Lessee to amend such Rules and Regulations from time to time and such amended Rules and Regulations shall automatically become part of this Lease. Nothing herein shall be construed to give Lessee or any other party any claim against the City arising out of the violation of such Rules and Regulations by any other lessee, licensee, occupant, or visitor of the Pier, or out of the enforcement, modification, or waiver of the Rules and Regulations by the City in any particular instance. The Rules and Regulations shall not unreasonably restrict the Permitted Use.

22. **PARKING:** Commencing on the first day of the Operating Period and continuing until the end of the Term, the City shall provide parking at the Pier for patrons and visitors of the Pier. Pier parking is on a first come first serve basis and established parking rates apply. The Lessee shall have the right to the exclusive use of five (5) parking spaces for Lessee employee parking at a location mutually agreed upon by the Parties. Lessee shall pay the City for use of such spaces at the established parking rates for the Pier, unless otherwise mutually agreed upon by the Parties. The City shall assist Lessee in the development of a parking plan for Lessee’s employees. The City shall not provide any more favorable parking terms to any other lessee of the Pier than to Lessee hereunder.

23. **PROHIBITED USE:** The Premises shall not be used for any use other than the Permitted Use.

24. **SIGNAGE:** Lessee shall have right to install exterior signage, at the sole cost and expense of Lessee. The maintenance of this signage be the sole responsibility of the Lessee. Lessee's signage shall comply with all applicable Laws, including but not limited to the City's sign ordinance as may be amended from time to time and Lessee shall obtain all necessary approvals required pursuant to applicable Laws and the Rules and Regulations.

25. **ENVIRONMENTAL COMPLIANCE:** As of the Effective Date, City is unaware of any violations of any Environmental Laws on the Premises and Lessee shall not be responsible or liable for any Claims related to a violation of any Environmental Laws on the Premises which occurred prior to completion of the interior improvements set forth in the final TI Plan.

25.1. **Definitions:**

25.1.1. "Environment" shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior and/or exterior of any building or improvement and any environmental medium.

25.1.2. "Environmental Condition" shall mean any condition of the environment with respect to the Premises that results from Lessee's possession, use, occupation, construction and/or improvement to or operation of Lessee's business on the Premises.

25.1.4. "Hazardous Material" shall mean without limitation (i) those substances included within the definitions of "Hazardous Substances", "Hazardous Materials", "Toxic Substance", or "Solid Waste" in any Environmental Law; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any materials, waste, or substance which is (A) petroleum, petroleum by products, residuals of petroleum and petroleum degradation by products; (B) asbestos; (C) polychlorinated biphenyl's; (D) flammable explosives; or (E) radioactive materials; and (iv) such other substances, materials, and wastes which are or become regulated or controlled under any Environmental Law.

25.1.5. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material).

25.2. Lessee's Obligation: Lessee shall not use, store, generate, transport, dispose, nor cause the release of any Hazardous Material in or upon the Premises, including but not limited to into any open surface water body, ditch, stream, conduit, storm sewer or sanitary sewer connected thereto or located thereon or knowingly permit any sublessees...
or other persons or entities occupying the Premises to engage in such activities in or upon the Premises. However, the foregoing provision shall not prohibit the use, storage, maintenance, transportation to and from or handling within the Premises of Hazardous Material and other substances customarily used in the operation of the Premises or Lessee's operations, provided: (i) such substances shall be used, stored, maintained, transported, handled and disposed of only in accordance with Environmental Laws, (ii) such substances shall not be released in or upon the Premises in violation of Environmental Laws and the National Fire Protection Association ("NFPA") Code and local fire codes as they may be amended from time to time, and (iii) for purposes of removal and disposal of any such substances, Lessee shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other forms required by the appropriate state or federal environmental authority and hold the City harmless.

25.3. Notification by City: City shall promptly notify Lessee of every demand, notice, summons, or other process received as to any environmental Claims, as defined herein, or legal proceeding that involves Lessee or the Premises.

25.4. Notification by Lessee: Lessee shall promptly notify City of every demand, notice, summons, or other process received as to any environmental Claims or legal proceeding that involves City or the Premises, including: (i) any investigation or cleanup demanded or threatened by any government or regulatory authority with respect to the release of Hazardous Materials in or upon the Premises or the migration thereof to other property; and (ii) any Claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material in or upon the Premises. Lessee shall also promptly notify City of any violation of Environmental Law or incident that may or does result in an illegal release of Hazardous Materials.

25.5. Cleanup and Remediation: If any Hazardous Materials are released at, on or within the Premises by Lessee or any other occupant of the Premises in violation of Environmental Laws, Lessee shall timely notify City and immediately, properly and in compliance with Environmental Laws cleanup and remove the Hazardous Substances from the Premises and any other affected property. Such cleanup and removal shall be at Lessee's sole expense.

25.6. Lessee Indemnity: Lessee shall defend, pay on behalf of, indemnify and hold harmless the Indemnified Parties, as defined herein, from and against all Claims, as defined herein, whether or not a lawsuit is filed, including but not limited to Claims for damage to property (real or personal) or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses and attorney's and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with the violation of any Environmental Laws by Lessee or other occupants of the Premises. The City shall have control over the City's and Lessee's involvement in legal proceedings resulting from an environmental violation and covered by the indemnification agreement contained in this Lease. Lessee's duty to indemnify City shall survive the expiration or earlier termination of this Lease.
Lessee's obligations pursuant to this paragraph shall not apply to Claims related to a violation of Environmental Laws attributable solely to actions taken by the City.

25.7. **Access to Premises:** Lessee shall allow authorized representatives of City or state and federal environmental personnel, at a reasonable time and with reasonable notice, access to the Premises for the following purposes:

- **25.7.1.** Conducting an environmental audit or other inspections of the Premises.
- **25.7.2.** Reviewing and copying of any records that must be kept under any environmental permit.
- **25.7.3.** Viewing the facility, equipment, practices, or operations regulated or required under such permit.
- **25.7.4.** Sampling or monitoring any substances or parameters at any location subject to any environmental permit or federal, state or municipal environmental law or regulation.

25.8. **Survivability:** The provisions of paragraph 25 of this Lease shall survive the expiration or earlier termination of this Lease.

25.9. **No Limitation:** Nothing in this Lease shall be interpreted as limiting the City's ability to seek contribution from any potentially responsible parties for any environmental violation.

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

27. **REPLACEMENT FACILITY:** The City is under no obligation to locate or provide a replacement facility under any circumstances including, but not limited to, indefinite delay in the construction of the Premises, substantial damage to the Premises by fire, flood, hurricane, tornado, earthquake or other form of natural disaster, expiration or termination of this Lease.

28. **DESTRUCTION OF PREMISES:**

- **28.1. Lessee Option:** If Premises are totally destroyed by fire or other casualty or if the Premises are partially destroyed to an extent that the Premises are not suitable, as determined by Lessee's reasonable discretion, for the Permitted Use, then Lessee shall have the option of terminating this Lease upon written notice to City within sixty (60) days after such casualty loss, in which event Rent and all other obligations herein shall cease as of the date of such casualty, and neither City nor Lessee shall have any further obligations or rights hereunder except for any obligations existing at the time of termination, notwithstanding those obligations specifically enumerated to survive expiration or termination of this Lease.
28.2. **City Option:** If within the last year of the Term, the Premises are damaged or destroyed by fire or other casualty, such that the cost to repair is in excess of fifty percent (50%) of the replacement cost and as a result City elects not to rebuild, then City shall have the option to terminate this Lease upon written notice to Lessee within sixty (60) days after the date of such casualty loss, in which event Rent and other obligations herein shall cease as of the date of such casualty, and neither City nor Lessee shall have any further obligations or rights hereunder except for any obligations existing at the time of termination.

28.3. **Citywide Casualty:** In the event there is a citywide casualty that causes substantial damage not just to the Premises, but to other buildings and improvements owned by City, and City decides not to rebuild or restore the Premises, City shall have the option to terminate this Lease upon written notice to Lessee within ninety (90) days after the date of such casualty, in which event Rent and other obligations herein shall cease as of the date of the casualty, and neither City nor Lessee shall have any further obligations or rights hereunder except for any obligations existing at the time of termination.

29. **SUBSTANTIAL DAMAGE:** If the Premises are damaged substantially by fire, flood, nautical mishap, or other cause so as to render the Premises untenable, either party may terminate this Lease without further liability other than those liabilities existing at termination.

30. **CONDEMNATION:** If during the Term, the Premises are condemned or taken in any manner for public use, or if a portion of the Premises are condemned or taken in any manner or degree to an extent that the Premises are not suitable, as determined by Lessee in its reasonable discretion, for the Permitted Use, then in either event Lessee or City may elect to terminate this Lease as of the date of the vesting of title in the condemning authority. As used in this paragraph, a condemnation or taking includes a deed given or transfer made in lieu thereof.

31. **IMPROVEMENTS TO PREMISES:** Except for interior improvements made pursuant to the final TI Plan, Lessee shall not make or permit to be made any alterations, additions, improvements or changes ("Improvements") in the Premises without, in each case, first obtaining the written approval of the City in accordance with this Lease. Such written approval may be conditioned upon a payment and performance bond required pursuant to Section 255.05, Florida Statutes being obtained and provided to the City for such alterations, additions, improvements, or changes. Additionally, Lessee shall obtain all required permits at its sole costs and expense.

32. **OWNERSHIP OF IMPROVEMENTS:** Except for Trade Fixtures and other personal property of Lessee that is not permanently attached to the Premises ("Lessee's Personal Property"), all Improvements, including interior improvements made pursuant to the final TI Plan (not including Trade Fixtures per such plan), made to the Premises by either party shall immediately become the property of the City and shall remain so during the Term of this Lease and upon expiration or earlier termination thereof.

33. **RETURN OF PREMISES:** Lessee shall, on or before the expiration of this Lease, or its earlier termination as provided herein, surrender and deliver up the Premises, broom clean and in good order, condition and repair, less ordinary wear and tear. Lessee may remove all Trade Fixtures and Lessee's Personal Property, and if Lessee does remove all Trade Fixtures and
Lessee's Personal Property, Lessee shall repair any damage caused by such removal. If Lessee fails to make such repairs, City may make the repairs and charge Lessee for its costs. Any Trade Fixtures and Lessee's Personal Property not removed within thirty (30) days after the expiration of this Lease or its earlier termination as provided herein shall be deemed to have been abandoned by Lessee, and may be retained or disposed of by City, in its sole discretion.

34. **RIGHT OF ENTRY:** The City shall have the right, at all reasonable times, to enter, inspect and make such repairs or alterations to the Premises, accompanied by Lessee's authorized representatives, as the City may reasonably desire. The City shall also have the right to post a notice that the Premises is available for leasing at any and all times, up to three (3) months prior to the expiration of the Term. Lessee shall provide an authorized representative upon request by the City.

35. **INDEMNIFICATION:**

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

35.1.1. The ownership, occupancy or use of the Premises by the City or Lessee;

35.1.2. The performance of this Lease (including future changes and amendments thereto) by Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers, including but not limited to the Lessee's duty to maintain and warn of dangerous conditions located on the Premises and known to the Lessee;

35.1.3. The failure of Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

35.1.4. Any negligent act or omission of the Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

35.1.5. Any reckless or intentional wrongful act or omission of the Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers.
35.2. **Insurance Obligations:** The provisions of this paragraph are independent of, and shall not be limited by, any insurance obligations in this Lease, and shall survive the expiration or earlier termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination. The purchase of insurance coverage required by this Lease, or otherwise, shall not relieve Lessee of any duties set forth in this paragraph.

35.3. **Limitations:** Lessee's obligations pursuant to this paragraph 35 shall not apply to Claims arising from the City's sole negligence.

### 36. DISCLAIMERS:

36.1. **Risk of Loss:** Lessee shall store its property and shall occupy the Premises at its own risk.

36.2. **Lessee's Staff Property Damage:** The City shall not be responsible or liable at any time for any damage to Lessee's staff property regardless of the cause, unless such damage is due to the City's negligence or wrongful act.

36.3. **Acts or Omissions of Third Parties:** The City shall not be responsible or liable to Lessee for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

36.4. **Notice of Claim:** Lessee shall give prompt notice to the City in case of fire or accidents or other casualties on or about the Premises.

36.5. **Defects and Damage:** The City and its respective agents and employees shall not be responsible or liable at any time for (a) any defects, latent or otherwise, in any of the equipment, machinery, utilities, appliances or apparatus at or within the Premises, or (b) for any loss of life, or injury or damage to any person or to any property or operation of Lessee or those claiming by, through or under Lessee, caused by, or resulting from, the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or caused by or resulting from, acts of God or the elements or the failure of any public utility in supplying utilities to the Premises, or (c) any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of the Premises or of any improvements to the Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein by any other person or by or from the acts of negligence of any occupant of the Premises.

### 37. LIMITATION OF LIABILITY:

In no event shall City be liable for any loss of use, loss of time, inconvenience, lost profits or other special, incidental or consequential damages in any way related to or arising from this Lease, including, without limitation, any special, incidental or consequential damages alleged or claimed to be related to or arising from any default by City
under this Lease or City's operation, management, leasing, repair, renovation, construction, or alteration of the Pier or Premises.

38. **INSURANCE:**

38.1. Upon completion of the interior improvements set forth in the final TI Plan and continuing until the end of the Term, the Lessee shall obtain and maintain at Lessee's cost, the following insurance, written by a firm that is authorized to conduct operations in the State of Florida; and rated "A-" or better by a rating agency such as A.M. Best or its equivalent. The policy or policies shall have following minimum coverages and limits:

38.1.1. Commercial General Liability policy on an occurrence basis with at least a $1,000,000 per occurrence limit and $2,000,000 aggregate limit. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to products and completed operations, personal injury, and contractual liability under this Lease, protecting the City and the Manager against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises.

38.1.2. If any automobiles are operated by Lessee for business purposes at the Premises, Automobile Liability insurance with a minimum combined single limit of $1,000,000. Coverage shall include bodily injury and property damage liability arising out of the ownership or use of any automobile, including owned, non-owned, and hired automobiles.

38.1.3. Workers Compensation insurance policy in compliance with the laws of the State of Florida.

38.1.4. Employer's Liability insurance policy with minimum limits of $100,000 per accident, $100,000 per employee for disease, and $500,000 for all disease.

38.1.5. Liquor Liability insurance coverage of not less than $1,000,000 per occurrence.

38.1.6. Business Income insurance insuring that all sums payable under this Lease, including but not limited to Rent, shall be paid to the City if the Premises are destroyed by a peril which is insurable under an ISO Business Income coverage form or other form agreeable to the City. Coverage shall not be required for perils of wind or flood.

38.2. Lessee shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all coverages within forty-eight (48) hours after the interior improvements set forth in the final TI Plan are completed and at each subsequent policy renewal. At the City's request, Lessee shall provide the City with a copy of each policy required by this Lease.

38.3. All policies, with the exception of Workers Compensation, shall name the City of St. Petersburg and Manager as an "Additional Insured" under the policy, provide
contractual liability coverage, shall be primary and non-contributory to any insurance maintained by the City, and provide that they shall not be subject to cancellation or any material change which would or could affect the City except for a minimum of thirty (30) days prior written notice to the City at the address set forth in paragraph 46 of this Lease.

38.4. Lessee shall be responsible for securing, at its own expense, whatever insurance coverage it may desire on the contents of the Premises.

38.5. The insurance coverages and limits are set at the sole discretion of the City and are subject to change or revision as the need arises. The City may, at its sole discretion, change or increase the required insurance coverage and limits from time to time and shall provide thirty (30) days' notice to Lessee. Failure of the Lessee to comply with any changes or increases within thirty (30) days of receipt of written notice from the City shall be considered a default of this Lease. Approval by the City of any certificate of insurance does not constitute verification by the City that the insurance requirements have been satisfied or that the insurance policy shown on the certificate of insurance is in compliance with the requirements of this Lease. The City reserves the right to require a certified copy of the entire insurance policy including endorsements. When requested by the City, Lessee shall, within ten (10) days of request, provide copies of current policies.

38.6. Lessee 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.

38.7. Commencing on the Effective Date and continuing until the interior improvements set forth in the final TI Plan are completed, Lessee shall only be required to obtain and maintain, at Lessee's cost, the types and amounts of insurance set forth in subparagraph 38.1.3 and subparagraph 38.1.4, above, unless otherwise required by the City’s Risk Management Department. The requirements set forth in subparagraphs 38.2, 38.3, 38.4, 38.5 and 38.6 shall apply during this time period.

38.8. Any permitted sublessee under this Lease or other persons contracting with the Lessee shall maintain the following minimum insurance coverages and limits unless otherwise required by the City’s Risk Management Department:

38.8.1. **Commercial Liability:** Commercial General Liability policy on an occurrence basis with at least a $1,000,000 per occurrence limit and $2,000,000 aggregate limit. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to products and completed operations, personal injury, and contractual liability under this Lease, protecting the City and the Manager against all claims or demands that may arise or be claimed on account of the sublessee’s or contractor’s use of the Premises.

38.8.2. **Automobile Liability:** If the sublessee’s or contractor’s operations include the use of automobiles, Automobile Liability insurance with a minimum
combined single limit of $1,000,000. Coverage shall include bodily injury and property damage liability arising out of the ownership or use of any automobile, including owned, non-owned, and hired automobiles.

38.8.3. Worker's Compensation: Workers' Compensation Insurance in compliance with the laws of the State of Florida.

38.8.4. Employer's Liability: Employer's Liability coverage with minimum limits of $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

38.8.5. Personal Property: Any insurance coverage sublessee may desire on its contents on the Premises.

38.9. All of the sublessee's or contractor's policies, with the exception of Workers Compensation, shall name the City of St. Petersburg, Manager, and the Lessee as an "Additional Insured" under the policy, provide contractual liability coverage, shall be primary and non-contributory to any insurance maintained by the City, and provide that they shall not be subject to cancellation or any material change which would or could affect City except for a minimum of thirty (30) days prior written notice to City at the address set forth in paragraph 46 of this Lease.

39. LIENS:

39.1. No Liens. Neither Lessee nor anyone claiming by, through or under Lessee shall have the right to file or place any mechanic's or materialman's lien or other lien of any kind or character whatsoever upon the Premises, the interior improvements set forth in the final TI Plan, or Improvements thereon or upon the interest of Lessee herein.

39.2. City's Lien. The City shall have a lien against the Trade Fixtures, Lessee's Personal Property, and all goods, equipment, furniture and other personal property of Lessee kept on the Premises at any time during the Term, in the aggregate amount of all fees, damages and the sums that may at any time be owed by the Lessee to the City under this Lease. The City, in the event of any default by the Lessee, may foreclose the lien. In that event, the Lessee shall be obligated for all court costs and reasonable attorney(s) fee(s).

40. DEFAULT:

40.1. Default by Lessee.

40.1.1. Events of Default. Subject to Lessee's right to notice and opportunity to cure specified in paragraph 40.2 of this Lease, Lessee shall be deemed to be in default of its obligations under this Lease upon the occurrence of any of the following:

40.1.1.1. Lessee's failure to pay Rent or any other sums due under this Lease within fifteen (15) days after the date such payment is due;
40.1.1.2. Lessee's failure to perform any covenant, promise or obligation contained in this Lease;

40.1.1.3. Lessee's failure to use and operate Premises as set forth in paragraph 9, including non-use of Premises for a period of ten (10) consecutive days, at any time during the Operating Period;

40.1.1.4. The appointment of a receiver or trustee for all or substantially all of Lessee's assets;

40.1.1.5. Lessee's voluntary petition for relief under any bankruptcy or insolvency law;

40.1.1.6. The filing of an involuntary petition for relief under any bankruptcy or insolvency law that is not dismissed within sixty (60) days of filing.

40.1.1.7. The sale of Lessee's interest under this Lease by execution or other legal process;

40.1.1.8. The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of Lessee used in or incident to the operation of the Premises;

40.1.1.9. Lessee making an assignment of this Lease for the benefit of creditors;

40.1.1.10. Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited under this Lease;

40.1.1.11. Lessee doing or permitting to be done anything that creates a lien upon the Premises and shall fail to obtain the release of any such lien or bond off any such lien as required herein;

40.1.1.12. Lessee's default of paragraph 25 of this Lease.

40.2. Remedies for Default; Right to Cure.

40.2.1. Non-monetary Defaults; Right to Cure. "Emergency" shall mean that threat of imminent injury or damage to persons or property or the imminent imposition of a civil or criminal fine or penalty. Provided the default does not involve an emergency that must be addressed in a shorter time frame, Lessee shall have a period of 30 days after notice from City of a non-monetary default in which to cure the default. The City may extend this cure period if the default is of a nature that it cannot be completely cured within such cure period provided that Lessee commences to cure such default within such thirty (30) day period and thereafter diligently
and continuously proceeds to cure the default; provided, however, the City may pursue any or all of its remedies if the curative period exceeds 90 days.

40.2.2. Statutory Notices for Monetary Defaults. The notices of defaults to be given under this section may be the same as the notice required under Chapter 83, Florida Statutes, or any successor statute, and this Lease shall not be construed to require City to give two separate notices to Lessee before proceeding with any remedies.

40.3. City's Options upon Default by Lessee. In the event Lessee is in default and fails to cure as required by this Lease, the City may exercise the following options:

40.3.1. Terminate Lessee's right to possession under this Lease, reenter, take possession of the Premises and lease or attempt to lease the Premises on behalf of Lessee, at such rental, and upon such terms and conditions as City may, in the exercise of City's reasonable discretion, deem best under the circumstances for the purpose of reducing Lessee's liability. City shall not be deemed to have thereby accepted a surrender of the Premises and Lessee shall remain liable for all rental and other charges due under this Lease and for all damages suffered by City because of Lessee's default of any of the covenants of this Lease. At any time during such repossession or re-let, City may, by delivering written notice to Lessee, elect to exercise its option under the following paragraph to accept a surrender of the Premises, terminate and cancel this Lease and retake possession and occupancy of the Premises on behalf of City.

40.3.2. Declare this Lease to be terminated, and reenter and take possession of the Premises by any lawful means, whereupon the Term hereby granted and all right, title, and interest of Lessee in the Premises shall terminate. Such termination shall be without prejudice to City's right to collect from Lessee any Rent or other charges or sums that have accrued prior to such termination, together with all damages suffered by City because of Lessee's default of any covenant contained in this Lease. Notwithstanding the foregoing, upon such termination and re-entry by City, Lessee and City shall be forever released from any and all further obligations hereunder, notwithstanding those obligations specifically enumerated to survive expiration or termination of this Lease.

40.3.3. Exercise any and all rights, remedies, and privileges that City may have in law or equity, or in this Lease, except that under no circumstances shall City be entitled to accelerate payment of any Rent due hereunder. All such remedies shall be cumulative and non-exclusive.

40.3.4. Lessee shall execute all documents reasonably requested by the City to provide verification of any termination.
40.4. **Default by City.** City shall be in default under this Lease if the City fails to substantially perform any of its obligations or materially defaults any of its covenants contained in this Lease and said failure or default continues for a period of thirty (30) days after written notice from Lessee to the City. This thirty (30) day period shall be extended for such reasonable period of time as is necessary to cure the default, if the alleged default is not reasonably capable of cure within the thirty (30) day period and the City commences and continues diligently to cure said default.

41. **ASSIGNMENT OR SUBLEASE:**

41.1. **Assignment**

41.1.1. **Consent of the City.** Lessee shall not delegate performance nor assign this Lease or any of its rights under this Lease without first receiving the authorization of the City Council, which shall be granted or withheld in the City Council’s sole and absolute discretion. Any such purported delegation or assignment shall be null and void and shall constitute a default of this Lease. Any purported involuntary assignment of this Lease or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing business entity), consolidation, dissolution, reorganization, transfer of the Lessee or controlling interest in the Lessee, or court order effectuating such assignment or any other method, shall be null and void and shall constitute a default of this Lease unless such underlying transaction is approved by the City Council which approval shall be in the sole discretion of the City Council.

41.1.2. **Assumption and Release.** Upon a permitted assignment under this paragraph, the assignee shall assume all rights and obligations of Lessee under this Lease. Any assignee of Lessee shall deliver to the City an assumption agreement in a form reasonably satisfactory to the City within ten (10) days after approval by the City Council of such assignment. Notwithstanding anything to the contrary contained in this Lease, upon a permitted assignment of this Lease, the assigning Lessee’s liability under this Lease shall not terminate.

41.2. **Sublease.** Lessee shall not have the right to sublease or otherwise dispose of the Premises or this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without the City Council’s prior written consent which shall be granted or withheld in the City Council’s sole discretion. Any purported sublease or other disposition which is not authorized by the City Council shall be void and shall be deemed a default of this Lease and cause for immediate termination.

42. **NON-APPROPRIATION:** The obligations of the City as to any funding required pursuant to this Lease shall be limited to an obligation in any given year to budget and appropriate 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 Lease.

43. **LESSEE ENTITY:** Lessee shall do all things necessary to comply with all the legal requirements to be a business entity authorized to operate within the State of Florida, including but not limited to active registration with the Florida Division of Corporations. If Lessee is a foreign entity, it shall also do all things necessary to comply with all the legal requirements to be a business entity authorized to operate in its state of domicile, including but not limited to required registrations and filings with that state. Should Lessee at any time fail to be in compliance with those legal requirements, said failure shall constitute a default of this Lease.

44. **CURRENT OFFICERS:** Lessee shall provide the City with the name, title, address and telephone number of all of the organization’s officers and directors in writing, within thirty (30) calendar days of their election or appointment to office. Should any of the officers or directors reside at more than one residence, all addresses and telephone numbers shall be supplied to the City.

45. **SUCCESSORS AND ASSIGNS:** This Lease shall be binding on the Parties and their successors and assigns.

46. **NOTICES:** Any notice, demand, request, or other instrument which may be or is required to be given or delivered under this Lease shall be in writing and shall be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally-recognized overnight courier, all charges prepaid, at the addresses of the City and Lessee as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

**LESSEE**
DP St Pete LLC
C/O HM Restaurant Group
Attn: Susan Donisi
17100 Safety Street #201
Ft. Myers, FL 33908

**CITY**
City of St. Petersburg
Real Estate & Property Management
P.O. Box 2842
St. Petersburg, Florida 33731-2842

Refer to Real Estate & Property Management File No. L-6240 when making any inquiries to the City concerning this Lease.

47. **RELATIONSHIP BETWEEN PARTIES:** The relationship between the Parties is that of landlord and tenant. In conducting its business hereunder, Lessee shall act as an independent contractor and not as an agent of City.

48. **PERMITS AND LICENSES:** Lessee 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 Lessee’s performance of this Lease. Upon request of the
City, Lessee shall provide the City with written evidence of such permits, licenses, certifications, and approvals.

49. **COMPLIANCE WITH LAWS:** For the purposes of this Lease, "Laws" shall mean all present and future (i) federal, state, and local constitutions, laws, statutes, ordinances, rules, regulations, and codes; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the Laws of the State of Florida; and (iv) regulations and orders of quasi-official entities or bodies (e.g., boards, bureaus and public utilities), as the same may be amended or supplemented from time to time. Laws shall include, without limitation, the bonding requirements of Florida Statute 255.05, Florida Public Records Laws, and the Americans with Disabilities Act of 1990 ("ADA"). Lessee shall use the Premises for the Permitted Use and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease. Commencing on the Effective Date and continuing until the end of the Term, Lessee shall comply with applicable Laws, including but not limited to Laws requiring the Premises to be closed on or during any days or hours; health, safety and building codes; and any permit or license requirements. City makes no representation that the Premises are suitable for Lessee's purposes. Governmental penalties, fines or damages imposed on any portion of the Premises as a result of the acts of Lessee, its employees or agents, shall be paid by Lessee within thirty (30) days after receipt of said notice by Lessee, unless reasonably contested by Lessee.

50. **APPLICABLE LAW, VENUE AND JURISDICTION:** This Lease shall be governed by and be interpreted in accordance with the laws of the State of Florida. 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. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

51. **SEVERABILITY:** Should any section or any part of any section of this Lease be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Lease.

52. **NON-DISCRIMINATION:** Lessee shall not discriminate against anyone in the use of the Premises on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

53. **HEADINGS:** The section headings of the paragraphs of this Lease are inserted herein for convenience and reference only, and shall not be considered or referred to in resolving questions of interpretation.

54. **PARAGRAPH NUMBERS AND CAPTIONS:** The paragraph numbers and captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs.

55. **ENTIRE AGREEMENT:** This Lease and any attachments hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between
City and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon City or Lessee until reduced to writing and signed by City and Lessee.

56. **RECORDING:** The City may, at its absolute discretion, record this Lease in the public records or any other notice in the public record related to this Lease.

57. **NO CONSTRUCTION AGAINST PREPARER OF LEASE:** This Lease has been prepared by the City and reviewed by the Lessee and its professional advisors. The City, Lessee and Lessee's professional advisors believe that this Lease expresses their agreement and that it should not be interpreted in favor of either the City or Lessee or against the City or Lessee merely because of their efforts in preparing it.

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

59. **AMERICANS WITH DISABILITIES ACT OF 1990:** Lessee assumes all responsibility including, but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance of the Premises with all aspects of the ADA and any amendments thereto and regulations promulgated thereunder, including, but not limited to, Title II, Structural and Title III, Programmatic Accessibility Standards, as well as any future amendments with respect to the operation and control of the Premises following completion of the interior improvements made pursuant to the final TI Plan and related to the Permitted Use. Lessee shall not be responsible or liable for Claims alleging that the design or construction of the Premises by the City failed to comply with the ADA in effect at the time the Premises and such interior improvements were completed.

60. **CITY CONSENT AND ACTION:**

60.1. For purposes of this Lease, 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 Lease or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

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

61. **CITY AS A MUNICIPAL CORPORATION:** Nothing contained herein shall be interpreted to require the City to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation; or to take or refrain from taking any action in its capacity as a municipal corporation not specifically required by this Lease.
62. **WAIVER:** The waiver by City or Lessee of any default of any term, covenant, or condition shall not be deemed to be a waiver of any subsequent default of the same or any other term, covenant or condition, nor shall the acceptance or payment of Rent, or other payment be deemed to be a waiver of any such default. No term, covenant or condition of this Lease shall be deemed to have been waived by City or Lessee, unless such waiver is in writing. No surrender of the Premises for the remainder of the Term shall be valid, unless accepted by the City in writing.

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

64. **NUMBER AND GENDER:** Wherever appropriate herein, the singular includes the plural, and the plural includes the singular, and each gender includes each other gender.

65. **MANAGER’S AUTHORITY:** Manager shall have the same power and authority as City under this Lease, unless City directs otherwise and except to the extent inconsistent with the Management Agreement between City and Manager dated June 6, 2017 (in which case such Management Agreement shall govern).

66. **FERS/COMMISSIONS:** The Parties warrant to each other that there is no broker or other individual entitled to any commission by reason of this Lease.

67. **FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (“Permitted Delay”), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.

[The Remainder of This Page is Intentionally Left Blank]

[Signature Pages & Exhibit Follow]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

WITNESSES: (as to Lessee)

[Signature]
Witness Signature

[Typed, Printed or Stamped Name]

[Signature]
Witness Signature

[Typed, Printed or Stamped Name]

LESSEE: DF ST. PETE, LLC

[Signature]
By:

[Typed, Printed or Stamped Name]
Printed Name: MARTIN J. HENRY

[Typed, Printed or Stamped Name]
Title: MANAGER

[Typed, Printed or Stamped Name]
Date: 4/4/2015

(Affix Corporate Seal)
WITNESSES: (as to City)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

CITY: CITY OF ST. PETERSBURG, FLORIDA

Rick Kriseman
As Its: Mayor

ATTEST:

Chan Srinivasa, City Clerk

(City Seal)

REVIEWED:

Bruce E. Grimes, Director
Real Estate & Property Management

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: Assistant City Attorney

APPROVED AS TO FORM:

City Attorney (Designee)

By: Assistant City Attorney

Legal: 369929 FINAL
EXHIBIT "A"
Illustration of Pier
EXHIBIT “B”
Illustration of Premises
EXHIBIT "C"
Marketing, Advertising, and Promotion of Pier and Lessee’s Business Guidelines
EXHIBIT "D"
Pier Rules & Regulations
Resolution No. 2018 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH DF ST. PETE, LLC D/B/A DOC FORD'S RUM BAR & GRILL, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE DEVELOPMENT AND OPERATION OF A RESTAURANT ON THE PELICAN PARKING LOT WITHIN THE NEW ST. PETE PIER™ FOR A TEN (10) YEAR TERM WITH AN ANNUAL BASE RENT OF $270,000, EXCLUDING TAXES, PLUS PERCENTAGE RENT AND COMMON AREA MAINTENANCE CHARGES COMMENCING UPON OPERATIONS, AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") is currently constructing the new St. Pete Pier™ ("The Pier") and upon completion of The Pier there will be a building located on the Pelican Parking Lot within The Pier that will include a restaurant space and Pier administrative office space; and

WHEREAS, the restaurant space will consist of ±10,000 square feet, of which ±6,000 square feet is air conditioned and ±4,000 square feet is covered open-air seating (collectively "Premises"); and

WHEREAS, in August 2017, City Administration and Colliers Arnold, Inc. d/b/a Colliers International Tampa Bay Florida, the Pier Manager, approached multiple restaurant operators regarding the opportunity to operate a restaurant within The Pier and requested that if the restaurant operators were interested in operating a restaurant to submit proposals by October 13, 2017; and

WHEREAS, the City received two (2) proposals for consideration; and

WHEREAS, on November 12, 2017, the City issued a public notification acknowledging receipt of the proposals and inviting alternative proposals with a deadline of 10:00 a.m. local time, on December 12, 2017 ("Public Notice"); and

WHEREAS, the Public Notice was advertised in the Tampa Bay Times on November 12, 2017 and in The Bulletin News on November 16, 2017, and

WHEREAS, the City received one alternative proposal by the deadline set forth in the Public Notice; and
WHEREAS, in January 2018, the Mayor selected DF St. Pete, LLC d/b/a Doc Ford's Rum Bar & Grill ("Lessee") to operate a restaurant on the Pier; and

WHEREAS, the Lessee represents that it possesses the skills, experience, and resources, including financial resources, necessary to perform all the obligations set forth in this Lease; and

WHEREAS, the City and the Lessee have agreed to the terms and conditions set forth in the Lease for the leasing of the Premises by the Lessee; and

WHEREAS, the Lease, which has been executed by the Lessee, is in compliance with Section 1.02 (c)(1) of the City Charter, Park and Waterfront Property, which permits City Council approval of a ten (10) year lease term for Waterfront and Park property designated on the City Park and Waterfront Map as having a lease term limitation of ten (10) years or less, with approval by an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, to execute a Lease Agreement with DF St. Pete, LLC d/b/a Doc Ford's Rum Bar & Grill, a Florida limited liability company, for the development and operation of a restaurant on the Pelican Parking lot within the new St. Pete Pier™ for a ten (10) year term with an annual base rent of $270,000, excluding taxes, plus percentage rent and common area maintenance charges commencing upon operations, and to execute all other documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]

City Attorney (Designee)

Legal: 369957

APPROVED BY:

[Signature]

Alan DeLisle, Administrator

City Development
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: A resolution approving an agreement between the City of St. Petersburg, Florida, ("City") and Earthscape Play Inc. ("Earthscape") to design, fabricate and oversee the installation of children’s playground equipment at the Pier Approach for an amount not to exceed $700,000; authorizing the City Attorney’s office to make non-substantive changes to the agreement; authorizing the Mayor, or his designee, to execute the agreement and all other documents necessary to effectuate this transaction; approving a transfer in the amount of $1,000,000 from the unappropriated balance of the Downtown Redevelopment Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the purchase and installation of the Pier playground equipment; authorizing a supplemental appropriation in the amount of $1,000,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the Pier Approach Project (15377); and providing an effective date. (Engineering Project No. 09227-119; Oracle No. 15377).

Explanation: On March 23, 2017, the City issued Request for Qualifications No. 6414 for Playground Equipment for the Pier Approach. The purpose of the solicitation was to select a playground equipment vendor to work with the Pier Approach design team to design, fabricate and install play equipment that would fit into, and complement, the design of the Pier Approach.

On August 24, 2017, City Council approved Ordinance No. 292-H adopting amendments to the Intown Redevelopment Plan (IRP) to delete reference to “mixed-use transportation facility” and reallocate its $14,000,000 in allowable project cost that can be funded by Tax Increment Financing (TIF), such that up to $10 million may be spent on enhancements to the “Municipal Pier Project” and/or “Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District." The Pinellas County Commission approved the amendments to the IRP and the Interlocal Agreement on September 14, 2017. The Pier Approach project has been designed with the capacity to add a destination children’s playground from funds authorized to be spent as “Enhancements to the Municipal Pier Project” and/or "Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District." The vendor’s final playground design will focus on natural play and learning opportunities in a Florida outdoors-themed environment. On April 25, 2017, the City received nine (9) Statements of Qualifications (SOQs) from the following firms:

1. Advanced Recreational Concepts, LLC
2. Bliss Products and Services, Inc.
3. Dynamo Industries
4. Earthscape Play Inc.
5. Kompan, Inc.
6. Landscapes Structures, Inc.
7. Playmore West Inc.
8. Playpower LT Farmington, c/o Playworx Playsets LLC
9. Topline Recreation Inc.

On May 22, 2017, the SOQs were evaluated by a committee comprised of the following City staff and citizen volunteers:
The SOQs were evaluated based on the following criteria:

- Qualifications and experience of the proposed personnel
- Project approach
- Relevant project examples
- Preliminary design

Following the initial review of the submissions, four firms were shortlisted. The shortlisted firms were:

1. Dynamo Industries
2. Earthscape Play Inc.
3. Kompan, Inc.
4. Landscape Structures, Inc.

The four finalists were invited to make oral presentations on June 22, 2017. Following the presentations, the evaluation committee ranked the firms as follows:

1. Earthscape Play Inc.
2. Kompan, Inc.
3. Landscape Structures, Inc.
4. Dynamo Industries

On September 14, 2017, the Procurement and Supply Management Director authorized a Letter of Agreement between the City and Earthscape to provide conceptual design and coordination services with the Pier Approach design team for a fixed-fee amount of $10,000. The scope included a program narrative, development of a conceptual design in collaboration with City staff and key public stakeholders, development of a proposed list of play features, and a preliminary analysis of the project cost. Meetings were held with the City and design team to develop a design that fits within the unique, active nature-themed design of the Pier Approach and would be a destination in, and of, itself within the City's waterfront. The concept design became the basis for this Agreement.

The not-to-exceed value of the Playground Equipment is $700,000 and will be confirmed during the final design phase and prior to fabrication. The balance of the funding ($300,000) will be used for the purchase of the surfacing material and the installation of the equipment. Skanska will be consulted during final design phase and will be asked to provide a price for the installation which will be included in a future amendment to their CMAR Agreement.

Earthscape is headquartered in Ontario, Canada, and has designed and installed play equipment throughout North America using natural materials and renewable products. Their work includes Florida locations such as Starkey Ranch in Tampa. Each playground is customized to reflect the context and concept of the community in which it is located. Earthscape's concept will use sustainable products such as Black Locust wood, which will not rust, rot or decay, and stainless steel connections.
Recommendation: Administration recommends approving an agreement between the City of St. Petersburg, Florida, and Earthscape Play Inc. ("Earthscape") to design, fabricate and oversee the installation of children's playground equipment at the Pier Approach for a not to exceed amount of $700,000; authorizing the City Attorney's office to make non-substantive changes to the agreement; authorizing the Mayor, or his designee, to execute the agreement and all other documents necessary to effectuate this transaction; approving a transfer in the amount of $1,000,000 from the unappropriated balance of the Downtown Redevelopment Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the purchase and installation of the Pier playground equipment; authorizing a supplemental appropriation in the amount of $1,000,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the Pier Approach Project (15377); and providing an effective date. (Engineering Project No. 09227-119; Oracle No. 15377).

Cost/Funding/Assessment information: Funds will be available after the transfer in the amount of $1,000,000 from the unappropriated balance of the Downtown Redevelopment Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for the purchase and installation of the Pier playground equipment; authorizing a supplemental appropriation in the amount of $1,000,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the Pier Approach Project (15377).

Attachments: Technical Evaluation (4 pages)
Meeting Minutes (3 pages)
Agreement (12 pages)
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
Technical Evaluation
981-61 Playground Equipment for the Pier Approach

Summary Work Statement

The City received nine statements of qualifications for RFQ No. 6414, Playground Equipment for the Pier Approach. The successful offeror will design, fabricate and install a unique, active nature-themed children’s play equipment solution as part of a destination waterfront playground included within the design of the new St. Petersburg. The proposals were received from the following:

1. Advanced Recreational Concepts, LLC
2. Bliss Products and Services, Inc.
3. Dynamo Industries
4. Earthscape Play Inc.
5. Kompan, Inc.
6. Landscapes Structures, Inc.
7. Playmore West Inc.
8. Playpower LT Farmington Inc, c/o Playworx Playsets LLC
9. Topline Recreation Inc.

Evaluation Committee

Evaluation of the statements of qualifications was conducted by:

Raul Quintana, City Architect
Richard Craft, Recreation & Programming Superintendent
David Hugglestone, Senior Capital Project Coordinator
Lael Arango, Director of Education, Great Explorations
Kathy Gustafson-Hilton, Client Liaison & Creative Thinking Facilitator, Hands On! Studio

Evaluation Criteria

The statements of qualifications were evaluated based on the following criteria:

- Qualifications and experience of the proposed personnel
- Project approach
- Relevant project examples
- Ability to achieve originality and a destination playground

Offerors' Profiles

Below are profiles of the offerors and summaries of the strengths and weaknesses as reported after the initial independent review.

Advanced Recreational Concepts, LLC is headquartered in Melbourne, FL, and was incorporated in Florida in 2003. The firm has been in business for 14 years and employs 30 people.

Strengths include: Their depth of experienced personnel; local presence in Florida; visuals and CAD drawings; intent to collaborate on final design; project approach, management and analysis; use of recycled products; and proposed community involvement.
Weaknesses include: Their lack of imagination, creativity and uniqueness; preliminary design; non-use of recycled products; and no project examples were provided that are similar to the beach or salt water environment.

The statement of qualifications has major deficiencies and does not meet the City’s requirements.

**Bliss Products and Services, Inc.** is headquartered in Lithia, Georgia. As a manufacturer’s representative/contractor, they were incorporated in Florida in 1984. The firm has been in business for 33 years and employs 12 people.

Strengths include: Their proposed product representatives have years of experience; prior projects share similar environmental conditions; strong focus on developmentally appropriate and all-abilities play; use of wood; and provided information on recycled materials.

Weaknesses include: Their lack of clarity of the roles of Bliss and the manufacturers; prior projects; process; warranty; project management; and preliminary design.

The statement of qualifications has major deficiencies and does not meet the City’s requirements.

**Dynamo Industries** is headquartered in Ontario, Canada. They have been in business for 18 years and employ 55 people.

Strengths include: They are a manufacturer and a design build company; prior projects in Florida; understanding of unique setting of the Pier Approach; designs proposed to create iconic destination playground for all ages and abilities; proposed project manager who was superintendent for City of Orlando; familiarity with environmental challenges that include salt water; explanation of warranty; proposed completion time; provided a list of proposed high quality products; commitment to collaborative design process with the City and architect; narrative that describes a unique destination playground.

Weaknesses include: Their presentation did not convey a super unique concept and information on how shade was considered; their 60 projects currently in production which may distract from focus and inability to possibly meet bonding requirement.

The statement of qualifications meets the City’s requirements.

**Earthscape Play Inc.** is headquartered in Ontario, Canada. They have been in business for 12 years and employ 50 people.

Strengths include: Their proposed design-build team of designers, engineers and craftsmen; experience in customized play equipment; proposed use of natural material and renewable products; understanding of the unique feature of the site, project and need of signature destination for all ages; prior detailed project examples; proposed design and narrative.

Weaknesses include: Their minimal work completed in Florida, although they will be installing in Starkey Ranch; unfamiliar with environment conditions and proposed completion time of 35 to 40 weeks.

The statement of qualifications meets the City’s requirements.

**Kompan Inc.** was incorporated in Delaware in 1991. The firm has been in business for 26 years and employs 90 people.
Strengths include: Their proposed diverse design-build team and prior projects completed in southern states; ability to do a customized turnkey project; understanding of unique design opportunity; capacity, creativity and willingness to collaborate with the City to create a unique experience; use of child’s sketch concept to completion design images and social responsibility.

Weaknesses include: Their limited information on roles of proposed team; experience on park projects; focus on all-abilities play and vision for this project; narrative and preliminary design.

The statement of qualifications meets the City’s requirements.

Landscape Structures, Inc. was incorporated in Minnesota in 1971. The firm has been in business for 46 years and employs 396 people.

Strengths include: Their awareness of the City’s values; capacity as a large company with large budget projects; proposed experienced, dedicated design-build team, familiar with Florida; project manager worked on projects for the city; case studies provided; specializes in all-abilities play; proposed warranty; demonstration of environmental sustainability efforts; honors and awards received.

Weaknesses include: limited demonstration of creativity for unique destination playground; proposed completion time of 365 days and structures that are not visually appealing.

The statement of qualifications meets the City’s requirements.

Playmore West Inc. is headquartered in Fort Myers, Florida, and was incorporated in 2000. The firm has been providing this service for 17 years and employs 14 people.

Strengths include: Their local presence in Florida; proposed completion in 120 days; experience with unique equipment inspired by nature and collaborating with architects; environmental sustainability commitment; community involvement.

Weaknesses include: Lack of roles of proposed team; completed project and approach; narrative and preliminary design.

The statement of qualifications does not meet the City’s requirements.

Playpower LT Farmington Inc. is headquartered in Missouri and was incorporated in 2005. The firm has been in business for 11 years and employs 15 people.

Strengths include: Proposed delivery in 120 days and discount offered.

Weaknesses include: Submittal of incomplete proposal; lack of information for proposed team; project approach; prior project examples; narrative and preliminary design.

The statement of qualifications does not meet the City’s requirements.

Topline Recreation, Inc. is headquartered in Deltona, Florida and was incorporated in 2011. The firm has been in business for 6 years and employs 5 people.

Strengths include: Their local presence in Florida; experience with municipalities; reasonable completion time of 10 weeks; proposed turf and surface that address possible challenges.

Weaknesses include: Their company’s small size; lack of prior projects completed; project approach; process and narrative.
The statement of qualifications does not meet the City’s requirements.

**Shortlisting and Oral Presentations**

The statements of qualifications were initially evaluated solely on the evaluation criteria established in the RFQ. On May 22, 2017, Advanced, Bliss, Playmore, Playpower and Topline were removed from further consideration. The four finalists were invited to make oral presentations on June 22, 2017, before the evaluation committee for the purpose of clarifications and to ensure a 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>Earthscape Play Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>Kompan, Inc.</td>
</tr>
<tr>
<td>3.</td>
<td>Landscape Structures, Inc.</td>
</tr>
<tr>
<td>4.</td>
<td>Dynamo Industries</td>
</tr>
</tbody>
</table>

**Recommendation for Award**

Earthscape Play Inc. has met the requirements for RFQ No. 6414 and was determined to be the most advantageous for the City, taking into consideration their qualifications, unique approach and vision for a destination playground and the evaluation criteria set forth in the RFQ.

Earthscape Play Inc. was selected for the following reasons:

- Their proposed design-build team of designers, engineers and craftsmen;
- Their experience in customized play equipment;
- Their creativity and imagination;
- Their explanation of proposed use of natural material and renewable products which they presented;
- Their understanding of the unique feature of site, project and need of a signature destination for all ages;
- Their proposed design that included softer colors, water based stain and elements on the seashore that would boost curiosity and allow for engagement by all.

Raul Quintana, Chair
David Hugglestone, Committee Member
Kathy Gustafson-Hilton, Committee Member

Richard Craft, Committee Member
Kael Arango, Committee Member
City of St. Petersburg  
Meeting Minutes  
Procurement and Supply Management

Title: RFQ No. 6414 Playground Equipment for the Pier  
Meeting Date: Monday, May 22, 2017  
Time: 1:30 p.m.  
Place: Municipal Services Center, One 4th Street North, 8th Fl.  
Conference Room 800, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td></td>
</tr>
<tr>
<td>a. Public Comments</td>
<td></td>
</tr>
<tr>
<td>b. Florida’s Open Meeting Law – FS 286.011 [Karen Dewar]</td>
<td></td>
</tr>
<tr>
<td>c. Prohibited Communication - AP #050100 [Karen Dewar]</td>
<td></td>
</tr>
<tr>
<td>d. Chairperson identified – Raul Quintana</td>
<td></td>
</tr>
</tbody>
</table>
| 2. Evaluations of Proposals (Strengths and Weaknesses) | Committee Members: Raul Quintana, David Hugglestone; Richard Craft, Kathy Gustafson-Hilton, Lael Arango  
Advisory Staff: Harold Somarriba, Jason Jensen (absent) WJA ; Karen Dewar  
Two members of the public were present and declined to comment.  
Motion by: Kathy Gustafson-Hilton to remove Playpower from further consideration  
Seconded by: Lael Arango  
Votes: Affirmatives (5)  
Motion by: Kathy Gustafson-Hilton to remove Topline from further consideration  
Seconded by: Lael Arango  
Votes: Affirmatives (5)  
Motion by: Rick Craft to remove Bliss from further consideration  
Seconded by: Kathy Gustafson-Hilton  
Votes: Affirmatives (5)  
Motion by: David Hugglestone to remove Advanced from further consideration  
Seconded by: Kathy Gustafson-Hilton  
Votes: Affirmatives (5) |
| a. Advanced Recreational Concepts, LLC |  |
| b. Bliss Products and Services, Inc. |  |
| c. Dynamo Industries |  |
| d. Earthscape Inc. |  |
| e. Kompan, Inc |  |
| f. Landscapes Structures, Inc. |  |
| g. Playmore West Inc. |  |
| h. Playpower LT Farmington Inc, c/o Playworx Playsets LLC |  |
| i. Topline Recreation Inc. |  |
| 3. Rank/Shortlist/Invite to make oral presentation |  |
Motion by: Kathy Gustafson-Hilton to remove Playmore from further consideration
Seconded by: David Hugglestone
Votes: Affirmatives (5)

Motion by: Kathy Gustafson-Hilton to invite Earthscape to present
Seconded by: Lael Arango
Votes: Affirmatives (5)

Motion by: Lael Arango to invite Dynamo to present
Seconded by: David Hugglestone
Votes: Affirmatives (5)

Motion by: David Hugglestone to invite Kompan to present
Seconded by: Richard Craft
Votes: Affirmatives (4); Opposed (1)

Motion by: David Hugglestone to invite Landscape to present
Seconded by: Lael Arango
Votes: Affirmatives (5)

Motion by: Richard Craft to rank Earthscape 1; Landscape 2; Dynamo 3; and Kompan 4
Seconded by: Kathy Gustafson-Hilton
Votes: Affirmatives (5)

Actions: Clarifications, questions and invitations to be sent to the four companies for presentations/interviews

Meeting adjourned at 3:30 p.m.
City of St. Petersburg  
**Meeting Agenda**  
Procurement and Supply Management

**Title:** RFQ No. 6414 Playground Equipment for the Pier  
**Meeting Date:** Thursday, June 22, 2017  
**Time:** 12:20 p.m.  
**Place:** Lake Vista Recreation Center, 1401 62nd Avenue South, St. Petersburg - Conference Room

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members: Raul Quintana, David Hugglestone; Richard Craft, Kathy Gustafson-Hilton, Lael Arango  
Advisory Staff: Jason Jensen and Harold Somarriba, WJA (absent); Evan VanDerPloeg, WJA; Karen Dewar  
No members of the public were present. |
| a. Public Comments | Motion by: Rick Craft to rank Earthscape 1.  
Seconded by: Lael Arango  
Votes: Affirmatives (5) |
Seconded by: Lael Arango |
Seconded by: Kathy Gustafson-Hilton  
Action: Karen to notify offerors of ranking and Raul to make contact with Earthscape. |
| 2. Evaluations of Proposals – Oral Presentations (Strengths and Weaknesses) – Raul Quintana | Evaluation committee dissolved at 1:35 p.m. |
| a. Dynamo Industries | |
| b. Earthscape Inc. | |
| c. Kompan, Inc | |
| d. Landscapes Structures, Inc | |
| 3. Rank | |
| 4. Clarifications/Questions | |
| 5. Negotiation | |
| 6. Adjournment and Dissolution | |
AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the __________ day of __________, 2018. ("Effective Date"), by and between Earthscape Play Inc. ("Contractor") and the City of St. Petersburg, Florida ("City") (collectively, "Parties").

1. **Contractor Duties.** Contractor shall perform the tasks and provide the equipment and associated documentation set forth in Appendix A of this Agreement ("Scope of Work") upon a written notice to proceed from the City for each of the tasks identified in Appendix A. Without limiting the generality of the foregoing, Contractor shall (i) finalize the concept design that Contractor developed pursuant to a letter agreement between the Parties dated September 14, 2017, (ii) develop a detailed design and rough order magnitude cost estimate for custom playground equipment ("Equipment") for the St. Petersburg Pier Approach, (iii) fabricate and deliver the Equipment to the City, and (iv) oversee the installation of the Equipment. The installed Equipment shall meet the specifications developed by Contractor in the detailed design phase of this Agreement ("Specifications"). Appendix A is attached to this Agreement and made a part hereof.

1. **Schedule.** Contractor shall comply with all applicable deadlines and milestones provided by the City pursuant to Appendix A ("Schedule"). Contractor acknowledges that time is of the essence as to Contractor’s obligation to deliver the Equipment pursuant to the Specifications by May 31, 2019 ("Delivery Deadline").

2. **Agreement Components.**

   A. The agreement components are this Agreement, the appendices to this Agreement, and the following documents, which are made a part hereof by reference ("Other Documents"): 

      i. RFQ No. 6414 dated March 23, 2017 ("Document 1")
      ii. Offeror’s Statement of Qualifications dated May 9, 2017 ("Document 2")
      iii. Letter Agreement between the Parties dated September 14, 2017 for conceptual design and coordination services, along with the deliverables provided thereunder ("Document 3")

   B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, and (iii) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2).

3. **Payment.** Provided Contractor faithfully performs its obligations contained herein and the City has accepted the Equipment furnished and work performed pursuant to this Agreement, the City shall pay Contractor in accordance with the pricing set forth in Appendix B ("Pricing") an amount not to exceed seven hundred thousand dollars
($700,000) ("Maximum Contract Price"), which shall be inclusive of all design and delivery costs, Contractor's warranty obligations, and any out-of-pocket expenses that may be incurred in providing the Equipment and work required under this Agreement (including but not limited to transportation, mileage, lodging, and meals). The Pricing and the Maximum Contract Price may be increased only in strict accordance with this Agreement. Appendix B is attached to this Agreement and made a part hereof. Contractor shall invoice the City upon completion of each item set forth in Appendix B, and the City shall pay each such invoice within thirty (30) days after receipt, provided Contractor is in compliance with the terms and conditions of this Agreement.

4. **Liquidated Damages.** The Parties agree that it would be extremely difficult and impractical under known and anticipated facts and circumstances to ascertain and fix the actual damages the City would incur in the event Contractor fails to deliver the Equipment by the Delivery Deadline. Therefore, Contractor and its surety shall be liable for and shall pay to the City the sums hereafter stipulated as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, for each calendar day of delay beyond the Delivery Deadline until Equipment conforming to the Specifications is delivered, in the aggregate amount of $500 per calendar day. These liquidated damages shall be the City's sole and exclusive remedy for Contractor's delay in delivering the Equipment by the Delivery Deadline.

5. **Term.** The term of this Agreement shall commence on the Effective Date and remain in full force and effect until Contractor has performed its obligations under this Agreement, the City has accepted all Equipment and work performed in accordance with this Agreement, all applicable warranty periods have expired, and Contractor has satisfactorily completed all warranty-related work.

6. **Inspections and Acceptance.**

   A. **Inspection.** The City shall have a right to inspect the Equipment within ten (10) business days after delivery to determine whether the Equipment suffered any transportation-related damage and whether it conforms to the Specifications. Additionally, within a reasonable time not to exceed ten (10) business days after final installation of the Equipment, the City shall have a right to inspect the Equipment to determine whether the installed Equipment meets the requirements set forth in this Agreement.

   B. **Acceptance.** The City shall accept the Equipment if all of the Equipment fully conforms to the Specifications and the requirements of this Agreement, and shall accept all work that conforms to the requirements of this Agreement. The City will notify Contractor of such acceptance in writing.

   C. **Nonconforming Equipment.** The City will give Contractor notification within fifteen (15) business days of the City's receipt of the Equipment of any discovery by the City of non-conformance of any of the Equipment with the Specifications or requirements of this Agreement ("Non-conformance"). Contractor shall correct
the Non-conformance or exchange the defective Equipment with replacement Equipment within a reasonable time mutually agreed to by the Parties, at no additional cost to the City. Contractor’s failure to timely correct any Non-conformance is grounds for the City to reject and return to Contractor any non-conforming Equipment at no additional cost to the City.

7. **Performance and Payment Bond.** In the event the City issues Contractor a notice to proceed with the Task 2 work set forth in Appendix A, Contractor shall furnish a performance and payment bond to the City (in the form required by the City) executed by a surety company duly authorized to do business in the State of Florida. The amount of the performance and payment bond shall be equal to six hundred forty thousand dollars ($640,000), as security to the City for Contractor’s faithful performance of the procurement, fabrication, and delivery of the Equipment and as security for the payment to all persons performing labor and furnishing materials in connection with the procurement, fabrication, and delivery of the Equipment. The surety shall be duly authorized to do business in the State of Florida and have a rating no lower than “A-, VIII” by A.M. Best rating agency or a similar rating agency approved by the City.

8. **Warranties.**

   A. **Scope.** In addition to any other warranties that may exist, including any warranties offered or accepted by Contractor in the Other Documents, Contractor warrants that as of the City’s acceptance of the Equipment, the Equipment shall (i) conform to the Specifications; (ii) be fit for the purpose for which such Equipment is ordinarily employed; and (iii) be free from defects in materials and workmanship for the periods set forth in Appendix A, subject to the exclusions set forth therein. To the extent longer warranty periods are set forth in the Other Documents, such longer warranty periods shall apply.

   B. **Remedy.** In the event the City discovers during the applicable warranty period that the Equipment or any portion or parts thereof was not as warranted, the City shall notify Contractor within ten (10) business days after discovery, and Contractor shall repair or replace the defective Equipment or parts at no cost to the City within a reasonable time mutually agreed to by the Parties. Repaired or replaced Equipment or parts shall be warranted as new Equipment is warranted pursuant to this Agreement.

9. **Termination.**

   A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor. In the event of termination pursuant to this paragraph, the City shall pay Contractor for work performed and any Equipment delivered up to the effective date of termination.

   B. The City may terminate this Agreement upon written notice to Contractor in the event the Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following
notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Contractor with notice of default or an opportunity to cure, if the City determines that the default is impossible to cure or that the Contractor has failed to comply with any of the terms and conditions of this Agreement related to indemnification or insurance coverage.

C. Termination of this Agreement shall act as a termination of the Other Documents.

10. **Indemnification.**

A. Contractor 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:

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

(ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or

(iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, 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

(iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or

(v) Any infringement or alleged infringement of the Equipment, the City's use of the Equipment, or any materials or parts contained in the Equipment upon any copyright, trademark, patent, or trade secret right of any party; or

(vi) Contractor'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 Contractor pursuant to this Agreement or otherwise obtained by Contractor, 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.

11. Insurance.

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

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

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

(ix) 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 Contractor’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. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City’s request, Contractor 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.

F. Contractor 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.

G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.

12. **Title and Risk of Loss.** Title to and risk of loss in the Equipment shall remain with Contractor until the City’s possession and acceptance of the Equipment in accordance with this Agreement.

13. **Clear Title.** Contractor shall deliver the Equipment to the City with clear title and free of all liens, claims, or encumbrances of any kind.

14. **Non-Exclusive Agreement.** This Agreement shall impose no obligation on the City to utilize Contractor for the purchase of all goods of this type which may be needed. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar goods if it deems such action to be in the City’s best interest.

15. **Contract Adjustments.**

   A. Either party may propose additions, deletions or modifications to the Scope of Work set forth in Appendix A or to the Specifications and Schedule (“Contract Adjustments”) in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments shall be effected through amendments to this Agreement made in accordance with this Agreement.

   B. There shall be no increase in the Pricing or the Maximum Contract Price on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.

   C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Work and comply with all other requirements of this Agreement in accordance with the terms and conditions of this Agreement.

   D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no increase in the Pricing or the Maximum Contract Price except pursuant to an amendment to this Agreement made in accordance with this Agreement.

16. **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) business days
following the date mailed by registered or certified mail, postage prepaid, return receipt
requested, or upon the date delivered by overnight courier (signature required) to the
address provided below.

CITY:

City of St. Petersburg
Procurement and Supply Management Department
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7027
Attention: Louis Moore

CONTRACTOR:

Earthscape Play Inc.
7215 Wellington Road 86
Wallenstein, Ontario
Canada N0B 2S0
Phone: 519-804-6854
Attn: Nathan Schleicher

17. 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.

18. Compliance with Laws. Contractor shall comply at all times with all federal, state, and
local statutes, rules, regulations and ordinances, the federal and state constitutions, and
the orders and decrees of lawful authorities having jurisdiction over the matter at issue
(collectively, "Laws"), including but not limited to Florida Public Records laws. Contractor
shall also comply with all applicable City policies and procedures.

19. 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.

20. Force Majeure. In the event that either party hereto shall be delayed or hindered in or
prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) business days of the event causing the Permitted Delay.

21. 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.

22. 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 City Council pursuant to the City Charter or applicable Laws.

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

23. Assignment. Contractor 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.

24. Subcontract. The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.

25. 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.

26. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement express their agreement and that they should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of the Parties' efforts in preparing them.

27. **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.

28. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. 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. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

29. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

30. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them. Any conflicting terms or conditions or any terms or conditions related to attorneys' fees, disclaimer of warranties, or indemnification set forth by Contractor in the Other Documents, an invoice, or any other communication or document are void and of no effect.

31. **Amendment.** This Agreement may be modified only in a writing duly executed by both Parties.

32. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in a 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 Contractor shall not constitute a waiver of the requirement for
obtaining the City’s consent respecting any subsequent action.

33. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

34. **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 Contractor’s warranty obligations and those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

35. **Books and Records.** Contractor 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 Contractor 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.

36. **Public Records.**

   A. Contractor shall (i) keep and maintain public records (as defined in Florida’s Public Records law) required by the City to perform the Scope of Work 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 Contractor’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 Contractor’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 Scope of Work pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor 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 Contractor shall be provided to the City in a
format approved by the City.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR’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 Contractor’s obligations including but not limited to Contractor’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.

EARTHSCAPE PLAY INC.:

By: ____________________________

Print: __________________________

Title: __________________________

WITNESSES

By: ____________________________

Print: __________________________

CITY OF ST. PETERSBURG, FLORIDA:

By: ____________________________

Louis Moore, CPPO, Director
Procurement & Supply Management

ATTEST

City Clerk (Designee)

Provisions of Contract Approved:

By: ____________________________

Print: __________________________

Project Manager

Approved as to Form and Content:

By: ____________________________

City Attorney (Designee)

00370223
(Acknowledgment of Contractor)

State of_____________________
County of____________________ ss:
City of_____________________

The foregoing Agreement was acknowledged before me this ___ day of _____________,
by ____________________________

(Name and Title)
of______________________________ ("Company"), on behalf of the Company. He/She is
personally known to me or has produced ________________________________, as
identification and appeared before me at the time of notarization.

_____________________________ warrants that he/she is authorized by the Company to
execute the foregoing Agreement.

NOTARY PUBLIC:

(SEAL)

_____________________________  
My commission expires: _____________________
RESOLUTION NO. ___

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND EARTHSCAPE PLAY INC. ("EARTHSCAPE") TO DESIGN, FABRICATE AND OVERSEE THE INSTALLATION OF CHILDREN'S PLAYGROUND EQUIPMENT AT THE PIER APPROACH FOR AN AMOUNT NOT TO EXCEED $700,000; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A TRANSFER IN THE AMOUNT OF $1,000,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR THE PURCHASE AND INSTALLATION OF THE PIER PLAYGROUND EQUIPMENT AND OTHER PROJECT RELATED EXPENSES; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,000,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (15377); AND PROVIDING AN EFFECTIVE DATE. (ENGINEERING PROJECT NO. 09227-119; ORACLE NO. 15377).

WHEREAS, the Pier Approach project has been designed with the capacity to add a destination children's playground; and

WHEREAS, on March 23, 2017, the Procurement and Supply Management Department issued Request for Qualifications ("RFQ") 6414 for Playground Equipment for the Pier Approach to select a playground equipment vendor to work with the Pier Approach design team to design, fabricate and install play equipment that would fit in with and complement the design of the Pier Approach; and

WHEREAS, the Procurement and Supply Management Department received nine (9) Statement of Qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the evaluation committee ("Committee") (Raul Quintana, City Architect; Richard Craft, Recreation & Programming Superintendent, David Hugglestone, Senior Capital Project Coordinator, Lael Arango, Director of Education, Great Explorations, Kathy Gustafson-Hilton, Client Liaison & Creative Thinking Facilitator, Hands On! Studio) met
on May 22, 2017 to conduct an initial review of the SOQs and ranked the top four most qualified firms as follows 1) Dynamo Industries (“Dynamo”), 2) Earthscape Play Inc. (“Earthscape”), 3) Kompan, Inc. (“Kompan”), and 4) Landscape Structures, Inc. (“Landscape Structures”), and the Committee moved to invite the four firms to make oral presentations on June 22, 2017; and

WHEREAS, the Committee heard oral presentations on June 22, 2017 and ranked Earthscape as the most qualified firm to work with the Pier Approach design team to design, fabricate and oversee the installation of playground equipment that would fit in with and complement the design of the Pier Approach; and

WHEREAS, the City wishes to contract with Earthscape to work with the Pier Approach design team to design, fabricate and oversee the installation of playground equipment that would fit in with and complement the design of the Pier Approach; and

WHEREAS, on August 24, 2017, City Council approved Ordinance No. 292-H adopting amendments to the Intown Redevelopment Plan (IRP) to delete reference to “mixed-use transportation facility” and reallocate its $14,000,000 in allowable project cost that can be funded by Tax Increment Financing (TIF) such that up to $10 million may be spent on the enhancements to the “Municipal Pier Project” and/or “Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District”; and

WHEREAS, the following funding is needed to complete this project and other project related expenses: i) a transfer in the amount of $1,000,000 from the unappropriated balance of the downtown redevelopment fund (1105) to the general capital improvement fund (3001) to provide funding for the purchase and installation of the pier playground equipment ii) a supplemental appropriation in the amount of $1,000,000 from the increase in the unappropriated balance of the general capital improvement fund (3001), resulting from this transfer to the pier approach project (15377).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the agreement between the City of St. Petersburg, Florida, (“City”) and Earthscape Play Inc. (“Earthscape”) to design, fabricate and oversee the installation of children’s playground equipment at the Pier Approach and other project related expenses for an amount not to exceed $700,000 is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney is authorized to make non-substantive changes to the agreement.

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

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida that there is hereby approved the following transfer from the unappropriated balance of the Downtown Redevelopment Fund (1105) to the General Capital Improvement Fund (3001):
Downtown Redevelopment Fund (1105)
Transfer to: General Capital Improvement Fund (3001) $1,000,000

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the General Capital Improvement Fund (3001):

General Capital Improvement Fund (3001)
Transfer to: Pier Approach Project (15377) $1,000,000

This Resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)

Budget Director

Approved by:

By: (City Attorney or Designee)

Engineering Director
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A Resolution recognizing the donation from the American Academy of Dermatologist in the amount of $250,000 to be used towards the construction of a shade structure at the new St. Pete Pier™; approving a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above donation, to the Pier Visioning Project (Engineering & CID Project No. 09227-019; Oracle Project No. 11988); and providing an effective date.

EXPLANATION: Each year, the American Academy of Dermatologist (“AAD”) receives hundreds of applications from communities, schools and non-profits around the country for funding shade structures to provide a sun safe area for children to play as well as raising skin care awareness. In 2016, the City reached out to AAD to determine if they had any funding for a shade structure as part of the Pier project. In October 2017, the City submitted a proposal to AAD identifying several locations within the Pier District that could be considered for the placement of a sizeable shade structure. On December 13, 2017, the City received a letter confirming AAD’s intent to donate $250,000 for supporting the construction of a shade structure at Spa Beach Park. The location serving Spa Beach was chosen due to it being the area most open and sparest of shade trees capable of accommodating a large enough structure, and one where activities are likely to be encouraged with the reactivation of the beach.

As part of the letter between the City and AAD acknowledging the donation, the City has agreed to design and construct the shade structure to serve the Spa Beach area as well as the following considerations:

- Recognize the donation from AAD at the City Council Meeting accepting the donation.
- Work with AAD to plan a “Skin Cancer, Take a Hike” event.
- Work with AAD to incorporate their curriculum and information into the City’s sun safety programs through the City Wellness program and Summer Play Camps.
- Work with AAD on appropriate announcements, recognition opportunities, as outlined in the City’s proposal.

The City and ASD/Rogers Partners will negotiate an amendment for additional services related to the shade structure. This amendment will be presented to City Council at a future date. Once the shade structure is designed, an amendment to the construction manager agreement between the City and Skanska will be presented to City Council for Skanska to construct the shade structure. The design and construction of the shade structure will be planned to coincide with the ongoing construction of the Pier and Pier Approach projects.

RECOMMENDATION: Administration recommends recognizing a donation from the American Academy of Dermatologist in the amount of $250,000 to be used towards the construction of a shade structure at the new St. Pete Pier™; approving a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvements Fund (3001), resulting
from the above donation, to the Pier Visioning Project (Engineering & CID Project No. 09227-019; Oracle Project No. 11988); and providing an effective date.

COST/FUNDING INFORMATION: Revenue in the amount of $250,000 will be received from the American Academy of Dermatologist (AAD). Funds will be available to design and construct the shade structure after a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvements Fund (3001), resulting from this donation from AAD, to the Pier Visioning Project (11988).

ATTACHMENTS: Resolution
Letter of Acceptance

APPROVALS: Administrative
Budget
A RESOLUTION RECOGNIZING THE DONATION FROM THE AMERICAN ACADEMY OF DERMATOLOGIST IN THE AMOUNT OF $250,000 TO BE USED TOWARDS THE CONSTRUCTION OF A SHADE STRUCTURE AT THE NEW ST. PETE PIER™; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $250,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENTS FUND (3001), RESULTING FROM THE ABOVE DONATION, TO THE PIER VISIONING PROJECT (ENGINEERING & CID PROJECT NO. 09227-019; ORACLE PROJECT NO. 11988); AND PROVIDING AN EFFECTIVE

WHEREAS, each year, the American Academy of Dermatologist (“AAD”) receives hundreds of applications from communities, schools and non-profits around the country for funding shade structures to provide a sun safe area for children to play as well as raising skin care awareness; and

WHEREAS, in October 2017, the City submitted a proposal to AAD identifying several locations within the new St. Pete Pier™ (“Pier”) that could be considered for the placement of a sizeable shade structure; and

WHEREAS, on December 13, 2017, the City received a letter confirming AAD’s intent to donate $250,000 for supporting the construction of a shade structure at Spa Beach Park; and

WHEREAS, AAD has executed a letter acknowledging and agreeing to certain details related to the shade structures and the disbursement of the $250,000 donation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the donation from the American Academy of Dermatologist in the amount of $250,000 to be used towards the construction of a shade structure at the new St. Pete Pier™ is hereby recognized by this Council.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above donation, the following supplemental appropriation for FY 2018:

General Capital Improvements Fund (3001)
The Pier Visioning Project (11988) $250,000

This Resolution shall become effective immediately upon its adoption.

Approvals:

By: ____________________________  By: ____________________________
City Attorney (Designee)  Department

By: ____________________________
Budget Director

368736
February 5, 2018

Connie Jo Holmes
Associate Director, Community Relations
American Academy of Dermatology
930 E. Woodfield Road
Schaumburg, Illinois 60173

Dear Connie,

The City of St. Petersburg is delighted to receive a $250,000 donation from the American Academy of Dermatology (AAD) to bring shade structures and additional sun safety measures to our community. This will be an especially important and visible project for the new St. Pete Pier, a location that will be a frequent destination for tourists and residents alike.

Based our recent conversation the following details relate to the project and AAD’s disbursement of this money to the City:

- AAD will provide 50% of the donation (i.e., $125,000) to the City within 30 days after acknowledgment and acceptance of this letter by AAD.
- In February or March, the City will engage an architect and commence with the design and engineering for a shade structure for the Spa Beach area of the new Pier (see location on map attached). Such structure will be designed to comply with AAD’s requirements as outlined in the City’s proposal for AAD Sun Shade Structure Grant and include signage recognizing AAD.
- Within 30 days after AAD’s approval of final design for the shade structure, AAD shall pay the balance of the donation (i.e., $125,000) to the City.
- The City will to bid this project and construct the shade structures, with completion scheduled to be in sync with the completion date of the new Pier (spring 2019).
Additionally the City will:

- Recognize AAD at the City Council Meeting accepting the donation.
- Work with AAD to plan a “Skin Cancer, Take a Hike” event.
- Work with AAD to incorporate their curriculum and information into our sun safety programs through the City Wellness program and Summer Play Camps.
- Work with AAD on appropriate announcements, recognition opportunities, as outlined in the City’s proposal.

By signing the acknowledgment below and returning to the City, AAD acknowledges and agrees with the details related to this project and AAD’s disbursement of the $250,000 donation to the City.

On behalf of the City, I want to thank you for this donation.

Best regards,

Raul Quintana, AIA
City Architect

On behalf of American Academy of Dermatology, I acknowledge and accept the details related to the project and disbursement of the $250,000 donation to the City contained herein.

Sign: [Signature]
Print: [Name]
Date: 3/8/2018

City of St. Petersburg, P.O. Box 2842, St. Petersburg, FL 33731
www.stpete.org
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving an agreement ("Agreement") between the City of St. Petersburg, Florida ("City") and Sports and Properties, Inc. to provide consulting services related to naming rights for the new St. Pete Pier™ in an amount not to exceed $98,000 in addition to commissions based on a percentage of revenue generated from resulting naming rights agreements; authorizing the City Attorney to make non-substantive changes to the Agreement.

Explanation: On October 12, 2017, the City issued a Request for Proposals, RFP No. 6701 Naming Rights for the pier District. On December 5, 2017 the City received three proposals from the following firms:

1. Above Water Public Relations and Marketing LLC and Apex Marketing Group
3. The Superlative Group, Inc.

Evaluation of the proposals was conducted by:

Alan DeLisle, City Development Administrator
Chris Ballestra, City Development Managing Director
Nina Mahmoudi, Marketing Director
Raul Quintana, City Architect

The proposals were evaluated based on the following criteria:

- Experience of firm
- Qualification and technical competence
- Capacity to accomplish the work
- Past performance on similar contracts
- Schedule
- Cost or price

The evaluation committee shortlisted the following two firms for interviews:

2. The Superlative Group, Inc.

On January 12, 2018, the evaluation committee heard presentations from each of the shortlisted firms and ranked Sports and Properties, Inc. ("SPI") as the top-ranked firm, followed by The Superlative Group, Inc. as the second ranked firm. The evaluation committee elected to move forward with negotiations with Sports and Properties, Inc. the top-ranked firm.

SPI was determined to be most advantageous to the City, taking into consideration their qualifications and experience, extensive and diverse client base; past performance on similar projects; project lead who is the chief executive and is an attorney; proposed 60 days for Phase 1, costs and the evaluation criteria set forth in RFP No. 6701. SPI's previous and current work is of high quality and comparable to needs of St. Petersburg.

SPI has provided similar services for the City of Tampa and Pasco County and has performed well. The company has been in business for 47 years. SPI's principals are Hill Carrow, founder & CEO and Tess Harron, operations manager.

On City Council approval, the City and SPI will enter into a naming rights consulting agreement for the St.
Pete Pier™, and SPI will provide the following services and deliverables:

- Phase I – Valuation Analysis and Comprehensive Sales Plan
- Phase II – One year of sponsorship solicitation including assistance the City with the business terms of a city-created naming rights sponsorship contract template and negotiating sponsorship deals.

Under the agreement, the City will pay SPI an amount not to exceed $98,000 for these services, in addition to a commission based on a percentage of the revenues beyond $60,000 the City receives from the naming rights agreements it enters into as a result of SPI’s efforts.

The Procurement Department, in cooperation with the City Development Administration, recommends approval:

Sports and Properties, Inc........................................ $98,000

SPI, the highest ranked firm was determined to be the most advantageous for the City, taking into consideration their experience with municipalities; past performance on similar programs and recognition of themselves as an extension of the City’s team.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Pier Operating Fund (1203).

Attachments:  Technical Evaluation (2 pages)
                  Meeting Minutes (2 pages)
                  Scope of Services (3 pages)
                  Consulting Agreement (13 pages)
                  Resolution

Approvals:

[Signatures]
Summary Work Statement

The City received three proposals for RFP No. 6701: Consulting Services for Naming Rights for the Pier District. The consultant will be asked to develop and implement a strategic plan to identify and value the Pier District's assets/features, solicit potential clients and negotiate Naming Rights Agreement(s) for the Pier District. The proposals were received from the following:

1. Above Water Public Relations and Marketing LLC and Apex Marketing Group
3. The Superlative Group, Inc.

Evaluation Committee

Evaluation of the statements of qualifications was conducted by:

Alan DeLisle, City Development Administrator
Chris Ballestra, City Development Managing Director
Nina Mahmoudi, Marketing Director
Raul Quintana, City Architect

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience of firm
- Qualification and technical competence
- Capacity to accomplish the work
- Past performance on similar contracts
- Schedule
- Cost or price

Offerors' Profiles

Below are profiles of the offerors and summaries of their strengths and weaknesses as reported after the initial independent review.

Above Water Public Relations and Marketing, LLC is headquartered in Treasure Island and was incorporated in 2004. Apex Marketing Group was incorporated in Michigan 2015. The firms employ three and one employee respectively.

Strengths include: Their local knowledge and proposed joint venture firm's client list and prior work on diverse projects.

Weaknesses include: The uncertainty of roles of each firm; their focus on venue management; lack of understanding of the City's vision and prior experience in the public sector and; they proposed costs that are substantially above budget.

The proposal does not meet the City's requirements.

Sports & Properties, Inc. was incorporated in North Carolina in 2002. The firm has been providing these services for 16 years and employs six people.
Strengths include: Their excellent local and relevant experience that includes sponsorships; a client base that is diverse and includes municipalities; past performance on similar programs; their research on the Pier; proposed lead/CEO is an attorney; a project approach that included cost benefit ratio and ability to boost tourism; proposed 60 days for Phase 1; recognized themselves as an extension of the City’s team; and provided a reduction in costs.

Weaknesses include: Their out-of-state location in North Carolina and heavy focus on sports.

The proposal meets the City’s requirements.

**The Superlative Group, Inc.** was incorporated in Ohio in 1994. They have been providing this service for 23 years and employ 15 people.

Strengths include: Their large firm with an excellent portfolio of diverse team experience that includes municipalities; did not take any exceptions to the agreement.

Weaknesses include: Their large firm, which may not be able to provide the focus needed for this specific project; proposed three-month length for Phase 1 and cost that is much than the top ranked firm.

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. Abovewater Public Relations and Marketing LLC with Apex Marketing Group were removed from further consideration. The two finalists, Sports & Properties, Inc. and The Superlative Group, Inc., were invited to make oral presentations on January 12, 2018, before the evaluation committee for the purpose of clarifications, and to ensure a 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>2.</td>
<td>The Superlative Group, Inc.</td>
</tr>
</tbody>
</table>

**Recommendation for Award**

Sports & Properties, Inc. has met the requirements for RFQ No. 6701 and was determined to be the most qualified firm, taking into consideration their experience and the evaluation criteria set forth in the RFP.

Sports & Properties, Inc was selected for the following reasons:

- Their experience
- Their extensive client base that is diverse
- Their past performance on similar projects
- The project lead is the chief executive officer and is an attorney
- Their proposed 60 days for Phase 1
- Their proposed reduction in costs

[Signatures]

Raul Quintana, Committee Member
Nina Mahmoudi, Committee Member

**Rev (5/11)**
<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members: Chris Ballestra, Alan Delisle, Nina Mahmoudi and Raul Quintana  
Advisory Staff: Karen Dewar  
None |
| | Motion by: Nina Mahmoudi to rank Sports & Properties #1;  
The Superlative Group #2 and Above Water & Apex #3.  
Seconded by; Alan Delisle  
Affirmatives: All |
| 2. Evaluations of Proposals (Strengths and Weaknesses) | Motion by: Nina Mahmoudi to remove #3 Above Water/Apex from further consideration  
Seconded by; Alan Delisle  
Affirmatives: All |
| a. Abovewater Public Relations and Marketing LLC and Apex Marketing Group  
b. Sports and Properties, Inc.  
c. The Superlative Group, Inc. | Motion by: Raul Quintana to invite #1 and 2 to present and clarify, their plan, budget and provide similar projects.  
Seconded by; Alan Delisle  
Affirmatives: All |
| 3. Ranking/Short-list | Action: Karen to draft questions for clarification for Chair to review and request Legal’s & Risk’s input on exceptions taken by Sport & Properties. |
| 4. Oral Presentation | PL insurance exceptions was waived by Risk. |
| 5. Clarifications/Questions | Meeting adjourned at 12:25 p.m. |
## City of St. Petersburg

**Meeting Minutes**  
Procurement and Supply Management

**Title:** RFP No. 6701: Consulting Services, Naming Rights for the Pier District  
**Meeting Date:** Monday, January 29 2018  
**Time:** 11:00 a.m.  
**Place:** City Hall, Community Resource Room 100, 175 5th Street North  
St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members: Chris Ballestra, Alan Delisle, Nina Mahmoudi and Raul Quintana  
Advisory Staff: Karen Dewar  
None |
|  
| a. Public Comments | Motion by: Nina Mahmoudi to rank Sports & Properties #1; The Superlative Group #2 and Above Water & Apex #3.  
Seconded by: Alan Delisle  
Affirmatives: All (4) |
| b. Florida’s Open Meeting Law – FS 286.011 [Dewar] | |
| c. Prohibited Communication - AP #050100 [Dewar] | |
| 2. Evaluations of Proposals – Oral Presentations (Strengths and Weaknesses) Chris Ballestra - Chair | Motion by: Raul Quintana to rank Sports & Properties #1 and The Superlative Group #2  
Seconded by: Nina Mahmoudi  
Affirmatives: All (4) |
| b. The Superlative Group, Inc. | |
| 3. Ranking/Clarifications – Sports & Properties; The Superlative and Abovewater/Apex | Action: Karen to notify Sports & Properties; The Superlative Group & Above Water/Apex of ranking  
PL insurance exception was waived by Risk.  
Evaluation Committee dissolved at 10:20 a.m. |
Appendix A
Scope of Services

1. **Scope of Work**

Consultant shall provide consulting services to assist the City in the development of a revenue generating Naming Rights Program for the new St. Pete Pier™ ("Pier"). Consultant shall develop and implement a strategic plan to identify and value the St. Pete Pier™ assets/features, solicit potential clients as well as negotiate Naming Rights Agreement(s) for the Pier. A map of the Pier is set forth in Attachment I, which is attached hereto and made a part hereof.

2. **Consultants Responsibilities**

At a minimum, Consultant shall provide and meet the following responsibilities:

a. Provide an overview of current trends in naming rights for similar attractions/facilities, locally and nationally.

b. Develop an asset inventory of tangible and non-tangible assets/features of the Pier that offer naming rights potential. This includes an evaluation of the assets/features suggested by the City, as well as observations of the project made independently by the Consultant from information provided by the City.

c. Determine the fair value for naming rights of the Pier assets/features inventoried, using an industry-based approach to the valuation.

d. Assign values to the inventoried assets/features deemed most marketable and develop a proposed list of items to be targeted for the sale of naming rights, including the suggested term (initial term and renewal term(s)) of each naming rights agreement.

e. Identify potential sponsors locally and nationally, who have brand awareness strategies that are most apt to benefit from naming rights opportunities in the Pier.

f. Develop a target list of potential accounts. Target list should indicate contacts on a local as well as a national level, if appropriate.

g. Provide a detailed description of how the inventory will be marketed; development of naming rights packages and materials; the process for getting naming rights packages to market; and selling strategies used to achieve the most desired results.

h. Develop recommended strategy to maximize the overall revenue to be derived from naming rights, including signage, and any other naming opportunities in the Pier.

i. Provide a comprehensive estimate of the amount of revenue that can be expected from each naming opportunity identified.

j. Assist in modifying business points in the City's standard naming rights agreement if requested by the City.

k. Solicit naming rights donors and negotiate naming rights agreements as directed by the City.

l. Provide monthly status reports to the City's Project Manager.
3. **City's Responsibilities**

At a minimum, City shall provide and meet the following responsibilities:

a. City shall provide a single point of contact (Project Manager) to administer the Agreement.

b. City Project Manager shall assist with planning, strategy and objectives prior to performance of the services required under this Agreement.

c. City Project Manager shall promptly respond to issues and inquiries so as not to hinder the progress and/or completion of the services required under this Agreement.

d. City shall provide a list of potential Pier assets or features that may offer potential for the sale of naming rights.

4. **Account Management**

Consultant shall provide a single point of contact, who will be readily available during normal business hours to administer the Agreement. Consultant is responsible for notifying the City with any changes in account manager or contact information. Account manager’s responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

5. **Naming Rights Analysis Services**

The project is allocated into two phases:

**Phase I.**

Phase 1 will require 60 days total that will be broken down into two 30-day portions as follows:

*Phase 1A – Valuation Analysis: Consultant shall submit to the City a detailed Valuation Report 30 days after the Effective Date of this Agreement.*

*Phase 1B – Sales Preparation: Consultant shall submit to the City a comprehensive Sales Plan including prioritized list of naming rights sponsorship targets will be submitted 30 days after submission of the Valuation Report. Consultant shall develop appropriate sales materials within this timeframe.*

**Phase II.**

The City will notify Consultant in writing if the City desires for Consultant to continue with Phase 2 services. Phase 2 will consist of twelve months of sponsorship sales and closing deals, including assisting the City in modifying business points in the City's standard naming rights agreement template if requested by the City, and negotiating title sponsorship deals.
Attachment I
St. Pete Pier™ Project Area
AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the _________ day of __________________, 2018 ("Effective Date"), by and between Sports and Properties, Inc. ("Consultant") and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

WITNESSETH:

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

1. Consultant Duties. Consultant shall perform the scope of services set forth in Appendix A of this Agreement ("Scope of Services") for the City in full and complete accordance with this Agreement. Appendix A is attached hereto and made a part hereof. Without limiting the generality of the foregoing, Consultant shall provide consulting services to assist the City with developing a revenue-generating naming rights program for the City’s new St. Pete Pier™.

2. Agreement Components.

A. The agreement components are this Agreement, the appendices to this Agreement, the purchase order issued by the City pursuant to this Agreement ("Purchase Order"), and the following documents, which are made a part hereof by reference ("Other Documents"):

   (i) RFP No. 6701 dated October 12, 2017 ("Document 1")
   (ii) Questions and Clarifications dated October 26, 2017 ("Document 2")
   (iii) Offeror’s Proposal dated December 5, 2017 ("Document 3")

B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the Purchase Order, and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

3. Term. The term of this Agreement shall commence on the Effective Date and remain in full force and effect until Consultant has performed its obligations under this Agreement and the City has accepted all services in accordance with this Agreement.

4. Schedule. Consultant shall perform the Scope of Services in accordance with the schedule and deadlines set forth in Appendix A.
5. Payment.

A. Payment for Services. Provided Consultant faithfully performs its obligations contained in this Agreement, the City shall pay Consultant an amount not to exceed thirty two thousand dollars ($32,000) for the Phase I services set forth in Appendix A. In the event the City issues a notice to proceed for Consultant to perform the Phase II services set forth in Appendix A, and further provided that Consultant faithfully performs such services in accordance with this Agreement, the City shall pay Consultant sixty-six thousand dollars ($66,000) for the Phase II services set forth in Appendix A. The City shall not be required to pay Consultant for any services unless the services are performed in conformance with the requirements of this Agreement. Aside from any commissions that may be due pursuant to paragraph 5C of this Agreement, the total payment from the City to Consultant for services rendered hereunder shall not exceed ninety eight thousand dollars ($98,000) ("Payment"), which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals). The Payment may be increased only in strict accordance with this Agreement.

B. Invoices for Services. Consultant shall invoice the City for sixteen thousand dollars ($16,000) of the Payment for Phase I services at the time Consultant submits to the City the detailed Valuation Report described in Appendix A, and Consultant shall invoice the City for the remaining sixteen thousand dollars ($16,000) of the Payment for Phase I services at the time Consultant submits to the City the Sales Plan described in Appendix A. In the event the City issues a notice to proceed for Consultant to perform the Phase II services set forth in Appendix A, Consultant shall invoice the City five thousand five hundred dollars ($5,500) monthly for no more than twelve months. Provided Consultant is in compliance with the terms and conditions of this Agreement, the City shall pay each invoice within thirty (30) days after receipt.

C. Commissions on Secured Naming Rights.

(i) If the City elects to proceed with entering into any naming rights agreement(s) as a result of Consultant negotiating and closing a naming rights deal for the City in accordance with this Agreement, the City will pay Consultant a commission from the payments the City receives under such naming rights agreement(s); provided, however, that Consultant shall not be owed a commission on the first sixty thousand dollars ($60,000) the City receives in payments from such naming rights agreement(s). After the City has received a combined total of sixty thousand dollars ($60,000) from such naming rights agreement(s), the commissions shall be payable to Consultant as follows:

(a) For the initial term of the naming rights agreement, the City shall pay Consultant 10% of each payment the City receives under the naming rights agreement. The City's commission to the Consultant
shall be due within ninety (90) days after the City receives each payment under the naming rights agreement.

(b) For the first renewal term of the naming rights agreement, the City shall pay Consultant 5% of each payment the City receives under the naming rights agreement. The City’s commission to the Consultant shall be due within ninety (90) days after the City receives each payment under the naming rights agreement.

(c) For the second renewal term of the naming rights agreement, the City shall pay Consultant 2.5% of each payment the City receives under the naming rights agreement. The City’s commission to the Consultant shall be due within ninety (90) days after the City receives each payment under the naming rights agreement.

(ii) Consultant understands and agrees that no commissions shall be due to Consultant for any naming rights agreement(s) the City enters into without the Consultant’s negotiation and closing of the deal, regardless of whether the City has entered into such naming rights agreement(s) with an entity that was identified by Consultant as a target during Phase I of this Agreement or otherwise.

6. **Indemnification.**

A. Consultant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and 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:

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

(ii) The failure of Consultant, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or

(iii) Any negligent act or omission of the Consultant, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Consultant, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
(iv) Any reckless or intentional wrongful act or omission of the Consultant, its employees, agents, representatives, or subcontractors; or

(v) Consultant’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 Consultant pursuant to this Agreement or otherwise obtained by Consultant, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. Insurance.

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

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

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

(iii) 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 Consultant’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. Consultant shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City’s request, Consultant shall provide copies of current policies with all applicable endorsements.

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

G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Consultant hereunder from time to time.

8. 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
Procurement and Supply Management Department
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7027
Attention: Louis Moore

CONSULTANT:

Sports and Properties, Inc.
401 Harrison Oaks Blvd., Suite 215
Cary, NC 27513
Phone: 919-678-1651
Attn: Hill Carrow, CEO

9. 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.

10. 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.

11. Assignment. Consultant 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.

12. **Termination.**

A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Consultant.

B. Either party may terminate this Agreement upon written notice to the other party in the event the other party defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the non-defaulting party specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Consultant with notice of default or an opportunity to cure, if the City determines that the Consultant has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

C. Termination of this Agreement shall act as a termination of the Purchase Order and the Other Documents.

13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. 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. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

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

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

16. **Compliance with Laws.** The Consultant shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida laws regarding public records. Consultant shall also comply with all applicable City policies and procedures.

17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

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

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

20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Consultant may refer to the City in client lists.

21. **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.

22. **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 City Council pursuant to the City Charter or applicable Laws.

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

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

24. **Books and Records.** Consultant 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 Consultant 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.

25. **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.

26. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (“Permitted Delay”), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

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

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

29. **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.

30. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Consultant’s obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Consultant shall promptly pay all subcontractors and suppliers.

31. **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.

32. **Contract Adjustments.**

A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments shall be effected through amendments to this Agreement made in accordance with this Agreement.

B. There shall be no increase in the Payment on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Consultant or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.

C. In the event Consultant proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Consultant will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.

D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no increase in the Payment except pursuant to an amendment to this Agreement made in accordance with this Agreement.

33. **City Data.** All data, documents and other City property shall remain the exclusive property of the City. Consultant agrees that such City property shall be used solely for the purpose of performing the Scope of Services. Consultant shall be responsible for the safekeeping of such property and, if the City so requests, Consultant shall sign and deliver a written, itemized receipt therefore. Upon conclusion of the Scope of Services, all such property shall be returned to the City.

34. **Deliverables.** The City shall solely own all right, title and interest in and to the deliverables provided pursuant to this Agreement ("Deliverables"), including but not limited to patent, copyright, trademark and other intellectual property rights therein. Consultant shall take all actions necessary to assure that such title vests in the City.

35. **Acceptance.** After notice from Consultant that it has performed the services required pursuant to this Agreement, the City shall issue written acceptance upon the City’s confirmation that the services and Deliverables have been provided in accordance the terms and conditions of this Agreement. Within ten (10) days of receipt of Consultant’s notice that it has performed the services and provided the Deliverables, the City will notify Consultant of any discovery by the City of a non-conformance of the services and/or Deliverables with the requirements of this Agreement ("Non-conformance"), and Consultant shall have the period of time stated in the Non-Conformance notification to correct such Non-conformance, or, if no time is stated, Consultant shall have a reasonable
period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event shall a period exceeding ten (10) days from the date the City provides notice of Non-Conformance to Consultant be considered a reasonable period of time. The City’s issuance of written acceptance shall in no way relieve Consultant of any of its obligations pursuant to this Agreement.

36. **Warranties.** Consultant warrants that the services required by this Agreement shall be performed by Offeror with reasonable care in a diligent, professional and competent manner.

37. **Consultant Personnel.**

A. To the extent that specific personnel have been named and identified in the Scope of Services, Consultant shall not remove such personnel from performance of the services contemplated by this Agreement; provided, however, that removal of such personnel due to their incapacity, voluntary termination or termination due to just cause shall not constitute a violation of this sub-paragraph. If any such personnel are incapacitated, voluntarily terminate their employment, or are terminated for just cause, Consultant shall, within forty-eight (48) hours, replace such personnel with other equally qualified personnel approved by the City.

B. The City reserves the right to require Consultant to replace any persons performing services pursuant to this Agreement, including but not limited to Consultant’s employees and any affiliates’ or subcontractors’ employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

38. **Public Records.**

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

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

C. Nothing contained herein shall be construed to affect or limit Consultant’s obligations including but not limited to Consultant’s obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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.

SPORTS AND PROPERTIES, INC.: WITNESSES

By: ________________________________
Print: ________________________________
Title: ________________________________

By: ________________________________
Print: ________________________________

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

By: ________________________________
Print: ________________________________
Title: Chair, City Council

Provisions of Contract Approved:

By: ________________________________
Print: ________________________________
Project Manager

City Clerk (Designee)

Approved as to Form and Content:

City Attorney (Designee) 00370486
(Acknowledgment of Consultant)

State of ______________________
County of ______________________ ss:
City of ______________________

The foregoing Agreement was acknowledged before me this ____ day of ____________,
by_________________________________,
(Name and Title)
of ______________________________ (“Company”), on behalf of the Company. He/She is
personally known to me or has produced ______________________________________, as
identification and appeared before me at the time of notarization.

_________________________________ warrants that he/she is authorized by the Company to execute
the foregoing Agreement.

(SEAL)

NOTARY PUBLIC:

________________________________________
My commission expires: ______________________
RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND SPORTS AND PROPERTIES, INC. TO PROVIDE CONSULTING SERVICES RELATED TO NAMING RIGHTS FOR THE NEW ST. PETE PIER™ IN AN AMOUNT NOT TO EXCEED $98,000 IN ADDITION TO COMMISSIONS BASED ON A PERCENTAGE OF REVENUE GENERATED FROM THE RESULTING NAMING RIGHTS AGREEMENTS; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued a Request for Proposals ("RFP"), for consulting services related to the naming rights of the new St. Pete Pier™ on October 12, 2017; and

WHEREAS, the City received proposals from three (3) firms: (1) Abovewater Public Relations and Marketing LLC and Apex Marketing Group ("Abovewater"); (2) Sports and Properties, Inc. ("Sports and Properties"); and (3) The Superlative Group, Inc. ("Superlative"), in response to the RFP; and

WHEREAS, the selection committee (Alan DeLisle, Chris Ballestra, Nina Mahmoudi, and Raul Quintana) met on January 12, 2018 to discuss the proposals and moved to shortlist as follows: (i) Sports and Properties and (ii) Superlative; and

WHEREAS, based on presentations and proposals submitted, the selection committee deliberated in an open public meeting on January 29, 2018 and selected Sports and Properties to provide consulting services related to the naming rights of the new St. Pete Pier™; 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 the agreement ("Agreement") between the City of St. Petersburg, Florida ("City") and Sports and Properties, Inc. to provide consulting services related to naming rights for the new St. Pete Pier™ in an amount not to exceed $98,000 in addition to commissions based on a percentage of revenue generated from the resulting naming rights agreements is hereby approved.
BE IT FURTHER RESOLVED that the City Attorney is authorized to make non-substantive changes to the Agreement.

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

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00370232
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution recommending that Project B7111450363 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes with an average private sector wage commitment calculation based on 150% of the average State of Florida wage; finding that the commitments of local financial support necessary for the Project exist; committing $30,000 as the City’s share of the local financial support for the Project beginning in State FY 2020, subject to appropriation and conditioned on the Project meeting statutory requirements; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and providing an effective date.

EXPLANATION: On February 15, 2018, Administration presented a resolution to City Council approving Project B7111450363 ("Project"), a confidential project, pursuant to 288.075 Florida Statutes, has filed a State of Florida Qualified Target Industry Tax Refund Program ("Program") and committing $30,000x as the City’s Share of local financial support for the Project. The Project was approved by Pinellas County and the State of Florida. City Council approved the Resolution unanimously.

In the Project’s initial application, City Council approved the Project’s proposal to create an estimated 10 new jobs with annual remuneration at or above 150% of the average wage of the State of Florida ($68,343) and an annual benefit package of $18,500.

However, after due consideration, the Project anticipates that demand for its services will be greater than expected, and therefore is increasing the number of jobs that it will create from the ten (10) originally approved to fifty (50) at the same wage of $68,343 and the same benefit package.

These earnings will result in an economic impact of $4,101,263 and 71 new direct and indirect jobs. The Project also will make an investment of $50,000 in construction/renovations and $25,000 in equipment. The economic impact of this capital investment is $67,300. The economic impacts were calculated using the U.S. Bureau of Economic Analysis RIMS II Regional Input-Output Modeling System for Pinellas County.

The revised tax refund requested by the Project is based on a Program award of $6,000 per job created at 150% of the average State of Florida wage of $68,343 for the 50 new jobs, totaling $300,000. The Program requires local financial support of 20% of the total annual tax refund, or $60,000. The City would be responsible for providing 50% of the local financial support or a maximum of $30,000. Pinellas County is willing to accept financial responsibility for the other 50% of the required local financial support ($30,000) and is expected to pass its revised Resolution of support in May 2018. The QTI tax refund amount is reimbursed to the business by the State of Florida, only after the company has documented the required job creation and state tax payments made. If the Project does not generate sufficient tax revenue or falls short of its employment...
creation requirements, the refund will be reduced and the City’s share will also be reduced on a pro rata basis.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution recommending that Project B7111450363 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes with an average private sector wage commitment calculation based on 150% of the average State of Florida wage; finding that the commitments of local financial support necessary for the Project exist; committing $30,000 as the City’s share of the local financial support for the Project beginning in State FY 2020, subject to appropriation and conditioned on the Project meeting statutory requirements; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this resolution; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding for this item will be required beginning in State FY 2020. Funding will be provided subject to annual appropriation and conditioned on the Project meeting statutory requirements.

ATTACHMENTS: Resolution

APPROVALS:

Administration: [Signature] Budget: [Signature]
A RESOLUTION RECOMMENDING THAT PROJECT B7111450363 ("PROJECT"), A CONFIDENTIAL PROJECT PURSUANT TO SECTION 288.075, FLORIDA STATUTES, BE APPROVED AS A QUALIFIED TARGET INDUSTRY ("QTI") BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES WITH AN AVERAGE PRIVATE SECTOR WAGE COMMITMENT CALCULATION BASED ON 150% OF THE AVERAGE STATE OF FLORIDA WAGE; FINDING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR THE PROJECT EXIST; COMMITTING $30,000 AS THE CITY'S SHARE OF THE LOCAL FINANCIAL SUPPORT FOR THE PROJECT BEGINNING IN STATE FY 2020, SUBJECT TO ANNUAL APPROPRIATIONS AND CONDITIONED ON THE PROJECT MEETING STATUTORY REQUIREMENTS; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Project B7111450363 ("Project"), a confidential project as defined in Section 288.075, Florida Statutes has applied to the State of Florida's Qualified Target Industry Tax Refund Program ("Program") pursuant to Section 288.106, Florida Statutes, for a tax refund of $60,000 to complete this Project; and

WHEREAS, the basis of the Project’s average private sector wage commitment calculation shall be 150% of the average State of Florida wage; and

WHEREAS, the Project will benefit the City of St. Petersburg by creating fifty (50) new jobs that pay an average wage of at least $68,343, which is at least 150% of the average annual wage for the State of Florida, and cause an estimated capital investment of $75,000; and

WHEREAS, under the Program the local community must provide 20% of the funding for the tax refund; and

WHEREAS, Pinellas County is willing to accept financial responsibility for 50% of the local funds required; and

WHEREAS, City Council previously approved this Project as a QTI Business with Resolution No. 2018-52; and

WHEREAS, the Project was revised to create fifty (50) new jobs instead of the ten (10) new jobs originally proposed; and

WHEREAS, the Administration has recommended the Project’s approval.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby recommends that Project B7111450363 ("Project"), a confidential project pursuant to Section 288.075, Florida Statutes, be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes; and

BE IT FURTHER RESOLVED, that this City Council has determined the basis of the Project’s average private sector wage commitment calculation shall be 150% of the average State of Florida wage in a designated high impact sector; and

BE IT FURTHER RESOLVED, that this City Council finds that the commitments of local financial support necessary for the Project exist and commits $30,000 as the City’s share of the local financial support for the Project B7111450363 beginning in State FY 2020 subject to annual appropriations, and conditioned on the Project meeting all statutory requirements; and

BE IT FURTHER RESOLVED, this resolution shall supersede Resolution No. 2018-52 in its entirety; and

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

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: ____________________________ Administration: ____________________________

Budget: ____________________________

00370034.doc v1
April 6, 2018

TO: The Honorable Members of City Council

SUBJECT: Health in All Policies (HiAP) Resolution, Presentation

PRESENTER: Deputy Mayor Kanika Tomalin

SCHEDULE FOR COUNCIL ON:

Agenda of April 19, 2018

Darden Rice
Council member, District 4

Attached:
- Signed Resolution
- Supporting documentation
RESOLUTION NO._

A RESOLUTION ESTABLISHING THE POLICY
OF THE CITY OF ST. PETERSBURG TO APPLY
A "HEALTH IN ALL POLICIES" APPROACH
TO THE CITY'S DECISION-MAKING,
INCLUDING POLICY DEVELOPMENT AND
IMPLEMENTATION, BUDGETING AND
SERVICE DELIVERY; SUPPORTING THE
DECISION TO HIRE DEDICATED PLANNERS
TO IMPLEMENT HEALTH IMPACT
ASSESSMENTS TO ENSURE THAT PROJECTS
ARE EVALUATED BASED ON THEIR HEALTH
IMPLICATIONS IN ADDITION TO
TRADITIONAL METRICS; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the health and well-being of the City of St. Petersburg’s residents are critical
for a prosperous and sustainable city; and

WHEREAS, Healthy St. Pete, a community engagement and empowerment initiative,
encourages a culture of health via the implementation of diverse strategies that positively impact
the many factors that affect health and well-being; and

WHEREAS, there is growing awareness that health is influenced by the interaction of
many factors and not simply genetics, individual behaviors, or access to medical care. It is now
widely accepted that conditions in the environments in which people are born, live, learn, work,
play, and age, known as the social determinants of health, have the greatest influence on health
outcomes across populations; and

WHEREAS, the social determinants of health further affect chronic disease rates and
mental illness, as well as injuries caused by accidents and violence. They also influence the
adoption of healthy lifestyles by making it more or less difficult for individuals to choose
behaviors that either promote or diminish health; and

WHEREAS, the social determinants of health further contribute to health inequities,
declared as differences in health associated with an individual's or group's specific attributes (e.g.
income, education, or race/ethnicity) that are connected to social disadvantage or historical and
contemporary injustices. These inequities can be minimized through changes to policy,
programs, and practices; and
WHEREAS, addressing the social determinants of health can lead to reducing the upward trend of unmitigated health care costs, one of the biggest threats to individual, business, and city government budgets alike; and

WHEREAS, Healthy St. Pete’s purpose and design advances partnerships that improve the social determinants of health, which are priorities of special importance because they represent the conditions into which residents are born, live, learn, work, play and age; and

WHEREAS, neighborhoods with affordable and healthy food, safe and accessible housing, and quality employment opportunities positively influence behaviors and help to create healthy lifestyles; and

WHEREAS, in Pinellas County, the leading causes of death are heart disease at 21.5%, cancer at 20.6%, and unintentional injury at 6.1%, and the Centers for Disease Control and Prevention (CDC) reports that 86% of the nation’s $2.7 trillion annual health care expenditures are for people with chronic and mental health conditions. According to the Multiple Chronic Conditions Chartbook, chronic diseases and conditions such as heart disease, stroke, cancer, Type 2 diabetes, obesity, and arthritis are among the most common, costly, and preventable of all health problems (Florida Charts 2016 prepared for the Agency for Healthcare Research and Quality, U.S. Department of Health and Human Services); and

WHEREAS, policies implemented by the City outside of the traditional health sector significantly affect the social determinants of health, including policies related to urban redevelopment, food access, housing, transportation, public safety, education, sustainability, climate change, parks, air and water quality, criminal justice, and economic development; and

WHEREAS, interdepartmental and interagency collaboration can lead to improved decision-making and outcomes and greater efficiencies in service delivery; and

WHEREAS, by adopting a “Health in All Policies” approach, the City recognizes that all departments have a role to play in achieving health equity, defined as the attainment of the highest level of health for all people; and

WHEREAS, achieving health equity requires valuing everyone equally with focused and ongoing societal efforts to address avoidable inequalities, historical and contemporary injustices, and the elimination of health and healthcare disparities; and

WHEREAS, “Health in All Policies” falls in line with the City’s Sustainability Vision and Mission Statement that supports the long term goals of the Healthy St. Pete Initiative, Integrated Sustainability Action Plan, STAR Community Rating leadership certification, commitment to LEED and Envision standards, the Greenhouse program, Grow Smarter Initiative, and South St. Petersburg CRA Redevelopment Plan; and
WHEREAS, the Pinellas County Department of Health, with the critical support of the Foundation for a Healthy St. Petersburg, has set as policy the goals of achieving the highest level of physical and mental health for all people and reducing physical and mental health disparities, and this resolution is designed to be consistent with this approach.

NOW THEREFORE BE IT RESOLVED that it shall be the policy of the City of St. Petersburg to apply a “Health in All Policies” approach to the City’s decision-making, including policy development and implementation, budgeting, and service delivery.

BE IT FURTHER RESOLVED that the City of St. Petersburg supports the decision to hire dedicated planners to implement Health Impact Assessments to ensure projects are evaluated based on their health implications in addition to traditional metrics.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]

City Attorney (designee)
What is Health in All Policies (HiAP)?

HiAP is a strategy to ensure that leaders are informed about the health consequences of various policy options. It encourages leaders to consider these consequences—alongside other important factors such as fiscal or environmental impact—when creating policies that affect the community.

Why is HiAP important?

HiAP acknowledges that social determinants of health—conditions in the environments where people are born, live, learn, work, play, and age—have a profound effect on how healthy we will be over the course of our lives.

HiAP is cost-effective and evidence-based. Creating an environment that promotes health improves mental and physical wellbeing of residents. For every dollar spent on prevention, there is a five-to-one return on investment.

HiAP allows local government to formally acknowledge that their decisions about issues like food access, housing, transportation, public safety, education, sustainability, land use, parks, air and water quality, criminal justice, and economic development, have a direct impact on health.

How do we make it happen?

HiAP works best when incorporated into policy. Leaders might choose to adopt a resolution, ordinance, or proclamation that includes some or all of the following:

- A recognition of the ways that policy decisions affect health and wellbeing
- A commitment to use the HiAP approach to improve community health and reduce health inequities, ideally by dedicating funding to a HiAP staff person or project
- The establishment of an interagency or interdepartmental HiAP task force
- A method for monitoring HiAP recommendations. This may include tracking “non-health” data like tree canopy assessments, sidewalk inventories, graduation rates, and crime statistics, as well as assessing more traditional measures like policy outcomes (have health considerations explicitly been included into policy documents?) and organizational change (how have health experts been consulted on policy decisions?).

This handout adapted from:
NACCHO, Health in All Policies: Frequently Asked Questions
ChangeLab Solutions, Model Health in All Policies Resolution
World Health Organization, Health in All Policies: Framework For Country Action
How can Health Impact Assessments lead to better policy decisions?

Takeaways:
- Health impact assessments (HIAs) allow policy-makers to consider how proposed policies that may seem unrelated to health—the development of a new transit system, for example—would affect health, and could be used to improve it.
- HIAs can help marshal community support for a project, facilitate collaboration across sectors, and offer benefits for businesses.
- More than 200 HIAs that are focused on policies at all levels of government have been completed or are in progress across the country.

Overview
Many of the biggest policy decisions that impact our well-being are made outside of the health and healthcare sectors. For example, local zoning and transportation planning, state budget decisions, and federal agriculture and energy policies can all impact our health. HIAs help policy-makers consider how such decisions will affect health and offer guidance for improving health and minimizing health-related risks, and costs.

HIA: A KEY TOOL FOR PROMOTING HEALTH
A health impact assessment (HIA) is a pioneering tool that helps policy-makers more fully understand the health effects of proposed laws, regulations, programs, and projects, from big infrastructure projects to school curriculum development. HIAs combine scientific data, health expertise, and public input to assess the potential health impact of a proposal. HIAs provide health recommendations that are practical and can be implemented quickly, so they are relevant to the policy or project under consideration. HIAs can be conducted on local, state, or federal policy or regulations and can be initiated by governments, think tanks, academic institutions, nonprofits, or community organizations.

BENEFITS AND BEST USES OF HIA(S)
- HIAs can build community support for a project. By identifying and addressing concerns from multiple stakeholders, HIAs help reduce conflicts that can delay projects. For example, an Alaska Native community considered suing to block oil and gas lease sales in their traditional hunting areas. Instead, the Bureau of Land Management (BLM) worked with the local government to complete an HIA, which resulted in new protections to address community concerns. Since then, the BLM has begun using HIAs in similar planning and permitting decisions.
- HIAs facilitate collaboration across sectors. HIAs provide a structured, pragmatic way for public health practitioners and researchers to collaborate with officials in other agencies and sectors, ensuring that these officials have the health data they need to make well-informed decisions.
HIAs benefit businesses. Companies and lenders are turning to HIAs as small, prudent investments in the long-term success of initiatives. Many large banks now use HIAs in their approval process for development loans. Trade organizations like the International Committee on Mining and Metals and the International Association of Oil and Gas Producers have HIA handbooks. Many companies are adopting their own standards for HIAs.

SUCCESSFUL EXAMPLES OF HIA(S)
More than 200 HIAs are completed or underway in 35 states and Washington, D.C. Examples include:

- The Kids’ Safe and Healthful Foods Project released an HIA in 2012 finding that updating nutrition standards for school snacks and drinks could help students maintain a healthy weight and support school food service revenue. When the U.S. Department of Agriculture issued proposed standards for school snacks in 2013, it cited this NIA in the Federal Register as a “comprehensive and groundbreaking assessment.”

- When officials were grappling with Atlanta’s traffic congestion, an HIA showed that a light-rail system would encourage developers to locate parks, residential areas, schools, and grocery stores along the route, which could improve residents’ health and prevent health problems. The HIA led to health experts being included in transit decisions and a federal grant to clean up old industrial sites.

- In Massachusetts, an HIA of the state’s Low Income Home Energy Assistance Program found that some families burdened by high heating costs are forced to crowd around space heaters or ovens to stay warm, increasing risk of fire and carbon monoxide-poisoning. Policy-makers realized that such dangers could dramatically increase Medicaid costs, which drove the state legislature to increase funds for energy assistance.

CONCLUSION
HIAs also are catching on at the federal level. The National Prevention Strategy, the country’s first-ever comprehensive action plan for improving the health of all Americans, includes HIAs as an effective strategy for eliminating health disparities. The U.S. Department of Health and Human Services also recommends HIAs as a planning resource for implementing Healthy People 2020 initiatives.

WANT TO KNOW MORE?

- Health Impact Project (Advancing Smarter Policies for Healthier Communities)
- National Prevention Strategy
- Human Impact Partners
- Health Impact Assessment

1 http://www.healthimpactproject.org/hias
4 http://www.pewhealth.org/uploadedFiles/PHG/Content_Level_Pages/Reports/KS_HIA_revised%20WEB%20FINAL%2073112.pdf
5 http://www.pewhealth.org/uploadedFiles/PHG/Content_Level_Pages/Reports/KS_HIA_revised%20WEB%20FINAL%2073112.pdf
6 http://www.healthimpactproject.org/resources/case-study-atlantas-bellline
7 http://www.healthimpactproject.org/hias/maassachusetts-low-income-energy-assistance-program
What is a Health Impact Assessment?

Health Impact Assessment (HIA) is a practical approach that uses data, research and stakeholder input to determine a policy or project’s impact on the health of a population.

In practice, HIA is a useful way to
  • Ensure that health and health disparities are considered in decision-making.
  • Engage stakeholders in the process.

How is it Done?

A typical HIA includes six steps:
1. Screening - Determines the need and value of an HIA
2. Scoping - Determines which health impacts to evaluate, the methods for analysis, and the work plan for completing the assessment
3. Assessment - Provides: a) profile of existing health conditions; b) evaluation of health impacts
4. Recommendations - Provides strategies to manage identified adverse health impacts
5. Reporting - Includes development of the HIA report and communication of findings and recommendations
6. Monitoring - Tracks impacts of the HIA on decision-making processes and the decision, as well as impacts of the decision on health determinants

Within this general framework, approaches to HIA vary as they are tailored to work with the specific needs, timeline, and resources of each particular project.

When is it Done?

HIA is a flexible process. Generally an HIA should be carried out before a decision is made or policy is implemented, to allow the HIA to inform the decision or policy.

How Much Does it Cost?

Because HIA can be described as a spectrum of practice, there is no standard cost for conducting one. Health Impact Assessments are highly tailored to work with individual budgets. Scale and approaches of HIA vary based on:
  • The depth and breadth of issues analyzed
  • The types of research methods employed
  • The extent to which stakeholders are involved in developing the HIA
  • The way that HIA findings are used
  • The relationship to regulatory requirements

Health-focused foundations and public agencies are increasingly interested in funding HIAs as a way to proactively reduce costly negative health outcomes that may be associated with a proposed decision or policy.
Is HIA Time Consuming?
Like cost, the length of an HIA can vary, but even a long and complicated HIA is likely to reduce the time associated with project approval. When recommendations from a well-executed HIA (e.g., one that involves community stakeholders) are implemented, the project is less likely to get held up in the approval process or by litigation.

What Does an HIA Produce?
Generally, a completed HIA results in a report that documents the HIA process and findings. This report can then be used to inform policy-makers and engage communities in advocating for decisions in the best interest of community health.

How Do I Know if an HIA is Appropriate?
In order to assess whether an HIA is appropriate, one should consider the potential for the HIA to influence the proposal, the timing of the proposal, and the capacity of stakeholders and community members to participate. Screening, the first step in conducting an HIA, will help you determine if the HIA is appropriate by addressing these considerations.

Is an HIA Ever Required?
Currently, there are few state and no federal regulations that require HIA. However, because many laws and regulations do require the consideration and analysis of health effects on proposed project and plans, an HIA can be a great way to comply with these types of requirements. HIA can also add value to Environmental Impact Assessment.

What Is the Result of an HIA?
There are two desired outcomes of an HIA. One is to influence policies and projects in a way that improves health and diminishes health disparities. The other is to engage community members and stakeholders so they understand what impacts health and how to advocate for improving health.

The Benefits of HIA
At Human Impact Partners, we are dedicated to helping organizations and public agencies who work with low-income communities and communities of color to understand the effects of projects and policies on community health. And we help them use this information to take action.

Our HIAs have looked at many topics, including land use, transportation and housing plans and projects, as well as employment, incarceration and education policy.

Here’s what our work has led to:
- Changes in proposed developments that improve neighborhood housing and employment conditions.
- The inclusion of comprehensive health analyses in decision-making processes that would have otherwise not included such analyses.
- Changes in how policies are framed and debated to improve public health.
- An increase in coverage of health impacts of decisions in the news.
- New collaborations between community organizations, public agencies, and other stakeholders to make sure health is considered in decisions.
- Increased participation in decision-making processes by community residents and empowerment of community organizations.
- New capacity among our partners to conduct HIA successfully.
## 2014 County Health Rankings: Pinellas County

<table>
<thead>
<tr>
<th>Rankings and Measures</th>
<th>Data Source</th>
<th>Data Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Health Outcomes Ranking</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortality Ranking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premature death: Years of Potential Life Lost before age 75, per 100,000 population</td>
<td>National Vital Statistics System</td>
<td>2008-2010</td>
</tr>
<tr>
<td>Morbidity Ranking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poor or fair health: Percent of adults reporting fair or poor health</td>
<td>Behavioral Risk Factor Surveillance System</td>
<td>2006-2010</td>
</tr>
<tr>
<td>Poor physical health days: Average # of physically unhealthy days reported by adults in past 30 days</td>
<td>Behavioral Risk Factor Surveillance System</td>
<td>2006-2012</td>
</tr>
<tr>
<td>Poor mental health days: Average # of mentally unhealthy days reported by adults in past 30 days</td>
<td>Behavioral Risk Factor Surveillance System</td>
<td>2006-2012</td>
</tr>
<tr>
<td>Low birth weight: Percent of live births &lt;2,500 grams</td>
<td>National Center for Health Statistics</td>
<td>2005-2011</td>
</tr>
<tr>
<td><strong>Health Factors Ranking</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Behaviors Ranking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult smoking: Adults who report smoking at least 100 cigarettes and currently smoking most days</td>
<td>Behavioral Risk Factor Surveillance System</td>
<td>2006-2012</td>
</tr>
<tr>
<td>Adult obesity: Adults who report a BMI &gt;= 30</td>
<td>National Center for Chronic Disease Prevention and Health Promotion</td>
<td>2010</td>
</tr>
<tr>
<td>Food environment index: factors that contribute to a healthy food environment</td>
<td>USDA Food Environment Atlas</td>
<td>2010-2011</td>
</tr>
<tr>
<td>Adult physical inactivity: Percent of adults &gt;= 20 reporting no leisure time physical activity</td>
<td>National Center for Chronic Disease Prevention and Health Promotion</td>
<td>2010</td>
</tr>
<tr>
<td>Access to exercise opportunities: % of pop with adequate access to locations for physical activity</td>
<td>OneSource Global Business Browser</td>
<td>2010 &amp;</td>
</tr>
<tr>
<td>Excessive drinking: Adults who report heavy drinking or binge drinking in past 30 days</td>
<td>Behavioral Risk Factor Surveillance System</td>
<td>2006-2012</td>
</tr>
<tr>
<td>Alcohol-impaired driving deaths: proportion of driving deaths with alcohol involvement</td>
<td>Fatality Analysis Reporting System</td>
<td>2008-2012</td>
</tr>
<tr>
<td>Sexually transmitted infections: Chlamydia rate per 100,000 population</td>
<td>National Center for HIV/AIDS, Viral Hepatitis, STD, &amp; TB prevention</td>
<td>2011</td>
</tr>
<tr>
<td>Teen birth rate: Birth rate per 1,000 females ages 15-19</td>
<td>National Center for Health Statistics</td>
<td>2005-2011</td>
</tr>
<tr>
<td><strong>Clinical Care Ranking</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uninsured: Percent of population under age 65 without health insurance</td>
<td>Small Area Health Insurance Estimates</td>
<td>2011</td>
</tr>
<tr>
<td>Primary care providers: ratio of population to primary care physicians</td>
<td>HRSA Area Resource File</td>
<td>2011</td>
</tr>
<tr>
<td>Dentists: ratio of population to dentists</td>
<td>HRSA Area Resource File</td>
<td>2012</td>
</tr>
<tr>
<td>Mental Health providers: ratio of population to mental health providers</td>
<td>CMS, National Provider Identification</td>
<td>2013</td>
</tr>
<tr>
<td>Preventable hospital stays: hospitalization rate for ambulatory-care sensitive conditions per 1,000</td>
<td>Medicare/Dartmouth Institute</td>
<td>2011</td>
</tr>
<tr>
<td>Medicare enrollees</td>
<td>Medicare/Dartmouth Institute</td>
<td>2011</td>
</tr>
<tr>
<td>Diabetic screening: Percent of diabetic Medicare enrollees that receive HbA1C screening</td>
<td>Medicare/Dartmouth Institute</td>
<td>2011</td>
</tr>
<tr>
<td>Mammography screening: percent of female Medicare enrollees that receive mammography screening</td>
<td>Medicare/Dartmouth Institute</td>
<td>2011</td>
</tr>
<tr>
<td>Social &amp; Economic Factors Ranking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High school graduation: Percent of ninth grade cohort that graduates in 4 years</td>
<td>data.gov/; National Center for Education Statistics</td>
<td>2010-2011</td>
</tr>
<tr>
<td>Unemployment: Percent of population ages 16 and older who are unemployed, but seeking work</td>
<td>Bureau of Labor Statistics</td>
<td>2012</td>
</tr>
<tr>
<td>Inadequate social support: Percent of adults without needed social and emotional support</td>
<td>Behavioral Risk Factor Surveillance System</td>
<td>2005-2010</td>
</tr>
<tr>
<td>Violent crime rate: Violent crime rate per 100,000 population</td>
<td>Uniform Crime Reporting/Federal Bureau of Investigation</td>
<td>2009-2011</td>
</tr>
<tr>
<td>Injury deaths: injury mortality per 100,000 population</td>
<td>CDC WONDER</td>
<td>2006-2010</td>
</tr>
<tr>
<td><strong>Physical Environment Ranking</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air pollution: average daily measure of fine particulate matter in micrograms per cubic meter</td>
<td>CDC WONDER</td>
<td>2011</td>
</tr>
<tr>
<td>Drinking water violations: % of pop potentially exposed to water exceeding a violation limit in past year</td>
<td>Safe Drinking Water Information System</td>
<td>FY 2012-13</td>
</tr>
<tr>
<td>Severe housing problems: % of households with at least 1 of 4 housing problems- overcrowding, high costs, or lack of kitchen or plumbing facilities</td>
<td>HUD, Comprehensive Housing Affordability Strategy</td>
<td>2006-2010</td>
</tr>
<tr>
<td>Driving alone to work: % of workforce that drives alone to work</td>
<td>American Community Survey</td>
<td>2008-2012</td>
</tr>
<tr>
<td>Long commute-driving alone: of workers who commute alone, % that commute more than 30 minutes</td>
<td>American Community Survey</td>
<td>2008-2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Health Outcomes Ranking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortality Ranking (50%)</td>
<td>26</td>
<td>30</td>
<td>31</td>
<td>39</td>
<td>39</td>
</tr>
<tr>
<td>Premature death</td>
<td>8,482</td>
<td>8,492</td>
<td>8,550</td>
<td>8,617</td>
<td>8,617</td>
</tr>
<tr>
<td>Morbidity Ranking (50%)</td>
<td>28</td>
<td>26</td>
<td>29</td>
<td>36</td>
<td>22</td>
</tr>
<tr>
<td>Poor or fair health (adults)</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
<td>16%</td>
<td>14%</td>
</tr>
<tr>
<td>Poor physical health days (adults)</td>
<td>4.2</td>
<td>4.0</td>
<td>3.9</td>
<td>4.1</td>
<td>3.7</td>
</tr>
<tr>
<td>Poor mental health days (adults)</td>
<td>3.9</td>
<td>3.8</td>
<td>4.0</td>
<td>4.2</td>
<td>4.0</td>
</tr>
<tr>
<td>Low birth weight</td>
<td>8.1%</td>
<td>8.2%</td>
<td>8.3%</td>
<td>8.5%</td>
<td>8.5%</td>
</tr>
<tr>
<td><strong>Health Factors Ranking</strong></td>
<td>24</td>
<td>20</td>
<td>16</td>
<td>17</td>
<td>18</td>
</tr>
<tr>
<td>Adult smoking</td>
<td>21%</td>
<td>22%</td>
<td>22%</td>
<td>21%</td>
<td>20%</td>
</tr>
<tr>
<td>Adult obesity</td>
<td>26%</td>
<td>26%</td>
<td>24%</td>
<td>24%</td>
<td>24%</td>
</tr>
<tr>
<td>Food environment index (new)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Adult physical inactivity</td>
<td>-</td>
<td>-</td>
<td>21%</td>
<td>21%</td>
<td>20%</td>
</tr>
<tr>
<td>Access to exercise opportunities (new)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Excessive drinking</td>
<td>14%</td>
<td>17%</td>
<td>17%</td>
<td>18%</td>
<td>17%</td>
</tr>
<tr>
<td>Alcohol-impaired driving deaths (new)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sexually transmitted infections</td>
<td>371</td>
<td>434</td>
<td>437</td>
<td>419</td>
<td>422</td>
</tr>
<tr>
<td>Teen birth rate</td>
<td>42</td>
<td>42</td>
<td>40</td>
<td>38</td>
<td>37</td>
</tr>
<tr>
<td><strong>Clinical Care Ranking (20%)</strong></td>
<td>13</td>
<td>3</td>
<td>10</td>
<td>6</td>
<td>11</td>
</tr>
<tr>
<td>Uninsured (under 65)</td>
<td>19%</td>
<td>22%</td>
<td>22%</td>
<td>22%</td>
<td>23%</td>
</tr>
<tr>
<td>Primary care providers (new)</td>
<td>-</td>
<td>829:1</td>
<td>829:1</td>
<td>1,145:1</td>
<td>1,140:1</td>
</tr>
<tr>
<td>Dentists (new)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,683:1</td>
<td>1,636:1</td>
</tr>
<tr>
<td>Mental Health providers (new)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>728:1</td>
</tr>
<tr>
<td>Preventable hospital stays</td>
<td>69</td>
<td>65</td>
<td>62</td>
<td>62</td>
<td>61</td>
</tr>
<tr>
<td>Diabetic screening</td>
<td>81%</td>
<td>83%</td>
<td>83%</td>
<td>85%</td>
<td>86%</td>
</tr>
<tr>
<td>Mammography screening</td>
<td>-</td>
<td>69%</td>
<td>71%</td>
<td>70%</td>
<td>67%</td>
</tr>
<tr>
<td><strong>Social &amp; Economic Factors Ranking (40%)</strong></td>
<td>40</td>
<td>35</td>
<td>28</td>
<td>31</td>
<td>27</td>
</tr>
<tr>
<td>High school graduation (new)</td>
<td>55%</td>
<td>55%</td>
<td>78%</td>
<td>65%</td>
<td>65%</td>
</tr>
<tr>
<td>Some college</td>
<td>-</td>
<td>61%</td>
<td>61%</td>
<td>62%</td>
<td>62%</td>
</tr>
<tr>
<td>Unemployment</td>
<td>6%</td>
<td>10.8%</td>
<td>11.7%</td>
<td>10.5%</td>
<td>8.5%</td>
</tr>
<tr>
<td>Children in poverty</td>
<td>17%</td>
<td>17%</td>
<td>20%</td>
<td>24%</td>
<td>21%</td>
</tr>
<tr>
<td>Inadequate social support</td>
<td>22%</td>
<td>21%</td>
<td>21%</td>
<td>21%</td>
<td>21%</td>
</tr>
<tr>
<td>Single-parent households</td>
<td>37%</td>
<td>39%</td>
<td>39%</td>
<td>41%</td>
<td>37%</td>
</tr>
<tr>
<td>Violent crime rate</td>
<td>814</td>
<td>808</td>
<td>801</td>
<td>740</td>
<td>676</td>
</tr>
<tr>
<td>Injury deaths</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>91</td>
</tr>
<tr>
<td><strong>Physical Environment Ranking (10%)</strong></td>
<td>19</td>
<td>9</td>
<td>11</td>
<td>6</td>
<td>16</td>
</tr>
<tr>
<td>Air pollution (new)</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>8.3</td>
<td>11.0</td>
</tr>
<tr>
<td>Drinking water violations</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Severe housing problems (new)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>19%</td>
</tr>
<tr>
<td>Driving alone to work (new)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>81%</td>
</tr>
<tr>
<td>Long commute-driving alone (new)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>31%</td>
</tr>
</tbody>
</table>


*90th percentile, i.e., only 10% are better

**Data should not be compared with prior years due to changes in definition
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Pinellas Ex-Offender Re-Entry Coalition, Inc. for the "Workforce Readiness and Development Program", at an estimated two-year cost of $600,000, for a total contract amount of $649,928.

Background: On May 26, 2017, Administration approved a one-year blanket purchase agreement (BPA) for the workforce readiness and development program with Pinellas Ex-Offender Re-Entry Coalition, Inc. (PERC). The original funding level of $49,928 for the program was allocated by City Council as part of its approval of the FY2016 South St. Petersburg CRA budget in February 2016. City Council's approval was not required at the time, since the original agreement was under the $100,000 threshold. Due to expansion of the program to serve more clients, which will increase the annual contract amount, City Council's approval is required. This is the final two-year renewal option.

The program provides education and job training to prepare residents of the South St. Petersburg Community Redevelopment Area for job opportunities with emerging St Petersburg jobs, as well as job placement and mentoring. The primary client focus is unemployed young adults between 16 and 24 years of age; single-parent households; ex-offenders and/or unemployed residents of the CRA census tracts with the highest unemployment rates. In addition, the provider is responsible for data management and reporting services for the City to assess the program, seeking additional funding from other non-profit and public resources, status reports on participants, and providing career-driven job placement.

This renewal will be funded through the FY2017 budget for the South St. Petersburg Community Redevelopment Trust Fund. On May 18, 2017, City Council approved Resolution 2017-316 that, among other actions, allocated $609,000 for education, job readiness and workforce development. This approval, which represents 50 percent of the FY2017 budget, supports City Administration's philosophy of investing in "poverty reduction" programs and projects that underpin the South St. Petersburg Redevelopment Plan. City Administration expects to continue this level of investment for the life of the redevelopment plan, which expires in 2045. Future programs are expected to include: early childhood education, teen job readiness, and opportunities for mid-career residents to upgrade their skills through certification and education to improve their career options, subject to a Request for Proposal process and City Council approval.

Approximately $217,000 of the $600,000 will be paid to PERC in twelve monthly installments of $16,313. (Ten percent of the total amount will be paid after the final status report by PERC is submitted by May 1, 2020.) The remaining $383,000 is budgeted for services, including childcare, mentoring, transportation and on-the-job-training, which will be performed by PERC's partners. These partners are St. Petersburg College, Pinellas Technical College, Mount Zion Human Services, Pinellas Opportunity Council, the Pinellas County Urban League and the 2020 Plan. City payments to PERC for client services provided by these partners will be paid after the services are rendered.

This renewal will continue to focus on the "hard-to-hire population" in South St. Petersburg, and will increase the number of clients required to be served commensurate with the increase in the contract amount. In addition, a rate schedule will be added that includes cost estimates for workforce readiness, skills training, own-the-job-training funds, client needs and evaluation, mentoring and transportation services. The rate schedule will be used to facilitate the City's validation of program costs.
The Procurement Department, in cooperation with the Planning and Economic Development Department, recommends for renewal:

Pinellas Ex-Offender Re-Entry Coalition, Inc. ......................... $600,000

| Original contract amount | $49,928 |
| 1st renewal (2 years)    | 600,000 |
| New contract amount      | $649,928 |

The vendor agrees to hold rates firm under the terms and conditions of RFP No. 6315, dated December 2, 2016. Administration recommends renewal of the agreement based on the vendor’s past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through May 1, 2020.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Capital Improvement Fund (3001), Education, Job Readiness Project (16067).

Attachments: Resolution

Approvals:
A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH PINELLAS EX-OFFENDER RE-ENTRY COALITION, INC. FOR EXPANSION OF THE WORKFORCE READINESS AND DEVELOPMENT PROGRAM FOR THE PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT TO EXTEND THE TERM FOR AN ADDITIONAL TWO-YEAR PERIOD AND INCREASE THE CONTRACT PRICE FOR THE RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $600,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $649,928; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 26, 2017, Administration executed a one-year agreement ("Agreement") with one two-year renewal option to the Pinellas Ex-Offender Re-Entry Coalition, Inc. for the Workforce Readiness and Development Program ("Program") pursuant to RFP No. 6315, dated December 2, 2016; and

WHEREAS, due to expansion of the Program to serve more residents of the South St. Petersburg Community Redevelopment Area, an increase in the contract amount is necessary; and

WHEREAS, Administration desires to amend the Agreement to exercise the sole renewal option for an amount not to exceed $600,000 for the renewal term; and

WHEREAS, Pinellas Ex-Offender Re-Entry Coalition, Inc. has agreed to hold prices firm under the terms and conditions of RFP No. 6315; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Planning and Economic Development 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 the Pinellas Ex-Offender Re-Entry Coalition, Inc. for the expansion of the Workforce Readiness and Development Program for the Planning and Economic Development Department to extend the term for an additional two-year period and increase the contract price for the renewal term in an amount not to exceed $600,000 is hereby approved.

BE IT FUTHER RESOLVED that the total contract amount shall not exceed $649,928.

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)

00370284
TO: Members of City Council  
DATE: April 5, 2018  
COUNCIL DATE: April 19, 2018  
RE: Rebates for Rehab Program

ACTION DESIRED:  
Respectfully requesting administration provide to the Housing, Land Use, and Transportation, or other relevant committee, a status report on the Rebates for Rehab Program.

RATIONALE:  
The Affordable Housing Advisory Committee recommended increasing the funding of the program by $200,000 annually.

Brandi Gabbard, Council Member  
District 2
RESPECTFULLY REQUESTING ADMINISTRATION CONSIDER THE CREATION OF A COMMUNITY HOUSING COUNCIL TO ALLOW ALL COMMUNITY STAKEHOLDERS A REGULARLY SCHEDULED FORUM TO DISCUSS HOUSING RELATED ISSUES.

BRANDI GABBARD, COUNCIL MEMBER
DISTRICT 2
TO: Members of City Council

DATE: April 11, 2018

COUNCIL DATE: April 19, 2018

RE: Tenant’s Rights

ACTION DESIRED:

Respectfully requesting to the Housing, Land Use, and Transportation Committee, a discussion of potential Council actions aimed at protecting tenant’s rights.

Topics for discussion should include, but are not limited to:

1. Just Cause Evictions – To ensure every renter is guaranteed a valid reason and reasonable notice of their eviction from a property

2. Source of Income - To ensure renters are not discriminated against for an alternative sources of income (i.e. Section 8 voucher) when applying for housing.

3. Right to Counsel – To ensure low-income renters have access to legal counsel when facing eviction.

RATIONALE:

All three of these examples have been done in other municipalities and are an important component to retaining affordable rental housing for our citizens. These ordinances have also proven to be a key lever in other areas for preventing and diverting people from the Homeless Crisis Emergency Response System. Legal is currently reviewing sample ordinance language and can provide additional information when scheduled for Committee discussion.

Amy Foster
Council Member, District 8
TO: Members of City Council

DATE: April 11, 2018

COUNCIL DATE: April 19, 2018

RE: Cooperative Housing

ACTION DESIRED:

Respectfully requesting a presentation and related discussion about cooperative housing to the Housing, Land Use, and Transportation Committee. Presentation requested from Judith Turner, Executive Director of Florida Cooperative Empowered Economic Development (CEED) Corp and Jonathan Rodriguez, CEED Director.

RATIONALE:

Cooperative housing, a tool currently underutilized, can be a valuable resource in increasing housing affordability in St. Petersburg. Florida Statute, Chapter 719, governs all cooperatives in the state, however co-op structure and target residents (i.e. seniors) can vary widely. Residents of co-ops are partial owners of the shared property and take out share loans rather than typical mortgages which are payed back monthly in addition to shares of other housing costs such as utility bills. A limited equity model allows for restrictions on the price of a share in the co-op that can help maintain long-term affordability. Additional benefits of cooperative housing include pride in ownership and the building of strong social communities.

Brandi Gabbard
Council Member, District 2
TO: Members of City Council

DATE: 4-12-2018

COUNCIL DATE: 4-19-2018

RE: Request legal draft a resolution requesting the state restore funding for the Arts

ACTION DESIRED:
Respectfully request that legal draft a resolution to the Governor and State Legislators in regard to the restoration of the arts funding which was cut in the recently passed state budget.

I further request that our Cultural Affairs Director present a report at a City Council meeting in regard to the impact of the budget cuts on local arts agencies.

I also request that this issue be added to our legislative agenda and that we receive regular reports on the status of this funding.

State Department of Cultural Affairs funding:
2015  $43,073,117
2016  $34,829,393
2017  $32,699,894
2018  $24,593,321
2019  $ 2,650,000

RATIONALE:
These cuts run counter to the goals of the Grow Smarter strategy. The Grow Smarter strategy is a public-private partnership between the City of St. Petersburg and the St. Petersburg Chamber of Commerce. The goal of the Grow Smarter strategy is to identify industry clusters that are poised for growth in St. Petersburg and focus our economic development efforts in these areas. Creative Industries, which include the arts organizations de-funded by the State Department of Cultural Affairs, has been identified as one of the five clusters poised for economic growth in St. Petersburg by the Grow Smarter Strategy, and these drastic cuts will hurt the economic vitality of St. Petersburg.

Steve Kornell, Council Member
District 5
WHEREAS, the City of St. Petersburg ("St. Petersburg") has a long history of supporting arts and culture; and

WHEREAS, St. Petersburg is known for its concentration of blown-glass artists and benefits from the presence of dozens of top-ranked galleries, several theatrical and music venues, many world-famous museums, seven performing arts companies, and over 1,000 public events annually; and

WHEREAS, in this 2018 Legislative Session, state legislators failed to understand the strong data that demonstrates the powerful economic value to communities that have arts and culture by drastically cutting funding to the arts to a mere $2.6 million; and

WHEREAS, between 2014 and 2017, funding had already been cut from $43 million to $25 million; and

WHEREAS, St. Petersburg has partnered with the St. Petersburg Chamber of Commerce in the Grow Smarter strategy to target specific job sectors for growth and development, and Creative Arts and Design is an industry cluster that is poised for growth in St. Petersburg; and

WHEREAS, St. Petersburg’s growing prominence in the arts not only bolsters St. Petersburg’s prospects as a tourism destination, but also holds opportunities to evolve creative arts and design as an economic driver in the economic vitality of St. Petersburg; and

WHEREAS, numbers from Florida’s Division of Culture and regional arts organizations show that $1 invested in the arts returns between $5 and $11 to communities; and

WHEREAS, these drastic funding cuts by the State Legislature will hurt the economic vitality of St. Petersburg.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Florida Legislature to make a deliberative and thorough effort to support the arts by restoring the arts funding to no less than $43 million to return to 2014 levels of funding for the arts.
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) Citylaw A18-00389
To: The Honorable Chair, Vice Chair, and Members of City Council

From: Housing, Land Use, and Transportation Committee: Chair Darden Rice, Lisa Wheeler-Bowman, Charlie Gerdes, Amy Foster, and Brandi Gabbard (Alternate)

Support Staff: Kayleigh Sagonowsky, City Council Legislative Aide

Re: Housing, Land Use, and Transportation Committee Meeting of March 22, 2018

New Business:

**Affordable Housing Discussion, Robin Kniech, Denver, Colorado, City Council Member**

Chair Rice began the meeting by introducing Robin Kniech, a City Councilmember from Denver, Colorado. Councilmember Kniech provided an overview of Denver’s past and present policies on affordable housing and explained the city’s progress to produce more affordable units led by Council effort CM. Kniech explained that Denver began by allocating $2 million from their general fund and have since been able to increase their yearly contributions. She recommended starting with some small, simple steps, to create momentum and increase stakeholder buy-in.

With steadily decreasing state and federal housing funds, CM. Kniech said Dever has been able to fill in funding gaps by creating two sources of dedicated revenue. The first, a property tax which generates $8-9 million per year, was passed by citizens with the use for affordable housing not specified, but allowed. The second, which fluctuates yearly in revenue generation, is the creation of a Development Impact Fee, under which developers pay less than $2/ sq. ft. for new construction. The impact fee replaced an inclusionary housing policy CM Kniech described as having mixed results.

Under Denver’s previous inclusionary zoning policy, most developers chose to pay a fee rather than build affordable units. In order to address this, Denver City Council approved changes to divide the city into three tiered subsidy zones based on their low, medium, or high needs. They then structured their subsidies and buyout fees according to the needs in those areas. CM Kniech explained that in replacing this policy, they lost further creation of mixed income housing. Currently, Denver uses their dedicated revenue primarily to provide gap funding to non-profits, for-profits, and the Denver Housing Authority to build new units. Last year 1,200 new affordable units were created. They also help people stay in their homes by providing supports such as temporary rental assistance.

**Complete Streets Update (MLK Jr.), Cheryl Stacks, Manager Transportation and Parking Management**

Transportation and Parking Manager Cheryl Stacks and Bicycle and Pedestrian Coordinator Lucas Cruse presented proposed changes to Dr. Martin Luther King Jr. Street North from 5th Avenue North to 35th Avenue North. This roadway is presently built to highway specs and therefore experiences high speeds incongruent with
desired local neighborhood and business safety goals for cars, bikes, and pedestrians alike. Ms. Stacks explained that street resurfacing provides a great opportunity to reconsider the layout of lanes within existing curbs and to save money in the process. Incorporating the City’s Complete Streets Policy will provide safe and convenient roads for all modes of transportation.

Ms. Stacks provided a list of public engagement and outreach events conducted as part of the redesign process since November of 2017. Currently, there are no bike lanes and limited crosswalks in this segment of roadway. One third of drivers on this road exceed the speed limit of 35 mph by more than 10 mph creating significant speeding and safety concerns. There has also been a total of 108 crashes on this roadway in the last three years.

A key change to the layout will include adding four new flashing yellow crosswalks. Staff discussed the other proposed changes by speaking about the project in five sections.

Segment 1: 5th Avenue North to 7th Avenue North
- Eliminate one north bound lane to create bike lanes in both directions and retain on-street parking

Segment 2: 7th Avenue North to 9th Avenue North
- Convert one north bound lane and underutilized on-street parking to a landscaped median and buffers for continued bike lanes

Segment 3: 9th Avenue North to 11th Avenue North (Highland Road Merge)
- Highland to 11th: Convert one south bound lane and narrow lanes to continue buffered bike lanes
- 9th to Highland: Convert one south bound lane and narrow lanes to continue buffered bike lanes

Segment 4: 11th Avenue North to 30th Avenue North
- Convert one north bound lane to a landscaped median
- Narrow all lanes to provide continuous bike lanes

Segment 5: 30th Avenue North to 34th Avenue North
- No changes to current striping due to a limited curb to curb width

Transportation staff analyzed these proposed changes for current and projected 2030 conditions to measure the level of service for drivers, bikers, and pedestrians. The current striping of the road in all segments is considered to have a high level of traffic stress which is uncomfortable for cyclists and pedestrians. With the proposed changes, the majority of the road (segment four) will become a moderate-low traffic stress zone which is suited for the mainstream adult population. Segments 1-3 will become a moderate-high stress zone which is tolerated by confident cyclists and pedestrians. Segment five will remain a high stress level.

Currently there are 12 intersections on the roadway, 6 being low stress and 6 being moderate-high stress. With the proposed changes, the 6 low stress intersections would remain, 5 would become moderate-low stress and 1 would become moderate-high stress.

The 22nd Ave. intersection is a concern for Ms. Stacks, but with limited options, staff decided to optimize light timing and creating a combined bike lane/right turn lane to somewhat improve conditions. With these changes
there will be no significant difference in travel times for pedestrians and drivers. There will be decreased travel times for cyclists and safety and comfortability should increase for all.

Administration’s next steps include developing detailed plans that show the revised alternatives, circling back to neighborhood associations, chamber members, and other stakeholders on April 5th, and coordinating with FDOT on the 5th Ave. intersection which is in their jurisdiction. The new pavement markings will remain in paint rather than thermoplastic material until a complementary project to build the enhanced crosswalks and medians is completed. Ms. Stacks recommended that markings remain in paint a bit longer than usual to monitor the roadway and determine if changes are necessary. Construction is anticipated to begin this spring.

Chair Rice thanked Ms. Stacks and Mr. Cruse for their presentation and said she looks forward to these changes increasing safety and comfortability, and encouraging economic development along the corridor.

Next HLUT Committee Meeting:

Scheduled to be held on April 26, 2018 at 10:30 A.M.

Topics Include:

- Discussion of the Home Share Program, Wanda Weber, Tarpon Springs Housing Authority
- First Year Operation of the Bike Share Program, Cheryl Stacks, Transportation and Parking Management
To: Budget, Finance & Taxation Committee
From: Bradley H. Scott, City Auditor
Date: April 19, 2018
Re: FY2018 Management Evaluation – Sanitation Department
   Scope of Services (Revised) Approval and Authorization to Issue RFP

At the January 25, 2018 Budget Finance & Taxation meeting, the committee discussed and selected the Sanitation Department for the FY 2018 management evaluation. A DRAFT Scope of Services was prepared and presented at the April 12, 2018 Budget Finance & Taxation meeting for your approval. At that meeting, the committee requested additional edits to the scope which have been incorporated into the attached Scope of Services (Appendix A) for this management evaluation. We have also attached a resolution for your approval.

We are requesting your approval of the draft Scope of Work and authorization to issue the RFP.

If you have any questions please call me at 7978.

Attachment

cc: Mayor Rick Kriseman
    Kanika Tomalin, Deputy Mayor/City Administrator
    Tom Greene, Assistant City Administrator
    Jacqueline Kovilaritch, City Attorney
    Jeannine Williams, Chief Assistant City Attorney
    Louis Moore, Procurement & Supply Management Director
    Karen Dewar, Senior Procurement Analyst
    Boriana Pollard, Office of the City Auditor
Appendix A
Scope of Services
Sanitation Department

Introduction

The City of St. Petersburg (City) is requesting proposals from qualified firms ("Offerors") to conduct a management evaluation of the City’s Sanitation Department in accordance with Section 4.05 (b)(1) of the City Charter. That section states in part that “City Council, at any time, shall be permitted to conduct a management evaluation, by a professional consultant, of the administrative activities of the city, or any portion thereof, under the direction of City Council. At least once every two years the City Council shall discuss and make a decision as to whether or not any such an audit is needed. The management evaluation and all reports and recommendations shall be directed to the Council.”

The Offeror selected for the study should be knowledgeable in municipal waste management (Sanitation) services, management and operations.

Scope of Work to be Performed

Offeror shall provide all labor, materials, supervision, tools, equipment, facilities, and travel necessary to provide a management evaluation of the City’s Sanitation Department. Offeror’s services shall include, but are not limited to performing tests and analysis necessary, including interviews with employees at all levels of employment, to allow Offeror to evaluate the efficiency and effectiveness of the operations of the Sanitation Department, and to form an opinion and report on the department’s operations in the following areas and make recommendations on how they may be improved:

Mission and Goals: Has the department adopted a departmental mission (or vision) statement? Is the department’s mission compatible with the mission of the city? Is the department’s mission (or vision) stated clearly, concisely and in easily understandable terms and are employees aware of its mission? Has management set operational goals for the department? Are these goals congruent with each other? Do these goals directly support the mission? Are these goals stated in measurable terms (benchmarks)? Is there methodology used to help employees understand how their daily work contributes to the goals of their units and the overall mission of the department and the City?

Organization Structure: Is the organizational structure currently in place adequate to accomplish the department’s mission and/or goals? Is the department organized in such a way that missions and accountability are clearly defined without duplication and overlap of responsibility? Is the department organized to optimize integration, cooperation, and communication within the department as well as with other departments, other outside agencies, the Mayor and Council, and the citizens? Does the organizational structure for the department have the appropriate span of control and does it follow best practices? How does the organizational structure compare to other governmental units of similar size?

Staffing Levels: Is the staffing level adequate to maintain the service levels expected by our citizens and anticipated in the approved budget document? Are staffing levels adequate within each classification (i.e. drivers, servicemen, maintenance workers, inspectors, technicians, professional, specialists, supervisory, management, etc.)? Is the current staff turnover levels
appropriate for the department and how do these compare with other governmental units of similar size?

Staff Qualifications: Are the staff members, including management, supervisory, office staff and operations staff qualified to carry out their duties as well as the City's policies and procedures? Do managers, supervisors and operations staff have the necessary education, licenses, and professional certifications to perform their duties? Do managers, supervisors and operations staff have the necessary experience and knowledge to perform their duties? Is the overall experience level of staff adequate? Do the skill sets and expertise levels of staff match up with the job skills required to perform their duties? Are there adequate growth opportunities in place for all staff including promotions and management opportunities and are these available to all staff on an equal basis? Does the director and upper management participate in industry/professional conferences and, if so, how frequently do they attend these events? Is training of staff (both short term and long term) adequate for the required duties and is the opportunity for training available to all staff on an equal basis? Does the department have a succession plan in place for management, supervisory and operational staff and does this plan include empowerment and/or training of current staff for these future roles?

Management of Staff: Do managers and supervisors demonstrate strong leadership? Do they have credibility and the confidence of subordinates? Do managers and supervisors clearly communicate the City’s and department’s goals and objectives? Are these goals and objectives incorporated into daily tasks and action plans? Do managers and supervisors hold their subordinates accountable for meeting established goals, objectives, and expectations? Do managers and supervisors lead by example? Do managers and supervisors encourage change management throughout the department? Do managers and supervisors provide consistent coaching, counseling, and feedback to subordinates? Are work schedules (including the scheduling of routes) established to accomplish the goals and objectives of the department in the most efficient and effective manner? Are staff responsibilities determined in such a way as to reduce duplication of effort, both within the department and with other City departments? Is the distribution of assignments the most equitable and efficient?

Policies and Procedures: Are the City’s (including departmental) policies and procedures as applied by the department adequate to provide for efficient and effective operations of the department? Are industry best practices being utilized by the department? Is the department's operating and/or CIP budget adequate for it to accomplish its mission?

Customer Service: Has the department clarified all the standards that are expected from our employees and are they agreed to as a management team? Does the department train employees in customer care and standards expected of them? Are all employees given the opportunity to put forward practical suggestions about how they feel customer care could be improved? Is customer satisfaction levels measured on a regular basis with feedback from typical customers? Is action taken where possible on customer suggestions/common complaints? Are employees kept informed about customer satisfaction and action being taken to improve it? Are employees who provide ‘that little bit extra’ for excellent customer care rewarded.

Safety of staff: Are there adequate safeguards for staff on the job in all areas of the department? Is there an established on the job safety training program and is this program effective? Are there incentives in place to provide for greater safety of employees? Is the current safety program
appropriate for the department and how does it compare to industry best practice and with other governmental units of similar size?

**Equipment and Technology:** Does the department effectively and proactively utilize technology to improve services, optimal scheduling and control costs? Does the department effectively maintain and utilize their equipment and plant facilities? Is the current technology utilized appropriate for the department and how do these compare with other governmental units of similar size?

In addition to the above, the following are specific operational areas which the City feels should be addressed with this study:

- Evaluate the implementation of the curbside recycling program to determine whether it was successful, efficient and effective. How can the curbside recycling program be better integrated into a comprehensive solid waste management approach? Could a more comprehensive solid waste management approach result in future cost savings to the City? Review the progress and implementation plan to expand the recycling program for multi-family and business recycling. Does the department have the resources to expand the recycling program? How could the recycling program be expanded provided the resources are available and conditions for expansion are adequate? Analyze the cost/benefit for the potential expansion of this program? What would be the timing on expanding the program? How does the City's recycling program compare with other governmental units of similar size?

- Evaluate the current recycling site (Waste Connections, 1190 20th Street North). What options does the City have to improve the appearance of this site? Are there alternative sites available?

- Evaluate the City's program for placing cameras inside Sanitation vehicles to determine its effectiveness. Should cameras only be utilized for safety purposes (i.e. new employees or employees with poor driving records)? Compare this program with other governmental entities of similar size, governmental structure and budget.

- Evaluate the department’s operations, processes and policies. Identify best practices available for the operational processes of the department and compare these with other governmental entities of similar size, governmental structure and budget. Determine whether the City should be utilizing any of these best practices.

- Evaluate the department’s current delivery model for solid waste and recycling pickup and compare to best practices and to other governmental entities of similar size, governmental structure and budget.

- Evaluate the department’s performance and activity related to the post-storm debris pick-up in conjunction with Hurricane Irma. What did the department do right/wrong after this event? What did the department experience in response to this event?
Report

Offeror shall provide twenty (20) hard copies and one (1) digital copy in PDF format on a USB flash drive of its management evaluation report to the City within 120 days (180 days if the Confidential Employee Survey is included) after execution of the agreement between the City and selected firm. The report shall show findings and recommendations, including an executive summary, related data tables, charts, graphs, and other statistical analysis or supporting documentation. Offeror shall be required to make a minimum of two oral presentations of its findings and recommendations to the Budget, Finance & Taxation (BF&T) Committee and City Council.
Sanitation Department Confidential Employee Survey

As a separate component of the management review, the City would like to receive pricing and methodology information for the Offeror to conduct a confidential survey of Sanitation employees to ascertain their attitude regarding the management and working environment in the department (including employee moral). The survey conducted should meet the following criteria:

- It will be based on a 100% sample of the employees in the department, with survey responses to be confidential.
- Survey responses are to be analyzed by several demographic groupings, to include at a minimum, race, gender, organizational unit (division, section), organizational level, and employee function (field worker, office worker, supervisor, etc.), and tenure with the department and organization.
- Areas of interest to be surveyed will include, but not be limited to employee attitude with regard to supervision, upper management, working and safety conditions, interpersonal relationships with other employees, opportunity for advancement, satisfaction with communication up and down the organizational hierarchy, satisfaction with resources needed to do the job, and other factors identified as important issues through interviews with department management, supervisors, and a sample of employees.
- A methodology to administer the survey to employees with limited reading and writing skills must be included.

The Offeror will be responsible for:

- Conducting preliminary research and interviews to determine the appropriate topics to survey.
- Designing and preparing the survey instrument.
- Disseminating surveys and collecting completed surveys.
- Performing data analysis of the surveys returned and reporting survey results by demographic groupings.
- Where appropriate, making recommendations for organizational changes or programs based upon survey findings.

The survey instrument developed shall become the property of the City of St. Petersburg and may be used by the City to conduct future surveys at the City’s discretion. The City reserves the right to modify, alter, or revise the survey as it deems appropriate.

Offeror’s responses should include:

- A proposed methodology for determining the appropriate areas to include in the survey.
- A proposed format for the survey.
- A description of the means by which the survey will be administered and the data collected.
- A description of the way in which the survey data will be analyzed.
- A description of how the data will be reported, and to whom.
- Consultant’s experience in conducting similar surveys, with sample surveys included where possible.
- The cost to conduct the survey.
RESOLUTION NO. ___

A RESOLUTION APPROVING THE SCOPE OF SERVICES FOR A MANAGEMENT EVALUATION OF THE SANITATION DEPARTMENT; AUTHORIZING THE ADMINISTRATION TO ISSUE THE REQUEST FOR PROPOSAL FOR A MANAGEMENT EVALUATION OF THE SANITATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.05(b) of the City Charter requires that at least once every two years the City Council shall discuss and make a decision as to whether or not a management evaluation is needed; and

WHEREAS, on January 25, 2018, the Budget, Finance and Taxation Committee discussed whether a management evaluation was needed and requested that administration prepare a scope of services for a management evaluation of the Sanitation Department; and

WHEREAS, on April 12, 2018, the Budget, Finance and Taxation Committee reviewed and voted to approve the scope of services for a management evaluation of the Sanitation Department; and

WHEREAS, City Council approves of the recommendation of the Budget, Finance and Taxation Committee and desires that Administration issue the Request for Proposal for a management evaluation of the Sanitation Department.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the scope of services for a management evaluation of the Sanitation Department is approved and the administration is authorized to issue the Request for Proposal for a management evaluation of the Sanitation Department.

This resolution shall become effective immediately upon its adoption.

APPROVAL:

______________________________
City Attorney
A RESOLUTION AUTHORIZING A LAWSUIT TO CHALLENGE THE ONEROUS PENALTIES OF FLA. STATUTE 790.33; CONFIRMING THE APPOINTMENT AND RETENTION OF WEISS SEROTA HELFMAN COLE & BIERMAN AS SPECIAL LEGAL CO-COUNSEL TO THE CITY OF ST. PETERSBURG TO PERFORM LEGAL SERVICES RELATED TO THE PENALTY CHALLENGE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the City of St. Petersburg is authorized to pursue all civil remedies available, including making claims and filing lawsuits against appropriate responsible parties related to the lawsuit to challenge the legality of certain penalty provisions set forth in section 790.33, Florida Statutes.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida that the retention of the law firm of Weiss Serota Helfman Cole & Bierman as Special Legal Counsel to the City of St. Petersburg to perform legal services as co-counsel related to the lawsuit to challenge the legality of certain penalty provisions set forth in section 790.33, Florida Statutes is hereby confirmed.

BE IT FURTHER RESOLVED that pursuant to Section 3.06 of the City Charter, the services to be performed by Special Legal Co-Counsel will be as delegated by the City Attorney.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
April 4, 2018

VIA EMAIL (Joseph.Patner@stpete.org)
Joseph P. Patner, Esq.
Executive Assistant City Attorney/Head of Litigation
City of St. Petersburg
P. O. Box 2842
St. Petersburg, FL 33731-2842

Re: Lawsuit Challenging Section 790.33, Florida Statutes
Leon County Circuit Court Case No. 2018 CA000699 (the “Lawsuit”)

Dear Mr. Patner:

We are pleased that the City of St. Petersburg wishes to consider joining the Lawsuit and engage our Firm to represent the City and some of its elected officials as plaintiffs.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we would render for the City, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which the City will make payment.

1. Nature of Legal Services. The City has engaged us to represent it and any of its elected officials who wish to participate as party plaintiffs, in their official capacities in intervening in the Lawsuit to challenge the legality of certain penalty provisions set forth in section 790.33, Florida Statutes. Our services will include the intervention in and prosecution of the Lawsuit against appropriate state officials and/or agencies, as well as any appeals that may follow thereafter (together, the “Action”).

2. Fees for Services. The City will be charged and agrees to pay a flat fee of $10,000.00 for our services, together with applicable taxes, if any. This payment will also be on behalf of any City elected officials who elected to participate in the Action, and will be
due within 30 days of execution of this letter agreement. If more than 15 cities choose to have the Firm represent them in connection with the Action, the flat fee set forth herein will be reduced by 1% for each city over 15 up to a maximum reduction of 25% (which would lower the flat fee to $7,500 if 40 or more cities engage the Firm to represent them), and the Firm will refund any amounts paid in excess of the flat fee. It is contemplated that Jamie A. Cole and Edward G. Guedes will have primary responsibility for this matter.

2. Costs. All litigation costs are incorporated within the flat fee referenced in paragraph 2, above.

3. Payment of Fees and Costs. The flat fee referenced in paragraph 2, above, will be due within 30 days of execution of this retainer agreement.

4. Withdrawal from Representation. We reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled “Nature of Legal Services.” In this matter, the Firm will be representing other local governments and officials in this lawsuit and the City and individual elected officials below hereby waive any conflicts related to such representation.

Please be advised that from time to time we are or may be called upon by clients to represent them as to requests for various approvals, litigation, and other matters with respect to or involving your City. You recognize and acknowledge that by signing this letter, you will be deemed to have waived any potential conflict of interest in our representation of those clients arising from our representation of the City in the Action.

7. Fees for Other Services. In the event you ask us to render legal services with respect to other matters, a separate retainer agreement will be necessary in order to provide those services.

8. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and
delivering it to us. If any of the City’s elected officials wish to participate as plaintiffs in their official capacities, they should countersign this agreement as well in the space provided below.

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN

___________________________
Jamie A. Cole

CITY OF ST. PETERSBURG

By: _____________________________
Title:

AGREED AND ACCEPTED on ____________, 2018.

ELECTED OFFICIALS:

___________________________  __________________________

___________________________  __________________________

___________________________  __________________________

___________________________  __________________________
MEMORANDUM

TO: Mayor Rick Kriseman
    Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

FROM: Joseph P. Patner, Executive Assistant City Attorney

Date: April 13, 2018

SUBJECT: Firearm Preemption Litigation

On April 2, 2018, nine (9) cities and thirty-one (31) elected officials filed suit in Tallahassee. The purpose and nature of this lawsuit is to challenge the onerous penalties contained in Florida Statute § 790.33.

The penalties are imposed whenever a municipality or its officials are found to have violated the field of regulation of firearms. The penalty provisions of § 790.33 threaten an official who violates this section with removal from office and up to a $5,000.00 fine that must be paid personally by the official. Public funds may not be used to defend the official.

The lawsuit seeks declaratory relief declaring that the penalty provisions contained in § 790.33 are unconstitutional and invalid.

This is not an attempt to regulate firearms. Approval of the attached resolution will authorize the City of St. Petersburg to intervene as a plaintiff.

In addition to our office representing the St. Petersburg parties, the law firm of Weiss Serota Helfman Cole & Bierman has agreed to both allow us to intervene in to this lawsuit as well as to serve as co-counsel for the St. Petersburg parties, which includes the Mayor and any individual council members who wish to participate in the suit in their official capacity. The costs would be absorbed and spread among the various parties.

In addition to authorizing the City to intervene in the lawsuit, the attached resolution confirms Weiss Serota Helfman Cole & Bierman as special legal counsel for this matter and approves a
letter agreement related to such engagement. The City will be charged a flat fee of $10,000.00. This payment will also be on behalf of any City elected officials who elect to participate in the suit. Funding for the $10,000.00 is currently available in the City Attorney’s Office budget.

Attachments: Resolution
Letter Agreement
Complaint

00371649.doc
IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT IN AND FOR LEON COUNTY, FLORIDA

CASE NO.

CITY OF WESTON, FLORIDA;
MAYOR DANIEL J. STERMER,
COMMISSIONER MARGARET BROWN,
and COMMISSIONER BYRON L. JAFFE,
each as elected officials of the City of Weston, Florida;

CITY OF MIRAMAR, FLORIDA;
MAYOR WAYNE M. MESSAM,
COMMISSIONER YVETTE COLBOURNE,
COMMISSIONER WINSTON F. BARNES,
and COMMISSIONER DARLINE B. RIGGS,
each as elected officials of the City of Miramar, Florida;

CITY OF POMPANO BEACH, FLORIDA;
and MAYOR LAMAR FISHER,
as an elected official of the City of Pompano Beach, Florida;

VILLAGE OF PINECREST, FLORIDA;
MAYOR JOSEPH M. CORRADINO,
VICE-MAYOR CHERI BALL,
COUNCILMEMBER ANNA HOCHKAMMER, COUNCILMEMBER DOUG KRAFT, and COUNCILMEMBER JAMES E. MCDONALD, each as elected officials of the Village of Pinecrest, Florida;

CITY OF SOUTH MIAMI, FLORIDA;

CITY OF MIAMI GARDENS, FLORIDA;
MAYOR OLIVER G. GILBERT, III, VICE-MAYOR ERHABOR IGHODARO, PH. D.,
COUNCILMEMBER LISA C. DAVIS,
COUNCILMEMBER RODNEY HARRIS,
COUNCILMEMBER LILLIE Q. ODOM,
COUNCILMEMBER FELICIA ROBINSON,
and COUNCILMEMBER DAVID WILLIAMS, JR., each as elected officials of the
City of Miami Gardens, Florida;  
CITY OF MIAMI BEACH, FLORIDA;  
MAYOR DANIEL GELBER,  
COMMISSIONER MICKY STEINBERG,  
COMMISSIONER MARK SAMUELIAN,  
COMMISSIONER MICHAEL GÓNGORA,  
COMMISSIONER KRISTEN GONZALEZ,  
COMMISSIONER RICKY ARRIOLA, and  
COMMISSIONER JOHN ALEMÁN  
each as elected officials of the City of Miami Beach, Florida;  
CITY OF CORAL GABLES, FLORIDA; and  
MAYOR RAUL VALENTE-FAULI,  
as an elected official of the City of Coral Gables, Florida;  
TOWN OF CUTLER BAY, FLORIDA;  
MAYOR PEGGY R. BELL, and  
COUNCILMEMBER ROGER CORIAT,  
each as elected officials of the Town of Cutler Bay, Florida; and  
CITY OF LAUDERHILL, FLORIDA; and  
MAYOR RICHARD J. KAPLAN, as an elected official of the City of Lauderhill, Florida,  
Plaintiffs,  
vs.  
THE HONORABLE RICHARD “RICK”  
SCOTT, in his official capacity as Governor of  
the State of Florida, and in his official capacity  
as head of the Department of Revenue;  
THE HONORABLE PAMELA JO BONDI, in  
her official capacity as Attorney General of the  
State of Florida;  
THE HONORABLE ADAM H. PUTNAM,  
in his official capacity as Commissioner,  
Florida Department of Agriculture and  
Consumer Services;  
THE HONORABLE RICK SWEARINGEN,
in his official capacity as Commissioner, Florida Department of Law Enforcement;

THE HONORABLE SHERRILL F. NORMAN, in her official capacity as Auditor General of the State of Florida; and

THE HONORABLE JIMMY PATRONIS, in his official capacity as Chief Financial Officer of the State of Florida,

Defendants.

COMPLAINT FOR DECLARATORY RELIEF

Plaintiffs bring this action against Defendants for declaratory relief, and state as follows:

Overview

1. This is an action by numerous Florida municipalities and elected officials challenging the onerous, unconstitutional, and unprecedented penalties contained in section 790.33, Florida Statutes. The penalties are imposed whenever a municipality or its officials are found to have violated or impinged upon the State Legislature’s purportedly exclusive occupation of the field of regulation of firearms and ammunition.

2. Normally, the enactment of a law in violation of express preemption will, at most, result in a declaration that the law is null and void. The penalty provisions of section 790.33 go much further, threatening an official who violates section 790.33(1) with removal from office with no hearing and a civil fine of up to $5,000 that must be paid personally by the official. Additionally, public funds may not be used to defend the official. Further, the violation of section 790.33(1) can lead to unlimited lawsuits by any persons or organizations that claim to be “adversely affected” by the law, exposing the municipality to substantial damages and attorneys’
fees. Finally, section 790.33(3)(b) specifically precludes the municipality from claiming good faith or reliance upon advice of counsel as a defense.

3. These onerous penalties are vindictive and expressly intended to be punitive in nature. See § 790.33(2), Fla. Stat. As a result, the penalties deter and chill officials from taking any actions in the area of firearms and ammunition, even in those areas where such actions are (or may be) allowed. See, e.g., § 790.33(4), Fla. Stat.

4. The penalties are improper and must be declared null and void because they: (1) violate constitutional limitations on gubernatorial authority with respect to municipal officers; (2) conflict with the constitutional right of elected officials to legislative immunity in connection with their performance of legislative activities; (3) conflict with the constitutional right of municipalities to be immune from suit for discretionary functions; (4) are overbroad, in violation of local officials’ free speech rights; (5) are unconstitutionally vague; (6) are irrational, arbitrary, and capricious; and (7) violate the right to petition and instruct local elected officials.

Jurisdiction and Venue

5. This is an action for declaratory relief, pursuant to Chapter 86, Florida Statutes, seeking to declare that the penalty provisions contained in section 790.33(3), Florida Statutes, are unconstitutional and invalid. The Court has jurisdiction to grant declaratory relief. See §§ 86.011, 86.021, 86.101, Fla. Stat.; Martinez v. Scanlan, 582 So. 2d 1167, 1170 (Fla. 1991).

6. Venue is proper in Leon County because the Defendants are all located in, or have their principal headquarters in, Leon County, Florida.

7. All conditions precedent to the institution of this lawsuit have been, or will be, satisfied or waived.
The Parties

8. The Plaintiffs are all incorporated municipalities existing under the laws of the State of Florida (the “Municipal Plaintiffs”) and elected officials in those municipalities (the “Elected Official Plaintiffs”) (together, the “Plaintiffs”). The Plaintiffs consist of:

a. The Weston Plaintiffs. The CITY OF WESTON (“Weston”) is a municipality existing under the laws of the State of Florida, and is located in Broward County, Florida. DANIEL J. STERMER is the duly elected Mayor of Weston. COMMISSIONERS MARGARET BROWN and BYRON L. JAFFE are duly elected Commissioners of Weston.

b. The Miramar Plaintiffs. The CITY OF MIRAMAR (“Miramar”) is a municipality existing under the laws of the State of Florida, and is located in Broward County, Florida. WAYNE M. MESSAM is the duly elected Mayor of Miramar. COMMISSIONERS YVETTE COLBOURNE, WINSTON F. BARNES and DARLINE B. RIGGS are duly elected Commissioners of Miramar.

c. The Pompano Beach Plaintiffs. The CITY OF POMPANO BEACH (“Pompano Beach”) is a municipality existing under the laws of the State of Florida, and is located in Broward County, Florida. LAMAR FISHER is the duly elected Mayor of Pompano Beach.

d. The Pinecrest Plaintiffs. The VILLAGE OF PINECREST (“Pinecrest”) is a municipality existing under the laws of the State of Florida, and is located in Miami-Dade County, Florida. JOSEPH M. CORRADINO is the duly elected Mayor of Pinecrest. CHERI BALL is the duly elected Vice-Mayor of Pinecrest.
COUNCILMEMBERS ANNA HOCHKAMMER, DOUG KRAFT, and JAMES E. MCDONALD are duly elected Councilmembers of Pinecrest.

e. The South Miami Plaintiff. The CITY OF SOUTH MIAMI ("South Miami") is a municipality existing under the laws of the State of Florida, and is located in Miami-Dade County, Florida.

f. The Miami Gardens Plaintiffs. The CITY OF MIAMI GARDENS ("Miami Gardens") is a municipality existing under the laws of the State of Florida, and is located in Miami-Dade County, Florida. OLIVER G. GILBERT, III, is the duly elected Mayor of Miami Gardens. ERHABOR IGHODARO, PH. is the duly elected Vice-Mayor of Miami Gardens. COUNCILMEMBERS LISA C. DAVIS, RODNEY HARRIS, LILLIE Q. ODOM, FELICIA ROBINSON and DAVID WILLIAMS, JR are duly elected Councilmembers of Miami Gardens.

g. The Miami Beach Plaintiffs. The CITY OF MIAMI BEACH ("Miami Beach") is a municipality existing under the laws of the State of Florida, and is located in Miami-Dade County, Florida. DANIEL GELBER is the duly elected Mayor of Miami Beach. COMMISSIONERS MICKY STEINBERG, MARK SAMUELIAN, MICHAEL GÓNGORA, KRISTEN GONZALEZ, RICKY ARRIOLA, and JOHN ALEMÁN are duly elected Commissioners of Miami Beach.

h. The Coral Gables Plaintiffs. The CITY OF CORAL GABLES ("Coral Gables") is a municipality existing under the laws of the State of Florida and is located in Miami-Dade County, Florida. RAUL VALDES-FAULI is the duly elected Mayor of Coral Gables.
i. **The Cutler Bay Plaintiffs.** The TOWN OF CUTLER BAY (“Cutler Bay”) is a municipality existing under the laws of the State of Florida and is located in Miami-Dade County, Florida. PEGGY R. BELL is the duly elected Mayor of Cutler Bay. COUNCILMEMBER ROGER CORIAT is a duly elected Councilmember of Cutler Bay.

j. **The Lauderhill Plaintiffs.** The CITY OF LAUDERHILL (“Lauderhill”) is a municipality existing under the laws of the State of Florida and is located in Broward County, Florida. MAYOR RICHARD J. KAPLAN is the duly elected Mayor of Lauderhill.

9. Each of the Elected Official Plaintiffs performs legislative functions as part of his or her responsibilities as an elected representative, including, but not limited to, participating in public deliberations and voting on the adoption of ordinances and resolutions relating to the health, safety, and general welfare of the citizens of his or her respective municipality. Nearly all of the Elected Official Plaintiffs receive a salary from his or her respective municipality in compensation for his or her performance and services. Each Elected Official Plaintiff has taken an oath to uphold the Florida Constitution.

10. Each of the Municipal Plaintiffs is a municipality established pursuant to Article VIII, Section 2(a) of the Florida Constitution and is authorized to exercise home rule powers pursuant to Article VIII, Section 2(b) of the Florida Constitution.

11. The governing body for each of the Municipal Plaintiffs has affirmatively passed, by majority vote, resolutions indicating that the Municipal Plaintiffs would consider firearms-related measures if not for the preemption statute and its penalties, and each of the Elected Official Plaintiffs voted for those resolutions.
12. THE HONORABLE RICHARD “RICK” SCOTT (“Scott”) is the Governor of the State of Florida and is sued in his official capacity. Scott is a proper defendant in this action because the Governor is expressly designated as the official to enforce section 790.33(3)(e), Florida Statutes, regarding the removal from office of an official for violation of section 790.33(1), Florida Statutes. The Governor is also expressly designated in the Florida Constitution as the person who can initiate judicial proceedings against any county or municipal officer to enforce compliance with any duty or to restrain any unauthorized act, including any alleged violations of section 790.33(1), Florida Statutes. See Art. 4, § 1(b), Fla. Const. The Governor’s antagonistic position is further established by the fact that he signed into law the legislation that is now section 790.33, Florida Statutes, and challenged herein.

13. THE HONORABLE PAMELA JO BONDI (“Bondi”) is the Attorney General of the State Florida and is sued in her official capacity. Bondi is a proper defendant in this action because the Attorney General is the chief law enforcement officer of the State and is expressly designated to enforce a portion of Chapter 790, to which the preemption and penalties in section 790.33 apply. Specifically, the Attorney General is designated to enforce the provisions that prohibit the registries and listing of gun owners, § 790.335(5)(c), Fla. Stat., and the provisions that relate to the right to bear arms in motor vehicles, § 790.251(6), Fla. Stat. The Attorney General also has the general right and authority to defend the constitutionality of state laws and, in fact, has intervened in at least one prior legal proceeding seeking to defend the validity of the preemption penalties found in section 790.33.

14. THE HONORABLE ADAM H. PUTNAM (“Putnam”) is the Commissioner of the Florida Department of Agriculture and Consumer Services (“FDOACS”) and is sued in his official capacity. Putnam is a proper defendant in this action because FDOACS is expressly
designated to enforce and administer a portion of Chapter 790, to which the preemption and penalties in section 790.33 apply. Specifically, FDOACS is designated to enforce and administer the concealed weapons license regulations and program pursuant to section 790.06, Florida Statutes.

15. THE HONORABLE RICK SWEARINGEN (“Swearingen”) is the Commissioner of the Florida Department of Law Enforcement (“FDLE”) and is sued in his official capacity. Swearingen is a proper defendant in this action because FDLE is expressly designated to enforce and administer a portion of Chapter 790 for which the preemption and penalties in section 790.33 apply. Specifically, FDLE is designated to enforce and administer the provisions related to the sale of firearms pursuant to section 790.65(1)(a), Florida Statutes.

16. THE HONORABLE SHERRILL F. NORMAN (“Norman”) is the Auditor General of the State of Florida and is sued in her official capacity. Norman is a proper defendant in this action because, through her audit and review functions under section 11.45, Florida Statutes, the Auditor General is the official responsible for ensuring that municipalities do not use public funds for improper purposes. Thus, the Auditor General would be the responsible official to enforce the provision in section 790.33(3)(d), Florida Statutes, that prohibits the use of public funds to defend against or reimburse expenses incurred in defending an alleged violation of section 790.33(1), Florida Statutes.

17. THE HONORABLE JIMMY PATRONIS (“Patronis”) is the Chief Financial Officer (“CFO”) of the State of Florida and is sued in his official capacity. Patronis is a proper defendant in this action because the CFO is the official responsible for depositing and accounting for the fines issued and collected pursuant to section 790.33(3)(c), Florida Statutes.
18. Defendants Scott, Bondi, Putnam, and Patronis, collectively, also constitute the head of the Florida Department of Revenue and are being sued in that official capacity as well. The Florida Department of Revenue is the official State agency responsible for receiving the fines issued and collected pursuant to section 790.33(3)(c), Florida Statutes.

19. Defendants Scott, Bondi, Putnam, Swearingen, Norman, and Patronis each have an actual, cognizable interest in this action for, among other things, the reasons stated above.

**BACKGROUND**

**Home Rule Powers And Preemption Generally**

20. Prior to 1968, Florida operated under “Dillon’s Rule,” which provided that municipalities only had those powers that were expressly given to them by the State.

21. This changed with the approval by the voters of the 1968 Florida Constitution, which gave broad home rule powers to municipalities in Article VIII, Section 2(b):

   Municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

22. Consistent with the new home rule powers given to municipalities by Florida’s electors, the Florida Legislature adopted the Home Rule Powers Act, which provided that “[t]he legislative body of each municipality has the power to enact legislation concerning any subject matter upon which the state Legislature may act, except . . . any subject expressly preempted to state or county government by the constitution or by general law.” § 166.021(3), Fla. Stat.

23. The Plaintiffs do not dispute in this action the power of the State, generally, to preempt certain subject matters from regulation by municipalities. In fact, the State has preempted several subject areas, including, *inter alia*, signs for gas stations and franchises, the
activities and operations of pest control services, the operation of the state lottery, the use of electronic communication devices in motor vehicles, inter-district transfers of groundwater, mobile home lot rents, minimum wage, short-term rentals, plastic bags, and managed honeybee colonies. However, other than in connection with the firearm preemption that is the subject of this action, the State has never created legislation that would impose penalties on local officials and local governments for the violation of a preemption statute. In every other circumstance, the only consequence of a determination that local action violates express preemption would be a finding that such local action is null and void.

The Firearm Preemption

24. In 1987, the Legislature enacted the Joe Carlucci Uniform Firearms Act, which is codified in section 790.33, Florida Statutes. The statute was amended to its current version in 2011.

25. The general preemption of regulations of firearms and ammunition is set forth in section 790.33(1), Florida Statutes, and will be referred to hereafter as the “Firearm Preemption”:

PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, 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. Any such existing ordinances, rules, or regulations are hereby declared null and void.

26. Notwithstanding the broad language of the Firearm Preemption, the Municipal Plaintiffs retain some authority to regulate and operate in the area of firearms and ammunition, as well as in areas unrelated to firearm regulation that may affect the use and possession of
firearms. Not only does this Firearm Preemption language not apply to regulations that are related to, but not necessarily encapsulated within, the field of firearms and ammunition itself, section 790.33 expressly incorporates exceptions to the Firearm Preemption. For example, section 790.33(1) does not prohibit: zoning ordinances that encompass firearms businesses; law enforcement agencies from enacting or enforcing regulations pertaining to firearms, ammunition, or firearm accessories issued to or used by peace officers in the course of their official duties; or any entity from regulating or prohibiting the carrying of firearms and ammunition by an employee of the entity during and in the course of the employee’s official duties. § 790.33(4)(a)–(c), Fla. Stat. Additionally, there is a provision requiring local jurisdictions to enforce state firearm laws. § 790.33(2)(a), Fla. Stat.

27. Although the Municipal Plaintiffs and the Elected Official Plaintiffs are allowed (and in one case required) to act in the area of firearms and ammunition, the permissible actions are vague and ambiguous. For example, while the Firearm Preemption applies only to “ordinances and regulations,” section 790.33(3)(a) also refers to “administrative rule[s],” and section 790.33(3)(f) suggests it may apply to any “measure, directive, rule, enactment, order or policy promulgated.” Additionally, although the Firearm Preemption applies only to “firearms and ammunition,” another section also mentions, but does not define, firearm “components.” § 790.33(2)(a), Fla. Stat. Indeed, many of the terms in section 790.33 are not defined, leading to further uncertainty.

28. As a result of the conflicting and undefined terms, as well as the lack of clarity in section 790.33, municipal attorneys are unable to give assurances to municipalities and elected officials that any particular desired act relating to or impacting firearms is free of risk of being
found to be preempted, even acts that the attorney’s legal analysis would suggest are likely not preempted.

**The Onerous Consequences For Impinging Upon Or Violating the Firearm Preemption**

29. Normally, ambiguity in a preemption statute would not prevent a municipality or its elected officials from acting in accordance with the wishes of their constituents. They would, instead, in good faith and upon reliance of advice of counsel, engage in reasonable regulation despite the lack of certainty, knowing that the consequence of a legal determination of preemption would be limited to a finding that the regulation is null and void.

30. However, in 2011, penalties were specifically added to section 790.33 that apply to both individual elected officials and local governments. The Legislature’s stated intent in imposing these penalties was to chill and deter local governments from taking *any* action at all that might affect firearms, even when such action might not be preempted. Section 790.33(2)(b) states:

> It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

31. In order to ensure that there would be no “abuse of official authority,” onerous (and unprecedented) consequences were enacted for the violation or impingement of the Firearm Preemption (collectively, the “Onerous Preemption Penalties”), which also requires members of the judicial branch of government to inquire into the hearts and minds of members of the legislative branch to determine whether the alleged violation was “knowing and willful”:
a. **Potential removal from office.** Section 790.33(3)(e) provides that “[a] knowing and willful violation of any provision of this section by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a) or otherwise under color of law shall be cause for termination of employment or contract or removal from office by the Governor.”

b. **Potential civil fine.** Section 790.33(3)(c) provides that “[i]f the court determines that a violation was knowing and willful, the court shall assess a civil fine of up to $5,000 against the elected or appointed local government official or officials or administrative agency head under whose jurisdiction the violation occurred.”

c. **Prohibition on use of public funds for legal defense.** Section 790.33(3)(d) provides that “[e]xcept as required by applicable law, public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated this section.”

d. **Potential civil liability for damages up to $100,000 and attorneys’ fees.** Section 790.33(3)(f) provides that “[a] person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced in violation of this section may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation.” It further provides that “[a] court shall award the prevailing plaintiff in any such suit: 1. Reasonable attorney’s fees and costs in
accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and 2. The actual damages incurred, but not more than $100,000.” In addition, pursuant to section 790.33(3)(b), “[i]t is no defense that in enacting the ordinance, regulation, or rule the local government was acting in good faith or upon advice of counsel.” Thus, even a good faith, unintentional violation of the preemption statute, done upon advice of counsel, could still result in an unlimited number of lawsuits against a Plaintiff Municipality for damages and attorneys’ fees.

The Desire, But Inability, Of Plaintiffs To Act In The Area Of Firearms

32. Over the past several years, there have been an unprecedented number of mass shootings in American communities, including at Marjory Stoneman Douglas High School in Parkland, Florida, on February 14, 2018. As a result, many students throughout the country, as well as many adults, have petitioned and instructed their elected officials, including the Elected Official Plaintiffs, to take some action regarding firearms and ammunition to increase public safety.

33. Consistent with their constitutional authority, the Elected Official Plaintiffs and Municipal Plaintiffs desire to take reasonable, constitutional actions relating to firearms and have considered a panoply of possible measures, including, but not limited to, the restricting of guns in municipal-owned facilities and parks, the placing of signs relating to guns in municipal-owned facilities and parks, the regulation of gun accessories (such as holsters or high capacity magazines), or the creation of “gun free zones” or “gun safe zones.” These and other possible measures have been discussed by the Plaintiffs, but the attorneys for the Plaintiffs have warned them about the risk of the Onerous Preemption Penalties, even as to measures that are likely not
preempted by the Firearm Preemption, but could nonetheless result in costly litigation, the cost of which would be largely borne by the elected officials personally.

34. The Plaintiffs have also been threatened with the Onerous Preemption Penalties to the extent they seek to enact, promulgate, or enforce any regulation relating to firearms or ammunition. Most recently, a gun rights organization, which has sued a number of local governments under section 790.33 in the past, threatened litigation when the Coral Gables Plaintiffs considered enacting certain firearm-related measures and took a preliminary vote in February 2018 in favor of passing one such a measure. Through an email from its general counsel to the Coral Gables City Attorney, the entity reminded the City Attorney about a recent lawsuit in which it had sued a different South Florida city (and several of the city’s employees) over a zoning measure that related to firearms. Additionally, a member of the public told the Coral Gables Plaintiffs that he and that same gun rights organization “will in fact sue” if the city so much as passed the proposed gun-related measures on first reading, and he also told the Coral Gables Mayor that he will “urge Governor Scott to remove you from office and fine you individually as permitted under Florida statutes.”

35. Because of the actual and imminent threat of the imposition of the Onerous Preemption Penalties, the Elected Official Plaintiffs and Municipal Plaintiffs are uncertain as to their rights and responsibilities and fear taking any action that could even remotely be viewed as a violation of the Firearm Preemption.

36. Accordingly, the Plaintiffs have suspended or refrained from consideration of reasonable firearms measures that express the political views of the Municipal Plaintiffs and their citizens, and which may be appropriate for the specific circumstances of that municipality (as opposed to the “one size fits all” approach of the State), thus making the constitutionality of
the penalties an issue that is capable of repetition, yet evading review. In short, the Onerous Preemption Penalties have created the intended chilling effect upon taking any action and preventing the Plaintiffs from responding to the petitions and requests of their constituents relating to firearms.

**Expedited Consideration**

37. Section 86.111, Florida Statutes, provides for expedited consideration of actions for declaratory relief, and the Municipal Plaintiffs and the Elected Official Plaintiffs hereby request such consideration.

**COUNT I**

**VIOLATION OF CONSTITUTIONAL LIMITATIONS ON GUBERNATORIAL AUTHORITY WITH RESPECT TO MUNICIPAL OFFICERS**

(Elected Official Plaintiffs Against Defendant Scott)

38. The Elected Official Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 37 inclusive, as if fully set forth herein.

39. This count is an action for declaratory judgment, pursuant to section 86.011, *et. seq.*, Florida Statutes, seeking a declaration from the Court that the removal penalty provided for in section 790.33(3)(e), Florida Statutes, violates the constitutional limitations on the Governor’s authority to remove municipal elected officials from office.

40. The authority of the Governor vis-à-vis duly elected municipal officials is circumscribed by the Florida Constitution, and the Legislature lacks the authority to expand the Governor’s authority through section 790.33(3)(e), which purports to allow the Governor to remove from office “any person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a),” if that official violated the Firearm Preemption in a “knowing and willful” manner.
41. Article IV, Section 7(c) of the Florida Constitution provides that “[b]y order of the governor, any elected municipal officer indicted for crime may be suspended from office until acquitted and the office filled by appointment for the period of suspension, not to extend beyond the term, unless these powers are vested elsewhere by law or the municipal charter.” (emphasis added).

42. There is, however, no constitutional authority for the Governor to remove from office any municipal elected official simply because that individual knowingly and willfully violated the Firearm Preemption. Even a knowing and willful violation of the Firearm Preemption is not tantamount to an indictment for committing a crime. Moreover, the constitutional authority conferred by Article IV, Section 7(c) merely provides for the suspension of the indicted municipal official, not his or her automatic and permanent removal.

43. In fact, the Governor’s authority to remove a county official pursuant to section 790.33(3)(e), Florida Statutes, has already been stricken as unconstitutional because the purported statutory authority exceeded the Governor’s constitutional authority to suspend county officials pursuant to Article IV, Section 7 of the Florida Constitution. Marcus v. Scott, 2014 WL 3797314 (Fla. 2d Jud. Cir. June 2, 2014).

44. The court’s reasoning in Marcus is instructive here:

This Court further finds that [section 790.33] may not constitutionally authorize the Governor to remove Plaintiffs from office in the event that they are found to have committed a knowing and willful violation of the State’s preemption of firearms regulation. Article IV, section 7, Florida Constitution, authorizes the Governor only to suspend county commissioners and recommend their removal by the Florida Senate; the Legislature has no power to expand the Governor’s suspension power into a removal power. See In re Advisory Opinion of Governor Civil Rights, 306 So. 2d 520, 523 (Fla. 1975) (holding that a constitutional prescription of the manner in which an action should be taken is a prohibition against a different manner of taking the action); Bruner v. State Commission on Ethics, 384 So. 2d 1339, 1340-41 (Fla. 1st DCA 1980) (holding that the Florida
Legislature may not vary from the constitutional allocation of power in the gubernatorial suspension of public officials). In re Advisory Opinion of Governor Civil Rights, at p. 523 stated: “The principle is well established that, where the Constitution expressly provides the manner of doing a thing, it impliedly forbids its being done in a substantially different manner. Even though the Constitution does not in terms prohibit the doing of a thing in another manner, the fact that it has prescribed the manner in which the thing shall be done is itself a prohibition against a different manner of doing it.” (citations omitted) “Therefore, when the Constitution prescribes the manner of doing an act, the manner prescribed is exclusive, and it is beyond the power of the Legislature to enact a statute that would defeat the purpose of the constitutional provision.” (Emphasis Supplied).

45. As such, the Court should declare that section 790.33(3)(e), as applied to the Elected Official Plaintiffs, is invalid and unconstitutional.

46. All elements necessary to support a cause of action for declaratory relief are present:

   a. There is a bona fide, actual, present need for a declaration that section 790.33(3)(e), Florida Statutes, is invalid and unconstitutional.

   b. The declaration sought deals with a present controversy as to an ascertainable set of facts.

   c. Constitutionally provided rights and privileges of the Plaintiffs are dependent upon the law applicable to the facts.

   d. The Plaintiffs and the Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.

   e. The antagonistic and adverse interests are all before this Court.

   f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.
Prayer for Relief

WHEREFORE, the Elected Official Plaintiffs respectfully request that judgment be entered in their favor:

A. Declaring that section 790.33(3)(e), Florida Statutes, is unconstitutional; and

B. Granting such other relief as this Court deems just and proper.

COUNT II

VIOLATION OF LEGISLATIVE IMMUNITY AND SEPARATION OF POWERS
(Elected Official Plaintiffs Against All Defendants)

47. The Elected Official Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 37 inclusive, as if fully set forth herein.

48. This count is an action for declaratory judgment, pursuant to section 86.011, *et. seq.*, Florida Statutes, seeking a declaration from the Court that the Onerous Preemption Penalties applicable to the Elected Official Plaintiffs, as provided for in sections 790.33(3)(a), (c), (d), and (e), Florida Statutes, violate the Elected Official Plaintiffs’ well-settled right to legislative immunity in the enactment of legislation.

49. Among the Onerous Preemption Penalties are two punitive provisions that specifically target individual elected officials for actions taken in their purely legislative capacities: (1) the possibility of a $5,000 fine; and (2) removal from office by the Governor upon a finding that the elected official violated the Firearm Preemption in a “knowing and willful” manner.

50. Additionally, section 790.33(d) precludes the expenditure of any public funds to defend the elected official or reimburse the elected official if that official’s conduct is found to
be “knowing and willful,” thereby requiring the elected official to use personal funds to pay attorneys for his or her defense.

51. The “knowing and willful” components of section 790.33(3) necessarily require an inquiry into the motives and intent of the elected official in voting as he or she did, in order to potentially punish that local legislator for such a vote.

52. Such an inquiry is an invasion of the legislative immunity afforded to elected officials when acting within the sphere of legitimate legislative activity.

53. The concept of legislative immunity is a fundamental component of American democracy. As the United States Supreme Court has observed:

The principle that legislators are absolutely immune from liability for their legislative activities has long been recognized in Anglo–American law. This privilege has taproots in the Parliamentary struggles of the Sixteenth and Seventeenth Centuries and was taken as a matter of course by those who severed the Colonies from the Crown and founded our Nation.

*   *   *

Because the common law accorded local legislators the same absolute immunity it accorded legislators at other levels of government, and because the rationales for such immunity are fully applicable to local legislators, we now hold that local legislators are likewise absolutely immune from suit … for their legislative activities.

*Bogan v. Scott-Harris*, 523 U.S. 44 (1998) (internal quotation marks and citations omitted). As the *Bogan* Court further explained, “Absolute immunity for local legislators … finds support not only in history, but also in reason…. ‘[A]ny restriction on a legislator’s freedom undermines the “public good” by interfering with the rights of the people to representation in the democratic process.’” *Id.* at 52 (quoting *Spallone v. United States*, 493 U.S. 265, 279 (1990)).

54. “Furthermore, the time and energy required to defend against a lawsuit are of particular concern at the local level, where the part-time citizen-legislator remains commonplace.
And the threat of liability may significantly deter service in local government, where prestige and pecuniary rewards may pale in comparison to the threat of civil liability.” *Id.* (citing *Tenney v. Brandhove*, 341 U.S. 367, 377 (1951), and *Harlow v. Fitzgerald*, 457 U.S. 800, 816 (1982)).

55. “Absolute legislative immunity attaches to all actions taken ‘in the sphere of legitimate legislative activity.’” *Id.* at 54 (citing *Tenney, supra*, at 376). Any inquiry into the motivations or intent of local legislators, therefore, is prohibited. *Id.* at 55 (“Furthermore, it simply is ‘not consonant with our scheme of government for a court to inquire into the motives of legislators.’” (quoting *Tenney*, 341 U.S. at 377)). The threat of proceedings against the Elected Official Plaintiffs, whether for monetary or injunctive relief, “creates a distraction and forces [legislators] to divert their time, energy, and attention from their legislative tasks to defend the litigation.” *Supreme Court of Va. V. Consumers Union of U.S., Inc.*, 445 U.S. 719, 733 (1980) (quoting *Eastland v. United States Servicemen’s Fund*, 421 U.S. 491, 503 (1975)).

56. The Florida Supreme Court has echoed the importance of legislative immunity in its own jurisprudence. In *McNayr v. Kelly*, 184 So. 2d 428 (Fla. 1966), the Florida Supreme Court, citing federal precedents, first expressly acknowledged the absolute privilege from liability that elected officials enjoy for conduct in their official capacities, and stressed its critical role:

The justification for [the immunity] is that it is impossible to know whether the claim is well founded until the case has been tried, and that to submit all officials, the innocent as well as the guilty, to the burden of a trial and to the inevitable danger of its outcome would dampen the ardor of all but the most resolute, or the most irresponsible, in the unflinching discharge of their duties.

* * *

In this instance it has been thought in the end better to leave unredressed the wrongs done by dishonest officers than to subject those who try to do their duty to the constant dread of retaliation.
Id. at 431 n. 12. Since McNayr, other Florida courts, citing McNayr and U.S. Supreme Court precedents like Tenney, have reaffirmed the application of legislative immunity to local legislators and concluded that the scope of the immunity must be broadly construed. See, e.g., Prins v. Farley, 208 So. 3d 1215 (Fla. 1st DCA 2017); City of Pompano Beach v. Swerdlov Lightspeed Mgmt. Co., LLC, 942 So. 2d 455 (Fla. 4th DCA 2006); P.C.B. P’ship v. City of Largo, 549 So. 2d 738 (Fla. 2d DCA 1989).

57. Florida courts have also concluded that legislative immunity has independent roots in the Florida Constitution’s separation of powers doctrine. See Florida House of Representatives v. Expedia, Inc., 85 So. 3d 517, 524 (Fla. 1st DCA 2012) (recognizing that legislative privilege, which derives from legislative immunity, “exists by virtue of the separation of powers provision of the Florida Constitution”); see also Wallace v. Dean, 3 So. 3d 1035, 1045 (Fla. 2009) (“[W]e take this occasion to reaffirm that, in Florida, governmental immunity derives entirely from the doctrine of separation of powers, not from . . . any statutory basis.” (citations and quotations marks omitted)). Florida’s separation of powers doctrine is set forth in Article II, section 3 of the Florida Constitution: “The powers of the state government shall be divided into legislative, executive and judicial branches. No person belonging to one branch shall exercise any powers appertaining to either of the other branches unless expressly provided herein.” The doctrine in Florida has been applied to maintain a strict separation of powers. Bush v. Schiavo, 885 So. 2d 321, 329 (Fla. 2004).

58. The First District explained:

The importance of this provision cannot be overstated. Our supreme court described the separation of powers as “the cornerstone of American democracy.” … The power vested in the legislature under the Florida Constitution would be severely compromised if legislators were required to appear in court to explain why they voted a particular way or to describe their process of gathering
information on a bill. Our state government could not maintain the proper “separation” required by Article II, section 3 if the judicial branch could compel an inquiry into these aspects of the legislative process.

*Expedia*, 85 So. 3d at 525.

59. The Onerous Preemption Penalties, as applied to the Elected Official Plaintiffs, breach the strict separation of powers doctrine by specifically authorizing the judiciary to inquire into the motivations and intent of local legislators to determine whether they knowingly and willfully violated the Firearm Preemption. This is precluded by binding precedent and threatens “the cornerstone of American democracy.”

60. The Legislature was well aware that its enactment of the Onerous Preemption Penalties targeting local elected officials would potentially eviscerate legislative immunity and undermine the principles of democratic representation. *See* Staff Final Bill Analysis, Bill #: CS/CS/CS/HB 45 ("Bill Analysis"). The Bill Analysis expressly states:

The general rule under the common law is that legislators enjoy absolute immunity from liability for performance of legislative acts. Absolute immunity for legislators has historically been recognized as a “venerable tradition” which has withstood the development of the law since pre-colonial days. Courts have upheld absolute immunity for legislators at all levels of law-making, including federal, state, and local government levels. The courts’ reasoning behind such holdings is that when legislators hold legislative powers, they use them for the public good, and are exempt from liability for mistaken use of their legislative powers. Furthermore, courts fear that allowing personal liability could distort legislative discretion, undermine the public good by interfering with the rights of the people to representation, tax the time and energy of frequently part-time citizen-legislators, and deter service in local government.

*Id.* at 4 (footnotes omitted). The Bill Analysis further recognized that notwithstanding legislative immunity, citizens retain the legal remedy of challenging preempted ordinances and obtaining declaratory and injunctive relief to prevent enforcement of preempted local laws. *Id.*

61. And yet, despite the Bill Analysis’ recognition of the critical significance of legislative immunity, the Legislature imposed the Onerous Preemption Penalties on individual
elected officials, based entirely on an inquiry into the elected officials’ motivation in enacting local legislation.

62. The Bill Analysis’ only basis for attempting to penalize the Elected Official Plaintiffs despite an immunity that the Bill Analysis recognizes as “a ‘venerable tradition,’ which has withstood the development of the law since pre-colonial days,” is that “[a]rguably, an express and clear preemption would remove discretion from local government officials seeking to engage in lawmaking in the preempted field.” Bill Analysis at 4. The reasoning underlying this approach is that the Legislature’s preemption would make the enactment of local legislation and the voting of elected officials into “ministerial” acts. Id.

63. The adoption of ordinances and resolutions are not, however, ministerial acts. Lawmaking, such as the adoption of ordinances and resolutions, requires the exercise of discretion in balancing the costs of the proposed legislation against the legislation’s relative benefits. “Voting for an ordinance” is “quintessentially legislative” conduct. Bogan, supra, at 55.

64. Furthermore, the question of whether a particular legislative act runs afoul of the Firearm Preemption can be determined only after review by a court, considering the express language of the preemption itself and any other general laws relating to gun regulation.

65. Given the variety of statutory and constitutional provisions affecting local firearms and ammunition regulation, the sphere of legitimate local activity in this field is not clearly defined. Rather, the development of some policies in the field of regulation of firearms and ammunition is clearly within the province of local governments, who serve closest to the people who are actually affected by gun violence. If states are the laboratories of our democracy, municipalities are the scientists. Local governments are where democracy flourishes in its truest
and most accessible sense. As issues relating to gun activity develop and evolve in particular jurisdictions, the Elected Official Plaintiffs can, should, and desire to react accordingly and in the best interest of the local community.

66. The electoral process, which allows for removal of elected officials, and the ability and duty of the judiciary to declare preempted legislation null and void, are fully adequate “checks” on the Elected Official Plaintiffs. The punitive provisions of section 790.33 are unnecessary and unconstitutional.

67. As such, the Court should declare section 790.33(3), Florida Statutes, invalid and unconstitutional.

68. Based on the foregoing, all elements necessary to support a cause of action for declaratory relief are present:

a. There is a bona fide, actual, present need for a declaration that the Onerous Preemption Penalties are invalid and unconstitutional.

b. The declaration sought deals with a present controversy as to an ascertainable set of facts.

c. Constitutionally provided rights and privileges of the Elected Official Plaintiffs are dependent upon the law applicable to the facts.

d. The Plaintiffs and the Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.

e. The antagonistic and adverse interests are all before this Court.

f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.
**Prayer for Relief**

WHEREFORE, the Elected Official Plaintiffs respectfully request that judgment be entered in their favor:

A. Declaring that sections 790.33(3)(a)–(e), Florida Statutes, are unconstitutional; and

B. Granting such other relief as this Court deems just and proper.

**COUNT III**

**VIOLATION OF GOVERNMENTAL FUNCTION IMMUNITY**

(Municipal Plaintiffs Against All Defendants)

69. The Municipal Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 37 inclusive, as if fully set forth herein.

70. This count is an action for declaratory judgment, pursuant to section 86.011, *et seq.*, Florida Statutes, seeking a declaration from the Court that section 790.33(3)(f), Florida Statutes, is invalid because it violates the discretionary governmental immunity of the Municipal Plaintiffs by creating a strict liability cause of action for damages (up to $100,000), not inclusive of attorneys’ fees and costs, against municipalities for performing the discretionary governmental act of enacting or enforcing ordinances or regulations. The Municipal Plaintiffs face liability even if their officials acted in good faith and in reliance on counsel.

71. Under Florida law, there are certain policy-making, planning, or judgmental governmental functions that are inherent in the act of governing and therefore ought not to be subjected to scrutiny by judge or jury because it would inappropriately entangle the courts in fundamental questions of planning and policy. *Commercial Carrier Corp. v. Indian River County*, 371 So. 2d 1010 (Fla. 1979).
72. Notwithstanding the Legislature’s enactment in section 768.28, Florida Statutes, of a limited waiver of sovereign immunity for tort actions against local governments (up to specified monetary caps), the Florida Supreme Court has held that “even absent an express exception in section 768.28 for discretionary functions, certain policy-making, planning or judgmental governmental functions cannot be the subject of traditional tort liability.” Id. at 1020.

73. “Accordingly, where governmental actions are deemed discretionary, as opposed to operational, the government has absolute immunity from suit.” City of Freeport v. Beach Community Bank, 108 So. 3d 684 (Fla. 1st DCA 2013).

74. The decision of a municipality’s governing body to enact an ordinance or regulation is quintessential discretionary conduct. It involves the determination of governmental policy and objective; is an essential step in the accomplishment of the policy or objective; requires the exercise of basic policy evaluation and judgment on the part of the government; and is within the lawful authority and duty of the governing body. Trianon Park Condo. Ass’n v. City of Hialeah, 468 So. 2d 912, 918 (Fla. 1985).

75. Even if a Court were to ultimately determine that a local government and its municipal attorney were incorrect and enacted an ordinance that violated the Firearm Preemption, the decision to enact the ordinance was still a discretionary function that is protected by absolute immunity.

76. As such, the Court should declare section 790.33(3)(f), Florida Statutes, invalid and unconstitutional.

77. All elements necessary to support a cause of action for declaratory relief are present:
a. There is a bona fide, actual, present need for a declaration that section 790.33(3)(f), Florida Statutes, is invalid and unconstitutional.
b. The declaration sought deals with a present controversy as to an ascertainable set of facts.
c. Constitutionally provided rights and privileges of the Plaintiffs are dependent upon the law applicable to the facts.
d. The Plaintiffs and the Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.

e. The antagonistic and adverse interests are all before this Court.
f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

**Prayer for Relief**

WHEREFORE, the Municipal Plaintiffs respectfully request that judgment be entered in their favor:

A. Declaring that section 790.33(3)(f), Florida Statutes, is unconstitutional; and

B. Granting such other relief as this Court deems just and proper.

**COUNT IV**

**VIOLATION OF RIGHT TO FREE SPEECH DUE TO OVERBREADTH**

(Municipal And Elected Official Plaintiffs Against All Defendants)

78. The Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 37 inclusive, as if fully set forth herein.

79. This count is an action for declaratory judgment, pursuant to section 86.011, *et seq.*, Florida Statutes, seeking a declaration from the Court that section 790.33(3)(f), Florida
Statutes, is unconstitutional on grounds of overbreadth. Such overbreadth results in an infringement of the Elected Official Plaintiffs’ free speech rights secured by Article I, Section 4 of the Florida Constitution.

80. Section 790.33(3)(f) states, in pertinent part, “A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy *promulgated* or caused to be enforced in violation of this section may file suit against any … municipality[.]

81. The term “promulgate” is defined in various ways:

1. to make (something, such as a doctrine) known by open declaration; proclaim
2. to make known or public the terms of (a proposed law)
3. to put (a law) into action or force

See [https://www.merriam-webster.com/dictionary/promulgate](https://www.merriam-webster.com/dictionary/promulgate); see also *Black’s Law Dictionary* (10th ed. 2014). The statute does not specify which of these potential definitions governs the potential liability of a municipality under section 790.33(3)(f). However, the first two definitions immediately demonstrate the vagueness and over-breadth problems with the statute.

82. While case law suggests that elected officials do not typically enjoy constitutional free speech protection when merely *casting a vote* in their elected, representative capacities, they do, however, enjoy free speech rights when advocating on behalf of particular public policies. The Elected Official Plaintiffs frequently address their colleagues and members of the public from the dais on issues of great public significance, including potential firearm regulation. In doing so, they certainly “make (something, such as a doctrine) known by open declaration” or “proclamation.” They just as frequently “make known or public the terms of a *proposed* law,” even if that law is never ultimately enacted.
83. Because the Legislature’s use of the term “promulgate” is overbroad, it is virtually impossible for any elected official to know when his or her protected free speech crosses the line into “promulgation” that might give rise to significant municipal and personal liability. This uncertainty infringes upon the free speech rights of the Elected Official Plaintiffs and works to deter them from engaging even in simple, constitutionally protected advocacy of a political position. Furthermore, the overbreadth of the term “promulgate” purports to make speech that is unquestionably protected by the Florida Constitution subject to state-sanctioned strict liability.

84. The Municipal Plaintiffs similarly are deterred from encouraging public discourse at public meetings for fear that such discourse might lead their elected officials to “promulgate” views that contravene the preemption endorsed by the Legislature. In fact, the Bill Analysis expressly acknowledged that the penalty provision found in section 790.33(f) will have a negative fiscal impact on municipalities and that any damages awarded could even be satisfied “by seizure of municipal property.” Bill Analysis at 4, 7.

85. Additionally, the statute is overbroad in that it restricts the protected speech and conduct of the electorate who desire to promote positive change in their own communities. Indeed, the very existence of the Onerous Preemption Penalties causes constituents to refrain from constitutionally protected speech or expression with their elected officials out of fear that their public comments could lead to severe sanctions against the very municipality they seek to improve, not to mention the local leaders who serve them. As a result, a substantial amount of protected speech concerning the regulation of firearms and ammunition is effectively prohibited or chilled in the process.
86. As such, the Court should declare section 790.33(3)(f), Florida Statutes, invalid and unconstitutional.

87. All elements necessary to support a cause of action for declaratory relief are present:

   a. There is a bona fide, actual, present need for a declaration that section 790.33(3)(f), Florida Statutes, is invalid and unconstitutional.

   b. The declaration sought deals with a present controversy as to an ascertainable set of facts.

   c. Constitutionally provided rights and privileges of the Plaintiffs are dependent upon the law applicable to the facts.

   d. The Plaintiffs and the Defendants have an actual, present, adverse and antagonistic interest in the subject matter of this Complaint.

   e. The antagonistic and adverse interests are all before this Court.

   f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

**Prayer for Relief**

WHEREFORE, the Municipal and Elected Official Plaintiffs respectfully request that judgment be entered in their favor:

A. Declaring that section 790.33(3)(f), Florida Statutes, is unconstitutional; and

B. Granting such other relief as this Court deems just and proper.
COUNT V

VIOLATION OF RIGHT TO DUE PROCESS DUE TO VAGUENESS
(Elected Official Plaintiffs Against All Defendants)

88. The Elected Official Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 37 inclusive, as if fully set forth herein.

89. This count is an action for declaratory judgment, pursuant to section 86.011, et. seq., Florida Statutes, seeking a declaration from the Court that the Onerous Preemption Penalties in section 790.33, Florida Statutes, are void for vagueness.

90. In a penal statute, the Due Process Clause of the Florida Constitution, Article I, Section 9, requires the use of language that is sufficiently definite to provide fair notice to individuals who may be affected of what conduct is prohibited.

91. Section 790.33 fails to give adequate notice of what conduct is prohibited. It appears to proscribe municipalities and their elected officials from enacting or causing to be enforced any local ordinance or administrative rule or regulation “impinging” upon the Legislature’s “exclusive occupation of the field of regulation of firearms and ammunition.” However, this section is riddled with ambiguity. For example, while the Firearm Preemption applies only to “ordinances and regulations,” section 790.33(3)(a) also refers to “administrative rule[s],” and section 790.33(f) suggests it may apply to any “measure, directive, rule, enactment, order or policy promulgated.” Additionally, although the Firearm Preemption applies only to “firearms and ammunition,” another section also mentions, but does not define, firearm “components.” § 790.33(2)(a), Fla. Stat.

92. This language of section 790.33 is so vague and so broad that a person of common intelligence must speculate about its meaning and be subjected to punishment if the
guess is wrong. Further, because of its imprecision, section 790.33 necessarily invites arbitrary and discriminatory enforcement.

93. Section 790.33 is a penal statute in that it imposes effectively criminal punishment against the Elected Official Plaintiffs. It has a “knowing and willful” scienter or mens rea requirement. When the scienter requirement is met, the Elected Official Plaintiffs may be fined up to $5,000 and removed from office, and the Elected Official Plaintiffs may not use public funds in their defense.


95. The purpose and intent of the Onerous Preemption Penalties are punishment, retribution, and deterrence.

96. As such, the Court should declare section 790.33, Florida Statutes, invalid and unconstitutional.

97. All elements necessary to support a cause of action for declaratory relief are present:
   a. There is a bona fide, actual, present need for a declaration that section 790.33, Florida Statutes, is invalid and unconstitutional.
   b. The declaration sought deals with a present controversy as to an ascertainable set of facts.
   c. Constitutionally provided rights and privileges of the Plaintiffs are dependent upon the law applicable to the facts.
d. The Plaintiffs and the Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.

e. The antagonistic and adverse interests are all before this Court.

f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

Prayer for Relief

WHEREFORE, the Elected Official Plaintiffs respectfully request that judgment be entered in their favor:

A. Declaring that section 790.33, Florida Statutes, is unconstitutional; and

B. Granting such other relief as this Court deems just and proper.

COUNT VI

VIOLATION OF THE PROHIBITION ON ARBITRARY AND CAPRICIOUS LAWS
AND LAWS THAT LACK A RATIONAL BASIS
(Municipal And Elected Official Plaintiffs Against All Defendants)

98. The Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 37 inclusive, as if fully set forth herein.

99. This count is an action for declaratory judgment, pursuant to section 86.011, et. seq., Florida Statutes, seeking a declaration from the Court that section 790.33(3), Florida Statutes, is invalid because it treats the violation of the preemption of local government regulation of firearms differently than violations of other preempted subject areas and gives more protection to the newly created right against local regulation of firearms than to any other rights (even those set forth in the Florida Constitution), all with no rational basis. This Count also seeks a declaratory judgment that section 790.33(3), and the application of the general preemption of local firearm regulation contained in section 790.33(1) to the regulation of
firearms by a municipality on municipal-owned property, are invalid because they arbitrarily and capriciously treat municipal-owned property differently than privately owned property, with no rational or reasonable basis to distinguish between the two.

100. Under Florida law, all statutes must, at a minimum, have a rational basis and must not be arbitrary and capricious. See Dept. of Corrections v. Fla. Nurses Ass'n., 508 So. 2d 317, 319 (Fla. 1987). This requirement is rooted in doctrines of equal protection and due process, as well as Article III, Section 11(b) of the Florida Constitution (“In the enactment of general laws on other subject, political subdivisions or other governmental entities may be classified only on a basis reasonably related to the subject of the law.”); see also Goodman v. Martin County Health Dept., 786 So. 2d 661, 664 (Fla. 4th DCA 2001) (“A statute that is vague, arbitrary, or capricious and bears no reasonable relationship to a legitimate legislative intent is unconstitutional.”).

101. Under Section 790.33(3), individual elected officials who vote for an ordinance in violation of the Firearm Preemption are subject to severe consequences (removal from office and civil fines), while individual elected officials who vote for an ordinance in violation of other state preemptions (or even in violation of other state constitutional rights) are not. Similarly, municipalities that enact ordinances in violation of the Firearm Preemption are subjected to lawsuits from all adversely affected persons and organizations and to damages up to $100,000, plus attorneys’ fees, while municipalities that enact ordinances in violation of other state preemptions (or even in violation of state constitutional rights) are not.

102. There is no rational basis for such disparate treatment. The concept of preemption is of equal importance regardless of the subject matter of the preemption, and the consequences for violation should be the same. The consequence of a violation of the Firearm Preemption was, until the enactment of the Onerous Preemption Penalties in 2011, always the same as a violation
of any other preemption statute—a declaration that the preempted ordinance is invalid. The creation of different consequences for a preemption violation is arbitrary and capricious and has no rational basis.

103. In essence, the Onerous Preemption Penalties create a private right to be free from local governmental regulation of firearms, and then makes that right sacrosanct and elevates and protects it more than even the core constitutional rights declared in Article 1 of the Florida Constitution (including the right of equal protection, religious freedom, freedom of speech, freedom of the press, due process, etc.), by creating severe penalties for the violation of only that right.

104. In addition, under Florida law, private property owners are permitted to pass and enforce “rules” relating to firearms and ammunitions on their property. However, pursuant to section 790.33(1), Florida Statutes, local government property owners may not do so.

105. The Plaintiffs have the same interest as private property owners in keeping their government-owned premises, visitors, and employees safe. Elsewhere in Chapter 790, the State recognized this important interest by exempting the possession of a concealed firearm at any meeting of the governing body of a municipality by an individual who is otherwise licensed to carry a concealed firearm. § 790.06(12)(a)(7), Fla. Stat. However, prior to the meeting, as soon as the meeting is over, and every other day of the week, the employees of a municipality who are clearly deserving of protection are again subject to the potential danger posed by firearms.

106. The Plaintiffs, like many private property owners throughout the State, desire to enact and enforce rules related to firearms and ammunition on their property that do not conflict with the fundamental right to bear arms, but that provide for more uniform protection and safety of property, visitors, and employees.
107. Section 790.33(1), taken together with other Florida Statutes, creates a classification scheme treating local government property owners differently than private property owners with no reasonable relationship to the purpose of the law. There is no rational basis for treating local governments who seek to impose limitations on the use of firearms and ammunition on their property differently from private entities who seek to do so on their privately owned property.

108. As such, the Court should declare section 790.33(3), Florida Statutes, and the application of the general preemption of local firearm regulation contained in section 790.33(1) to the regulation of firearms by a municipality on municipally owned property, invalid and unconstitutional.

109. All elements necessary to support a cause of action for declaratory relief are present:

a. There is a bona fide, actual, present need for a declaration that the Onerous Preemption Penalties contained in section 790.33(3), Florida Statutes, are invalid, and unconstitutional, and that the application of the general preemption of local firearm regulation contained in section 790.33(1) to the regulation by the Plaintiffs of firearms on municipally owned property, and the imposition of the Onerous Preemption Penalties for the enactment of such regulation, are also invalid and unconstitutional.

b. The declaration sought deals with a present controversy as to an ascertainable set of facts.

c. Constitutionally provided rights and privileges of the Plaintiffs are dependent upon the law applicable to the facts.
d. The Plaintiffs and the Defendants have an actual, present, adverse and antagonistic interest in the subject matter of this Complaint.

e. The antagonistic and adverse interests are all before this Court.

f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

**Prayer for Relief**

WHEREFORE, the Municipal and Elected Official Plaintiffs respectfully request that judgment be entered in their favor:

a. Declaring that section 790.33(3), Florida Statutes, is unconstitutional;

b. Declaring that section 790.33(3), and the application of the general preemption of local firearm regulation contained in section 790.33(1) to the regulation of firearms by a municipality on municipally owned property, are unconstitutional; and

c. Granting such other relief as this Court deems just and proper.

**COUNT VII**

**VIOLATION OF RIGHT TO PETITION AND INSTRUCT**
(Municipal And Elected Official Plaintiffs Against All Defendants)

110. The Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 37 inclusive, as if fully set forth herein.

111. This count is an action for declaratory judgment, pursuant to section 86.011, *et seq.*, Florida Statutes, seeking a declaration from the Court that the Onerous Preemption Penalties applicable to the Elected Official Plaintiffs, as provided for in sections 790.33(3)(a), (c), (d), and (e), Florida Statutes, violate Article I, Section 5 of the Florida Constitution by
rendering illusory the rights of residents living in the Municipal Plaintiffs to petition and instruct their elected representatives.

112. Article I, Section 5 of the Florida Constitution reads as follows: “Right to assemble. – The people shall have the right peaceably to assemble, to instruct their representatives, and to petition for redress of grievances.” The Florida Supreme Court has characterized the right to petition as “inherent and absolute.” *Krivanek v. Take Back Tampa Political Committee*, 625 So. 2d 840, 843 (Fla. 1993). Underlying the constitutional right to petition is the concept of government accountability, as noted in *Reynolds v. State*, 576 So. 2d 1300 (Fla. 1991).

113. The U.S. Supreme Court described the right just as eloquently:

The very idea of a government, republican in form, implies a right on the part of its citizens to meet peaceably for consultation in respect to public affairs and to petition for a redress of grievances. The First Amendment of the Federal Constitution expressly guarantees that right against abridgment by Congress. … For the right is one that cannot be denied without violating those fundamental principles of liberty and justice which lie at the base of all civil and political institutions – principles which the Fourteenth Amendment embodies in the general terms of its due process clause.


114. Florida is one of only sixteen states with a constitutional provision that authorizes the people to “instruct their representatives.”¹ These rights were typically included in state constitutions because “the drafters of the earliest state constitutions labored under the recent memory of British attempts to suppress town meetings and assert control over representative governments[,]” and “those actions figured prominently in colonists’ decisions to safeguard the

right to assemble, and to fuse it to guarantees of the right of instruction and the right to petition the legislature for assistance in redressing wrongs.” *Lahmann v. Grand Aerie of Fraternal Order of Eagles*, 121 P. 3d 671, 681 (Or. 2005) (emphasis added).

115. The Elected Official Plaintiffs all take an oath of office to uphold the Florida Constitution in their roles as representatives of their constituents. The Onerous Preemption Penalties preclude the Elected Official Plaintiffs from fulfilling their oath of office.

116. The Onerous Preemption Penalties do irreparable damage to the rights of petition and instruction enshrined in the Florida Constitution. These rights have no value if the constituents invoking them are faced with the certainty that, as to particular topics solely of the Legislature’s choosing, their concerns must be ignored by their elected officials at the risk of facing significant fines and removal from office.

117. The Onerous Preemption Penalties strike at the core of the American system of democratic representation: they suppress, in an insidious, Orwellian fashion, the voice of the local electorate through intimidation of local elected officials. The right to petition and instruct elected officials, which is guaranteed to Florida citizens by the Florida Constitution, is effectively suppressed by the Onerous Preemption Penalties, as the collective will of the local citizenry on the subject of firearm regulation, most clearly manifested through the legislative or quasi-legislative actions of their democratically elected local representatives, is silenced.

118. The Elected Official Plaintiffs are, through the threat of sanction, precluded from giving voice to the political interests of their constituents, whether by enactment of resolutions and ordinances or arguably even by public expressions of disapproval, on the subject of reasonable gun regulation within their community. Even if limited to symbolic, non-enforceable gestures, the will of the Municipal Plaintiffs’ residents is suppressed by the Onerous Preemption Penalties.
Penalties, which threaten to punish the Elected Official Plaintiffs and subject the Municipal Plaintiffs to potentially exorbitant liabilities, if they enact, attempt to enforce, or even “promulgate” any “ordinance, regulation, measure, directive, rule, enactment, order, or policy” relating to gun regulation. See § 790.33(3)(f), Fla. Stat.

119. To be clear, Plaintiffs are not alleging that local residents are entitled to have laws enforced that are inconsistent with or preempted by state statute. However, it is the Plaintiffs’ contention that local constituencies have a constitutional right to petition their democratically elected local officials and invoke their assistance in enacting local legislation, even if that legislation is ultimately determined to be unenforceable and merely symbolic. It is the role of the judiciary, not the Legislature, to determine whether particular local legislation is enforceable in light of controlling (and even preemptive) state law. Ironically, the Legislature was well aware of this legal remedy available to adversely affected individuals, but intended to threaten into submission (and eventually punish) local governments that do not “bend the knee.”

120. The idea that the Governor may summarily remove from office any elected local representative merely for voting in accordance with the petitions and instructions of his or her constituents, but who is later found to have knowingly and willfully voted in a manner inconsistent with the will of the Legislature, erodes the foundation of American democracy.

121. Accordingly, the Court should declare that the Onerous Preemption Penalties violate the constitutional rights to petition and instruct under Article I, Section 5 of the Florida Constitution.

---

2 The inclusion of the term “promulgate,” with its inherent ambiguities and potentially broad interpretation, enhances the chilling effect of the Onerous Preemption Penalties on the democratic process.
122. All elements necessary to support a cause of action for declaratory relief are present:

a. There is a bona fide, actual, present need for a declaration that the Onerous Preemption Penalties are unconstitutional.

b. The declaration sought deals with a present controversy as to an ascertainable set of facts.

c. Constitutionally provided rights and privileges of the Plaintiffs are dependent upon the law applicable to the facts.

d. The Plaintiffs and the Defendants have an actual, present, adverse and antagonistic interest in the subject matter of this Complaint.

e. The antagonistic and adverse interests are all before this Court.

f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

**Prayer for Relief**

WHEREFORE, the Municipal and Elected Official Plaintiffs respectfully request that judgment be entered in their favor:

A. Declaring that the penalty provisions set forth in sections 790.33(3)(a), (c), (d) and (e), Florida Statutes, are unconstitutional; and

B. Granting such other relief as this Court deems just and proper.
Dated this 2nd day of April, 2018.

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
200 East Broward Blvd., Ste. 1900
Fort Lauderdale, FL 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

By: /s/ Jamie A. Cole
JAMIE A. COLE
Florida Bar No. 767573
jcole@wsh-law.com
msaraff@wsh-law.com
EDWARD G. GUEDES
Florida Bar No. 768201
eguedes@wsh-law.com
szavala@wsh-law.com
ADAM M. HAPNER
Florida Bar No. 112006
ahapner@wsh-law.com
mboschini@wsh-law.com
Counsel for the Weston, Miramar, Pompano Beach, Pinecrest, South Miami, Miami Gardens, Cutler Bay, and Lauderhill Plaintiffs

RAUL J. AGUILA, CITY ATTORNEY
CITY OF MIAMI BEACH
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139
Telephone: (305) 673-7470
Facsimile: (305) 673-7002

By: /s Aleksandr Boksner
ALEKSANDR BOKSNER
Chief Deputy City Attorney
Florida Bar No. 26827
AleksandrBoksnerEservice@miamibeachfl.gov
Counsel for the Miami Beach Plaintiffs
STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Telephone: (305) 789-3200
Facsimile: (305) 789-3395

By: /s/ Abigail G. Corbett
ABIGAIL G. CORBETT
Florida Bar No. 31332
acorbett@stearnsweaver.com
VERONICA L. DE ZAYAS
Florida Bar No. 91284
vdezayas@stearnsweaver.com
Counsel for the Coral Gables Plaintiffs
ST. PETERSBURG CITY COUNCIL

MEETING OF: April 19, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1588

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

LCA: 1588
NUMBER OF STRUCTURES: 43
ASSESSABLE AMOUNT: $11,164.33

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 $11,164.33 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: __________________

FOLLOW-UP: ________________________  AGENDA NO. ____________
A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1588 ("LCA 1588") 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 16.40.060.4.4; 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, preliminary assessment rolls for Lot Clearing No. 1588 ("LCA 1588") 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

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No. 1588 ("LCA 1588") as liens against the respective real property on which the costs were incurred and that pursuant to Section 16.40.060.4.4 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 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.

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)
00369366
SAINT PETERSBURG
FL 33704-3529

LOT 6
S 40.5 FT OF S 80 FT OF
RICHARDSON'S M. E. SUB
803 CALITA TERR N
104.38

1935 22ND AVE NE
LANA COURT VENTURES LLC

VALrico
FL 33594-4424

LOT 7
PL 33594-4424
PINE GROVE SUB
1412 WINDHAM PK
JONES KATHLEEN ANN

LOT 8
PINE GROVE SUB
1200 66TH ST N STE 104-180
LCA 1988 78593

SAINT PETERSBURG
FL 33705-9344

LOT 9
PL 33705-9344
PINE GROVE SUB
2115 14TH AVE S
25 16 6924 000 0070

HOODVILLE
MS 38882-9440

BLK 16, LOT 2
PL 38882-9440
10 COUNT ROAD 5004
BREDEN'S, DANIEL

PINE GROVE SUB
1810 27TH AVE N
104.38

1935 22ND AVE N
LCA 1988 78592

VALRICO
FL 33594-4424

LOT 10
PL 33594-4424
PINE GROVE SUB
25 16 6924 000 0903

SAINT PETERSBURG
P1 33137623

LOT 11
PINE GROVE SUB
922 UNION ST S
104.38

1935 22ND AVE N
LCA 1988 78591

SAINT PETERSBURG
PP 33704-3529

LOT 12
PL 33704-3529
PINE GROVE SUB
1211 PRESTON ST S
25 16 6924 003 0030

1935 22ND AVE N
LCA 1988 78590

TAMPA
FL 33607-6307

LOT 13
PL 33607-6307
PINE GROVE SUB
721 13TH ST N
25 16 5256 000 0800

1935 22ND AVE N
LCA 1988 78589

ASSOCIATION

PROPERTY ADDRESS

LOT NUMBER

FL 4-15-2018

FINAL ASSESSMENT ROLL
Special Assessment Division

ASSOCIATION

OWNER NAME

4/02/18 9:17:29

Page 4

**** City of St. Petersburg ****
<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Address Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>184.38</td>
<td>4</td>
<td>4941 Shore Acres Blvd NE</td>
</tr>
<tr>
<td>184.38</td>
<td>4</td>
<td>3477 Burliungton Ave N</td>
</tr>
<tr>
<td>224.47</td>
<td></td>
<td>2716 16th Ave S</td>
</tr>
<tr>
<td>224.47</td>
<td></td>
<td>4221 13th Ave S</td>
</tr>
<tr>
<td>345.12</td>
<td></td>
<td>301 Calia Ter N</td>
</tr>
<tr>
<td>345.12</td>
<td></td>
<td>1911 17th Ave S</td>
</tr>
<tr>
<td>4950</td>
<td></td>
<td>1001 19th St NE</td>
</tr>
</tbody>
</table>

CA 92277
SAN DIOSO

CA 1988 78802
LSAP MASTER PARTICIPATION TRANS 12475 W Bernaldo Dr S18 320 SHEERAN CT
JAMIEON, DAVID

CA 1988 78601
REGULAR REALTY

CA 1988 78600
JAMIEON, DAVID

CA 1988 78599
RICH PROPERTIES ITC

CA 1988 78598
GENERAL HOME DEVELOPMENT CORP

CA 1988 78597
GENERAL HOME DEVELOPMENT CORP

CA 1988 78596
LONG CENTER ENTERPRISES LLC

CA 1988 78595
NOMERK

**Final Assessment Roll**
Special Assesments Division
**** City of SC. Peresburg ****

4/02/18 9:17:29
<table>
<thead>
<tr>
<th>CATEGORY ASSESSED</th>
<th>AMOUNT TO BE ASSESSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT CLEARING COST</td>
<td>$ 8,369.33</td>
</tr>
<tr>
<td>ADMINISTRATIVE FEE</td>
<td>$ 2,795.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$ 11,164.33</td>
</tr>
</tbody>
</table>
ST. PETERSBURG CITY COUNCIL

MEETING OF: April 19, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number SEC 1234

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>1234</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF STRUCTURES</td>
<td>14</td>
</tr>
<tr>
<td>ASSESSABLE AMOUNT:</td>
<td>$3,489.42</td>
</tr>
</tbody>
</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 $3,489.42 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ________________________________

COUNCIL ACTION: _______________________

FOLLOW-UP: ____________________________ AGENDA NO. ____________
A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1234 ("SEC 1234") 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. 1234 ("SEC 1234"); and

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

WHEREAS, the City Council has held a public hearing on April 19, 2018, 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. 1234 ("SEC 1234") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00369367
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>M/L ADDRESS</th>
<th>PARCEL ID</th>
<th>LEGAL DESCRIPTION</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEC 1234 07836</td>
<td>E F C PINELLA 4 LLC</td>
<td>2650 BAHIA VISTA ST STE 207</td>
<td>28 31 16 02034 000 0190</td>
<td>BACK BAY HOMES</td>
<td>4631 QUEENSBORO AVE S</td>
<td>116.46</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SARASOTA FL 342392625</td>
<td></td>
<td>LOT 19 &amp; W 20FT OF LOT 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07837</td>
<td>LOCKETT, RUTH N</td>
<td>2915 E 4TH ST</td>
<td>22 31 16 14418 012 0100</td>
<td>CENTRAL AVENUE HEIGHTS</td>
<td>3751 1ST AVE S</td>
<td>572.13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FORT WORTH TX 761113802</td>
<td></td>
<td>BLK 12, LOT 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07838</td>
<td>ALLEN, LUCY M EST</td>
<td>2534 5TH AVE S</td>
<td>23 31 16 17298 003 0130</td>
<td>COLONIAL ANNEX</td>
<td>2534 5TH AVE S</td>
<td>325.04</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SAINT PETERSBURG FL 337121635</td>
<td></td>
<td>BLK C, LOT 13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07839</td>
<td>FAST CASH HOUSE BUYER LLC</td>
<td>2102 CAMP INDIANHEAD RD</td>
<td>14 31 16 27954 001 0160</td>
<td>FLAG SUB</td>
<td>2327 15TH AVE N</td>
<td>391.15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LAND O LAKES FL 346395274</td>
<td></td>
<td>BLK 1, LOT 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07840</td>
<td>DAVIDSON, KAREN</td>
<td>13319 S EGYPT SHORES DR</td>
<td>12 31 16 27972 000 0070</td>
<td>FLAGG &amp; MORRIS SUB</td>
<td>1927 30TH AVE N</td>
<td>88.93</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CREAL SPRINGS IL 629223841</td>
<td></td>
<td>LOT 7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07841</td>
<td>NELSON, PRECIOUS</td>
<td>3543 15TH AVE S</td>
<td>27 31 16 33642 000 0100</td>
<td>GRIFFIN'S SUB</td>
<td>3543 15TH AVE S</td>
<td>447.13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SAINT PETERSBURG FL 33712806</td>
<td></td>
<td>LOT 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07842</td>
<td>GOOD SAMARITANS PROPERTY MAINT</td>
<td>5501 28TH ST N STE 11</td>
<td>27 31 16 65916 000 0200</td>
<td>PALMWAY</td>
<td>1601 SCRANTON ST S</td>
<td>80.84</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SAINT PETERSBURG FL 337141992</td>
<td></td>
<td>LOT 20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME</td>
<td>PARCEL ID/G/Legal Description</td>
<td>PROPERTY ADDRESS</td>
<td>ORIGINAL ASSESSMENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------------</td>
<td>-------------------------------</td>
<td>------------------</td>
<td>--------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07843</td>
<td>K V M PROPERTIES 6267 2ND AVE S</td>
<td>20 31 16 66978 001 0200</td>
<td>6267 2ND AVE S</td>
<td>208.96</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 33707</td>
<td>PASADENA ESTATES BLK 1, LOT 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07844</td>
<td>GALLINA, ALEXANDRA 7305 36TH AVE N</td>
<td>07 31 16 68598 002 0150</td>
<td>7305 36TH AVE N</td>
<td>120.84</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337101215</td>
<td>PHAIR ACRES BLK B, LOT 15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07845</td>
<td>HERSEY-JAMES, CLARISSA 3996 PORPOISE DR SE</td>
<td>25 31 16 68760 000 0010</td>
<td>1795 17TH ST S</td>
<td>146.15</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337056440</td>
<td>PHOENIX PARK N 83FT OF LOT 1 &amp; E 75FT OF LOT 2 &amp; E 75FT OF N 55 FT OF UNNUMBERED TRACT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07846</td>
<td>PYRAMID REALTY SOLUTIONS INC 4731 ALLEN RD</td>
<td>22 31 16 69174 005 0050</td>
<td>3836 DARTMOUTH AVE N</td>
<td>101.15</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ALLEN PARK MI 48101</td>
<td>PINECREST PARK BLK 5, LOT 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07847</td>
<td>SHAH ST PETERSBURG HOLDINGS LLC 9854 84TH ST</td>
<td>25 31 16 84726 000 0230</td>
<td>1253 22ND AVE S</td>
<td>88.93</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SEMINOLE FL 337771916</td>
<td>SPEAR’S SUB C.E. LOTS 23 &amp; 24</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07848</td>
<td>DENNIS, NICHOLAS BATIS 13575 58TH ST N STE 103</td>
<td>26 31 16 87102 000 0040</td>
<td>2528 13TH AVE S</td>
<td>193.93</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLEARWATER FL 337503755</td>
<td>SUNNYSIDE PARK LOT 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEC 1234 07849</td>
<td>KICKLIGHTER, SHIRLEY K 3237 19TH AVE S</td>
<td>26 31 16 89712 001 0290</td>
<td>3237 19TH AVE S</td>
<td>606.98</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAINT PETERSBURG FL 337122906</td>
<td>TANGERINE TERRACE NO. 2 BLK A, LOT 29</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSESSMENT NUMBER</td>
<td>OWNER NAME /MAILING ADDRESS</td>
<td>PARCEL ID /LEGAL DESCRIPTION</td>
<td>PROPERTY ADDRESS</td>
<td>ORIGINAL ASSESSMENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------------------</td>
<td>-----------------------------</td>
<td>------------------</td>
<td>-------------------</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL NUMBER OF ASSESSMENTS: 14

TOTAL ASSESSMENT AMOUNT: 3,489.42
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>AMOUNT TO BE ASSESSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECURING COST</td>
<td>$ 1,525.00</td>
</tr>
<tr>
<td>MATERIAL COST</td>
<td>$ 862.50</td>
</tr>
<tr>
<td>LEGAL AD</td>
<td>$ 471.92</td>
</tr>
<tr>
<td>ADMIN. FEE</td>
<td>$ 630.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$ 3,489.42</td>
</tr>
</tbody>
</table>
ST. PETERSBURG CITY COUNCIL

MEETING OF: April 19, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number DMO 460

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

DMO: 460
NUMBER OF STRUCTURES: 4
ASSESSABLE AMOUNT: $38,391.78

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 $38,391.78 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ________________________________

COUNCIL ACTION: ____________________

FOLLOW-UP: ____________________________  AGENDA NO.__________
A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 460 ("DMO NO. 460") 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. 460 ("DMO No. 460"); and

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

WHEREAS, the City Council has held a public hearing on April 19, 2018, 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. 460 ("DMO No. 460") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>PARCEL ID</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMO 0460 03293</td>
<td>KELSEY, SARAH EST</td>
<td>25 31 16 29682 010 0140</td>
<td>1926 19TH ST S</td>
<td>16,949.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FRUITLAND HEIGHTS PLAT B</td>
<td>BLK J, LOT 14</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SAINT PETERSBURG</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FL 337123507</td>
<td></td>
</tr>
<tr>
<td>DMO 0460 03294</td>
<td>8TH AVENUE RESIDENTIAL LAND TR</td>
<td>25 31 16 33786 000 0280</td>
<td>1314 8TH AVE S</td>
<td>10,873.88</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GROVE HEIGHTS ANNEX LOT 28</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SAINT PETERSBURG</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FL 337051921</td>
<td></td>
</tr>
<tr>
<td>DMO 0460 03295</td>
<td>CARR, RANDALL B</td>
<td>10 31 16 61686 000 0110</td>
<td>3543 40TH ST N</td>
<td>9,604.55</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NORTON SUB</td>
<td>LOT 11</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PINELLAS PARK</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FL 337814204</td>
<td></td>
</tr>
<tr>
<td>DMO 0460 03296</td>
<td>BINDER, ANTHONY J</td>
<td>11 31 16 76230 001 0060</td>
<td>2241 32ND AVE N</td>
<td>963.39</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ROCHESTER HEIGHTS BLK A, W 35FT OF LOT 5 &amp; ALL OF LOT 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SAINT PETERSBURG</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FL 337132717</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL NUMBER OF ASSESSMENTS:** 4

**TOTAL ASSESSMENT AMOUNT:** 38,391.78
**BUILDING DEMOLITION NUMBER DMO 460**

**COST/FUNDING/ASSESSMENT INFORMATION**

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>AMOUNT TO BE ASSESSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition Cost</td>
<td>$ 27,069.50</td>
</tr>
<tr>
<td>Asbestos Cost</td>
<td>$ 8,320.00</td>
</tr>
<tr>
<td>Legal Ad</td>
<td>$ 1,139.80</td>
</tr>
<tr>
<td>Engineer's Charge</td>
<td>$ 350.00</td>
</tr>
<tr>
<td>Administrative Fee</td>
<td>$ 1,512.48</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$ 38,391.78</strong></td>
</tr>
</tbody>
</table>
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of a 159.97 foot portion of 7th Avenue South and a 25 foot radius street easement immediately west of 1st Street South adjacent to Lot 1, U.S.F. Replat and Lot 2 and 3, U.S.F. Replat No. 3. (City File No.: 18-33000001)

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 vacate a 159.97 foot portion of 7th Avenue South and a 25 foot radius street easement immediately west of 1st Street South adjacent to Lot 1, U.S.F. Replat and Lot 2 and 3, U.S.F. Replat No. 3. The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments A and B). The applicant’s goal is to consolidate the property for redevelopment and the area to be vacated is located on the campus of the University of South Florida St. Petersburg.

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

Agency Review: This application was routed to the standard list of City Departments and outside utility providers. The City’s Engineering and Water Resources Departments have requested an easement for their facilities as have Frontier Communications and Duke Energy. The applicant has agreed to provide public utility easements as requested.

Public Comments: No public comments were received in response to the notice. Another notice will be provided prior to the hearing before City Council.

DRC Action/Public Comments: On March 7, 2018, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 7-0 to recommend approval of the proposed
vacation. In advance of this report, no additional comments or concerns were expressed to the author.

**RECOMMENDATION:** The Administration recommends **APPROVAL** of the right-of-way and street 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 or obtain a letter of no objection from the utility provider. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, that the facilities have been relocated, or that there is no conflict.

2. Prior to the recording of the vacation ordinance, the vacated portion of right-of-way and the 25-foot radius street easement along with the abutting properties shall be re-platted.


4. 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, Attachment C – Engineering Narrative dated February 2, 2018, Ordinance with Exhibit “A” – Sketch and Description of right-of-way segment to be vacated (2 pages), DRC Staff Report
Attachment B
City of St. Petersburg, Florida
Planning and Economic Development
Department
Case No.: 18-330000001
Address: 641 1st Street South and 801 3rd Street South
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF A 159.97 FOOT PORTION OF 7TH AVENUE SOUTH AND A 25 FOOT RADIUS STREET EASEMENT IMMEDIATELY WEST OF 1ST STREET SOUTH ADJACENT TO LOT 1, U.S.F. REPLAT AND LOT 2 AND 3, U.S.F. REPLAT NO. 3; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration and the Development Review Commission on March 7, 2018 (City File No. 18-33000001):

Legal Description: See 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, relocating City and private utilities at the applicant’s expense or obtain a letter of no objection from the utility provider. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, that the facilities have been relocated, or that there is no conflict.

2. Prior to the recording of the vacation ordinance, the vacated portion of right-of-way and the 25-foot radius street easement along with the abutting properties shall be re-platted.


4. 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.

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]
That part of 7th Avenue South lying West of the West right of way line of 1st Street South and lying East of the East line of Lot 1, Block 1, U.S.F. REPLAT as recorded in Plat Book 79, Page 83, Public Records of Pinellas County, Florida.

Together with

That certain 25' Radius Street Easement as shown on Lot 2, U.S.F. REPLAT NO. 3 as recorded in Plat Book 121, Page 89, Public Records of Pinellas County, Florida

Saint Petersburg, Florida

Exhibit "A" - Page 1 of 2

NOTES

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

2. NOT A BOUNDARY SURVEY.

3. Basis of Bearings: N00°00'00"E along the East line of Lot 1, Block 1, U.S.F. REPLAT, as recorded in Plat Book 79, Page 83, Public Records of Pinellas County, Florida.

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

5. This map intended to be displayed at a scale of 1" = 60'.

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

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

LEGEND

LB  Licensed Business  PSM  Professional Surveyor and Mapper  LS  Licensed Surveyor

George F. Young, Inc.
295 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317  FAX (727) 822-2919
CIVIL & TRANSPORTATION ENGINEERING GEOLOGY/CS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING
DAVENPORT-DAVENPORT-ORLANDO-PALM BEACH-ST. PETERSBURG-TAMPA
TO: Iris Winn, Administrative Clerk, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: February 2, 2018
SUBJECT: Right of Way - Vacation
FILE: 18-33000001

LOCATION AND PIN: 641 1st Street South; 19/31/17/93333/000/0020
801 3rd Street South; 19/31/17/93329/001/0010

ATLAS: E-3/E-5
PROJECT: Right of Way - Vacation
REQUEST: Approval of a Vacation of a 159.97 foot portion of 7th Avenue South
immediately west of 1st Street South.

COMMENTS: The Engineering Department has no objection to the vacation of a 159.97 foot portion
of 7th Avenue South immediately west of 1st Street South provided the following are included as
conditions of approval:

1. City Utility maps indicate that an 8" gravity sanitary sewer and a 6" potable water main exist within
the right of way proposed for vacation. Public Utility Easement must be dedicated as follows:

   a) The entire 80-foot right of way must be retained as Public Utility Easement.

   -OR-

   b) Public utilities may be field located and a 20-foot wide Public Utility Easement must be
dedicated centered over the sanitary sewer main AND a 20-foot wide Public Utility Easement
must be dedicated centered over the public water main. Note that there is both an east/west
water main in the right of way to be vacated and a north/south water main very close to the
western right of way boundary of 1st Street which require easement dedications (see attached
Exhibit 1 for a delineation of these easements).

NED/MJR/meh

pc: Kelly Donnelly
Correspondence File
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

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

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on March 7, 2018 at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.


REQUEST:
Approval of a Vacation of a 159.97 foot portion of 7th Avenue South and a 25 foot radius street easement immediately west of 1st Street South adjacent to Lot 1, Block 1, U.S.F. Replat and Lot 2 and 3, U.S.F. Replat No 3.

OWNER: University of South Florida Board TRE and FL Imp Fund TRE
140 7th Avenue South
Saint Petersburg, Florida 33701

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

ADDRESSES AND PARCEL ID NOS.: 641 1st Street South; 19-31-17-93333-000-0020
801 3rd Street South; 30-31-17-72801-001-0010

LEGAL DESCRIPTION: On File

ZONING: Institutional Center (IC)

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate a 159.97 foot portion of 7th Avenue South immediately west of 1st Street South and an adjacent 25-foot street corner radius easement, located along 1st Avenue South.
The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments A and B) and Exhibit “A” - Sketch and Legal Description. The applicant’s goal is to consolidate the property for redevelopment. This is located on the campus of the University of South Florida St. Petersburg.

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

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

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

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

   This application was routed to the standard list of City Departments and outside utility providers. The City’s Engineering and Water Resources Departments have requested an easement for their facilities as have Frontier Communications and Duke Energy. The applicant has agreed to provide public utility easements as requested.

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.**

   This is a short remaining segment of 7th Avenue South within this block bounded by 6th Avenue to the north, 8th Avenue to the south, 3rd Street South to the west and 1st Street South on the east. The western portion of 7th Avenue within the block was approved for vacation in 1977. The surrounding property is being replatted into one lot and this vacation will not cause any lot of record to lose access. This plat is a condition of approval of this vacation.

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

   The portion of 7th Avenue South proposed for vacation is a dead-end right-of-way. By completing vacation of 7th Avenue within the block there will no longer by a dead-end right-of-way. As the rest of 7th Avenue within the block has been previously vacated there will be no alteration of travel patterns. This is not a designated historic landmark or neighborhood.
4. The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.

This application has been reviewed by the City's Transportation Planning Department and it has been determined that there is no future need for vehicular traffic. The applicant has agreed to provide a utility easement to address the concerns of utility providers.

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

No other factors have been raised for consideration.

B. Comprehensive Plan

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 on the University of South Florida St. Petersburg campus which is a goal of the Comprehensive Plan. The remainder of the street was previously vacated.

C. Adopted Neighborhood or Special Area Plans

The subject right-of-way is not within a Neighborhood Association boundary. The subject property is within the boundaries of the Intown Activity Center. The Intown Activity Center plan has two 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 right-of-way segment will not affect 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 block.

Comments from Agencies and the Public. This application was routed to the standard list of utility providers. The applicant has agreed to provide the requested utility easement. No calls
were received from the public in response to the written notice. 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 partial right-of-way and street easement vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording of the vacation ordinance, the applicant(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 or obtain a letter of no objection from the utility provider. In either case a written letter of no objection from the utility providers is required stating that the easement is sufficient for their interest, that the facilities have been relocated, or that there is no conflict.

2. Prior to the recording of the vacation ordinance, the vacated portion of right-of-way and the 25-foot radius street easement along with the abutting properties shall be re-platted.


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

REPORT PREPARED BY:

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

REPORT APPROVED BY:

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

Attachments: A – Parcel Map, B – Aerial Map, Attachment C – Engineering Narrative dated February 2, 2018, Exhibit “A” – Sketch and Description of right-of-way segment to be vacated (2 pages)
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: Policy for disposing of real property acquired through the foreclosure process for the construction of affordable housing

RECOMMENDATION: The Administration recommends that City Council conduct a public hearing and approve the attached resolutions.

BACKGROUND

In September 2014, the Codes Compliance Assistance department made a presentation to the Housing Services Committee outlining problem properties. These properties typically are valued less than the Code Enforcement Board and special assessment liens placed on the property and the city is continuing to expense funds by maintaining the lots. At that time, we proposed a pilot program to work with an outside attorney to address these properties through foreclosure. In February 2015, the city began work on this program with attorney Matt Weidner. In addition to the properties mentioned above, the program has also focused on post city demolition lots and vacant properties with recurring or long-standing code violations.

This program has been successful in placing blighted property in the hands of new owners with clear title. As a result, there have been significantly less code violations and special assessments on these properties post foreclosure. To date, 242 properties have been subject to this program with 140 properties sold at foreclosure auction. A majority of these properties are located within the South St. Petersburg CRA.

City staff also views this program as an opportunity to increase the construction of affordable housing in the city. To that end, the city has begun to acquire some of these properties through the foreclosure process with the intent of disposing of these properties to interested developers to construct affordable housing.

PROPOSED POLICY

The intent of staff’s proposed policy to dispose of lots acquired through foreclosure is to expeditiously turnover the properties for the construction of affordable housing. The attached policy includes a four-step process for achieving this goal. These steps include: establishing a list of interested developers (non-profit and for-profit); notifying interested developers of available properties; establishing a committee of two staff members and one
citizen to review and score applications and award properties; and entering into a long term lease with a purchase option with a developer for the construction of affordable housing.

This proposed process was reviewed and recommended for approval by the Housing, Land Use and Transportation Committee on February 22, 2018 and was also reviewed and recommended for approval by the South St. Petersburg CRA Citizen Advisory Committee on March 6, 2018.

Staff will present the proposed policy and four-step process in more detail at the City Council meeting on April 19, 2018. In addition, staff has attached a resolution authorizing that the eight (8) properties acquired to date through this program be approved for this process.

COST/FUNDING/ASSESSMENT INFORMATION

Approval of the proposed policy and resolutions will allow the City to dispose of property at below market value to provide affordable housing.

Attachments: Resolution authorizing disposition process
Resolution authorizing eight (8) properties be approved for the process
Policy

APPROVALS:
Administration: [Signature]  Budget: [Signature] 4.6.18
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO DISPOSE OF BLIGHTED PROPERTIES; APPROVING AND ADOPTING POLICIES AND PROCEDURES TO PROVIDE FOR SAID DISPOSITION AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council has previously approved the administration to foreclose on real property with any or all of the following liens: Code Enforcement Board, Special Assessment and Utility; and

WHEREAS, City Council has previously approved the administration to bid up to the City's judgment amount on foreclosed property; and

WHEREAS, the City has acquired real property at foreclosure auction with the intent to dispose of said lots for the purpose of creating affordable housing units; and

WHEREAS, certain procedures have been developed, as described on the attachment hereto, to provide for the disposition of said property to specific purchasers under certain conditions and subject to specific terms; and

WHEREAS, the intent of the procedure is to provide for an expeditious process to dispose of properties acquired at foreclosure auction ("Foreclosure Properties"), thereby reducing City liability and maintenance related to the property, removing the blight, and to place such property back into productive use and onto the tax rolls of Pinellas County, and to reduce City cost in processing the sale.

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 dispose of properties acquired at foreclosure auction or through the foreclosure process as set forth in the attached policies and procedures:

BE IT FURTHER RESOLVED that the attached policies and procedures for disposition of real property are hereby approved and adopted.

This Resolution shall become effective immediately upon its adoption.
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO DISPOSE OF FORECLOSURE PROPERTIES LISTED BELOW THROUGH THE PROCESS SET FORTH IN THE FORECLOSURE PROPERTIES DISPOSITION POLICY AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council has previously approved the administration to foreclose on real property with any or all of the following liens: Code Enforcement Board, Special Assessment and Utility; and

WHEREAS, City Council has previously approved the administration to bid up to the City’s judgment amount on foreclosed property; and

WHEREAS, the City acquired the following properties at foreclosure auction ("Foreclosure Properties"):

- 1010 11th Avenue South
- 2150 17th Avenue South
- 670 26th Avenue South
- 3143 Freemont Terrace South
- 1155 15th Avenue South
- 3516 3rd Avenue South
- 1916 21st Street South
- 1926 21st Street South

WHEREAS, certain procedures to provide for the disposition of said property to specific purchasers under certain conditions and subject to specific terms ("Foreclosure Properties Disposition Policy"), was approved by the Community Redevelopment Agency of the City of St. Petersburg, Florida and City Council on April 19, 2018; and

WHEREAS, the Foreclosure Properties Disposition Policy allows for the transfer of dispose of Foreclosure Properties as rapidly as feasible, as is in the public interest, while still being consistent with the South St. Petersburg Community Redevelopment Plan; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to dispose of the Foreclosure Properties through the process set forth in the Foreclosure Properties Disposition Policy and execute all documents necessary to effectuate same.

This Resolution becomes effective immediately upon its adoption.

APPROVED BY:

Robert Gerdes, Administrator
Neighborhood Affairs Administration
PROCEDURE FOR DISPOSITION OF FORECLOSURE PROPERTIES POLICY:

The disposition of properties acquired at foreclosure auction ("Foreclosure Properties") procedure is established to dispose of Foreclosure Properties in a timely manner and to assist in the reduction of blight. Each Foreclosure Property that is acquired by the City through the foreclosure process, and approved by Council for this program, will be offered for lease, with an option to purchase, to approved developers in order to facilitate renovation of existing structures or new residential construction in a timely manner. These structures will then be offered for sale to qualified buyers at an affordable price.

The intent of the procedure is to provide for an expeditious process to turnover Foreclosure Properties to new owners, who will assist in eliminating blight. This process will also streamline the City's disposition process, thereby reducing City liability and maintenance related to the property; place such property back onto the tax rolls of Pinellas County; and reduce City cost in processing the sale.

BACKGROUND

As one element of the City’s plan to reduce blight, the City has been addressing several abandoned, vacant and blighted properties through the foreclosure process. City Council, through Resolution No. 2016-13, authorized the Mayor or his designee to credit bid up to the just market value at foreclosure auctions. As the City continued to identify properties that presented a strong possibility of community improvement, the price for some properties at foreclosure auction rose and the City was outbid at a foreclosure auction. As a result, City Council further approved Resolution 2017-512, which permitted administration to credit bid up to the final judgement amount. To date, the City has acquired eight (8) properties through this process.

The City’s goal is always to transfer these properties back into productive use in such a manner as to improve the properties contribution to the revitalization of the surrounding neighborhood. The City also aims to address the growing concern that there are too few opportunities for members of the workforce to acquire affordable housing. The City is also keenly aware that for any program to be successful, it must be open and available to the community with which it aims to serve. Administration believes that the attached policy best achieves the desired goals while minimizing the likely concerns.
PROCEDURES

IDENTIFICATION OF PROPERTY

This procedure shall only apply to residential properties that are in the process of being acquired by the City through the foreclosure process, or have already been acquired by the City through the foreclosure process. For purposes of this procedure, the foreclosure process shall include any property that is acquired by the City, either at public auction or from an owner in response to the instigation or threat of foreclosure litigation. The properties to be included in this program shall be confirmed by City Council.

CRITERIA FOR DEVELOPERS

1. The City shall develop a List of Interested Developers (“LID”) for this program.
   a. The City shall conduct public outreach to attract people/businesses/organizations to take part in this program.

2. In order to be added to the LID, a prospective developer shall be required to submit proof of the following minimum qualifications:
   a. Solvency
   b. Legally entitled to own/operate a business in Florida
   c. Financial ability to build homes
   d. Basic business acumen necessary to successfully manage home construction from start to finish, including but not limited to obtaining the proper permits, hiring appropriate professionals, and managing accompanying liability or willingness to partner with someone who has such acumen.

3. Compliance with these criteria and addition to the LID shall be determined by the Foreclosure Properties Committee (“FPC”).
   a. The FPC shall consist of two administrative employees and a citizen selected by the Mayor or his designee.
   b. FPC meetings shall be conducted quarterly.
   c. All FPC meetings shall be noticed and open to the public.

4. The FPC may also from time to time request other information from an Interested Developer, including but not limited to, information related to the Relevant Criteria, as set forth below.

5. “Interested Developer” shall be defined as any prospective developer who is approved for addition to the LID, as well as any Qualified Homebuyers, as defined below, who express interest in Foreclosure Property and are able to adequately demonstrate to the City their ability to timely construct a compliant structure.

NOTIFICATION OF AVAILABLE PROPERTY

1. Once the City has acquired a property through the foreclosure process and City Council has confirmed its inclusion in this program, all Interested Developers on the LID shall be notified by email that a Foreclosure Property is available.
   a. This notification shall include the address and Parcel Identification Number of the Foreclosure Property.
   b. The notification shall also be posted on the City’s standard real estate disposition page and any other appropriate medium as determined by administration.

2. Administration shall also advertise the disposition of the Foreclosure Properties in compliance with Florida Statutes governing CRA property, if the property is located within a CRA.
SELECTION OF DEVELOPER

3. Any Interested Developer shall have 30 days to respond, in writing, to the notice to be considered for any individual Foreclosure Property.
   a. This “Response” shall affirmatively state the Interested Developer’s interest in acquiring the Foreclosure Property and shall include appropriate information on all Relevant Criteria. Failure to address any Relevant Criteria in the Response shall be interpreted, at the sole discretion of the FPC, as an indication that the Interested Developer does not meet the Relevant Criteria.

4. The FPC shall review each Response submitted for each Foreclosure Property to determine the order of preference among all Interested Developers.

5. The order of preference of Interested Developers shall be determined by a point system, with points assigned by the FPC, with input from City staff, according to the following “Relevant Criteria”:
   a. Does the Interested Developer have experience working in the neighborhood of the Foreclosure Property?
   b. Does the Interested Developer have adequate experience and expertise building houses or a verified partner with such experience and expertise?
   c. Can the Interested Developer begin work promptly upon acquiring leasehold?
   d. Will the Interested Developer contribute to the improvement of the surrounding area?
   e. Does the Interested Developer have the capacity to take on the Foreclosure Property without adversely impacting its work on any other Foreclosure Properties?
   f. Is this the first Foreclosure Property on which the Interested Developer would acquire leasehold?
   g. Is the Interested Developer a non-profit?
   h. Is the Interested Developer using local labor employees and contractors?
   i. Is the Interested Developer a Qualified Homebuyer who has adequately demonstrated their ability to construct a compliant structure?

6. The FPC shall, at its sole discretion, determine compliance with Relevant Criteria and assign points as it sees fit to determine an order of preference.
   a. The FPC may, but is not obligated to, contact any Interested Developer who sent a Response to ask further questions, or seek more information or assurances.
   b. The FPC shall resolve any ties and determine the final order of preference by considering any other relevant factors.

7. The FPC shall notify all Interested Developers who sent a Response of the final order of preference and all assigned points, including notifying the top preference and, if appropriate, the second preference.
   a. Notwithstanding the above, the FPC shall set a minimum number of points for Interested Developers to be considered to be offered a leasehold. This minimum may be amended by the FPC from time to time as appropriate based on experiences within the program.
   b. Additionally, the FPC may, but is not obligated to, request administration to engage with any Interested Developer to assist with their participation in the program.

8. Upon receiving notification from the City that an Interested Developer has preference, the Interested Developer shall respond within seven (7) days of their acceptance of the Foreclosure Property or the FPC, at their sole discretion, may remove the Interested Developer from consideration for the Foreclosure Property.

9. If there is no response from an Interested Developer on a specific property, the City may dispose of the property through the surplus property procedure at appraised value or higher or dispose of the property to a land trust at the same cost it would have been offered to an Interested Developer.
DISPOSITION PROCESS

1. Once an Interested Developer, who was given preference for a Foreclosure Property, accepts the property as outlined above ("Selected Developer") administration shall prepare a Lease with option to purchase ("Lease") which shall be executed by the Selected Developer within 30 days of receiving the Lease from the City.

2. The Lease shall include the following terms:
   a. The Lease shall be for a term of 99 years to allow the Selected Developer to obtain financing to build a house (or renovate an existing house) on the Foreclosure Property.
   b. The Lease shall include a nominal rent of $10 per month for the first 18 months, and beginning on the first day of the 19th month, monthly rent in the amount of $500 shall be due to the City.
   c. The Lease shall include strict restrictions on code compliance and compliance with all laws during the term.
   d. The Lease shall include an option to purchase that is contingent on the following:
      i. A home is constructed or rehabilitated in compliance with the requirements set forth in an exhibit and a certificate of occupancy has been issued.
      ii. The leasehold interest has been transferred at an affordable price to a qualified homebuyer whose income has been verified by the City to be at or below 120% AMI (as defined in City Code Chapter 17.5-97) ("Qualified Homebuyer").
   e. The Lease shall provide for closing as follows:
      i. The Selected Developer shall give to the Qualified Homebuyer all their interests under the Lease, except as may be set forth for payment.
      ii. The Qualified Homebuyer shall exercise the option to purchase the foreclosure property from the City and the City shall transfer to Qualified Homebuyer clear title.
      iii. Qualified Homebuyer and/or Selected Developer shall be responsible for all closing costs as set forth in the Lease.
      iv. From closing funds, City is paid $4,000, and the remainder of the funds are transferred to the Selected Developer. Each year, the FPC will review this amount in relation to costs for the City to acquire property and recommend any necessary changes to City Council.
      v. At closing, the City shall attach a restrictive covenant on the property limiting its resale to income eligible buyers for 5 years, or the current required number of years if homebuyer assistance is provided by the City, whichever is higher. If the property is in the CRA, then other restrictions imposed by law or outlined in the CRA plan may also be attached.
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE NAMING OF THE CITY'S MAIN LIBRARY AFTER FORMER PRESIDENT BARACK OBAMA AND AN AMENDMENT OF CITY CODE TO REFLECT SUCH NAMING; AUTHORIZING THE MAYOR TO INITIATE SUCH NAMING AND AMENDMENT BY ISSUING A MAYORAL PROCLAMATION IN ACCORDANCE WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, local governments and school districts throughout the United States have honored former American presidents through the naming of public buildings and roads; and

WHEREAS, the City of St. Petersburg is planning a $6 million renovation of its main library, located at 3745 9th Avenue North (the "Library"); and

WHEREAS, in conjunction with this planned renovation, the City desires to pay tribute to the nation's first African-American president by naming the Library the "President Barack Obama Main Community Library" and expanding the Library's resources regarding the Office of the Presidency, active citizenship, community development, and community organizing; and

WHEREAS, pursuant to St. Petersburg City Code section 2-512, the name of any City-owned facility may be changed only by ordinance; and

WHEREAS, the City Council of the City of St. Petersburg desires to adopt such an ordinance to authorize the naming the Library after former President Obama; and

WHEREAS, the City Council desires to provide the Mayor with discretion as to when to initiate the naming authorized by this ordinance in order to promote effective coordination between the name change and the renovations and expansion of resources that are planned for the Library.

NOW, THEREFORE, THE CITY OF ST. PETERSBURG DOES ORDAIN:
SECTION 1—AUTHORIZATION TO CHANGE NAME: Upon issuance of a Mayoral proclamation in accordance with section 2, the following actions authorized by this ordinance will occur:

(a) The name of the Library will be changed to the “President Barack Obama Main Community Library.”

(b) St. Petersburg City Code subsection 2-512(d) will be amended to add the following provision as the final sub-subsection, with the appropriate number to be provided by the codifier at that time:

( ) The City’s main library, located at 3745 9th Avenue North, is named the “President Barack Obama Main Community Library.”

SECTION 2—MAYORAL PROCLAMATION: The Mayor may initiate the actions set forth in section 1 by issuing a proclamation that cites this ordinance by number.

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

Approved as to form and content:

City Attorney (Designee)  [Signature]

Administration  [Signature]
ORDINANCE NO. AN ORDINANCE AMENDING CHAPTER 20, ARTICLE II, SECTION 20-61; PROHIBITING ACTS OF RECKLESS ENDANGERMENT, HARASSMENT AND VOYEURISM VIA UNTETHERED OBJECTS; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A HEARING PROCESS TO RECOVER SEIZED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is invested in the present and future health, safety and welfare of its residents and visitors; and

WHEREAS, as the prosperous growth and redevelopment of the City of St. Petersburg continues in parallel with advances in technology resulting in City residents living, working and recreating in higher density areas, there is an increased risk to the public of voyeurism, reckless endangerment and harassment, especially in the form of untethered objects; and

WHEREAS, the City Council wishes to amend Chapter 20 of the St. Petersburg City Code, specifically Article III, “Offenses Involving Public Safety”, in order to provide a codified municipal ordinance prohibiting reckless endangerment, harassment or voyeurism through the use of untethered objects and allow for appropriate due process concerning such violations.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1: SECTION 20-61 of Chapter 20, Article III of the St. Petersburg City Code, previously reserved, is hereby amended, adding the following text:

20-61 Reckless Endangerment, Voyeurism and Harassment Through the Use of Untethered Objects

a. For purposes of this Section, the term “untethered object” means an object outside the grasp of the human hand and includes but is not limited to toys, remote controlled devices, and other remotely guided objects (via electronic or any other form of remote guidance).

b. The operation or manipulation of any untethered object in a manner that constitutes reckless endangerment is prohibited. For purposes of this section a person commits the offense of “reckless endangerment” when he or she acts with willful and wanton disregard for the safety of persons and property.

c. The operation or manipulation of any untethered object in a manner that constitutes voyeurism is prohibited. For purposes of this section a person commits the offense of “voyeurism” when he or she, with lewd, lascivious, or indecent intent;
(i) Secretly observes another person located in a dwelling, upon the grounds of
the observed person’s homestead or residence, or within a structure or conveyance
or such location in which the observed person has a reasonable expectation of
privacy.

d. The operation or of any untethered object in a manner that constitutes
harassment of another person is prohibited. For purposes of this section a person
commits the offense of “harassment” when he or she engages in a course of conduct
directed at a specific person which causes substantial emotional distress to that person
and serves no reasonable, legitimate legally permitted purpose in the eyes of the
observing police officer or other authorized law enforcement official. “Course of
conduct” means a pattern of conduct, however short and intermittent, which evidences a
continuity of purpose. The term does not include constitutionally protected activity. The
prohibitions contained in this Section shall not apply to persons properly and
professionally operating equipment for the sole purpose of government authorized
construction or mapping within dedicated right-of-ways or easements.

e. The prohibitions set forth in this Section apply regardless of the size of the
untethered object, or whether the untethered object is being used for commercial, noneconomic
or recreational purposes.

f. Any person who violates any of the provisions of this section shall be subject to a
fine of $500 or may be sentenced to a definite term of imprisonment not to exceed 60 days. An
object may be seized whenever a Police Officer has probable cause to believe that the object was
used in a manner constituting a violation of this section. The owner of the offending untethered
object may seek its return by requesting an administrative hearing through the City Clerk by 5:00
P.M. on the fifth business day following the seizure and paying an administrative fee of $50.
Such hearing shall be held within 5 business days of the POD’s receipt of the hearing request,
and at said hearing the hearing master shall determine if there was probable cause under the
ordinance to seize and impound the untethered object. The burden of proving probable cause is
upon the POD. It shall be a defense that the untethered object was stolen or that it was under the
control of a person other than the untethered object’s owner and the owner was not present at the
time the untethered object became subject to seizure and impoundment. The owner shall have
the burden of proving this defense by a preponderance of the evidence. If the hearing master
determines probable cause for the seizure exists, such untethered object shall be held by the POD
during the pendency of any ordinance violation court case brought by the POD under this
ordinance. If no probable cause is found, the untethered object shall be returned to the owner
within 10 days and the administrative fee refunded. If such administrative hearing is not
requested, and the ordinance violation case is concluded or no such case is brought by the POD,
then the untethered object shall be disposed of under the procedures provided for in F.S.
705.103.
Section 2. Language which is underlined represents additions and the language which is struck-through represents deletions.

Section 3. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto 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:

DEPARTMENT:

City Attorney
(Designee)

00365918
Community Redevelopment Agency of the City of St. Petersburg

Meeting of April 19, 2018

TO: The Community Redevelopment Agency of the City of St. Petersburg

SUBJECT: Policy for disposing of real property acquired through the foreclosure process for the construction of affordable housing

RECOMMENDATION: The Administration recommends that the Community Redevelopment Agency conduct a public hearing and approve the attached resolutions.

BACKGROUND

In September 2014, the Codes Compliance Assistance department made a presentation to the Housing Services Committee outlining problem properties. These properties typically are valued less than the Code Enforcement Board and special assessment liens placed on the property and the city is continuing to expense funds by maintaining the lots. At that time, we proposed a pilot program to work with an outside attorney to address these properties through foreclosure. In February 2015, the city began work on this program with attorney Matt Weidner. In addition to the properties mentioned above, the program has also focused on post city demolition lots and vacant properties with recurring or long-standing code violations.

This program has been successful in placing blighted property in the hands of new owners with clear title. As a result, there have been significantly less code violations and special assessments on these properties post foreclosure. To date, 242 properties have been subject to this program with 140 properties sold at foreclosure auction. A majority of these properties are located within the South St. Petersburg CRA.

City staff also views this program as an opportunity to increase the construction of affordable housing in the city. To that end, the city has begun to acquire some of these properties through the foreclosure process with the intent of disposing of these properties to interested developers to construct affordable housing.

PROPOSED POLICY

The intent of staff’s proposed policy to dispose of lots acquired through foreclosure is to expeditiously turnover the properties for the construction of affordable housing. The attached policy includes a four-step process for achieving this goal. These steps include: establishing a list of interested developers (non-profit and for-profit); notifying interested developers of available properties; establishing a committee of two staff members and one
citizen to review and score applications and award properties; and entering into a long term lease with a purchase option with a developer for the construction of affordable housing.

This proposed process was reviewed and recommend for approval by the Housing, Land Use and Transportation Committee on February 22, 2018 and was also reviewed and recommended for approval by the South St. Petersburg CRA Citizen Advisory Committee on March 6, 2018.

Staff will present the proposed policy and four-step process in more detail at the Community Redevelopment Agency meeting on April 19, 2018. In addition, staff has attached a resolution authorizing that the eight (8) properties acquired to date through this program be approved for this process.

COST/FUNDING/ASSESSMENT INFORMATION

Approval of the proposed policy and resolutions will allow the City to dispose of property at below market value to provide affordable housing.

Attachments: Resolution authorizing disposition process
Resolution authorizing eight (8) properties be approved for the process
Policy

APPROVALS:
Administration: [Signature]  Budget: [Signature] 4.6.18
A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA FINDING 1) THAT THE DISPOSITION POLICY FOR FORECLOSURE PROPERTIES IS CONSISTENT WITH THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN AND FLORIDA STATUTES; 2) THAT THE DISPOSITION OF FORECLOSURE PROPERTIES AT THE AMOUNTS AND TERMS SET FORTH IN THE FORECLOSURE PROPERTIES DISPOSITION POLICY IS AT A VALUE THAT IS IN THE PUBLIC INTEREST; AND 3) RECOMMENDING APPROVAL OF THE FORECLOSURE PROPERTIES DISPOSITION POLICY TO THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South St. Petersburg Community Redevelopment Area ("CRA") was first established on June 20, 2013, when the City of St. Petersburg City Council approved Resolution No. 2013-247 finding blight in South St. Petersburg pursuant to the Florida Community Redevelopment Act of 1969 (Chapter 163, Part III) ("Act"); and

WHEREAS, on October 8, 2013, the Pinellas County Board of County Commissioners ("BCC") approved the City’s findings of blight and directed its staff to collaborate with the City to develop an interlocal agreement defining the framework for the community redevelopment agency (Resolution No. 13-186), and on May 15, 2014, City Council approved the interlocal agreement (Resolution No. 2014-207) and the BCC followed suit on May 20, 2014; and

WHEREAS, at its June 3, 2014 meeting, the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the plan (Resolution No. 14-43); and

WHEREAS, the Community Redevelopment Agency of the City of St. Petersburg, Florida ("Agency") assisted in the creation of the South St. Petersburg Community Redevelopment Plan ("Plan"), a multifaceted revitalization effort that embraces both traditional "place-based" economic development strategies customary to redevelopment plans as well as
"people-based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg; and

WHEREAS, City Council has previously approved the administration to foreclose on real property with any or all of the following liens: Code Enforcement Board, Special Assessment and Utility; and

WHEREAS, City Council has previously approved the administration to bid up to the City's judgment amount on foreclosed property; and

WHEREAS, the City has acquired real property at foreclosure auction with the intent to dispose of said lots for the purpose of creating affordable housing units; and

WHEREAS, certain procedures have been developed, as described on the attachment hereto, to provide for the disposition of said property to specific purchasers under certain conditions and subject to specific terms ("Foreclosure Properties Disposition Policy"); and

WHEREAS, the intent of the Foreclosure Properties Disposition Policy is to provide for an expeditious process to dispose of properties acquired at foreclosure auction ("Foreclosure Properties"), thereby reducing City liability and maintenance related to the property, removing the blight, and to place such property back into productive use and onto the tax rolls of Pinellas County, and to reduce City cost in processing the sale; and

WHEREAS, the Foreclosure Properties Disposition Policy allows for the transfer of Foreclosure Properties as rapidly as feasible, as is in the public interest, while still being consistent with the Plan; and

WHEREAS, the long-term benefits to be achieved for the CRA outweigh any short-term losses or costs for the disposal of such real property through the Foreclosure Properties Disposition Policy; and

WHEREAS, the uses related to the Foreclosure Properties provided in the Foreclosure Properties Disposition Policy are consistent with the Plan; and

WHEREAS, the conditions of sale, covenants and restrictions to be recorded, and obligations to be assumed by the purchaser and/or lessee will further the goals of the Plan; and

WHEREAS, the Foreclosure Properties Disposition Policy will aid in the elimination of and prevention of the recurrence of slum or blighted areas; and

WHEREAS, the Foreclosure Properties Disposition Policy creates a sufficient process for considering all specific proposals for Foreclosure Property acquisition and the entities or individuals making such proposals; and

WHEREAS, the Foreclosure Properties Disposition Policy described in this report is consistent with the Plan objectives, as it enables the ongoing implementation of the Plan by increasing the supply of affordable housing within the CRA, which in turn benefits the residents of the CRA; and
WHEREAS, the Foreclosure Properties Disposition Policy described in this report is consistent with the Act including, but not limited to Florida Statutes §163.370, §163.380, and §163.387, including the notice provisions set forth therein, insofar as it is intended that this dispositions effectuated under this policy are authorized by the Act, will prevent the creation or spread of future slums or blighted areas, and will carry out the purposes of the Act.

WHEREAS, a public hearing, in compliance with relevant Florida Statutes, was held on April 19, 2018, at which time the Agency approved the Disposition Policy as being consistent with the Plan.

NOW THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of St. Petersburg, Florida ("Agency"), that the Agency 1) finds that the Disposition Policy for foreclosure properties is consistent with the South St. Petersburg Community Redevelopment Plan and Florida Statutes; 2) that the disposition of Foreclosure Properties at the amounts and terms set forth in the Foreclosure Properties Disposition Policy is at a value that is in the public interest; and 3) recommends approval of the Foreclosure Properties Disposition Policy to the City Council of the City of St. Petersburg, Florida; and

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

This Resolution becomes effective immediately upon its adoption.

LEGAL:  
Robert Gerdes, Administrator  
Neighborhood Affairs Administration

APPROVED BY:

City Attorney (Designee)  
00370415.doc v2
CRA Resolution No. 2018 --

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA FINDING 1) THAT THE DISPOSITION OF THE FORECLOSURE PROPERTIES LISTED BELOW THROUGH THE DISPOSITION POLICY IS CONSISTENT WITH THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN AND FLORIDA STATUTES; 2) THAT THE DISPOSITION OF FORECLOSURE PROPERTIES AT THE AMOUNTS AND TERMS SET FORTH IN THE FORECLOSURE PROPERTIES DISPOSITION POLICY IS AT A VALUE THAT IS IN THE PUBLIC INTEREST; AND 3) RECOMMENDING APPROVAL OF THE DISPOSITION OF THE FORECLOSURE PROPERTIES LISTED BELOW TO THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE DISPOSITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South St. Petersburg Community Redevelopment Area ("CRA") was first established on June 20, 2013, when the City of St. Petersburg City Council approved Resolution No. 2013-247 finding blight in South St. Petersburg pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III)("Act"); and

WHEREAS, on October 8, 2013, the Pinellas County Board of County Commissioners ("BCC") approved the City's findings of blight and directed its staff to collaborate with the City to develop an interlocal agreement defining the framework for the community redevelopment agency (Resolution No. 13-186), and on May 15, 2014, City Council approved the interlocal agreement (Resolution No. 2014-207) and the BCC followed suit on May 20, 2014; and

WHEREAS, at its June 3, 2014 meeting, the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the plan (Resolution No. 14-43); and

WHEREAS, the Community Redevelopment Agency of the City of St. Petersburg, Florida ("Agency") assisted in the creation of the South St. Petersburg Community Redevelopment Plan ("Plan"), a multifaceted revitalization effort that embraces both traditional "place-based" economic development strategies customary to redevelopment plans as well as "people-based" strategies that seek to improve the education, workforce readiness and workforce
WHEREAS, certain procedures to provide for the disposition of said property to specific purchasers under certain conditions and subject to specific terms ("Foreclosure Properties Disposition Policy"), was approved by the Agency and City Council on April 19, 2018; and

WHEREAS, the City acquired the following properties at foreclosure auction ("Foreclosure Properties"):  
- 1010 11th Avenue South  
- 2150 17th Avenue South  
- 670 26th Avenue South  
- 3143 Freemont Terrace South  
- 1155 15th Avenue South  
- 3516 3rd Avenue South  
- 1916 21st Street South  
- 1926 21st Street South

WHEREAS, the Foreclosure Properties Disposition Policy allows for the transfer of Foreclosure Properties as rapidly as feasible, as is in the public interest, while still being consistent with the South St. Petersburg Community Redevelopment Plan; and

WHEREAS, the long-term benefits to be achieved for the CRA outweigh any short-term losses or costs for the disposal of the Foreclosure Properties through the Foreclosure Properties Disposition Policy; and

WHEREAS, the uses related to the Foreclosure Properties provided in the Foreclosure Properties Disposition Policy are consistent with the Plan; and

WHEREAS, the conditions of sale, covenants and restrictions to be recorded, and obligations to be assumed by the purchaser and/or lessee will further the goals of the Plan; and

WHEREAS, the disposition of the Foreclosure Properties through the Foreclosure Properties Disposition Policy will aid in the elimination of and prevention of the recurrence of slum or blighted areas; and

WHEREAS, the Foreclosure Properties Disposition Policy created a sufficient process for considering all specific proposals for Foreclosure Property disposition and the entities or individuals making such proposals; and

WHEREAS, the disposition of the Foreclosure Properties listed above is consistent with the Plan objectives, as it enables the ongoing implementation of the Plan by increasing the supply of affordable housing within the CRA, which in turn benefits the residents of the CRA; and

WHEREAS, the disposition of the Foreclosure Properties listed above is consistent with the Act including, but not limited to Florida Statutes §163.370, §163.380, and §163.387,
including the notice provisions set forth therein, insofar as it is intended that this dispositions effectuated under this policy are authorized by the Act, will prevent the creation or spread of future slums or blighted areas, and will carry out the purposes of the Act; and.

WHEREAS, a public hearing, in compliance with relevant Florida Statutes, was held on April 19, 2018, at which time the Agency approved the disposition of the Foreclosure Properties listed above as being consistent with the Plan.

NOW THEREFORE, BE IT RESOLVED by The Community Redevelopment Agency of the City of St. Petersburg, Florida ("Agency"), that the CRA 1) finds that the Disposition of the Foreclosure Properties is consistent with the South St. Petersburg Community Redevelopment Plan and Florida Statutes; 2) finds that the disposition of the Foreclosure Properties at the amounts and terms set forth in the Foreclosure Properties Disposition Policy is at a value that is in the public interest; and 3) recommends approval of the disposition of the Foreclosure Properties to the City Council of the City of St. Petersburg, Florida; and

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

This Resolution becomes effective immediately upon its adoption.

LEGAL:

APPROVED BY:

City Attorney (Designee)

Robert Gerdes, Administrator
Neighborhood Affairs Administration
PROCEDURE FOR DISPOSITION OF FORECLOSURE PROPERTIES POLICY:

The disposition of properties acquired at foreclosure auction ("Foreclosure Properties") procedure is established to dispose of Foreclosure Properties in a timely manner and to assist in the reduction of blight. Each Foreclosure Property that is acquired by the City through the foreclosure process, and approved by Council for this program, will be offered for lease, with an option to purchase, to approved developers in order to facilitate renovation of existing structures or new residential construction in a timely manner. These structures will then be offered for sale to qualified buyers at an affordable price.

The intent of the procedure is to provide for an expeditious process to turnover Foreclosure Properties to new owners, who will assist in eliminating blight. This process will also streamline the City's disposition process, thereby reducing City liability and maintenance related to the property; place such property back onto the tax rolls of Pinellas County; and reduce City cost in processing the sale.

BACKGROUND

As one element of the City's plan to reduce blight, the City has been addressing several abandoned, vacant and blighted properties through the foreclosure process. City Council, through Resolution No. 2016-13, authorized the Mayor or his designee to credit bid up to the just market value at foreclosure auctions. As the City continued to identify properties that presented a strong possibility of community improvement, the price for some properties at foreclosure auction rose and the City was outbid at a foreclosure auction. As a result, City Council further approved Resolution 2017-512, which permitted administration to credit bid up to the final judgement amount. To date, the City has acquired eight (8) properties through this process.

The City's goal is always to transfer these properties back into productive use in such a manner as to improve the properties contribution to the revitalization of the surrounding neighborhood. The City also aims to address the growing concern that there are too few opportunities for members of the workforce to acquire affordable housing. The City is also keenly aware that for any program to be successful, it must be open and available to the community with which it aims to serve. Administration believes that the attached policy best achieves the desired goals while minimizing the likely concerns.
PROCEDURES

IDENTIFICATION OF PROPERTY

This procedure shall only apply to residential properties that are in the process of being acquired by the City through the foreclosure process, or have already been acquired by the City through the foreclosure process. For purposes of this procedure, the foreclosure process shall include any property that is acquired by the City, either at public auction or from an owner in response to the instigation or threat of foreclosure litigation. The properties to be included in this program shall be confirmed by City Council.

CRITERIA FOR DEVELOPERS

1. The City shall develop a List of Interested Developers ("LID") for this program.
   a. The City shall conduct public outreach to attract people/businesses/organizations to take part in this program.
2. In order to be added to the LID, a prospective developer shall be required to submit proof of the following minimum qualifications:
   a. Solvency
   b. Legally entitled to own/operate a business in Florida
   c. Financial ability to build homes
   d. Basic business acumen necessary to successfully manage home construction from start to finish, including but not limited to obtaining the proper permits, hiring appropriate professionals, and managing accompanying liability or willingness to partner with someone who has such acumen.
3. Compliance with these criteria and addition to the LID shall be determined by the Foreclosure Properties Committee ("FPC").
   a. The FPC shall consist of two administrative employees and a citizen selected by the Mayor or his designee.
   b. FPC meetings shall be conducted quarterly.
   c. All FPC meetings shall be noticed and open to the public.
4. The FPC may also from time to time request other information from an Interested Developer, including but not limited to, information related to the Relevant Criteria, as set forth below.
5. "Interested Developer" shall be defined as any prospective developer who is approved for addition to the LID, as well as any Qualified Homebuyers, as defined below, who express interest in Foreclosure Property and are able to adequately demonstrate to the City their ability to timely construct a compliant structure.

NOTIFICATION OF AVAILABLE PROPERTY

1. Once the City has acquired a property through the foreclosure process and City Council has confirmed its inclusion in this program, all Interested Developers on the LID shall be notified by email that a Foreclosure Property is available.
   a. This notification shall include the address and Parcel Identification Number of the Foreclosure Property.
   b. The notification shall also be posted on the City’s standard real estate disposition page and any other appropriate medium as determined by administration.
2. Administration shall also advertise the disposition of the Foreclosure Properties in compliance with Florida Statutes governing CRA property, if the property is located within a CRA.
SELECTION OF DEVELOPER

3. Any Interested Developer shall have 30 days to respond, in writing, to the notice to be considered for any individual Foreclosure Property.
   a. This “Response” shall affirmatively state the Interested Developer’s interest in acquiring the Foreclosure Property and shall include appropriate information on all Relevant Criteria. Failure to address any Relevant Criteria in the Response shall be interpreted, at the sole discretion of the FPC, as an indication that the Interested Developer does not meet the Relevant Criteria.

4. The FPC shall review each Response submitted for each Foreclosure Property to determine the order of preference among all Interested Developers.

5. The order of preference of Interested Developers shall be determined by a point system, with points assigned by the FPC, with input from City staff, according to the following “Relevant Criteria”:
   a. Does the Interested Developer have experience working in the neighborhood of the Foreclosure Property?
   b. Does the Interested Developer have adequate experience and expertise building houses or a verified partner with such experience and expertise?
   c. Can the Interested Developer begin work promptly upon acquiring leasehold?
   d. Will the Interested Developer contribute to the improvement of the surrounding area?
   e. Does the Interested Developer have the capacity to take on the Foreclosure Property without adversely impacting its work on any other Foreclosure Properties?
   f. Is this the first Foreclosure Property on which the Interested Developer would acquire leasehold?
   g. Is the Interested Developer a non-profit?
   h. Is the Interested Developer using local labor employees and contractors?
   i. Is the Interested Developer a Qualified Homebuyer who has adequately demonstrated their ability to construct a compliant structure?

6. The FPC shall, at its sole discretion, determine compliance with Relevant Criteria and assign points as it sees fit to determine an order of preference.
   a. The FPC may, but is not obligated to, contact any Interested Developer who sent a Response to ask further questions, or seek more information or assurances.
   b. The FPC shall resolve any ties and determine the final order of preference by considering any other relevant factors.

7. The FPC shall notify all Interested Developers who sent a Response of the final order of preference and all assigned points, including notifying the top preference and, if appropriate, the second preference.
   a. Notwithstanding the above, the FPC shall set a minimum number of points for Interested Developers to be considered to be offered a leasehold. This minimum may be amended by the FPC from time to time as appropriate based on experiences within the program.
   b. Additionally, the FPC may, but is not obligated to, request administration to engage with any Interested Developer to assist with their participation in the program.

8. Upon receiving notification from the City that an Interested Developer has preference, the Interested Developer shall respond within seven (7) days of their acceptance of the Foreclosure Property or the FPC, at their sole discretion, may remove the Interested Developer from consideration for the Foreclosure Property.

9. If there is no response from an Interested Developer on a specific property, the City may dispose of the property through the surplus property procedure at appraised value or higher or dispose of the property to a land trust at the same cost it would have been offered to an Interested Developer.
DISPOSITION PROCESS

1. Once an Interested Developer, who was given preference for a Foreclosure Property, accepts the property as outlined above ("Selected Developer") administration shall prepare a Lease with option to purchase ("Lease") which shall be executed by the Selected Developer within 30 days of receiving the Lease from the City.

2. The Lease shall include the following terms:
   a. The Lease shall be for a term of 99 years to allow the Selected Developer to obtain financing to build a house (or renovate an existing house) on the Foreclosure Property.
   b. The Lease shall include a nominal rent of $10 per month for the first 18 months, and beginning on the first day of the 19th month, monthly rent in the amount of $500 shall be due to the City.
   c. The Lease shall include strict restrictions on code compliance and compliance with all laws during the term.
   d. The Lease shall include an option to purchase that is contingent on the following:
      i. A home is constructed or rehabilitated in compliance with the requirements set forth in an exhibit and a certificate of occupancy has been issued.
      ii. The leasehold interest has been transferred at an affordable price to a qualified homebuyer whose income has been verified by the City to be at or below 120% AMI (as defined in City Code Chapter 17.5-97) ("Qualified Homebuyer").
   e. The Lease shall provide for closing as follows:
      i. The Selected Developer shall give to the Qualified Homebuyer all their interests under the Lease, except as may be set forth for payment.
      ii. The Qualified Homebuyer shall exercise the option to purchase the foreclosure property from the City and the City shall transfer to Qualified Homebuyer clear title.
      iii. Qualified Homebuyer and/or Selected Developer shall be responsible for all closing costs as set forth in the Lease.
      iv. From closing funds, City is paid $4,000, and the remainder of the funds are transferred to the Selected Developer. Each year, the FPC will review this amount in relation to costs for the City to acquire property and recommend any necessary changes to City Council.
      v. At closing, the City shall attach a restrictive covenant on the property limiting its resale to income eligible buyers for 5 years, or the current required number of years if homebuyer assistance is provided by the City, whichever is higher. If the property is in the CRA, then other restrictions imposed by law or outlined in the CRA plan may also be attached.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Accepting a bid from Kamminga & Roodvoets, Inc., in the amount of $2,588,761.55, for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements, (Engineering Project No. 16016-110, Oracle Project No. 15074).

Explanation: The Procurement Department received five bids for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Project. The bids were received on March 15, 2018, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kamminga &amp; Roodvoets, Inc. (Tampa, FL)</td>
<td>$2,588,761.55</td>
</tr>
<tr>
<td>Pepper Contracting Services, Inc. (Tampa, FL)</td>
<td>$3,020,601.00</td>
</tr>
<tr>
<td>Woodruff &amp; Sons, Inc. (Bradenton, FL)</td>
<td>$3,708,109.81</td>
</tr>
<tr>
<td>Gibbs &amp; Register, Inc. (Winter Garden, FL)</td>
<td>$3,739,380.80</td>
</tr>
<tr>
<td>Dallas 1 Ccrp (Thonotosassa, FL)</td>
<td>$3,967,380.80</td>
</tr>
</tbody>
</table>

The contractor will provide all labor, materials, and equipment necessary for the construction of the following approximate quantities: 208 linear feet of 18" RCP (reinforced concrete pipe); 370 linear feet of 24" RCP; 140 linear feet of 30" RCP; 392 linear feet of 66" RCP; 5 linear feet of 29"x45" ERCP (elliptical reinforced concrete pipe); 580 linear feet of 34"x53" ERCP; 1,180 linear feet of 5'x6' Box Culvert; 5 manholes; 8 manhole risers; 14 catch basins; 470 linear feet of 6" sanitary service lines replacement; 350 linear feet of 10" sanitary sewer replacement; 1,985 square yards of residential roadway restoration; 3,470 square yards of heavy duty roadway restoration; 944 square yards of milling and asphaltic concrete resurfacing; 45 linear feet of Type A curb; 2,200 linear feet of Type B curb; 350 linear feet of Type D curb; 460 square feet of 4" thick concrete sidewalk; 445 square yards of driveway restoration; 32,500 square feet of sodding; 95 square yards of alley apron restoration; maintenance of traffic; mobilization to job site; clearing and grubbing.

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

Kamminga & Roodvoets, Inc. (Tampa, FL) ....................... $2,588,761.55

Kamminga & Roodvoets, Inc. the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6805, dated January 31, 2018. They have satisfactorily performed similar work for the City of St. Petersburg and Hillsborough County. Kamminga & Roodvoets, Inc. is currently under contract with the City of St. Petersburg for the 14th Avenue North, from 4th Street to Crescent Lake, Storm Drainage Improvements, in the amount of $1,455,522.00; and the Oak Street Drainage Improvements, in the amount of $1,276,186.00. Kamminga & Roodvoets, Inc., has met the City ordinance requirements for SBE participation, 10 percent labor hours performed by both apprentice and disadvantaged workers and will comply with the City’s Living Wage ordinance.

Principals of the firm are Kurt Poll, president; Marcus Tidey, Jr., vice president; David Shane, vice president; and Joanne Perschbacher, secretary.

The contractor will begin work approximately ten (10) days from written notice to proceed and is scheduled to complete the work within two hundred forty (240) consecutive calendar days thereafter.

A cooperative funding agreement with the Southwest Florida Water Management District provides for reimbursement of 50% of the eligible drainage system design and construction cost, omitting the sanitary sewer replacement costs for 46th Street South.

Continued on Page 2
Cost/Funding/Assessment Information: Funds have been previously appropriated in the Citywide Infrastructure CIP Fund (3027) and the Stormwater Drainage Capital Projects Fund (4013), 8th Ave S at 44th St South Project (15074).

Attachments: Map  Resolution

Approvals: 

[Signatures]

[Administrative]

[Budget]
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO KAMMINGA & ROODVOETS, INC. FOR THE 8TH AVENUE SOUTH, 44TH STREET SOUTH AND VICINITY STORM DRAINAGE IMPROVEMENTS PROJECT FOR A TOTAL AMOUNT NOT TO EXCEED $2,588,761.55; 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 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements Project pursuant to Bid No. 6805, dated January 31, 2018; and

WHEREAS, Kamminga & Roodvoets, Inc. has met the specifications, terms and conditions of Bid No. 6805; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering & 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 hereby accepted and the award of an agreement to Kamminga & Roodvoets, Inc. for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements Project for a total amount not to exceed $2,588,761.55 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)
00369670
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with G.A. Food Services of Pinellas County, Inc. for the summer food service program, at an estimated annual cost of $445,517, for a total contract amount of $1,582,132.

Explanation: On May 21, 2015, City Council approved a one-year blanket purchase agreement for the summer food service program with G.A. Food Services of Pinellas County, Inc. The agreement has four, one-year renewal options. This is the third renewal.

The supplier provides breakfast and/or lunch meals for children 18 and under at 17 Leisure Services locations, five days per week, from May 29, 2018, through August 10, 2018. The program is funded by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management, through a grant from the U.S. Department of Agriculture. For 2018, the Florida Department of Agriculture and Consumer Services has approved a maximum 2.5 percent CPI increase, resulting in the prices noted below from G.A. Food Services.

The Procurement Department, in cooperation with the Parks and Recreation Department, recommends for renewal:

<table>
<thead>
<tr>
<th>G.A. Food Services of Pinellas County, Inc.</th>
<th>$445,517</th>
</tr>
</thead>
<tbody>
<tr>
<td>108,493 Lunches @ $3.17</td>
<td>$343,923</td>
</tr>
<tr>
<td>67,281 Breakfasts @ $1.51</td>
<td>101,594</td>
</tr>
</tbody>
</table>

The vendor agrees to uphold the terms and conditions of RFQ 5753, dated April 27, 2015. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through May 31, 2019.

Cost/Funding/Assessment Information: Funds will be appropriated in the General Fund (0001), Parks and Recreation Administration (1901573), on receipt of a grant from the U.S. Department of Agriculture, provided by the Florida Department of Agriculture and Consumer Services, Division of Food, Nutrition and Wellness.

Attachments: Price History
Schedule A - Site List FY18 (3 Pages)
Breakfast Menu (2 Pages)
Lunch Menu (2 Pages)
Resolution

Approvals:

By Administrative

By Budget
## Price History
### 952-83 Summer Food Service Program

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Breakfast</td>
<td>$1.31</td>
<td>$1.34</td>
<td>$1.37</td>
<td>$1.45</td>
<td>$1.48</td>
<td>$1.51</td>
<td>2.0%</td>
</tr>
<tr>
<td>2</td>
<td>Lunch</td>
<td>$2.76</td>
<td>$2.82</td>
<td>$2.90</td>
<td>$3.03</td>
<td>$3.10</td>
<td>$3.17</td>
<td>2.3%</td>
</tr>
</tbody>
</table>
## Schedule A
### Site Information List
#### Summer 2018 Food Program

<table>
<thead>
<tr>
<th>Site Information</th>
<th>Begin Date</th>
<th>End Date</th>
<th>Days Oper.</th>
<th>Meal Type</th>
<th>Average Meals/Cay</th>
<th>Maximum Meals/Day</th>
<th>Total Meals</th>
<th>Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 - Campbell Park</strong>&lt;br&gt; 601 4th Street South&lt;br&gt; St. Petersburg, FL 33705&lt;br&gt; Contact: Verline Moore</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>53</td>
<td>Breakfast</td>
<td>85</td>
<td>300</td>
<td>4,505</td>
<td>08:30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>112</td>
<td>350</td>
<td>5,936</td>
<td>12:00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>Supper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Plan for Excess Meals: Serve Following Day</strong>&lt;br&gt; Storage Facilities: Leftover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2 - Childs Park Recreation Center,</strong>&lt;br&gt; 4301 13th Avenue South&lt;br&gt; St. Petersburg, FL 33711&lt;br&gt; Contact: Yolanda Anderson</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>53</td>
<td>Breakfast</td>
<td>89</td>
<td>275</td>
<td>4,717</td>
<td>08:00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>122</td>
<td>300</td>
<td>6,466</td>
<td>12:00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>Supper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Plan for Excess Meals: Serve Following Day</strong>&lt;br&gt; Storage Facilities: Leftover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3 - Frank Pierce Recreation Center,</strong>&lt;br&gt; 2000 7th Street South&lt;br&gt; St. Petersburg, FL 33705&lt;br&gt; Contact: Jennifer Ross</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>53</td>
<td>Breakfast</td>
<td>86</td>
<td>275</td>
<td>4,558</td>
<td>08:15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>115</td>
<td>300</td>
<td>6,085</td>
<td>12:00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>Supper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Plan for Excess Meals: Serve Following Day</strong>&lt;br&gt; Storage Facilities: Leftover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4 - Gladden Park Recreation Center,</strong>&lt;br&gt; 3901 30th Avenue North&lt;br&gt; St. Petersburg, FL 33713&lt;br&gt; Contact: Chris Lampley</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>53</td>
<td>Breakfast</td>
<td>104</td>
<td>300</td>
<td>5,512</td>
<td>08:00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>163</td>
<td>375</td>
<td>8,639</td>
<td>11:45</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>Supper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Plan for Excess Meals: Serve Following Day</strong>&lt;br&gt; Storage Facilities: Leftover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5 - Lake Vista Recreation Center</strong>&lt;br&gt; 1401 62nd Avenue South&lt;br&gt; St. Petersburg, FL 33701&lt;br&gt; Contact: Marci Reedy</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>53</td>
<td>Breakfast</td>
<td>105</td>
<td>275</td>
<td>5,565</td>
<td>08:00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>176</td>
<td>375</td>
<td>9,328</td>
<td>11:30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>Supper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Center Name</td>
<td>Address</td>
<td>Contact</td>
<td>Breakfast</td>
<td>A.M. Suppl.</td>
<td>Lunch</td>
<td>A.M. Suppl.</td>
<td>Lunch</td>
<td>P.M. Suppl.</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------------------------------------------</td>
<td>-----------------</td>
<td>-----------</td>
<td>-------------</td>
<td>-------</td>
<td>-------------</td>
<td>-------</td>
<td>-------------</td>
</tr>
<tr>
<td>6 - J.W. Cate Recreation Center</td>
<td>5801 22nd Avenue North, St. Petersburg, FL 33710</td>
<td>Bob Valenti</td>
<td>190</td>
<td></td>
<td>325</td>
<td></td>
<td></td>
<td>10,070</td>
</tr>
<tr>
<td>7 - Redbird at Azalea Elementary</td>
<td>1680 74th Street North, St. Petersburg, FL 33710</td>
<td>Barbie Van Camp</td>
<td>27</td>
<td></td>
<td>60</td>
<td></td>
<td></td>
<td>1,296</td>
</tr>
<tr>
<td>8 - Roberts Recreation Center</td>
<td>1246 50th Avenue North, St. Petersburg, FL 33703</td>
<td>Rob Lovelace</td>
<td>135</td>
<td></td>
<td>250</td>
<td></td>
<td></td>
<td>7,155</td>
</tr>
<tr>
<td>9 - Shore Acres Recreation Center</td>
<td>4230 Shore Acres Blvd., St. Petersburg, FL 33703</td>
<td>Brian Simonson</td>
<td>25</td>
<td></td>
<td>100</td>
<td></td>
<td></td>
<td>1,325</td>
</tr>
<tr>
<td>10 - Walter Fuller Recreation Center</td>
<td>7891 28th Avenue North, St. Petersburg, FL 33710</td>
<td>Tim Bokkin</td>
<td>134</td>
<td></td>
<td>250</td>
<td></td>
<td></td>
<td>7,102</td>
</tr>
<tr>
<td>11 - Thomas Jackson Rec. Center</td>
<td>1001 28th Street South, St. Petersburg, FL 33712</td>
<td>Billy Hazellief</td>
<td>152</td>
<td></td>
<td>325</td>
<td></td>
<td></td>
<td>8,056</td>
</tr>
<tr>
<td>Location</td>
<td>Date</td>
<td>Program Days</td>
<td>Meal Type</td>
<td>Average Daily Service</td>
<td>Est. Total Meals to be Served</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------</td>
<td>--------------</td>
<td>-----------------</td>
<td>------------------------</td>
<td>-------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 - Willis S. Johns Center</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>Breakfast</td>
<td>127</td>
<td>67,281</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td>225</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>6,731</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Supper</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Storage Facilities: Leftover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 - TAGCO Office</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>Breakfast</td>
<td>13</td>
<td>66,350</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>689</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Supper</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Storage Facilities: Leftover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 - Boyd Hill Nature Preserve</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>Breakfast</td>
<td>NA</td>
<td>13,266</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Supper</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Storage Facilities: Leftover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 - Main Library</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>Breakfast</td>
<td>NA</td>
<td>15,205</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Supper</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Storage Facilities: Leftover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 - Dell Holmes Park</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>Breakfast</td>
<td>NA</td>
<td>17,112</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Supper</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Storage Facilities: Leftover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 - Johnson Branch Library</td>
<td>5/29/18</td>
<td>8/10/18</td>
<td>Breakfast</td>
<td>NA</td>
<td>19,051</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>A.M. Suppl.</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lunch</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P.M. Suppl.</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Supper</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Storage Facilities: Leftover</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Summary

<table>
<thead>
<tr>
<th>Meal Type</th>
<th>Average Daily Service</th>
<th>Est. Total Meals to be Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>1,272</td>
<td>67,281</td>
</tr>
<tr>
<td>A.M. Suppl.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lunch</td>
<td>2,051</td>
<td>108,493</td>
</tr>
<tr>
<td>P.M. Suppl.</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supper</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

---

**Note:** The table above summarizes the daily and total meal counts for each location, including breakfast, A.M. supplement, lunch, P.M. supplement, and supper, along with the storage facilities for each day.
### SFSP 2018 Breakfast: Minimum Meal Pattern


<table>
<thead>
<tr>
<th>Component</th>
<th>Day 1</th>
<th>Day 2</th>
<th>Day 3</th>
<th>Day 4</th>
<th>Day 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
</tr>
<tr>
<td>Portion Size</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
</tr>
<tr>
<td>F/V</td>
<td>STRAWBERRY KIWI JUICE 100%</td>
<td>APPLE JUICE 100%</td>
<td>ORANGE JUICE 100%</td>
<td>GRAPE JUICE 100%</td>
<td>BLUE RASPBERRY JUICE 100%</td>
</tr>
<tr>
<td>Portion Size</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
</tr>
<tr>
<td>G/B</td>
<td>ENRICHED COLD CEREAL (Honey Nut Cheerios)</td>
<td>STRAWBERRY FROSTED POPTART</td>
<td>PLAIN BAGEL</td>
<td>ENRICHED COLD CEREAL (Apple Jacks)</td>
<td>ENRICHED COLD CEREAL (Cinnamon Toast Crunch)</td>
</tr>
<tr>
<td>Portion Size</td>
<td>1 oz.</td>
<td>3.67 oz.</td>
<td>1 oz.</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>M/MA (Optional)</td>
<td>CREAM CHEESE PACKET</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portion Size</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Optional)</td>
<td>APPLE</td>
<td>SEEDLESS GRAPES</td>
<td>FRESH STRAWBERRIES</td>
<td>BREAKFAST BAR (Cinnamon Toast Crunch Milk-n Cereal Bar)</td>
<td>FRESH SLICED ORANGE</td>
</tr>
<tr>
<td>Portion Size</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
<td>1.4 oz.</td>
<td>½ cup</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component</th>
<th>Day 6</th>
<th>Day 7</th>
<th>Day 8</th>
<th>Day 9</th>
<th>Day 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
</tr>
<tr>
<td>Portion Size</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
</tr>
<tr>
<td>F/V</td>
<td>GREEN APPLE JUICE 100%</td>
<td>ORANGE JUICE 100%</td>
<td>BLUE RASPBERRY 100%</td>
<td>APPLE JUICE 100%</td>
<td>PEACH JUICE 100%</td>
</tr>
<tr>
<td>Portion Size</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
</tr>
<tr>
<td>G/B</td>
<td>ENRICHED COLD CEREAL (Cocoa Krispies)</td>
<td>FROSTED BLUEBERRY POPTART</td>
<td>ENRICHED COLD CEREAL (Frosted Flakes)</td>
<td>Blueberry Muffin</td>
<td>ENRICHED COLD CEREAL (Fruit Loops)</td>
</tr>
<tr>
<td>Portion Size</td>
<td>1 oz.</td>
<td>3.67 oz.</td>
<td>1 oz.</td>
<td>1.8 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td>M/MA (Optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portion Size</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Optional)</td>
<td>TRIX CEREAL BAR</td>
<td>FRESH RANANA</td>
<td>FRESH APPLE</td>
<td>FRUITY CHEERIOS BAR</td>
<td>FRESH SLICED WATERMELON</td>
</tr>
<tr>
<td>Portion Size</td>
<td>1.42 oz.</td>
<td>½ cup</td>
<td>½ cup</td>
<td>1.4 oz.</td>
<td>½ cup</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component</th>
<th>Day 11</th>
<th>Day 12</th>
<th>Day 13</th>
<th>Day 14</th>
<th>Day 15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milk</strong></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
<td>1% WHITE MILK</td>
</tr>
<tr>
<td>Portion Size</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
</tr>
<tr>
<td><strong>F/V</strong></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>STRAWBERRY KIWI JUICE 100%</td>
<td>BLUE RASPBERRY JUICE 100%</td>
<td>ORANGE JUICE 100%</td>
<td>GREEN APPLE JUICE 100%</td>
<td>GRAPE JUICE 100%</td>
</tr>
<tr>
<td>Portion Size</td>
<td>4oz.</td>
<td>4oz.</td>
<td>4oz.</td>
<td>4oz.</td>
<td>4oz.</td>
</tr>
<tr>
<td><strong>G/B</strong></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PLAIN BAGEL</td>
<td>ENRICHED COLD CEREAL (Trix)</td>
<td>STRAWBERRY FROSTED POPTART</td>
<td>ENRICHED COLD CEREAL (Frosted Flakes)</td>
<td>ENRICHED COLD CEREAL (Cinnamon Toast Crunch)</td>
</tr>
<tr>
<td>Portion Size</td>
<td>1 oz.</td>
<td>1 oz.</td>
<td>3.67 oz.</td>
<td>1 oz.</td>
<td>1 oz.</td>
</tr>
<tr>
<td><strong>M/MA (Optional)</strong></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CREAM CHEESE PACKET</td>
<td></td>
<td>STRAWBERRY YOGURT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portion Size</td>
<td>1 oz.</td>
<td></td>
<td>4 oz.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (Optional)</strong></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FRESH SLICED ORANGE</td>
<td>FRESH STRAWBERRIES</td>
<td>FRESH BANANA</td>
<td>FRUITY CHEERIOS BAR</td>
<td></td>
</tr>
<tr>
<td>Portion Size</td>
<td>½ cup</td>
<td>½ cup</td>
<td>½ cup</td>
<td>1.4 oz</td>
<td></td>
</tr>
</tbody>
</table>
### SFSP 2018 Lunch: Minimum Meal Pattern

- **Day 1:**
  - **Milk:** 1% Milk (75% Choc/25% Wh) 8 oz.
  - **M/MA:** 2 Slices of Pizza (2 M/MA) 8 oz.
  - **1st F/V:** Apple Juice 100% Juice 4 oz.
  - **G/B:** Crust 4 oz.
  - **Other (Optional):** BBQ Sauce & Ketchup 1 packet each

- **Day 2:**
  - **Milk:** 1% Milk (75% Choc/25% Wh) 8 oz.
  - **M/MA:** Hot Chicken Breast Sandwich 8 oz.
  - **1st F/V:** Grape Juice 100% Juice 4 oz.
  - **G/B:** White Roll 4 oz.
  - **Other (Optional):** Mustard & Mayonnaise 1 packet each

- **Day 3:**
  - **Milk:** 1% Milk (75% Choc/25% Wh) 8 oz.
  - **M/MA:** All American Turkey, Ham, Bologna (Turkey) 2 oz.
  - **1st F/V:** Blue Raspberry Juice 100% Juice 4 oz.
  - **G/B:** Split Top Bun 2 oz.
  - **Other (Optional):** Mustard & Mayonnaise 1 packet each

- **Day 4:**
  - **Milk:** 1% Milk (75% Choc/25% Wh) 8 oz.
  - **M/MA:** Turkey, Ham, Bologna (Turkey) 2 oz.
  - **1st F/V:** Grape Juice 100% Juice 4 oz.
  - **G/B:** Regular White Bread 2 oz.
  - **Other (Optional):** Mustard & Mayonnaise 1 packet each

- **Day 5:**
  - **Milk:** 1% Milk (75% Choc/25% Wh) 8 oz.
  - **M/MA:** Ham with Provolone Cheese 8 oz.
  - **1st F/V:** Orange Juice 100% Juice 4 oz.
  - **G/B:** Pretzel Bun 2 oz.
  - **Other (Optional):** Mustard & Mayonnaise 1 packet each

### Component Day 1  Day 2  Day 3  Day 4  Day 5

<table>
<thead>
<tr>
<th>Component</th>
<th>Day 1</th>
<th>Day 2</th>
<th>Day 3</th>
<th>Day 4</th>
<th>Day 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk</td>
<td>Item</td>
<td>1% Milk (75% Choc/25% Wh) 8 oz.</td>
<td>1% Milk (75% Choc/25% Wh) 8 oz.</td>
<td>1% Milk (75% Choc/25% Wh) 8 oz.</td>
<td>1% Milk (75% Choc/25% Wh) 8 oz.</td>
</tr>
<tr>
<td></td>
<td>Portion Size</td>
<td>2 Slices of Pizza—See specs. (2 M/MA) 8 oz.</td>
<td>2 oz. (Cooked) 2 oz.</td>
<td>2 oz. (Cooked) 2 oz.</td>
<td>2 oz. (Cooked) 2 oz.</td>
</tr>
<tr>
<td>M/MA</td>
<td>Item</td>
<td>Pizza (pizzato be delivered hot) (PF)</td>
<td>Hot Chicken Breast Sandwich 8 oz.</td>
<td>All American Sand.: Turkey, Turkey Ham, Bologna (Turkey) 8 oz.</td>
<td>Turkey &amp; Cheese Sandwich Roast Turkey Breast/Provolone 8 oz.</td>
</tr>
<tr>
<td></td>
<td>Portion Size</td>
<td>2 Slices of Pizza—See specs. (2 M/MA) 8 oz.</td>
<td>2 oz. (Cooked) 2 oz.</td>
<td>2 oz. (Cooked) 2 oz.</td>
<td>2 oz. (Cooked) 2 oz.</td>
</tr>
<tr>
<td>1st F/V</td>
<td>Item</td>
<td>Pineapple Juice 100% Juice 4 oz.</td>
<td>Blue Raspberry Juice 100% Juice 4 oz.</td>
<td>Grape Juice 100% Juice 4 oz.</td>
<td>Orange Juice 100% Juice 4 oz.</td>
</tr>
<tr>
<td></td>
<td>Portion Size</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
</tr>
<tr>
<td>2nd F/V</td>
<td>Item</td>
<td>Fresh Apple 1/2 cup</td>
<td>Seedless Grapes 1/2 cup</td>
<td>Sliced Orange 2 oz.</td>
<td>Sliced Fresh Watermelon 1/2 cup</td>
</tr>
<tr>
<td></td>
<td>Portion Size</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>2 oz.</td>
<td>1/2 cup</td>
</tr>
<tr>
<td></td>
<td>Portion Size</td>
<td>2 oz.</td>
<td>2 oz.</td>
<td>2 oz.</td>
<td>2 oz.</td>
</tr>
<tr>
<td>Other (Optional)</td>
<td>Item</td>
<td>BBQ Sauce &amp; Mayonnaise 1 oz.</td>
<td>Mustard &amp; Mayonnaise 1 oz.</td>
<td>Mustard &amp; Mayonnaise 1 oz.</td>
<td>Mustard &amp; Mayonnaise 1 oz.</td>
</tr>
<tr>
<td></td>
<td>Portion Size</td>
<td>1 packet each</td>
<td>1 packet each</td>
<td>1 packet each</td>
<td>1 packet each</td>
</tr>
</tbody>
</table>
SFSP 2018 Lunch: Minimum Meal Pattern - 8 oz. Fluid Milk, ¾ c. Total Serving Fruit/Juice/Vegetable (from 2 items) (juice cannot be counted as more than ½ of the F/V requirement), 1 serving Grain/Bread, and 2 oz. (or equivalent) Meat/Meat Alternate

<table>
<thead>
<tr>
<th>Component</th>
<th>Day 11</th>
<th>Day 12</th>
<th>Day 13</th>
<th>Day 14</th>
<th>Day 15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milk</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>1% Milk (75% Choc/25% Wh)</td>
<td>1% Milk (75% Choc/25% Wh)</td>
<td>1% Milk (75% Choc/25% Wh)</td>
<td>1% Milk (75% Choc/25% Wh)</td>
<td>1% Milk (75% Choc/25% Wh)</td>
</tr>
<tr>
<td>Portion Size</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
<td>8 oz.</td>
</tr>
<tr>
<td><strong>M/M/A</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Pizza (pizza to be delivered hot) (PF)</td>
<td>Hot Hamburger American Cheese</td>
<td>Italian Sub Salami, Turkey, Ham Swiss Cheese</td>
<td>Turkey &amp; Cheese Sandwich Roast Turkey Breast/Provolone</td>
<td>Hoagie/Cub Ham/Turkey String Cheese</td>
</tr>
<tr>
<td><strong>1st F/V</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Blue Raspberry 100%</td>
<td>Grape Juice 100%</td>
<td>Green Apple Juice 100%</td>
<td>Strawberry Kiwi Juice 100%</td>
<td>Apple Juice 100%</td>
</tr>
<tr>
<td>Portion Size</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
<td>4 oz.</td>
</tr>
<tr>
<td><strong>2nd F/V</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Fresh Apple</td>
<td>Fresh Pineapple</td>
<td>Fresh Strawberries</td>
<td>Seedless Grapes</td>
<td>Sliced Fresh Watermelon</td>
</tr>
<tr>
<td>Portion Size</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
<td>1/2 cup</td>
</tr>
<tr>
<td><strong>G/B</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Crust</td>
<td>Hamburger Bun</td>
<td>Sub Roll</td>
<td>Regular White Bread Slices</td>
<td>Hoagie Roll</td>
</tr>
<tr>
<td>Portion Size</td>
<td>2 slices (4 G/B)</td>
<td>1 Bun (2 oz.)</td>
<td>Sub Roll (1.8 oz.)</td>
<td>2 slices (2 oz.)</td>
<td>1 Roll (2 oz.)</td>
</tr>
<tr>
<td><strong>Other (Optional)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Ketchup &amp; Mustard</td>
<td>Mustard &amp; Mayonnaise</td>
<td>Mustard &amp; Mayonnaise</td>
<td>Mustard &amp; Mayonnaise</td>
<td>Mustard &amp; Mayonnaise</td>
</tr>
<tr>
<td>Portion Size</td>
<td>1 packet each</td>
<td>1 packet each</td>
<td>1 packet each</td>
<td>1 packet each</td>
<td>1 packet each</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE THIRD RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH G.A. FOOD SERVICES OF PINELLAS COUNTY, INC. FOR THE SUMMER FOOD SERVICE PROGRAM FOR THE PARKS AND RECREATION DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $445,517 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL FOR A TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $1,582,132; AUTHORIZING THE MAYOR OR MAYOR’S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2015 City Council approved the award of a one-year agreement with four one-year renewal options to (“Agreement”) G.A. Food Services of Pinellas County, Inc. for the Summer Food Service Program for the Parks and Recreation Department; and

WHEREAS, on June 2, 2016, City Council approved the first renewal option; and

WHEREAS, on May 18, 2017, City Council approved the second renewal option; and

WHEREAS, the City desires to exercise the third renewal option; and

WHEREAS, G.A. Food Services has agreed to hold prices firm under the terms and conditions of the Agreement; and

WHEREAS, upon receipt of a grant from the U.S. Department of Agriculture, the funds for this third renewal option will be appropriated in the General Fund (0001), Parks and Recreation Administration (1901573); and

WHEREAS, the Procurement Department in cooperation with the Parks and Recreation Department recommends approval of this renewal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the third renewal option to the blanket purchase agreement with G.A. Food Services of Pinellas County, Inc. for the summer food service program for the Parks and Recreation Department at an estimated annual cost not to exceed $445,517 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $1,582,132.

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

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee)
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Awarding three-year contract purchase agreements to Playmore West, Inc., Playworx Playsets, LLC, Miller Recreation Equipment and Design, Inc. and Rep Services, Inc. for play structures and safety surfacing for the Parks and Recreation Department at an annual cost not to exceed $600,000.

Explanation: The Purchasing Department received four bids for play structures and safety surfacing. Bidders were asked to provide fixed percentage discounts from manufacturer's current price list on the purchase of pre-designed playground units in the manufacturer's current catalog. The vendors will furnish and install large community sized play structures and smaller neighborhood sized play structures. Locations will be determined as existing play structures reach the end of their service life during the agreement and require replacement. The play structures include decks, slides, ramps, ladders, bridges, climbing poles, tunnel slides, a swing set and safety surfacing. The vendors will also provide replacement components for repair of existing play equipment.

The Procurement Department, in cooperation with the Parks and Recreation Department, recommends for award:

Play Structures and Safety Surfacing.................$1,800,000
(three years @ $600,000 per year)

Playmore West, Inc.
Playworx Playsets, LLC
Miller Recreation Equipment and Design, Inc.
Rep Services, Inc.

These vendors have met the specifications, terms and conditions of IFB No. 6818: dated March 15, 2018. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of $600,000 annually. Contract purchase agreements will be issued and will be binding only for actual play structures purchased. The agreement will be effective from the date of award through April 30, 2021.

Cost Funding/Assessment Information: Funds have been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029), Play Equipment Replacement FY18 Project (16218).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signatures]
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Group 1 - Discount Schedule for Play Structures and Parts</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 1 | Manufacturer: Gametime  
Discount from Catalog or "Call for" Price: |
| 2 | Manufacturer: Playpower LT  
Discount from Catalog or "Call for" Price: |
| 3 | Manufacturer: Miracle Recreation  
Discount from Catalog or "Call for" Price: |
| 4 | Manufacturer: Landscape Structures  
Discount from Catalog or "Call for" Price: |
| 5 | Manufacturer: WOW Playgrounds  
Discount from Catalog or "Call for" Price: |
| 6 | Manufacturer: Playworld Systems  
Discount from Catalog or "Call for" Price: |
| **Group 2 - Discount Schedule for Play Surfaces** |
| 7 | Manufacturer:  
Discount from Catalog or "Call for" Price: |

**Discount Schedule for Play Structures and Parts**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Discount Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gametime</td>
<td>6% $5,000-$9,999; 12% $10,000-$14,999; 15% $15,000-$17,999; 18% $18,000-$24,999; 20% $25,000-above; Playground Installation 25%</td>
</tr>
<tr>
<td>Playpower LT</td>
<td>10% Install 30% of 1st after disc.</td>
</tr>
<tr>
<td>Miracle Recreation</td>
<td>10%</td>
</tr>
<tr>
<td>Landscape Structures</td>
<td></td>
</tr>
<tr>
<td>WOW Playgrounds</td>
<td></td>
</tr>
<tr>
<td>Playworld Systems</td>
<td></td>
</tr>
</tbody>
</table>

**Discount Schedule for Play Surfaces**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Discount Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Playworld West</td>
<td>35%</td>
</tr>
<tr>
<td>Playpower LT Farmington, Inc.</td>
<td>35%</td>
</tr>
<tr>
<td>Rep Services, Inc.</td>
<td>35%</td>
</tr>
<tr>
<td>Miller Recreation Equipment Company</td>
<td>35%</td>
</tr>
<tr>
<td>Playmore West</td>
<td>35%</td>
</tr>
<tr>
<td>Playpower Products, LLC</td>
<td>35%</td>
</tr>
<tr>
<td>Kep Services, Inc.</td>
<td>35%</td>
</tr>
<tr>
<td>Forever Lawn</td>
<td>20% Synthetic Turf; 20% PIP Rubber Surface</td>
</tr>
</tbody>
</table>

**Terms**

- Net 30
- Delivery: 30 Days
- Delivery: 90 Days
- Delivery: 60 Days
- Delivery: 45 Days

**Notes**

- Award pending
A RESOLUTION APPROVING THE AWARD OF THREE-YEAR CONTRACT PURCHASE AGREEMENTS WITH PLAYMORE WEST, INC., PLAYWORX PLAYSETS, LLC, MILLER RECREATION EQUIPMENT AND DESIGN, INC., AND REP SERVICES, INC. FOR PLAY STRUCTURES AND SAFETY SURFACING FOR THE PARKS AND RECREATION DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $600,000; PROVIDING THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $1,800,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to enter into an agreement for play structures and safety surfacing replacing existing play structures that have reached their end of service life for Parks and Recreation Department; and

WHEREAS, the Purchasing Department received four (4) bids for play structures and safety surfacing; and

WHEREAS, these vendors have met the specifications, terms and conditions of IFB No. 6618, dated March 15, 2018; and

WHEREAS, these agreements will be effective through March 15, 2021; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Parks and Recreation Department, recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the three-year Contract Purchase Agreements with Playmore West, Inc., Playworx Playsets, LLC, Miller Recreation Equipment and Design, Inc., and Rep Services, Inc. for play structures and safety surfacing for the Parks and Recreation Department at an estimated annual cost of $600,000; providing the total contract amount shall not exceed $1,800,000;

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 content:

City Attorney (Designee)
00369963
SAINT PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 19, 2018

TO: City Council Chair & Members of City Council

SUBJECT: Authorizing the Mayor or his designee to accept a grant from the State of Florida Department of Agriculture and Consumer Services ("Department") in the amount not to exceed $533,765 for the City’s summer food program and to execute a grant agreement and all other documents necessary to effectuate this transaction with the Department; approving a supplemental appropriation in the amount of $533,765 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department; and providing an effective date.

EXPLANATION:
The State of Florida Department of Agriculture and Consumer Services, Division of Food, Nutrition and Wellness will award the City of St. Petersburg funding to provide breakfast and lunch for any child age 18 or under at 17 recreation sites during the summer - five days a week from May 29 until August 10. This program is funded by the US Department of Agriculture through the state and is accessible by anyone age 18 or under. A child need not be registered in a City program. The times that the meals are available are posted at each site and any child can receive breakfast and/or lunch. The grant pays for the meals and provides for an administrative cost to run the program. The payments under the grant are made on a reimbursement basis based on how many meals are provided.

RECOMMENDATION:
The Administration recommends that the City Council adopt the attached resolution authorizing the Mayor or his designee to accept a grant from the State of Florida Department of Agriculture and Consumer Services ("Department") in the amount not to exceed $533,765 for the City’s summer food program and to execute a grant agreement and all other documents necessary to effectuate this transaction with the Department; approving a supplemental appropriation in the amount of $533,765 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:
Revenues of approximately $533,765 will be received from the State of Florida Department of Agriculture. A supplemental appropriation in the amount of $533,765 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department, Parks & Recreation Administration (190-1573) is required.

ATTACHMENTS: Resolution

APPROVALS:
Administration: [Signature] Budget: [Signature]
RESOLUTION NO. 2018- ___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DEPARTMENT") IN THE AMOUNT NOT TO EXCEED $533,765 FOR THE CITY'S SUMMER FOOD PROGRAM AND TO EXECUTE A GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION WITH THE DEPARTMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $533,765 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PARKS & RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of St. Petersburg’s youth are an important and valuable resource; and

WHEREAS, the City of St. Petersburg Parks & Recreation Department applied for and was awarded a grant from the State of Florida Department of Agriculture and Consumer Services in the amount not to exceed $533,765 to provide funding for the City’s Summer Food Program, which provides breakfast and lunch for any child age 18 or under.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant from the State of Florida Department of Agriculture and Consumer Services ("Department") in an amount not to exceed $533,765 for the City’s Summer Food Program and to execute a grant agreement and all other documents necessary to effectuate this transaction with the Department.

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, the following supplemental appropriation for fiscal year 2018:

<table>
<thead>
<tr>
<th>General Fund (0001)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks &amp; Recreation Department, Parks &amp; Recreation Administration (190-1573)</td>
</tr>
</tbody>
</table>

This resolution shall become effective immediately upon its adoption.

Approvals:
Legal: ____________________ Administration: ____________________
Budget: ____________________

[Signatures]
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the donation of a rescue vehicle valued at $7,000 to the Bradenton Police Department.

Explanation: It is recommended that a 2012 Freightliner Type 9 Wheeled Coach Ambulance (F464) be donated to the Bradenton Police Department for use in their hostage negotiations division. Rescue vehicle F464 is currently unusable to St. Petersburg Fire Rescue (SPFR) in its current state, due to its age and condition.

The vehicle was acquired on August 22, 2011, at a cost of $159,980, and has fully served its five-year service life as a frontline rescue vehicle and has served an additional one and a half years in a reserve capacity. The vehicle has an odometer reading of 98,175 at its latest reading, is in fair condition and has exceeded its useful service life.

SPFR will transfer the title of the vehicle and all liability and maintenance responsibility to the Bradenton Police Department.

Cost/Funding/Assessment Information: Donation of the rescue vehicle (VIN: 1FVACWDU5CDBE5269, asset # 4077247, F464) would have no cost impact to the City as the net book value is $7,000.

Attachments: Letter
   Resolution

Approvals:

Date: 4/2/18

Administrative

Budget
March 5, 2018

Chief James D. Large
St. Petersburg Fire Department
400 Dr. Martin Luther King Jr. Street South
St. Petersburg, FL 33701

RE: Formal Request of Vehicle

Dear Chief Large,

It has come to our attention that the St. Petersburg Fire Department is in the process of outfitting its stations with new equipment, and older vehicles may be available to outside agencies for use.

The Bradenton Police Department is looking to improve its ability to serve the people of our community. Our Hostage Negotiation Team, SWAT Team, and Incident Command Group all currently function out of one utility vehicle, a 1998 Winnebago 30WS with over 200,000 miles on it. The vehicle is antiquated and necessitates a great deal of maintenance throughout the year. A newer, more reliable vehicle would be of great benefit to all three teams.

Additionally, our Special Response Team is in need of a vehicle that would be dedicated to the storage and transport of emergency response equipment, to include shields and munitions, in order to protect the safety and well-being of the citizens in our and surrounding communities.

Please consider donating one of your fire rescue trucks to the Bradenton Police Department, so we may better serve our citizens.

Sincerely,

Melanie Bevan
Chief of Police
A RESOLUTION APPROVING THE DONATION OF A RESCUE VEHICLE, WHICH IS VALUED AT APPROXIMATELY $7,000.00, TO THE BRADENTON POLICE DEPARTMENT FOR THEIR HOSTAGE NEGOTIATIONS DIVISION; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to donate a 2012 Freightliner Type 9 Wheeled Coach Ambulance to the Bradenton Police Department, for their hostage negotiations division; and

WHEREAS, the ambulance to be donated was purchased in 2011 at a cost of $159,980.00 and has exceeded its useful service life, including five years continuous use and eighteen months reserve use; and

WHEREAS, the St. Petersburg and Fire Rescue Department will transfer the title of the vehicle and all liability and maintenance responsibilities to the above referenced agency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the donation of a rescue vehicle, which is valued at approximately $7,000.00, to the Bradenton Police Department, for their hostage negotiations division, is 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 take effect immediately upon its adoption.

Legal:

City Attorney (designee)  00369660
CB-2
TO: THE HONORABLE LISA WHEELER-BOWMAN, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of 5th Avenue Townhomes, generally located at 111 and 121 5th Avenue North between 2nd Street North and 1st Street North, north of 5th Avenue North. (Our File: 16-20000015)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval of a plat to create ten townhome lots and common areas.

The plat will assemble the lots for redevelopment.

Attachments: Location Map, Resolution with Plat Exhibits, Engineering Memorandum dated December 19, 2017

APPROVALS:

Administrative: [Signature]

Budget: NA

Legal: [Signature]
Project Location Map
City of St. Petersburg, Florida
Planning and Economic Development Department
Case No.: 16-20000015
Address: 111 and 121 5th Avenue North, between 2nd Street North and 1st Street North, north of 5th Avenue North.
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF 5TH AVENUE TOWNHOMES, GENERALLY LOCATED AT 111 AND 121 5TH AVENUE NORTH, BETWEEN 2ND STREET NORTH AND 1ST STREET NORTH, NORTH OF 5TH AVENUE NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 16-20000015)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of 5th Avenue Townhomes, generally located at 111 and 121 5th Avenue North between 2nd Street North and 1st Street North, north of 5th Avenue North, is hereby approved, subject to the following conditions.


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

Planning & Economic Development Dept.  Date  3-22-18

City Attorney (Designee)  Date  3-26-18
5TH AVENUE TOWNHOMES

BEING A REPLAT OF LOTS 10, 11 AND 12, BLOCK A OF THE THORNTON ADDITION TO ST. PETERSBURG, FLA., AS RECORDED IN PLAT BOOK 1, PAGE 47, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLS COUNTY WAS FORMERLY A PART AND A PORTION OF THE VACATED ALLEY ADJACENT TO SAID LOT 12, LYING IN SECTION 18, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLS COUNTY, FLORIDA

DESCRIPTION:

LOTS 10, 11 AND 12, BLOCK A OF THE THORNTON ADDITION TO ST. PETERSBURG, FLA., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 47, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLS COUNTY WAS FORMERLY A PART AND A PORTION OF THE VACATED ALLEY ADJACENT TO SAID LOT 12, LYING IN SECTION 18, TOWNSHIP 31 SOUTH, RANGE 17 EAST, PINELLS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE NORTH 00°00'00"E, A DISTANCE OF 111.03 FEET TO A POINT ON THE EAST LINE OF A VACATED ALLEY 12, SAID POINT LYING 162.82 FEET SOUTH OF THE NORTHEAST CORNERS OF SAID LOT 10; THENCE SOUTH 00°00'00"E, A DISTANCE OF 86.96 FEET TO THE NORTHWEST CORNERS OF SAID LOT 10; THENCE NORTH 00°00'00"E, A DISTANCE OF 13.64 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 00°00'00"E, A DISTANCE OF 36.00 FEET, THENCE SOUTH 90°00'00"W, A DISTANCE OF 4.65 FEET; THENCE SOUTH 00°00'00"E, A DISTANCE OF 13.64 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH 00°00'00"W, A DISTANCE OF 19.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 00°00'00"W, A DISTANCE OF 127.09 FEET TO THE POINT OF BEGINNING.

OWNERS:

111 & 121 5TH, LLC

MANAGER:

JEFF CRAFT

WITNESS SIGNATURE

NOT TO SCALE

SURVEYOR NOTES:

1. MEASUREMENTS FOR THIS PLAT ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF 5TH AVENUE NORTH BEING ASHPM0'D6'.

2. ALL PLATTED UTILITY EASEMENTS SHALL PROMOTE THAT SUCH EASEMENTS SHALL ALSO BE LAID OUT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROPOSED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT THE CABLE TELEVISION COMPANY DAMAGES THE FACILITIES AND SERVICES OF ANY OTHER PUBLIC UTILITY, SUCH PARTY SHALL BE RESPONSIBLE FOR THE DAMAGES.

3. ANY PUBLIC UTILITY SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADAPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE APPLIED FOR IN AUTHORITY BY ANY OTHER GRAPHIC OR DUAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ACKNOWLEDGMENT:

STATE OF FLORIDA COUNTY OF PINELLS

BEFORE THE UNDERSIGNED AUTHORITY, APPELLED JEFF CRAFT, MANAGER OF 111 & 121 5TH, LLC, Know to be the individual executing the foregoing certificate of dedication and acknowledgment, I have reviewed the same for the purposes set out therein. He is the duly appointed agent to execute the same on behalf of the above-named corporation and has been produced a driver's license as identification and who did take an oath.

IN WITNESS WHEREOF, I HAVE HEREunto set my hand and official seal at PINELLS COUNTY, FLORIDA THIS ______ DAY OF ______.

JUDIT P. BURKE, CLERK OF THE COURT

CERTIFICATE OF APPROVAL OF THE COUNTY CLERK:

I, TIMOTHY H. COLLINS, CLERK DEPUTY CLERK

AFFIRMED

DATE

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATING REQUIREMENTS OF CHAPTER 177, PART I, OF THE FLORIDA STATUTES. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

JONATHAN E. CALLAHAN

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA LICENSE NUMBER LS 2589

SURVEYOR'S CERTIFICATE:

I, ELIZABETH KATHLEEN WERTA, OF DEUEL & ASSOCIATES, MASTER OF THE PLAT, 5TH AVENUE TOWNHOMES, DO HEREBY CERTIFY THAT THE PLAT WAS PREPARED UNDER MY SUPERVISION AND SUPERVISION AND THAT IT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND THE PLAT CONFORMS TO THE REQUIREMENTS OF CHAPTER 177, PART I, OF THE FLORIDA STATUTES. ALL REFERENCE MONUMENTS (PRM) WERE PLACED AS SHOWN HEREBY, AS REQUIRED BY LAW, SIGNED ON THIS _______ DAY OF _______.

ELIZABETH KATHLEEN WERTA, P.S.

DEUEL & ASSOCIATES, 102 107

345 SOUTH HERCULES AVENUE

CLEWISTON, FL 33449

172/362-4131

SHEET 1 OF 2
5TH AVENUE TOWNHOMES

BEING A REplat OF LOTS 10, 11 AND 12, BLOCK A OF THE THORNTON ADDITION TO ST. PETERSBURG, FLA.,
AS RECORDED IN PLAT BOOK 1, PAGE 47, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH
PINELLA COUNTY WAS FORMERLY A PART AND A PORTION OF THE VACATED ALLEY ADJACENT TO SAID LOT 12,
LYING IN SECTION 18, TOWNSHIP 31 SOUTH, RANGE 17 EAST,
CITY OF ST. PETERSBURG, PINELLA COUNTY, FLORIDA

SYMBOL LEGEND
C = PERMANENT REFERENCE MONUMENT (SCM)
4"x4" CONCRETE MONUMENT SET "DEUEL LB107" (SCM)
O = SET 1/2" CAPPED IRON ROD "DEUEL LB107" (SCM)

LINE TABLE

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Bearing</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RMLN</td>
<td>60'</td>
</tr>
<tr>
<td>2</td>
<td>NW1/2 of R/W</td>
<td>40'</td>
</tr>
<tr>
<td>3</td>
<td>NW1/2 of R/W</td>
<td>20'</td>
</tr>
<tr>
<td>4</td>
<td>NW1/2 of R/W</td>
<td>0'</td>
</tr>
</tbody>
</table>

BEARING BASIS:
BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE
OF 5TH AVENUE NORTH BEING ASSIGNED AS N90°00'00"W.
TO: Pamela Jones, Development Services  
FROM: Nancy Davis, Engineering Plan Review Supervisor  
DATE: December 19, 2017  
SUBJECT: Final Plat - 5th Avenue Townhomes  
FILE: 16-20000015R4

LOCATION: 111 5th Avenue N & 121 5th Avenue N  
PIN: 18/31/17/90576/001/0120  
18/31/17/90576/001/0100  
ATLAS: E-6  
PROJECT: 5th Avenue Townhomes  
REQUEST: Approval of Final Plat

The Engineering Department has no objection to the final plat provided the following special conditions and standard comments are added as conditions of approval of the final plat:

SPECIAL CONDITIONS OF APPROVAL
1. The Homeowners Association shall be responsible for the future maintenance and upkeep of all utility and drainage infrastructure located within private easements and designated private Tracts. The applicant shall document the installation of all such utilities at the time of construction and a Homeowners Association shall be designated as the maintenance entity for all private infrastructure.

STANDARD COMMENTS: It is acknowledged that many of the following items have been addressed with the submittal of the associated Site Construction Permit Applications, but remain listed below as documentation of the standard plat approval conditions since the plat is being processed concurrently with construction. Standard conditions of plat approval will be verified prior to Engineering departmental release of the project Certificate of Occupancy.

Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions
of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an increase in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 1000 gpd is proposed, the ADF information will be forwarded to the City Water Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City’s Water Resources department for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant’s engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

A work permit issued by the Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant’s expense in accordance with the standards, specifications, and policies adopted by the City.

Development and redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body’s impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City’s stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements to at least one foot above the FEMA elevation. Habitable floor
elevations for projects subject to compliance with the Florida Building Code, Residential, shall be set per building code requirements to at least two feet above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer’s Self Certification to FDEP.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developer’s responsibility to file a CGP Notice of Intent (NOI) (DEP form 62-21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

NED/MJR:meh

cp:     Kelly Donnelly
         Reading File
         Correspondence File
         Subdivision File – Thornton Addition to St Petersburg
CB-3

CITY OF ST. PETERSBURG, FLORIDA.
RE-INCORPORATED A.D.1903.
TO: The Honorable Lisa Wheeler-Bowman, 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. ("The Deuces"), a Florida non-profit corporation, for use of a ±200 sq. ft. portion of the green space ("Property") within City-owned property located at approximately 2241 – 9th Avenue South, St. Petersburg, Florida, for the placement of a storage unit to store equipment and materials relative to its business activities, at a nominal use fee of $36.00; and authorizing removal of the Property from the Premises controlled under the Memorandum of Understanding by the Dr. Carter G. Woodson African American Museum, Inc. for use by The Deuces; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The City of St. Petersburg ("City") owns the Dr. Carter G. Woodson African American Museum property, located at 2240 - 9th Avenue South, St. Petersburg, which consists of the grounds on the north side of the Museum, the parking lot located directly across 9th Avenue South and the surrounding green space (collectively, "Premises"). On June 1, 2017, the City and the Dr. Carter G. Woodson African American Museum, Inc. ("Woodson") entered into a Memorandum of Understanding ("MOU") for the Woodson's use of the Premises to conduct museum business and functions, including community events.

On February 13, 2018, Real Estate and Property Management received a request from The Deuces Live, Inc., a Florida non-profit corporation ("Licensee") to use a ±200 sq. ft. portion of the green space within the Premises, directly across from the Museum grounds north of 9th Avenue South ("Property"), for the placement of a storage unit to store equipment and materials relative to its business activities. The greenspace behind the building for the Licensee's business operations, located at 833 – 22nd Street South, was not sufficient to accommodate the placement of the storage unit. The storage unit will now be situated within the greenspace east of the parking lot within the Premises (see attached Illustration). The Woodson has agreed to allow this ±200 sq. ft. portion of Property to be removed from the Premises controlled under the MOU by the Woodson, which will amend the Premises governed by the MOU. The Property is zoned NSM-1 (Neighborhood Suburban Multi-Family).

The Property is legally described as follows:

A ±200 sq. ft. portion of Lot 1, Block 1, JORDAN PARK ADDITION and a portion of Blocks 1 thru 14, JORDAN PARK REPLAT Pinellas County Parcel I. D. No.: 26/31/16/44454/001/0000 Approx. Street Address: 2241 – 9th Avenue South, St. Petersburg
The Licensee and the Woodson have executed a License Agreement ("License") with the City for a term of three (3) years amending the Premises governed by the MOU for the Licensee's use of the Property, 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 have the right to utilize the Property for placement and maintenance of a storage unit for so long as this License remains in effect. The Woodson has agreed to remove the Property from its Premises under the MOU to facilitate the License with the Deuces. In the event of expiration or earlier termination of this License, control of the Property shall be returned to the Woodson and once again be governed under the MOU, if then in effect. 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. Upon expiration of the License, the Licensee shall remove all goods and effects, repair any damage caused by such removal and surrender and deliver up the Property in good condition clean and clear of trash and other debris. The License may be terminated by either party by giving ninety (90) days written notice prior to the scheduled date of termination.

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. ("The Deuces"), a Florida non-profit corporation, for use of a ±200 sq. ft. portion of the green space ("Property") within City-owned property located at approximately 2241 – 9th Avenue South, St. Petersburg, Florida, for the placement of a storage unit to store equipment and materials relative to its business activities, at a nominal use fee of $36.00; and authorizing removal of the Property from the Premises controlled under the Memorandum of Understanding by the Dr. Carter G. Woodson African American Museum, Inc. for use by The Deuces; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: (As to consistency w/attached legal documents)
Resolution No. 2018 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE DEUCES LIVE, INC. ("THE DEUCES"), A FLORIDA NON-PROFIT CORPORATION, FOR USE OF A ±200 SQ. FT. PORTION OF THE GREEN SPACE ("PROPERTY") WITHIN CITY-OWNED PROPERTY LOCATED AT APPROXIMATELY 2241 – 9TH AVENUE SOUTH, ST. PETERSBURG, FLORIDA, FOR THE PLACEMENT OF A STORAGE UNIT TO STORE EQUIPMENT AND MATERIALS RELATIVE TO ITS BUSINESS ACTIVITIES, AT A NOMINAL USE FEE OF $36.00; AND AUTHORIZING REMOVAL OF THE PROPERTY FROM THE PREMISES CONTROLLED UNDER THE MEMORANDUM OF UNDERSTANDING BY THE DR. CARTER G. WOODSON AFRICAN AMERICAN MUSEUM, INC. FOR USE BY THE DEUCES; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") owns the Dr. Carter G. Woodson African American Museum property, located at 2240 - 9th Avenue South, St. Petersburg, which consists of the grounds on the north side of the Museum, the parking lot located directly across 9th Avenue South and the surrounding green space (collectively, "Premises"); and

WHEREAS, on June 1, 2017, the City and the Dr. Carter G. Woodson African American Museum, Inc. ("Woodson") entered into a Memorandum of Understanding ("MOU") for the Woodson’s use of the Premises to conduct museum business and functions, including community events; and

WHEREAS, The Deuces Live, Inc., a Florida non-profit corporation ("Licensee"), desires to use a ±200 sq. ft. portion of the green space within the Premises, directly across from the Museum grounds north of 9th Avenue South ("Property"), for the placement of a storage unit to store equipment and materials relative to its business activities; and

WHEREAS, the Woodson has agreed to allow the Property to be removed from the Premises controlled under the MOU by the Woodson, which will amend the Premises governed by the MOU; and
WHEREAS, the Property is legally described as follows:

A ±200 sq. ft. portion of Lot 1, Block 1, JORDAN PARK ADDITION and a portion of Blocks 1 thru 14, JORDAN PARK REPLAT Pinellas County Parcel I. D. No.: 26/31/16/44454/001/0000 Approx. Street Address: 2241 – 9th Avenue South, St. Petersburg; and

WHEREAS, the Property is zoned NSM-1 (Neighborhood Suburban Multi-Family); and

WHEREAS, the Licensee and the Woodson have executed a License Agreement ("License") with the City for a term of three (3) years amending the Premises governed by the MOU for the Licensee’s use of the Property, subject to City Council approval; and

WHEREAS, the Licensee shall pay a nominal fee of $36.00, plus applicable sales tax, 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 License requires the Licensee to maintain the Property at its own cost and expense; and

WHEREAS, upon expiration or early termination of the License, the Licensee shall remove all goods and effects, repair any damage caused by such removal and surrender and deliver up the Property in good condition clean and clear of trash and other debris; and

WHEREAS, the License may be terminated by either party by giving ninety (90) days written notice prior to the scheduled date of termination.

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. ("Deuces"), a Florida non-profit corporation, for use of a ±200 sq. ft. portion of the green space ("Property") within City-owned property located at approximately 2241 – 9th Avenue South, St. Petersburg, Florida, for the placement of a storage unit to store equipment and materials relative to its business activities, at a nominal use fee of $36.00; and

BE IT FURTHER RESOLVED that the removal of the Property from the Premises controlled under the Memorandum of Understanding by the Dr. Carter G. Woodson African American Museum, Inc. for the use by The Deuces is hereby authorized; and to execute all documents necessary to effectuate same.
This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]

City Attorney (Designee)

00370398.doc v2

APPROVED BY:

[Signature]

Bruce E. Grimes, Director
Real Estate & Property Management
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with Paul and Angela Nimmo, for an annual fee of $50.00, to fence a portion of a City-owned property located in Safety Harbor for the City’s 36-Inch Water Transmission Main; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management Department received a request from Paul and Angela Nimmo ("Licensee") to enter into a five (5) year License Agreement in order to continue maintaining the fence on a portion of a City-owned property located in Safety Harbor for the City’s 36-inch Water Transmission Main ("Property"), which is adjacent to their property located at 5020 Parrish Lane, Safety Harbor, Florida. Since June 2008, the previous property owners of their residence licensed the Property from the City to erect and maintain fencing around an area on the Property that does not contain the City’s water main, through a standard license agreement related to the City’s transmission main properties. The fencing will not impede the City’s access to the Property for City maintenance purposes. The Water Resources Department Director has no objections in proceeding with the Licensee’s request.

The Property is legally described as follows:

The South 47 Feet of Lot 74, BRIDGEFORD ESTATES, as recorded in Plat Book 84, Pages 83 & 84, of the Public Records of Pinellas County, Florida. Pinellas County Parcel I. D. No.: 27/28/16/11280/000/0740 Approximate Street Address: 5022 Parrish Lane, Safety Harbor

The Licensee has executed a License Agreement ("Agreement") for a term of five (5) years, subject to City Council approval. The Licensee shall pay a use fee of $50.00 per year to the City for the entire term. Additionally, the Licensee shall maintain a $1,000,000 Personal and/or Premises 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 the fence and deliver up the Property in good condition upon expiration of this Agreement.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with Paul and Angela Nimmo, for an annual fee of $50.00, to fence a portion of a City-owned property located in Safety Harbor for the City’s 36-Inch Water Transmission Main; and to execute all documents necessary to effectuate same; and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS:

Administration:

Budget: N/A

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

LEGAL DESCRIPTION FOR LICENSE

THE SOUTH 47 FEET OF LOT 74, BRIDGEPORT ESTATES, AS RECORDED IN PLAT BOOK 84, PAGES 83–84, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ENGINEERING DEPARTMENT
CITY OF ST. PETERSBURG

ENGINEERING SURVEY DIVISION
1744 NINTH AVENUE NORTH
ST. PETERSBURG, FLORIDA 33713

(727) 892-5346  892-5347

ILLUSTRATION
Resolution No. 2018 - _______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIVE (5) YEAR LICENSE AGREEMENT WITH PAUL AND ANGELA NIMMO, FOR AN ANNUAL FEE OF $50.00, TO FENCE A PORTION OF A CITY-OWNED PROPERTY LOCATED IN SAFETY HARBOR FOR THE CITY’S 36-INCH WATER TRANSMISSION MAIN; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management Department received a request from Paul and Angela Nimmo ("Licensee") to enter into a five (5) year License Agreement in order to continue maintaining the fence on a portion of a City-owned property located in Safety Harbor for the City’s 36-Inch Water Transmission Main ("Property"), which is adjacent to their property located at 5020 Parrish Lane, Safety Harbor, Florida; and

WHEREAS, since June 2008, the previous property owners of their residence licensed the Property from the City to erect and maintain fencing around an area that does not contain the City’s water main; and

WHEREAS, the fencing does not impede the City’s access to the Property for City maintenance purposes; and

WHEREAS, the Property is legally described as follows:

The South 47 Feet of Lot 74, BRIDGEOFORD ESTATES, as recorded in Plat Book 84, Pages 83 & 84, of the Public Records of Pinellas County, Florida.
Pinellas County Parcel I. D. No.: 27/28/16/11280/000/0740
Approximate Street Address: 5022 Parrish Lane, Safety Harbor; and

WHEREAS, the Licensee has executed a License Agreement ("Agreement") for a term of five (5) years, subject to City Council approval; and

WHEREAS, the Licensee shall pay a use fee of $50.00 per year to the City for the entire term; and

WHEREAS, the Licensee shall maintain the Property at its own cost and expense, remove the fence and deliver up the Property in good condition upon expiration of this Agreement.
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a License Agreement with Paul and Angela Nimmo, for an annual fee of $50.00, to fence a portion of a City-owned property located in Safety Harbor for the City’s 36-Inch Water Transmission Main, as legally described above, and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (Designee)

APPROVED BY:

[Signature]
John E. Palenchar, Director
Water Resources Department

APPROVED BY:

[Signature]
Bruce E. Grimes, Director
Real Estate and Property Management
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a thirty-six (36) month lease agreement with The Canterbury School of Florida, Inc., a Florida not-for-profit corporation, for the use of an area outside the referendum approved leased premises, as illustrated and legally described in the attached Exhibit "A" as Subject Area of Short-Term Lease; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate and Property Management ("Real Estate") received a request from The Canterbury School of Florida, Inc. ("Canterbury"), a Florida not-for-profit corporation, to enter into a new lease for the use of certain City property outside the referendum approved land area that Canterbury has leased since March 1, 2007, which is described in the attached Exhibit "A" as Subject Area of Short-Term Lease ("Additional Area").

Canterbury currently leases property from the City for its activity field (±8.13 acres) and a driveway parcel (1.25 acres or less) constructed on City-owned land situated at the rear of the Northeast Water Reclamation Facility located at 1160 – 62nd Avenue Northeast and abutting the Canterbury school complex located at 990 - 62nd Avenue Northeast, St. Petersburg ("Long Term Lease Premises"). The improvements were constructed pursuant to a lease enabled by Ordinance 485-G scheduling a referendum question, approved by the electorate at the March 27, 2001 election, and implemented with City Council approval of a twenty-five (25) year lease ("Long Term Lease") with Resolution No. 2003-105.

Canterbury also currently leases the Additional Area on a short-term basis because deviations during the construction of improvements pursuant to the Long Term Lease resulted in certain Canterbury improvements being placed on the Additional Area, which is outside the original Long Term Lease Premises. The construction deviations necessitated entering into a separate lease for the Additional Area for a period of three (3) years in accordance with the City Charter restriction for residentially-zoned property, and the execution of an amendment to the Long Term Lease that modified the original legal description for the Long Term Lease Premises to ensure that no net additional land was utilized by Canterbury over the total area authorized by the referendum.

Accordingly, on March 1, 2007, Canterbury commenced a three (3) year lease for use of the Additional Area and the legal description for the Driveway was modified through execution of the First Amendment to the Long Term Lease to reflect the as-built conditions at that time within the area authorized by the referendum. Canterbury requested continued use of the Additional
Area in December 2012. The City and Canterbury entered into another lease for use of the Additional Area in 2013. The term of the Additional Area lease was set at twenty-six (26) months at the recommendation of Real Estate in order to align the Additional Area lease commencement date with the Long Term Lease commencement date of May 1, causing both annual rental adjustment dates to occur at the same time.

Canterbury has executed a new lease agreement ("Lease") for use of the Additional Area for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding leases. The rental rate is One Hundred Seven and 00/100 dollars ($107.00) per month for the Lease term. Rent adjustments will be made each year based on the CPI increase for the prior twelve (12) month period coinciding with the annual CPI adjustments made on the Long Term Lease.

Canterbury is responsible for maintaining the Premises together with any improvements constructed on the Premises and utilities including, but not limited to, water, electric, telephone/microwave communications, internet, cable television, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and insurance. Additionally, Canterbury is required to maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence with a $2,000,000 aggregate, and excess liability coverage not less than $4,000,000 per occurrence, protecting the City against all claims or demands that may arise or be claimed on account of Canterbury’s use of the Premises. The City, at its sole option, shall have the right to terminate this Lease if the City determines the Premises are required for environmental mitigation or other wastewater treatment facilities and/or operations by providing Canterbury with one (1) year advance written notice. Canterbury shall have the right to terminate this Lease at any time during the Term.

This Lease is in compliance with Section 1.02(c)(2) of the City Charter which permits the leasing of residentially-zoned property for a period not exceeding three (3) years with an affirmative vote of at least six (6) members of City Council. The Additional Area is zoned NS-1 (Neighborhood Suburban Single-Family 1) and P (Preservation), both of which are residential zoning.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a thirty-six (36) month lease agreement with The Canterbury School of Florida, Inc., a Florida not-for-profit corporation, for the use of an area outside the referendum approved leased premises, as illustrated and legally described in the attached Exhibit "A" as Subject Area of Short-Term Lease; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:  
N/A

ATTACHMENTS: Resolution and Exhibits

APPROVALS:  
administration: [Signature]

Budget: [Signature] N/A

Legal: [Signature] (As to consistency w/attached legal documents)
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A THIRTY-SIX (36) MONTH LEASE AGREEMENT WITH THE CANTERBURY SCHOOL OF FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF AN AREA OUTSIDE THE REFERENDUM APPROVED LEASED PREMISES, AS ILLUSTRATED AND LEGALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" AS SUBJECT AREA OF SHORT-TERM LEASE; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management ("Real Estate") received a request from The Canterbury School of Florida, Inc. ("Canterbury") to enter into a new lease agreement for the use of certain City-owned property outside the referendum approved land area that Canterbury has leased since March 1, 2007, which is described in the attached Exhibit "A" as Subject Area of Short-Term Lease ("Additional Area"); and

WHEREAS, Canterbury currently leases property from the City for its activity field (±8.13 acres) and a driveway parcel (1.25 acres or less) constructed on City-owned land situated at the rear of the Northeast Water Reclamation Facility located at 1160 – 62nd Avenue Northeast and abutting the Canterbury school complex located at 990 - 62nd Avenue Northeast, St. Petersburg ("Long Term Lease Premises"); and

WHEREAS, the improvements were constructed pursuant to a lease enabled by Ordinance 458-G scheduling a referendum question, approved by the electorate at the March 27, 2001 election, and implemented with City Council approval of a twenty-five (25) year lease ("Long Term Lease") with Resolution No. 2003-105; and

WHEREAS, Canterbury also currently leases the Additional Area on a short term basis because deviations during the construction of improvements pursuant to the Long Term Lease resulted in certain Canterbury improvements being placed on the Additional Area, which is outside the original Long Term Lease Premises; and

WHEREAS, the construction deviations necessitated entering into a separate lease for the Additional Area for a period of three (3) years in accordance with the City Charter restriction for residentially-zoned property and the execution of an amendment to the Long Term Lease that modified the original legal description for the Long Term Lease Premises to ensure that no net additional land was utilized by Canterbury over the total area authorized by the referendum; and
WHEREAS, Canterbury has executed a new lease agreement ("Lease") for use of the Additional Area for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding leases; and

WHEREAS, the rental rate is One Hundred Seven and 00/100 dollars ($107.00) per month for the Lease term with rent adjustments made each year based on CPI increase; and

WHEREAS, this Lease is in compliance with Section 1.02(c)(2) of the City Charter which permits the leasing of residentially-zoned property for a period not exceeding three (3) years with an affirmative vote of at least six (6) members of City Council; and

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 thirty-six (36) month Lease Agreement with The Canterbury School of Florida, Inc., a Florida not-for-profit corporation, for the use of an area outside the referendum approved leased premises, as illustrated and legally described in the attached Exhibit "A" as Subject Area of Short-Term Lease; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

John E. Palenchar, Director
Water Resources

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
SUBJECT AREA OF SHORT-TERM LEASE:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA. BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, "CANTERBURY SCHOOL SUBDIVISION" AS RECORDED IN PLAT BOOK 88, PAGE 51 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING, S 89°49'20" E, A DISTANCE OF 130.95 FEET; THENCE RUN S 55°25'23" E, A DISTANCE OF 301.15 FEET; THENCE LEAVING SAID BOUNDARY, N 56°24'00" E, A DISTANCE OF 124.31 FEET; TO THE POINT-OF-BEGINNING; THENCE RUN N 52°41'00" W, A DISTANCE OF 10.58 FEET; THENCE RUN N 56°24'00" E, A DISTANCE OF 311.24 FEET; THENCE RUN S 79°05'04" E, A DISTANCE OF 502.37 FEET; THENCE RUN N 90°00'00" E, A DISTANCE OF 5.62 FEET; THENCE RUN S 00°29'35" W, A DISTANCE OF 421.35 FEET; THENCE RUN S 90°00'00' W, A DISTANCE OF 66.55 FEET; THENCE N 01°35'50" E, A DISTANCE OF 421.50 FEET; THENCE N 79°05'04" W, A DISTANCE OF 446.42 FEET; THENCE S 56°24'00" W, A DISTANCE OF 303.69 FEET TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 34,148 SQ. FT.
TO: The Honorable Lisa Wheeler-Bowman, 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 ("City") and Land & Waters Engineering Science, Inc. ("A/E"), dated February 7, 2017 for A/E to provide construction administration services related to the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements in an amount not to exceed $32,338.78, providing that the total contract amount shall not exceed $389,265.78 (Engineering Project No. 16016-110 Oracle No. 15074); authorizing the mayor or his designee to execute the first Amendment; and providing an effective date.

EXPLANATION: On December 15, 2016, City Council approved an A/E Agreement between the City of St. Petersburg and Land & Waters Engineering Science, Inc. ("A/E") to furnish professional engineering services for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Project in the amount of $356,927.00. The scope of services included design and permitting for the referenced project.

The project was designed and bids were received on March 15, 2018, and the award of the project is pending City Council approval on April 19, 2018.

The First Amendment to A/E Agreement for 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements Project will authorize attendance at a pre-construction conference, review of shop drawings related to the drainage structures, responses to contractor requests for information, site observation by request, and contingent drawing revisions.

The revised total not to exceed fee amount will be the total of the original agreement amount of $356,927.00 and the First Amendment amount of $32,338.78 for a total not to exceed amount of $389,265.78.

A cooperative funding agreement with the Southwest Florida Water Management District provides for reimbursement of 50% of the eligible drainage system design and construction cost.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute the first Amendment to the architect/engineering Agreement between the City of St. Petersburg, Florida ("City") and Land & Waters Engineering Science, Inc. ("A/E"), dated February 7, 2017 for A/E to provide construction administration services related to the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements in an amount not to exceed $32,338.78, providing that the total contract amount shall not exceed $389,265.78 (Engineering Project No. 16016-110 Oracle No. 15074); authorizing the mayor or his designee to execute the first Amendment; and providing an effective date.

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Citywide Infrastructure CIP Fund (3027) and the Stormwater Drainage Capital Projects Fund (4013), 8th Ave S at 44th St South Project (15074).
ATTACHMENTS:  Resolution
Revised Appendix A
Revised Appendix B

APPROVALS:  Administrative

[Signature]:  Budget
Resolution No. 2018 - 

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND LAND & WATER ENGINEERING SCIENCE, INC. (“A/E”) DATED FEBRUARY 7, 2017 FOR A/E TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE 8TH AVENUE SOUTH, 44TH STREET SOUTH AND VICINITY STORM DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $32,338.78; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $389,265.78 (ENGINEERING PROJECT NO. 16016-110; ORACLE NO. 15074); 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 Land & Water Engineering Science, Inc. (“A/E”) executed an architect/engineering agreement (“Agreement”) on February 7, 2017, for A/E to provide miscellaneous professional services for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Project; and

WHEREAS, the City and A/E desires to amend the Agreement for the A/E to provide construction administration services in an amount not to exceed $32,338.78; and

WHEREAS, such services shall include attendance at a pre-construction meeting, review of shop drawings, responding to requests for information and site observations; 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 the First Amendment to the architect/engineering agreement between the City of St. Petersburg, Florida and Land & Water Engineering Science, Inc. (“A/E”) dated February 7, 2017 for A/E to provide construction administration services related to the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements Project in an amount not to exceed $32,338.78 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $389,265.78.

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.

Approved by: 

City Attorney (Designee)

00369946
AMENDED APPENDIX A
SCOPE OF SERVICES
8TH AVENUE SOUTH, 44TH STREET SOUTH AND VICINITY STORM DRAINAGE IMPROVEMENTS
CITY PROJECT NO. 16016-110

DESCRIPTION OF PROJECT / SCOPE OF SERVICES

As part of the City’s construction effort for the construction of storm sewer improvements for the Project, the A/E shall provide construction engineering support services for the construction of +/- 1,975 LF of storm sewer system along 44th Street South extending from the intersection of 11th Avenue South to 8th Avenue South and from 8th Avenue South to 46th Street South, and north to the cul-de-sac south of the Pinellas Trail. The proposed improvements will tie into a 5’x10’ Box Culvert at the intersection of 11th Avenue South.

The proposed sewer system for the project consists of a box culvert; a large diameter pipe; drainage structures along with minor utility relocations and pavement restoration effort. The A/E’s task will be limited to addressing contractor RFI’s, shop drawing reviews, site visits if requested and plan revisions if required. The A/E will perform the activities as described within this Scope of Services. It is understood that these activities will be directed by the City. The activities are more specifically described in the Construction Phase Services below:

Task 6.0 - Construction Phase Services

6.1 Pre-Construction Conference
The A/E will attend the Pre-Construction Conference and address technical questions with respect to the design. The Consultant will not be responsible for questions or providing information associated with the City/Contractor Agreement.

6.2 Shop Drawing Review and Processing
The A/E will review and process contractor submitted shop drawings for the project. Rejected shop drawings will be reviewed for two more times, upon City request. A/E will review shop drawings associated with stormwater structures; whereas, the City will review items for roadway and utility work. The stormwater related reviews will be based on 14 catch basins 13 manholes, 1,180 feet of box culvert with details and laying schedule plus concrete mix design.

6.3 Response to Contractor RFIs
During construction the A/E will review and respond up to four (4) City generated RFIs; a response will be in writing and will be submitted to the City for transmittal to the Contractor.

6.4 Site Observation
The A/E will conduct up to (8) site visits during project construction, for the purpose of making site observations and answering questions by the construction supervisor. The A/E will promptly notify the client in writing of any discrepancies or deviations from the approved plans or environmental permits for the project noted from the site visits. During these site visit the A/E will
provide any needed clarifications to the contract documents, review schedule, and performance metrics with contractor.

6.5 Drawing Corrections and Revisions

The A/E will perform limited revisions to the construction plans as requested by the City. Revisions may be noted as field modifications for final record drawings or direction for Contractor.

The additional budget for this amendment is as follows:

### PROJECT BUDGET
8th AVENUE SOUTH, 44TH STREET SOUTH VICINITY SDI

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>Designer</th>
<th>CADD Technician</th>
<th>Admin</th>
<th>Total Hours</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Pre-Construction Conference</td>
<td>4</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>$1,114.92</td>
</tr>
<tr>
<td>6.2</td>
<td>Shop Drawing Review &amp; Processing</td>
<td>18</td>
<td>82</td>
<td></td>
<td></td>
<td>4</td>
<td>104</td>
<td>$11,958.50</td>
</tr>
<tr>
<td>6.3</td>
<td>Response to Contractor RFIs</td>
<td>6</td>
<td>24</td>
<td>6</td>
<td></td>
<td></td>
<td>36</td>
<td>$4,135.98</td>
</tr>
<tr>
<td>6.4</td>
<td>Site Observation</td>
<td>18</td>
<td>52</td>
<td></td>
<td></td>
<td></td>
<td>70</td>
<td>$8,583.74</td>
</tr>
<tr>
<td>6.5</td>
<td>Drawing Corrections &amp; Revisions</td>
<td>12</td>
<td>24</td>
<td>24</td>
<td></td>
<td>4</td>
<td>60</td>
<td>$6,545.64</td>
</tr>
</tbody>
</table>

**TOTALS:** 58 186 6 24 4 278  $32,338.78
AMENDED APPENDIX B
SCHEDULE
8TH AVENUE SOUTH, 44TH STREET SOUTH AND VICINITY STORM DRAINAGE IMPROVEMENTS
CITY PROJECT NO. 16016-110

All timelines are based on the City’s construction schedule and subject to change by the City.

Task 6.1 - Pre-construction Conference
Duration - 55 days
Start - 05/15/18
Finish - 07/30/18

Task 6.2 - Shop Drawing Review & Processing
Duration - 273 days
Start - 05/15/18
Finish - 05/30/19

Task 6.3 - Response to Contractor RFIs
Duration - 273 days
Start - 05/15/18
Finish - 05/30/19

Task 6.4 - Site Observation
Duration - 273 days
Start - 05/15/18
Finish - 05/30/19

Task 6.5 - Drawing Corrections & Revisions
Duration - 273 days
Start - 05/15/18
Finish - 05/30/19
PROJECT LOCATION

8th Ave S

9th Ave S

10th Ave S

11th Ave S

Pinellas Trail

Childs Park

8TH AVE S, 44TH ST S & VICINITY
STORM DRAINAGE IMPROVEMENTS
Project No. 16016-110

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY OF ST PETERSBURG

APPROVED BY: DATE

2/21/2018
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute Task Order No. 16-01-BV/W ("Task Order") to the architect/engineering agreement, dated December 13, 2016, between the City of St. Petersburg, Florida ("City") and Black and Veatch ("A/E"), for A/E to provide bid phase services and construction phase services related to the Water Resources Department Facility Backup Power Improvements Project in an amount not to exceed $29,988.72; (Engineering Project No. 18075-111 and Oracle No. 15278); and providing an effective date.

EXPLANATION: Administration and Operations Buildings at the Water Resources Department ("WRD") house equipment and systems comprising the City's Emergency Operation Center ("EOC"). The investigation and electrical systems review was commissioned in an effort to resolve ongoing Automatic Transfer Switch ("ATS") component failures and maintenance issues with each Emergency Generator ("EG") and ATS affecting the reliability of the EOC complex.

On March 21, 2014, WRD administratively approved Task Order 12-06-BV/W in the amount of $14,037 to provide professional engineering services for review the backup EG, ATS and electrical systems serving the Administration and Operations Buildings at WRD.

On January 4, 2016, WRD administratively approved Revision No. 1 to Task Order 12-06-BV/W in the amount of $79,984 to provide professional engineering services for final design, permitting assistance, bidding phase services, and construction phase services.

In April 2016, the A/E presented 60% design plans to the City with several options to consider based on the City's budget limitations. At that point, the A/E was directed by the City to modify the design to exclude certain items.

On August 2, 2016, WRD administratively approved the revision to the scope of services to utilize existing funding to complete the final design. Additional design changes were requested by WRD following meetings with the A/E to include provisions for possible combined heat power alternative energy supplies to WRD Complex.

Project Management was being conducted by WRD during the design phase. In December of 2017, his Project was transferred to Engineering & Capital Improvements Department ("ECID") to administer and manage the bidding and construction.

This new Task Order No. 16-01-BV/W in the amount of $29,988.72 will provide professional engineering services included but not limited to preparing bid documents, responding to bidders, distributing amendments to the bid documents, reviewing the bids received, and attending a pre-bid meeting and construction phase services including but not limited to site visits, reviewing shop drawings, responding to RFI's, reviewing change order requests, and submitting as-builts.

Task Order No. 12-06-BV/W, Revision No. 1 to Task Order 12-06-BV/W and Task Order No. 16-01-BV/W includes the following not-to-exceed costs respectively:
Task Order 12-06-BV/W
Data Gathering (previously approved) $ 14,037.00
Revision No. 1 to Task Order 12-06-BV/W
Final Design/Permitting (previously approved) $ 79,984.00
Task Order No. 16-01-BV/W
Bidding/Construction Phase Services (new) $ 29,988.72

Total $124,009.72

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 16-01-BV/W ("Task Order") to the architect/engineering agreement, dated December 13, 2016, between the City of St. Petersburg, Florida ("City") and Black and Veatch ("A/E"), for A/E to provide bid phase services and construction phase services related to the WRD Facility Backup Power Improvements Project in an amount not to exceed $29,988.72 (Engineering Project No. 18075-111 and Oracle No. 15278); and providing an effective date.

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Project Fund (4003) FAC Emergency Generator FYI6 Project (15278).

ATTACHMENTS: Resolution
Task Order No. 16-01-BV/W

APPROVALS: Administrative

Budget
RESOLUTION 2018-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TO TASK ORDER NO. 16-01-BV/W TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 13, 2016, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND BLACK AND VEATCH ("A/E"), FOR A/E TO PROVIDE BIDDING PHASE SERVICES AND CONSTRUCTION PHASE SERVICES RELATED TO THE WATER RESOURCES DEPARTMENT FACILITY BACKUP POWER UPGRADES PROJECT IN AN AMOUNT NOT TO EXCEED $29,988.72; (ENGINEERING PROJECT NO. 18075-111 AND ORACLE NO. 15278); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the City of St. Petersburg’s previous architect/engineering agreement with Black and Veatch ("A/E"), the City issued Task Order No. 12-06-BV/W on March 21, 2014, in the amount of $14,037 for A/E to provide professional engineering services to review the emergency generator, automatic transfer switch, and electrical systems serving the Administration and Operations Buildings at the Water Resources Department; and

WHEREAS, on January 4, 2016, Administration approved Revision No. 1 to Task Order 12-06-BV/W in the amount of $79,984 for A/E to provide professional engineering services for final design, permitting assistance, bidding phase services, and construction phase services; and

WHEREAS, Administration further revised the scope set forth in Task Order 12-06-BV/W, as revised, to eliminate the bidding phase services and construction phase services so that A/E could redesign the project to eliminate certain components due to budget limitations; and

WHEREAS, A/E completed the work set forth in Task Order 12-06-BV/W, as revised, in 2016; and

WHEREAS, Administration now desires to continue the project and have A/E provide the bidding phase services and construction phase services that were previously eliminated; and

WHEREAS, the City and A/E executed an new architect/engineering agreement on December 13, 2016, for A/E to provide Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order 16-01-BV/W under the new agreement for A/E to provide bidding phase services and construction phase services for an amount not to exceed $29,988.72; and
WHEREAS, such services shall include but are not limited to preparing bid documents, responding to bidders, distributing amendments to the bid documents, reviewing the bids received, attending a pre-bid meeting, site visits, reviewing shop drawings, responding to RFIs, reviewing change order requests, and submitting as-builts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-01-BV/W ("Task Order") to the architect/engineering agreement dated December 13, 2016, between the City of St. Petersburg, Florida and Black and Veatch ("A/E"), for A/E to provide bidding phase services and construction phase services related to the Water Resources Department Facility Backup Power Improvements Project in an amount not to exceed $29,988.72.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)

00370230

Approved by:

[Signature]
Brijesh Prayman, P.E., SP, ENV
Engineering & Capital Improvements Director
This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section 1(F.) for agenda package information.

1. Summary of Reasons for Selection

The project involves design, permitting and bidding of facility electrical and emergency transfer operations.

Black and Veatch has satisfactorily completed preliminary analysis and design services for the emergency power backup transfer switch. This work is a continuation of the previous condition assessment.

Black and Veatch has satisfactorily completed similar work with the City, and is familiar with the City Standards.

Black and Veatch has significant experience in the design, permitting and construction phase activities for power management for facilities.

This is the first Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work — See Attachment A
**ATTACHMENT A**

Transaction Report for
Black & Veatch Corporation
Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects
A/E Agreement Effective - December 13, 2016
A/E Agreement Expiration - November 2, 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>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>18075-111</td>
<td>WRD Facility Backup Power Improvements Project</td>
<td>Pending</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total:** 0.00
This Task Order No. 16-01-BV/W is made and entered into this ______ day of ______________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR Potable Water, Wastewater and Reclaimed Water PROJECTS dated December 13, 2016 ("Agreement") between Black & Veatch Corporation ("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 Task Order No. 12-06-BV/W, the A/E conducted research and prepared an evaluation memorandum recommending changes to the Emergency Backup Generator/Automatic Transfer Switch configuration for both the Administration and Operations buildings at the WRD facility.

Revision No. 1 to Task Order No. 12-06-BV/W authorized the A/E to incorporate design elements from the evaluation memorandum recommendations into construction documents and to provide design, permitting, bidding and construction phase services.

Due to the multiple redesign requests by the City, monies initially allocated to bidding/construction phase services, were instead reallocated to design services.

For Task Order No. 16-01-BV/W, the A/E will provide bidding and construction phase services in support of this project. Specific services to be performed by the A/E shall be as described in Section II, Scope of Services.

II. SCOPE OF SERVICES

Task 1. Bidding Phase Services

A/E will provide services to support the bid phase of the project.

It is understood that the City will administer the bid phase, including performing such functions as composing and posting the advertisement, reproducing bid documents for purchase by prospective bidders, receiving payment for and distributing bid documents, maintaining plan-holders log, receiving and responding to bidder inquiries, preparing and distributing addenda, hosting and facilitating a pre-bid meeting, and receiving contractor bids.

A/E will provide the following services in support of the bid phase:

- When requested by the City, review and develop responses to prospective bidder questions relating to the design. A/E will develop written responses and provide them to the City for the City's use in developing addenda as applicable. A/E has budgeted sixteen (16) staff hours for this task.
- Attend one pre-bid meeting with site visit. A/E will support the City’s administration of the meeting by presenting an overview of the improvements and to be constructed and key technical issues such as construction sequencing constraints. A/E will assist with facilitating a tour of the facility for prospective bidders.

- Review the bids as relates to technical matters and price. A/E will not review legal aspect of the bid documentation including insurance and bonding documents. A/E will call references listed by the three low-priced responsive bidders.

- Prepare and submit to the City a recommendation of award letter.

**Task 2. Construction Phase Services**

A/E will provide services to support the construction phase of the project. A six month construction phase is anticipated and expected to include a two month submittal phase, three month active construction phase, and one month punch list phase. Should the construction schedule extend beyond that duration, additional man-hours may be needed for tasks affected by schedule. Services by A/E shall be as follows:

- Site Visits / Meetings: Visit the site up to four times to observe construction work and/or attend meetings. It is anticipated that these may include the preconstruction meeting, substantial completion inspection, and two site visits during construction.

- Review Contractor’s technical shop drawing submittals required by the contract documents including shop drawings, O&M manuals, and test reports: A/E’s review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. It is understood that the City will receive submittals from the Contractor and forward to A/E electronically. A/E will perform review and transmit review comments electronically to the City representative. It is understood that, following review, the City will perform distribution of the reviewed submittals to the Contractor and others. The number of shop drawings to be reviewed shall be as required by the contract documents. Review of one original submittal and one resubmittal (on average) has been budgeted for.

- Requests for Information (RFIs): A/E will interpret construction contract documents when requested by the City and provide the City with written responses to RFI’s for the City’s use in responding to the Contractor. The level of effort anticipated and budgeted for this task is 12 hours. Review of unreasonably numerous or complex RFI’s requiring effort materially beyond that budgeted, is not included.

- Review Change Order requests: When requested by the City, A/E will review Change Order requests initiated by the Contractor or the Owner and provide recommendations regarding impacts to contract price and time. The level of effort anticipated and budgeted for this task is 12 hours. Review of unreasonably numerous or complex Change Order requests requiring effort materially beyond that budgeted, is not included.

- Drawings Conformed to Construction Records: Upon completion of the project; A/E will revise the construction contract drawings to conform to the construction records. The conformed drawings shall be based on drawing mark-ups prepared by the Contractor to reflect construction changes. It is understood that the City’s on-site construction inspector will review the Contractor’s markups regularly to ensure that
changes are being tracked on a daily basis and that the inspector will review and approve the mark ups prior to submittal to the A/E for drafting. A/E will provide the City with two sets of prints and electronic files.

Review of Contractor's administrative submittals is not included as it anticipated the City staff will review submittal documents as payment applications, schedules, schedule of shop drawings, schedule of values, etc.

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed.

A six month construction phase is anticipated and expected to include a two month submittal phase, three month active construction phase, and a one month punch list phase.

IV. A/E'S RESPONSIBILITIES

Perform services as described in Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

- Administer the bid process, as described under Section II, Scope of Services.
- Receive and route bidder questions, and issue addenda with A/E's responses.
- Receive and route contractor submittals, and distribute response following A/E's review.
- Review contractor's administrative submittals as described under Section II, Scope of Services.

VI. DELIVERABLES

- Written responses to bidder questions – submitted to City.
- Recommendation of award letter.
- Memorandums presenting shop drawing review comments – submitted to City.
- Written responses to contractor RFIs – submitted to City.
- Written responses to contractor change order requests - submitted to City.
- Conformed to construction record drawings.

VII. A/E'S COMPENSATION

Task Order No. 12-06-BV/W

For Task Order No. 12-06-BV/W, the A/E was authorized the not-to-exceed amount of $14,037.00.

For Revision No. 1 to the Task Order No. 12-06-BV/W, the A/E was authorized the not-to-exceed amount of $79,984.00.
For Task Order No. 16-01-BV/W, the City shall compensate the A/E the lump sum amount of $29,988.72 for Tasks 1 and 2, per Appendix A.

The total amount for all Task Orders shall not exceed $124,009.72.

VIII. **PROJECT TEAM**

Black & Veatch Corporation. No subconsultants are proposed to work on this project.

IX. **MISCELLANOUS**

In the event of a conflict between this Task Order No. 16-01-BV/W and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Task Order 16-01-BV/W 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)

Black & Veatch Corporation

(Company Name)

By: ____________________________
    (Signature)
    Rafael sales, P.E., Assoc. Vice President
    (Printed Name and Title)

Date: ____________________________

WITNESSES:

By: ____________________________
    (Signature)
    Ilify Carnes
    (Printed Name)

By: ____________________________
    (Signature)
    Olena Lysivyn
    (Printed Name)
### I. Task No. 16-01-BWV

**Water Resources Department Facility Back-up Power Improvements**

**City of St. Petersburg**

**Work Task Breakdown**

#### Appendix A

<table>
<thead>
<tr>
<th>Task</th>
<th>Direct Labor, Rate Classification</th>
<th>Time</th>
<th>Hours</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>0.4</td>
<td>0.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>0.02</td>
<td>0.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>0.05</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>0.08</td>
<td>1.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>0.08</td>
<td>1.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>0.10</td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>0.10</td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>0.10</td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>0.10</td>
<td>2.00</td>
<td></td>
</tr>
</tbody>
</table>

#### II. Fee Limit

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowance</td>
<td>$50.00</td>
</tr>
<tr>
<td>Lump Sum Cost</td>
<td>$29,988.72</td>
</tr>
<tr>
<td>Total</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

#### III. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Labor</th>
<th>Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Construction Phase Services</td>
<td>12</td>
<td>$20.00</td>
<td>$240.00</td>
</tr>
<tr>
<td></td>
<td>Bidding Phase Services</td>
<td>20</td>
<td>$20.00</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

#### IV. Notes

1. Allowance to be used only upon City's written authorization.
2. Includes 5% material of subcontractor (per contract).
3. Includes expenses (travel to site, contour, postage, telephone, reproduction).
4. Direct labor + profit (per contract).

### Project No. 18075-111
MEMORANDUM

Council Meeting of April 19, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the Appointment of a Regular and an Alternate member to the Development Review Commission

I respectfully request that Council confirm the appointment of Matt Walker as a regular member to the Development Review Commission to serve an unexpired three-year term ending September 30, 2018.

I respectfully request that Council confirm the appointment of Freddy Cuevas as an alternate member to the Development Review Commission to serve an unexpired three-year term ending September 30, 2019.

Copies of their resumes have been provided to the Council office for your information.

RK/cs
Attachment
cc: D. Goodwin, Planning & Economic Development Director
E. Abernethy, Zoning Official
A RESOLUTION CONFIRMING THE
APPOINTMENT OF A REGULAR AND AN
ALTERNATE MEMBER TO THE
DEVELOPMENT REVIEW COMMISSION; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
this Council hereby confirms the appointment of Matt Walker as a regular member to the

BE IT FURTHER RESOLVED that Council confirms the appointment of Freddy
Cuevas as an alternate member to the Development Review Commission to serve an unexpired
three-year term ending September 30, 2019.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council
FROM: James A. Corbett, Director, Codes Compliance Assistance
DATE: April 5, 2018
SUBJECT: Retention of Weidner Law P.A. as Special Legal Counsel

On February 5th, 2015 City Council approved a pilot program to use Special Legal Counsel to perform legal services related to certain foreclosure and collection matters. In the pilot program the City retained Weidner Law P.A. and The Law Firm of J. Alexander Bauman.

During this pilot program Weidner Law P.A. has performed to the City’s satisfaction as it relates to quantity, timeliness, and desired outcomes. Based on this performance by Weidner Law P.A. the City decided to continue to utilize their services for the program.

As the pilot program was exploratory in nature the payment structure was constructed to consider the risk taken by the City and Weidner Law. Based on the experience obtained by processing over 200 cases, the City has negotiated a new agreement with Weidner Law to replace the pilot program agreement.

The new agreement terms are substantially the same, with the following changes:

- Elimination of any contingency fee payment;
- Attorney entitled to $1,000 plus court costs when the City acquires a property at auction or a deed in lieu of foreclosure.
- If property is sold at auction to a third-party bidder, attorney is entitled to expenses and attorney’s fees as set forth in the Final Judgement. Such fees typically do not exceed $2,500.
- If attorney anticipates cost and expenses will exceed $2,000 in any case, the Attorney shall contact the City Attorney to decide if the City would like to continue with the case.

Staff anticipates that the new agreement will limit our costs when the City acquires property through foreclosure and reduce our overall costs. Weidner Law has also agreed to the proposed new contract.
To date the City and Weidner Law have affected 242 properties as follows:

<table>
<thead>
<tr>
<th>Settlement Agreement</th>
<th>23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreclosed and sold at judicial auction</td>
<td>140</td>
</tr>
<tr>
<td>Liens paid prior to Auction</td>
<td>45</td>
</tr>
<tr>
<td>Foreclosure Complaint filed</td>
<td>20</td>
</tr>
<tr>
<td>Demand Letter sent prior to Foreclosure Complaint</td>
<td>14</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>242</strong></td>
</tr>
</tbody>
</table>

The revenue and expenses associated with these properties is as follows:

<table>
<thead>
<tr>
<th>Revenue</th>
<th>$1,916,467.34</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenses</td>
<td>$677,938.32</td>
</tr>
<tr>
<td><strong>Net Proceeds</strong></td>
<td><strong>$1,238,529.02</strong></td>
</tr>
</tbody>
</table>

CC: Robert Gerdes, Administrator, Neighborhood Affairs
    Jacqueline Kovilaritch, City Attorney
    Brad Tennant, Assistant City Attorney

Attachments: Proposed resolution for continued retention of Weidner Law P.A. as Special Legal Counsel
             Weidner Law P.A. contingent fee agreement
A RESOLUTION APPROVING THE CONTINUED RETENTION OF MATTHEW WEIDNER, AND HIS FIRM, WEIDNERLAW P.A. AS SPECIAL LEGAL COUNSEL TO THE CITY TO PERFORM LEGAL SERVICES RELATED TO FORECLOSURE AND COLLECTION MATTERS UNDER THE NEW AGREEMENT; AUTHORIZING PAYMENT FOR SUCH SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHERERAS, City Council approved the retention of Matthew Weidner, and his firm, WeidnerLaw P.A. and Alex Bauman, and his firm, The Law Firm of J. Alexander Bauman, as Special Legal Counsel to the City to perform certain legal services related to certain foreclosure and collection matters on February 5, 2015 with Resolution No. 2015-072; and

WHEREAS, pursuant to Section 3.06 of the City Charter, the services to be performed by the Special Legal Counsel are be as delegated by the City Attorney set forth above in said resolution; and

WHEREAS, under said resolution, payment for these services to be paid from the funds available in Fund 3000, Award 81037, Project 14601; and

WHEREAS, Mr. Weidner has performed these services to the satisfaction of Administration through the term of the original agreement; and

WHEREAS, Administration would like to continue its relationship with Mr. Weidner for the same purposes as identified in the original resolution; and

WHEREAS, Administration has negotiated and executed a new agreement with Mr. Weidner with substantially similar terms as the previous agreement ("New Agreement"); and

WHEREAS, Administration recommends approval of the new agreement.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the continued retention of Matthew Weidner, and his firm, WeidnerLaw P.A as Special Legal Counsel to the City under the New Agreement is hereby approved.

BE IT FURTHER RESOLVED that the City Council of the City of St. Petersburg authorizes continued payment for these services from the funds available in Fund 4021, Department 110, Division 1129, and Fund 0001, Department 110, Division 1125.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney (designee)
CONTINGENT FEE AGREEMENT

City Council and the Mayor have approved Matthew D. Weidner, Esq. and his firm, WeidnerLaw, PA, (hereinafter collectively called "the Attorney") as a special assistant city attorney under the supervision of the City Attorney for the limited purposes set forth herein and no other purpose. All communication with the City by the Attorney related to the matters herein shall be through the City Attorney, his designated Assistant City Attorney, or any City employee designated by the City Attorney for this purpose.

In consideration of the legal services to be rendered by Attorney for any claims that his Client, the City of St. Petersburg, (hereinafter called the ‘Client’ or ‘City’) may have related to the collection of code enforcement, utility, and special assessment liens (hereinafter these may also be referred to collectively as ‘cases’) which will be assigned to Attorney in writing by the City Attorney, the parties agree to the following terms.

The City Attorney or their designee may assign cases to the Attorney and the Attorney may accept or reject any case. The City Attorney may rescind the assignment of any case, at which time, the Attorney shall deliver a copy of the complete file to the City Attorney and take no further action in representing the Client related to that case (costs, expenses, and fees shall be handled as later set forth in this Agreement).

The Attorney will make a demand for payment of attorney's fees and costs in all cases in which they are allowed to be awarded. Attorney shall be entitled to any such fees awarded by the court or agreed to by opposing parties for each case assigned to Attorney. In any case in which a foreclosure action is filed by Attorney and the City obtains title of the property, but court-awarded or settlement fees are not available, Attorney shall be entitled to $1,000, plus costs, per case. This includes, but is not limited to, cases in which the City acquires the property at auction or a deed in lieu of foreclosure is given to the City. In any case in which a foreclosure action is filed by Attorney, but a homeowner enters into a special assessment lien modification agreement with
the City prior to a final judgment being entered, Attorney shall be entitled to any costs expended in
the case. This fee schedule is amended or limited as specifically set forth in the remainder of this
Agreement.

**GENERAL TERMS**

**Costs and Expenses other than Attorney’s Fees.**

The Attorney will advance all costs and expenses other than attorney’s fees which are
related to litigation including filing fees, title search, service of process and other costs or
expenses which are necessary to file the foreclosure action and obtain title to the property. In
the case of a foreclosure final judgment, the Attorney will provide details of all costs and
expenses incurred to the court and seek to have all costs and expenses incorporated into the
Final Judgment by the court. Any sale should include recovery of any additional compensable
costs and expenses recoverable by the Client (costs for publication of sale, etc.) after issuance of
the Final Judgment.

The Attorney will coordinate the City’s participation in bidding in any foreclosure auction. At
the auction, three scenarios may occur.

a) In the case of the purchase of a foreclosure property by a third party bidder who bids the
full amount of the Final Judgment, all costs and expenses and attorney’s fees, as set forth
in the Final Judgment, are paid by that third party bidder.

b) In the case of the purchase of a foreclosure property by a third party bidder who bids
the less than the full amount of the Final Judgment, not all costs and expenses and
attorney’s fees, as set forth in the Final Judgment, are paid by that third party bidder.

c) No third party bidder takes title to the property at the public foreclosure auction and the
City bids the Final Judgment and obtains title.

After the public auction, the Attorney will provide a written report to the City Attorney of the
results of the public auction, which shall include a check from the public auction, if any, and a copy
of the Final Judgment showing all costs and expenses awarded.

The Client and the Attorney recognize that the costs and expenses of all cases must be
carefully monitored so that the Client is not incurring cumulative costs and expenses
associated with cases for properties for which the Client will see little or no financial recovery in
the short term. The Attorney estimates that the total costs and expenses other than attorney's
fees associated with each foreclosure case should normally not exceed $2,000. If the Attorney
anticipates that such costs and expenses will exceed $2,000 in any case, the Attorney shall contact
the City Attorney as soon as that becomes apparent and the Client shall determine whether to
continue with the case or not. If Client decides to continue with the case, any new cost limitations
must be approved in writing by City Attorney.

The City Attorney and the Attorney will manage the inventory of cases such that the
Client's maximum exposure for outstanding costs for all matters handled by the Attorney will not
exceed $100,000 at any given time.

**Miscellaneous Provisions**

a) The Client acknowledges that the Attorney has explained that the Client could bear
Defendant costs and attorney's fees if the Defendant prevails. An example of this outcome would
be if liens the Client has directed Attorney to foreclosure have already been paid or satisfied.

b) Attorney shall not file any action unless he has a reasonable belief of success. Any
concerns about a case should be communicated to the City Attorney prior to filing.

Artorney is responsible for verifying lien information prior to filing any action.

c) If no recovery is obtained and no property is returned to Client, no fee shall be
payable to the Attorney.

d) Associate Counsel may be employed at the discretion of and at the expense of the
Attorney.

e) Attorney has agreed to provide mentoring/training to any assistant city attorneys
designated by the City Attorney for such mentoring/training, in order to share his expertise and methods for collection in these type matters at no cost to the City in order to assist the City in future collection efforts.

f) The Client agrees not to compromise any claim which has been forwarded to Attorney without the Attorney's consent and the Attorney is not authorized to compromise any claim without the Client's consent.

g) Attorney agrees and acknowledges that there may be certain issues that arise in a case that, while not essential to resolution of the foreclosure action, may address important collateral issues that the Client wishes to address before the courts. The Attorney agrees to work with the City Attorney's office to identify such issues and allocate responsibility for handling such issues when they arise.

h) The undersigned Client has, before signing this Agreement, received and read the Statement of Client's Rights, and understands each of the rights set forth therein. The undersigned Client has signed the Statement and this Agreement and received signed copies to keep and to refer to while being represented by the undersigned Attorney.

i) This Agreement may be terminated by Client at any time by written notification to the Attorney. If terminated within 3 business days of the date the Agreement was signed, as shown below, the Client shall not be obligated to pay any fees to the Attorney for any work performed during that time. If terminated after three business days, the Client and the Attorney shall discuss the status of each case and, after reviewing the factors for attorney's fees set forth above, the Client in its' sole discretion shall determine whether to pay Attorney any attorney's fees and the amount thereof. Attorney may terminate this representation after providing reasonable notice to the City in writing and shall not be entitled to any attorney's fees for any work.

j) If the Attorney has paid any approved costs or expenses in the representation of the Client in any case, the Attorney is entitled to be reimbursed for such amounts that the
Attorney has reasonably advanced on behalf of the Client.

k) 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.

l) Attorney 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 including but not limited to Florida laws regarding public records (e.g., Chapter 119, Florida Statutes, and specifically Chapter 119.0701(2)(b)1.-4.). In the event that Attorney receives a public records request pursuant to Chapter 119, Florida Statutes, Attorney shall immediately notify the City Attorney’s Office in writing. Attorney shall obtain written approval from the City Attorney’s Office prior to releasing or disclosing public records because exemptions may apply. Attorney shall also comply with instructions of the City Attorney’s Office and all City policies and procedures regarding public records. The Attorney shall retain all records maintained by Attorneys for each case and make them available to Clients within three (3) days of request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR’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.
By execution of this Agreement, the parties agree to be bound by the terms and conditions as set forth herein.

Matthew
Weidner

MATTHEW WEIDNER, ESQ.
250 Mirror Lake Dr N
St. Petersburg FL 33701

Date: _____________________________
STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.

2. Any contingent fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain Court approval before withdrawing from a case. If you discharge your lawyer without a good cause after the three-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 1-850-561-5600 or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to Court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit.