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.

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

Detective Wayne M. Barry - May 23, 1969
Firefighter Robert F. Parker - May 10, 1969
Officer Frank A. Pike - May 19, 1933

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

Public Hearings

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

1. Approving a Substantial Amendment (“Amendment”) to the City’s FY 2017/18 Annual Action Plan to provide previously appropriated Community Development Block Grant (“CDBG”) funding in the amount of $165,215.06 to the CDBG Economic Development 17/18 Project (#16239) to pay off the CDBG debt service in the amount of $166,982 on the JP Morgan Chase 2011 Non Ad Valorem Refunding Note that satisfied a portion of the City’s Section 108 Loan (“Loan”); authorizing the reallocation of funding from (i) the CDBG Rental Rehabilitation 16/17 Project (#16019) in the amount of $60,000 and (ii) the...
CDBG Administration 17/18 Project-Program Delivery (#16234-02) in the amount $17,159.21; approving the allocation of $88,055.85 from the undesignated balance in the Community Development Block Grant Fund (1111); authorizing the Mayor or his designee to submit the amendment to the U.S. Department of Housing and Urban Development (“HUD”) and to execute all documents necessary to effectuate this transaction.

E. Reports

1. St. Petersburg Police Department Quarterly Report - Chief Holloway

2. Update on Feasibility of Multi-Family Recycling

3. Approving a transfer in the amount of $53,500 from the unappropriated balance of the Sanitation Operating Fund (4021) to the Water Resources Operating Fund (4001) to reimburse maintenance costs paid on certain assets; approving a transfer in the amount of $1,163,972.62 from the unappropriated balance of the Sanitation Operating Fund (4021) to the Water Resources Debt Service Fund (4002) to reimburse prior principal paid in the amount of $885,428.62 from the Build America Bonds 2010a and in the amount of $278,544.00 from the 2013a Public Utility Bonds.

4. Lease Agreement – Tampa Bay Watch, Inc. at the New St. Pete Pier.

5. Sewer Report

   (a) Authorizing the Mayor or his designee to execute Task Order No. 16-02-GFY/W to the architect/engineering agreement between the City of St. Petersburg, Florida and George F. Young, Inc. (A/E) dated December 13, 2016 for A/E to provide professional engineering services related to the Lift Station No. 42 (Jim Walter) Improvements Project in an amount not to exceed $88,870.95 (Engineering Project No.18097-111; Oracle No. 16355).

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

1. An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances (Grant Assurances) which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration (FAA) Grant (Grant) in an amount not to exceed $400,000 which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title, or other interests in Albert Whitted Airport (Airport), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed $400,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

G. New Business

1. Referring to the BF&T Committee to add to the Weeki Wachee Fund Project List funding for a Skating Rink in the South St. Petersburg CRA. (Chair Wheeler-Bowman)

2. Referring to the BF&T Committee to add to the Weeki Wachee Fund Project List funding for an Exercise Zone and Playground in Broadwater Park. (Chair Wheeler-Bowman)
3. Referring to the BF&T Committee to remove the Youth Sports Field at Thurgood Marshall Middle School from the Weeki Wachee Project List. (Chair Wheeler-Bowman)

4. Requesting administration to RFP/RFQ the Biosolids and Waste to Energy Project economic impact analysis and complete the second peer review as promised in the August 2017 Committee of the Whole. (Councilmember Foster)

5. Referring to the Youth and Family Services Committee a discussion regarding grant funding of an educational program designed to address Adverse Childhood Experiences (ACES) in St. Petersburg’s southside elementary schools. (Councilmember Foster)

6. Requesting the City Legal Department draft an ordinance to amend Chapter 8 of the City Code to create criteria for the Building Official to accept or deny private provider inspections from specific builders or from specific private inspectors. (Councilmember Foster)

7. Requesting a discussion for City Council to create a Summer Shadowing Program. (Councilmember Kornell)

8. Referring to the May 31, 2018 Committee of the Whole for an update of the Bio-Solids to Energy Project. (Councilmember Montanari)

H. Council Committee Reports

1. Co-Sponsored Events Committee (4/19/18)

(a) Ordinance providing for the sale and consumption of alcoholic beverages in Lake Vista Park on July 14th.

(b) Resolution in accordance with City Code Section 21-38(d) exempting Tampa Bay Bluesfest (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispersed, possessed, used, and/or consumed at the venue during the event as set forth herein.

(c) Approving events for co-sponsorship in name only by the City for FY2019; waiving the non-profit requirement of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by; Full Throttle Multi Media, Inc, Tampa Bay Beach Bums, LLC., Paragon Fine Arts Festivals, Inc., Paragon Festivals, Inc. and Sideline Apparel, Inc. authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

(d) Approving events for co-sponsorship in name only by the City for FY2018; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

(e) Resolution in accordance with City Code Section 21-38(d) exempting Country Music Festival (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispersed, possessed, used, and/or consumed at the venue during the event as set forth herein.

(f) Resolution in accordance with City Code Section 21-38(d) exempting St. Petersburg Seafood and Music Festival (Vinoy Park) from the beer and wine only restrictions in
City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used, and/or consumed at the venue during the event as set forth herein.

2. Budget, Finance & Taxation Committee (4/26/18)
3. Public Services & Infrastructure Committee (4/26/18)
4. Housing, Land Use & Transportation Committee (4/26/18)
5. Committee of the Whole: FY19 CIP Budget (4/26/18)

I. **Legal**

J. **Open Forum**

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

(Procurement)

1. Accepting a bid from Rowland, Inc., in the amount of $1,684,137.50, for the Downtown Water Main Replacement Project and the Downtown Conduit Installation, for Fiber Optic to the Pier Project, (Engineering Project Nos. 17054-111 and 18077-110; Oracle Nos. 15939 and 15056).

2. Accepting a proposal from Boley Centers, Inc. for management services for the After School Youth Employment Program (ASYEP) and Summer Youth Intern Program (SYIP) for the Community Services Department, at an estimated annual cost of $400,000, for a total contract amount of $1,200,000. The agreement will commence on August 1, 2018 and replace the current agreement with Boley that renewed on April 5, 2018.

(City Development)

(Leisure Services)

(Public Works)

(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 renewal of a blanket purchase agreement with Parkmobile, LLC for pay-by-phone parking services, at an estimated annual revenue of $45,000, for a total revenue amount of $211,000.

2. Approving the purchase of three radio dispatch consoles from Motorola Solutions, Inc., a sole source supplier, for the Police Department, at a total cost of $192,869, and approving a supplemental appropriation in the amount of $82,500 from the Public Safety Capital Improvement Fund (3025), and providing an effective date.

3. Accepting a proposal from GP Strategies Corporation for disaster-related reimbursement consulting services for the Office of the City Auditor; and authorizing the Mayor or the Mayor’s designee, to execute all documents necessary to effectuate this transaction.

(City Development)

4. Resolution approving the plat of Marina Bay Garden Villas, generally located south of the Pinellas Bayway along Franklin Court South at the intersection of College Avenue South. (City File: 16-20000010)

5. A resolution authorizing the Mayor, or his designee, to execute a License Agreement with Executive Helicopter Tours, Inc., a Florida corporation, for the use of ±70 square feet of space within the lobby of Hangar No. 1 located within Albert Whitted Airport. (Requires affirmative vote of at least six (6) members of City Council.)

6. A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with the United States Coast Guard ("USCG") for use of space at the entrance to the Municipal (Central) Yacht Basin for supporting navigational lights, at no cost to the USCG. (Requires affirmative vote of at least six (6) members of City Council.)

(Leisure Services)

7. Authorizing the Mayor or his designee to execute Task Order No. 16-02-LEP/T ("Task Order") to the Architect/Engineering Agreement between the City of St. Petersburg, Florida ("City") and Landis, Evans + Partners ("A/E"), dated May 13, 2016, for A/E to provide design and bidding services related to the 6th Avenue South Separated Bikeway
8. 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).

9. Authorizing the Mayor or his designee to execute Task Order No. 16-02-GFY/W to the architect/engineering agreement between the City of St. Petersburg, Florida and George F. Young, Inc. (A/E) dated December 13, 2016 for A/E to provide professional engineering services related to the Lift Station No. 42 (Jim Walter) Improvements Project in an amount not to exceed $88,870.95 (Engineering Project No.18097-111; Oracle No. 16355). [MOVED TO REPORTS AS E-5(a)]

10. Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-01-GFY/W (“Task Order”) to the Architect/Engineering Agreement dated December 13, 2016, between the City of St. Petersburg, Florida and George F. Young, Inc. (“A/E”) for A/E to provide construction phase services for the Downtown Water Main Replacement Project in an amount not to exceed $71,398.06, providing that the total Task Order, as amended, shall not exceed $249,329.06; (Engineering Project No. 17054-111 and Oracle No. 15939).

(Appointments)

11. Confirming the appointment of Nicholas Hernandez, and George Stovall as regular members to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2019.

(Miscellaneous)

12. Resolution dissolving the City of St. Petersburg International Relations Committee (“Committee”); superseding Resolution 2001-333 and Resolution 95-837 as amended by Resolution 2004-22, relating to the creation and administration of the Committee.
Note: An abbreviated listing of upcoming City Council meetings.

**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 a.m., Room 100*

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

**Committee of the Whole: FY19 CIP Budget**  
*Thursday, April 26, 2018, 2:30 p.m., Room 100*

**Committee of the Whole: FY19 Operating Budget**  
*Tuesday, May 8, 2018, 8:30 a.m., Room 100*

**Budget, Finance & Taxation Committee**  
*Thursday, May 10, 2018, 8:00 a.m., Room 100*

**Committee of the Whole: Hurricane Irma After Report**  
*Thursday, May 10, 2018, 9:30 a.m., Room 100*

**Public Services & Infrastructure Committee (CANCELED)**  
*Thursday, May 10, 2018, 10:30 a.m., Room 100*

**Health, Energy, Resiliency & Sustainability Committee (CANCELED)**  
*Thursday, May 10, 2018, 10:30 a.m., Room 100*

**CRA/Agenda Review**  
*Thursday, May 10, 2018, 1:30 p.m., Room 100*

**City Council Meeting**
Thursday, May 10, 2018, 3:00 p.m., Council Chamber

FY19 Budget Open House  
Monday, May 14, 2018, 6:00 p.m., Coliseum

Consolidated Plan Review Committee  
Friday, May 18, 2018, 8:30 a.m., Room 100
Civil Service Board
1 Regular Member
(Term expires 9/30/10)

City Beautiful Commission
1 Regular Member
(Term expires 9/30/10)

Nuisance Abatement Board
1 Regular Member
(Term expires 9/30/10)

Nuisance Abatement Board
1 Regular Member
(Term expires 9/30/10)
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 approving a Substantial Amendment ("Amendment") to the City’s FY 2017/18 Annual Action Plan ("Plan") to provide previously appropriated Community Development Block Grant ("CDBG") funding in the amount of $165,215.06 to the CDBG Economic Development 17/18 Project (#16239) to pay off the CDBG debt service in the amount of $166,982 on the JP Morgan Chase 2011 Non Ad Valorem Refunding Note ("Debt") that satisfied a portion of the City’s Section 108 Loan ("Loan"); authorizing the reallocation of funding from (i) the CDBG Rental Rehabilitation 16/17 Project (#16019) in the amount of $60,000, and (ii) the CDBG Administration 17/18 Project-Program Delivery (#16234-02) in the amount $17,159.21; approving the allocation of $88,055.85 from the undesignated balance in the Community Development Block Grant (CDBG) Fund (1111); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: On August 3, 2017, City Council by Resolution Number 2017-449 approved the FY 2017/18 Annual Action Plan ("Annual Action Plan") that provided Community Development Block Grant ("CDBG") funding to various projects. The U.S. Department of Housing and Urban Development ("HUD") approved the City’s request to utilize its CDBG funding to satisfy the repayment of the City’s bond issue which satisfied the Section 108 Loan with payments beginning in August 2008 through February 2021.

The City previously allocated $102,775.77 in CDBG funding in its FY 2017/18 Annual Action Plan budget to pay the JP Morgan Chase 2011 Non Ad Valorem Refunding Note ("Debt") which satisfied a portion of the Section 108 Loan. On February 28, 2018, $101,008.83 was expended towards this obligation, leaving $1,766.94 to be used towards the advance payment of $166,982. On March 15, 2018, City Council approved transfers and supplemental appropriations to provide for the extinguishment of the Debt due to the new changes in the tax code. In addition, this will allow for more CDBG funding in the next fiscal year for additional initiatives/strategies.

Satisfying this obligation by providing additional CDBG funding during FY 2017/18 will also assist the City in increasing its expenditure rate which will substantially lower its requirement for compliance with HUD’s 1.5:1 Timeliness Ratio, which is conducted prior to July 31 of each year.

Prior to taking action on this Amendment, City Council must hold a public hearing to receive comments from the public on the proposed amendment. After approval, the Amendment will be forwarded to HUD for approval.
A public notice was published on March 23, 2018, in the Tampa Bay Times to notify the public of the proposed Amendment and of the public hearing to be held on May 3, 2018, which complies with the Citizen Participation requirements of the Consolidated Plan.

COST/FUNDING/ASSESSMENT INFORMATION:

Funds are currently appropriated in the CDBG program (Fund 1111). Upon adoption of the Amendment: 1) reallocate funding from the CDBG Rental Rehabilitation 16/17 Project (#16019) in the amount of $60,000; 2) reallocate funding from the CDBG Administration 17/18 Project-Program Delivery (#16234-02) in the amount $17,159.21; and 3) allocate $88,055.85 from the undesignated balance in the CDBG Fund (1111), to the CDBG Economic Development 17/18 Project (#16239).

RECOMMENDATION:

Administration recommends adoption of the attached resolution approving a Substantial Amendment ("Amendment") to the City’s FY 2017/18 Annual Action Plan ("Plan") to provide previously appropriated Community Development Block Grant ("CDBG") funding in the amount of $165,215.06 to the CDBG Economic Development 17/18 Project (#16239) to pay off the CDBG debt service of $166,982 on the JP Morgan Chase 2011 Non Ad Valorem Refunding Note ("Debt") that satisfied a portion of the City’s Section 108 Loan ("Loan"); the reallocation of funding from (i) the CDBG Rental Rehabilitation 16/17 Project (#16019) in the amount of $60,000, and (ii) the CDBG Administration 17/18 Project-Program Delivery (#16234-02) in the amount $17,159.21; the allocation of $88,055.85 from the undesignated balance in the CDBG Fund (1111); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to effectuate this transaction; and providing an effective date.

ATTACHMENTS: Resolution

APPROVALS:

Administration: [Signature]

Budget: [Signature] 4/6/18

Legal: 00370395.doc v2
Resolution No. 2018 -

A RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT ("AMENDMENT") TO THE CITY'S FY 2017/18 ANNUAL ACTION PLAN TO PROVIDE PREVIOUSLY APPROPRIATED COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDING IN THE AMOUNT OF $165,215.06 TO THE CDBG ECONOMIC DEVELOPMENT 17/18 PROJECT (#16239) TO PAY OFF THE CDBG DEBT SERVICE IN THE AMOUNT OF $166,982 ON THE JP MORGAN CHASE 2011 NON AD VALOREM REFUNDING NOTE THAT SATISFIED A PORTION OF THE CITY’S SECTION 108 LOAN ("LOAN"); AUTHORIZING THE REALLOCATION OF FUNDING FROM (I) THE CDBG RENTAL REHABILITATION 16/17 PROJECT (#16019) IN THE AMOUNT OF $60,000 AND (II) THE CDBG ADMINISTRATION 17/18 PROJECT-PROGRAM DELIVERY (#16234-02) IN THE AMOUNT $17,159.21; APPROVING THE ALLOCATION OF $88,055.85 FROM THE UNDESIGNATED BALANCE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND (1111); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received approval from U.S. Department of Housing and Urban Development ("HUD") to begin paying the debt service on the bond issue that satisfied the Section 108 Loan in August 2008 through February 2021; and

WHEREAS, on August 3, 2017, City Council by Resolution Number 2017-449 approved the City’s FY 2017/18 Annual Action Plan ("Plan"), providing funding to various projects; and

WHEREAS, the City previously allocated $102,775.77 in CDBG funding during its FY 2017/18 Plan to pay the debt service on the JP Morgan Chase 2011 Non Ad Valorem Refunding Note which satisfied a portion of the Section 108 Loan; and

WHEREAS, on February 28, 2018, $101,008.83 was expended towards this obligation, leaving $1,766.94 to be used towards the advance payment of $166,982; and

WHEREAS, on March 15, 2018, City Council approved transfers and supplemental appropriations to provide for the extinguishment of the JP Morgan Chase 2011 Non Ad Valorem Refunding Note due to the new changes in the tax code; and
WHEREAS, the advancement of funding in the amount of $166,982 to extinguish the JP Morgan Chase 2011 Non Ad Valorem Refunding Note will provide the City more CDBG funding in the next fiscal year for additional initiatives/strategies; and

WHEREAS, satisfying this obligation by providing additional CDBG funding will also assist the City in increasing its expenditure rate which will substantially lower its requirement for compliance with HUD’s 1.5:1 Timeliness Ratio on or before the end of July of each year.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a Substantial Amendment (“Amendment”) to the City’s FY 2017/18 Annual Action Plan to provide previously appropriated Community Development Block Grant (“CDBG”) funding in the amount of $165,215.06 to the CDBG Economic Development 17/18 Project (#16239) to pay off the CDBG debt service in the amount of $166,982 on the JP Morgan Chase 2011 Non Ad Valorem Refunding Note that satisfied a portion of the City’s Section 108 Loan (“Loan”) is hereby approved.

BE IT FURTHER RESOLVED that the reallocation of funding from (i) the CDBG Rental Rehabilitation 16/17 Project (#16019) in the amount of $60,000 and (ii) the CDBG Administration 17/18 Project-Program Delivery (#16234-02) in the amount $17,159.21 is hereby authorized by this Council.

BE IT FURTHER RESOLVED that the allocation of $88,055.85 from the undesignated balance in the Community Development Block Grant Fund (1111) is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to submit the Amendment to the U.S. Department of Housing and Urban Development (“HUD”) and to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: 
Administration:

Budget: 

Legal: 00370394.doc v2
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: Approving a transfer in the amount of $53,500 from the unappropriated balance of the Sanitation Operating Fund (4021) to the Water Resources Operating Fund (4001) to reimburse maintenance costs paid on certain assets; approving a transfer in the amount of $1,163,972.62 from the unappropriated balance of the Sanitation Operating Fund (4021) to the Water Resources Debt Service Fund (4002) to reimburse prior principal paid in the amount of $885,428.62 from the Build America Bonds 2010A and in the amount of $278,544.00 from the 2013A Public Utility Bonds; and providing an effective date.

EXPLANATION:

The City, through its Water Resources Department and Sanitation Department, had previously approved a project as a joint fueling station as part of the City’s overall Biosolids project plan, which was funded by Water Resource Bond Proceeds and Sanitation on a 90%/10% basis, respectively. After further review and evaluation, the scope of the project has changed and the Sanitation Department will now use certain assets on a 100% percent basis. As the assets were acquired with Water Resource Debt Proceeds, including $885,428.62 from the 2010A Build America Bonds and $278,544.00 from the Public Utility 2013A Bonds, as well as $53,500 of maintenance costs paid by the Water Resource Operation Fund, and after consultation with bond counsel, it is necessary for the Sanitation Fund to reimburse the Water Resource Public Utility as a “true up” based on the post-issuance change in circumstances. The funds transferred to the Water Resources Debt Service Fund are to be used by Administration to only reimburse prior principal payments made in the amount of $885,428.62 from the Build America Bonds 2010A and in the amount of $278,544.00 from the 2010A Public Utility Bonds.

The maintenance costs paid to date ($53,500 through June 1, 2018) from the Water Resources Operating Fund will also be reimbursed by the Sanitation Fund. Funding for the remaining portion of the maintenance cost for FY18 is available in the Sanitation Operating Fund FY18 Adopted Budget.

RECOMMENDATION: Administration recommends adoption of the attached resolution.
COST/FUNDING/ASSESSMENT INFORMATION:
Funding for the reimbursements as described above will be available after the above referenced transfers
are completed. Funding for the remainder of the FY18 maintenance costs is available in the Sanitation
Operating Fund’s FY18 Adopted Budget.

ATTACHMENTS: Resolution

APPROVALS:

DEVERIS C. FULLER 4.18.18
Chief Financial Officer
Budget & Management
A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF $53,500 FROM THE UNAPPROPRIATED BALANCE OF THE SANITATION OPERATING FUND (4021) TO THE WATER RESOURCES OPERATING FUND (4001) TO REIMBURSE MAINTENANCE COSTS PAID ON CERTAIN ASSETS; APPROVING A TRANSFER IN THE AMOUNT OF $1,163,972.62 FROM THE UNAPPROPRIATED BALANCE OF THE SANITATION OPERATING FUND (4021) TO THE WATER RESOURCES DEBT SERVICE FUND (4002) TO REIMBURSE PRIOR PRINCIPAL PAID IN THE AMOUNT OF $885,428.62 FROM THE BUILD AMERICA BONDS 2010A AND IN THE AMOUNT OF $278,544.00 FROM THE 2013A PUBLIC UTILITY BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in FY15, the Water Resources Department and the Sanitation Department approved a joint fueling station project as part of the City’s Biosolids Project; and

WHEREAS, the joint fueling station project was to be 90% funded by Water Resource Bond Proceeds and 10% funded by Sanitation operating funds; and

WHEREAS, the City is no longer moving forward with the joint fueling station as part of the Biosolids Project; and

WHEREAS, certain assets previously purchased for the joint fueling station (including maintenance on such assets) will now be used and maintained by the Sanitation Department on a 100% basis; and

WHEREAS, the Sanitation Department must reimburse the Water Resources Department for payments previously made out of the Water Resources Operating Fund and Water Resources Debt Service Fund for such assets previously purchased for the joint fueling station (including maintenance on such assets); and

WHEREAS, funding for the remaining portion of the maintenance cost is available in the Sanitation Operating Fund FY18 Adopted Budget.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there are hereby approved the following transfers for FY 2018:

Sanitation Operating Fund (4021)  
Transfer to: Water Resources Operating Fund (4001) $53,500.00
Sanitation Operating Fund (4021)  
Transfer to: Water Resources Debt Service Fund (4002) $1,163,972.62

BE IT FURTHER RESOLVED that the funds transferred to the Water Resources Debt Service Fund are to be used by Administration to only reimburse prior principal payments made in the amount of $885,428.62 from the Build America Bonds 2010A and in the amount of $278,544.00 from the 2010A Public Utility Bonds.

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal:  
Administration: 

Budget: 

Page 2 of 2
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 3, 2018

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 Tampa Bay Watch, Inc., a Florida not for profit organization, for the development and operation of an education station and wet classroom at the new St. Pete Pier™ for a five (5) year term, with an aggregate rent of $10, plus common area maintenance charges commencing upon operations, and to execute all documents necessary to effectuate same; authorizing the City Attorney’s Office to make non-substantive changes to the Lease Agreement; 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 Pier known as The Pier Education Station for use as an education station and wet classroom, which will include a classroom of ±1,922 square feet, a storage area of ±130 square feet, an exterior area under roof of ±937 square feet, and interior accessible restrooms (collectively, "Premises"). The City desires for a not-for-profit organization to operate and design the programs for the Premises on The Pier and be responsible for the interior buildout.

In September 2017, Tampa Bay Watch, Inc. ("TBW") made an unsolicited proposal to the City to lease, operate, and manage the Premises, which would include programs focused on marine and environmental education presented to families and tourists during summer camps, afternoon and evening sessions, and utilized as an event venue for corporate meetings and special events. Following consideration of TBW’s unsolicited proposal, City Administration proceeded with a public notification to ensure a competitive process inviting alternative proposals with a deadline of 10:00 a.m. local time on October 31, 2017 ("Public Notice"). The Public Notice was advertised in the Tampa Bay Times on October 1, 2017 and in The Bulletin News on October 5, 2017. The City did not receive any alternative proposals by the deadline set forth in the Public Notice.

At the direction of City Administration, Real Estate & Property Management negotiated a lease agreement with TBW for nominal consideration to provide marine and environmental education to citizens and visitors, incorporating the following business points:

• **TERM:** The term of Lease will be for five (5) years.
• **RENT:** TBW shall pay to the City an aggregate rent of $10 for the Term of the Lease.
• **COMMON AREA MAINTENANCE:** Commencing on the first day of the Operating Period (as defined in the Lease) of the Premises, TBW shall pay the City an amount equal to five dollars ($5) multiplied by the number of interior sq. ft. of the Premises (including the storage space), each Fiscal Year during the Term.
• **CITY IMPROVEMENTS:** The City shall construct the Premises with base tenant finishes including HVAC, flooring and bathroom fit-up. The City shall not be responsible or liable for any costs and expenses related to improvements set forth in the final TI Plan (as defined in the Lease).

• **TBW IMPROVEMENTS:** Commencing the first week after the effective date of the Lease and continuing until Lessee has approved the final TI Plan, the City (including any designated representatives of the City), TBW (including any designated representatives of TBW), and Skanska shall meet on a bi-weekly basis to discuss the interior improvements and any exterior improvements, and develop the TI Plan. The TI Plan shall describe the interior finish and tenant improvements to be constructed by Skanska, the interior finish and tenant improvements to be constructed by TBW, all of Lessee’s equipment that will be on or attached to the Premises, any exterior improvements (e.g., enclosure of open area), a budget, and any other necessary information needed to complete a fully operational educational center. On or before September 7, 2018, TBW shall approve the final TI Plan including the final budget set forth therein. TBW shall be responsible for paying all costs and expenses identified in the final TI Plan to the City.

• **FUNDING COMMITMENT:** TBW shall raise a minimum of $825,000 towards (i) improvements set forth in the final TI Plan for the Premises and (ii) the design and construction of exhibits to be displayed within the Premises. TBW shall provide the City documentation that evidences (i) TBW has raised $250,000 for the improvements set forth in the final TI Plan by August 1, 2018, (ii) TBW has raised $250,000 for the improvements set forth in the final TI Plan by October 20, 2018, and (iii) TBW has raised the remaining $325,000 for the construction of the exhibits by January 14, 2019.

• **TBW MAINTENANCE:** TBW shall, at its cost and expense, maintain the Premises, and all improvements located thereon, including the interior accessible restroom facilities, 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. TBW will enter into and provide annual maintenance contracts on the HVAC system and pest control for the Premises.

• **CITY REPAIR/REPLACEMENT:** The City will be responsible for repairs to the exterior roofing and exterior walls, and provide replacement (but not maintenance) of HVAC systems at the end of their useful life, subject to TBW, as a part of normal operations of the Premises, performing annual maintenance/inspections of subject operating systems. The City will maintain the exterior accessible restroom facilities.

• **INSURANCE:** TBW 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 TBW’s use of the Premises.
The Lease is in compliance with Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, which permits City Council approval of a five (5) year lease term for Waterfront and Park property zoned commercial, with approval by an affirmative vote of at least six (6) members of City Council.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Tampa Bay Watch, Inc., for the development and operation of an education station and wet classroom at the new St. Pete Pier™, for a five (5) year term, with an aggregate rent of $10, plus common area maintenance charges commencing upon operations, and to execute all documents necessary to effectuate same; authorizing the City Attorney’s Office to make non-substantive changes to the Lease Agreement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Lease and Resolution

APPROVALS: Administration: 

Budget: N/A
Attached is the current draft of the Lease Agreement between the City and Tampa Bay Watch that will be discussed at the May 3, 2018, City Council meeting. This draft is under final review and a few non-substantive changes (e.g., internal consistency, typos, paragraph references, and formatting) are anticipated.
LEASE AGREEMENT
BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA
AND
TAMPA BAY WATCH, INC.
City as Owner/Lessor L-6220
(NOMINAL LEASE)

THIS LEASE AGREEMENT ("Lease"), made and entered into this ___ day of May, 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 Tampa Bay Watch, Inc., a Florida not-for-profit organization, ("Lessee"), whose post office address is 3000 Pinellas Bayway South, Tierra Verde, Florida 33715, (collectively "Parties").

WITNESSETH:

WHEREAS, the City currently is 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 within the Pier for use as an education station and wet classroom; and

WHEREAS, such building will consist of a classroom of approximately 1922 square feet, a storage area of approximately 130 square feet, and an exterior area under roof of approximately 937 square feet (collectively "Premises"), which is depicted in Exhibit "B"; and

WHEREAS, the City desires for a non-profit to operate and program the education station and wet classroom on the Premises and be responsible for interior build out; and

WHEREAS, the City desires to enter into this Lease 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 September 2017 the City received an unsolicited proposal from the Lessee to lease, operate and manage the Premises ("Lessee’s Proposal"); and

WHEREAS, upon review of the Lessee’s Proposal the City issued a Public Notice establishing receipt of the Lessee’s Proposal and inviting alternative proposals with a deadline of 10:00 A.M. local time, on October 31, 2017 ("Public Notice"); and

WHEREAS, the Public Notice was advertised in the Tampa Bay Times on October 1, 2017 and in The Bulletin News on October 5, 2017; and

WHEREAS, the City did not receive any alternative proposals by the deadline set forth in the Public Notice; 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, in consideration of nominal lease rent, the Lessee is providing educational opportunities for visitors as a service on behalf of the City; 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. **RECITATIONS:** 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. "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.
   
   2.2. "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.
   
   2.3. "Effective Date" means the date the Mayor or his designee has executed this Lease.
   
   2.4. "Fiscal Year" means that period from October 1st to September 30th.
   
   2.5. "Pre-Opening Period" means the period commencing on the Effective Date and ending on the first day of the Operating Period.
   
   2.6. "Operating Period" means the period commencing at 12:01 a.m. on the opening day of the Pier and continuing throughout the Term.
   
   2.7. "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.

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 five (5) 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. 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. In the event a future referendum to increase the length of the term limitations allowed in the City Charter is approved by voters of St. Petersburg, the Parties may amend this Lease to extend the Term.

6. RENT AND ADDITIONAL RENT:

6.1. The Lessee shall pay to the City the aggregate rent of $10.00 ("Rent") for the Term, together with all applicable taxes, payable in full or before the Effective Date.

6.2. All other money to be paid by the Lessee to the City pursuant to this Lease shall be paid as an additional rent ("Additional Rent"), which is due and payable by the fifteenth (15th) day of the month following the month in which it was incurred. If any Additional Rent is received by the City after the twentieth (20th) day of the month on which payment is due, 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.

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 five dollars ($5) multiplied by the number of interior square feet of the Premises (including the storage space) for common area maintenance ("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.

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 Agreement.

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 licensee. The City acknowledges Lessee’s use of the portion of the Common Areas depicted in Exhibit “C” during certain days and times is beneficial to Lessee’s educational program identified herein. In order to utilize all or a portion of the area depicted in Exhibit C, Lessee shall annually execute a Common Area license prepared by the City. Subject to the terms and conditions of the Common Area license, Lessee may utilize all or a portion of the area depicted in Exhibit C on the dates and times mutually agreed upon by the City and Lessee in writing. The City will make reasonable efforts to notify Lessee of any events that will utilize all or a portion of the area set forth in Exhibit C. Lessee shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties, unless Lessee has executed a Common Area license agreement.

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 8. City reserves the right at all times to determine the nature and extent of all Common Areas, 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 Additional 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. 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, Lessee shall only use the Premises for educational activities which promote the Lessee’s program as defined in Exhibit "D" and for alternative programming after 7:00 p.m. established by Lessee and approved by the City, except as provided below ("Permitted Use"). Lessee may use Premises for alternative programming before 7:00 p.m. up to forty (40) times per calendar year, provided, however that such alternative programming shall not begin before 4:00 p.m. Lessee may charge a rental fee for the alternative programming at the Premises. Renting the Premises for the alternative programming shall not be construed as an assignment or sublease of the Premises.

9.2. Required Hours. Lessee agrees to continuously operate and conduct its business during the Required Hours unless otherwise mutually agreed upon by the Parties in writing. "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 9:00 a.m. or remain open after 7:00 p.m., unless otherwise agreed upon by the Parties in writing and, except: (i) as set forth in paragraph 9.1, above; (ii) for holiday, seasonal or other special sales, promotions or events; or (iii) when a majority of the lessees at the Pier will be open. 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:** The City has retained Skanska USA Building, Inc., construction manager for the Pier ("Skanska") to construct the building at the Pier that will include the Premises with base tenant finishes including HVAC, flooring and bathroom fit-up. Subject to City Council approval and 10.2, below, the City will retain Skanska to construct certain improvements in accordance with the final TI Plan, as defined herein. The City will require Skanska to obtain at least three (3) bids for the improvements set forth in the final TI Plan to be constructed by Skanska. The City shall deliver the Premises with the certain improvements set forth in the final TI Plan to be constructed by Skanska on or before June 14, 2019. Prior to delivery of the Premises with the certain improvements set forth in the final TI Plan to be constructed by Skanska and subject to oversight by Skanska, Lessee shall be granted reasonable access to the Premises.

10.2. **Lessee’s Obligations:** Within two weeks after the Effective Date, Lessee shall retain an architect to provide design services for the interior improvements Lessee is required to make to the Premises and any exterior improvements Lessee desires to make at the Premises. Exterior improvements are subject to approval by the City. 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), and Skanska shall meet on a bi-weekly basis to discuss the interior improvements and any exterior improvements, and develop the TI Plan. The TI Plan shall describe the interior finish and tenant improvements to be constructed by Skanska, the interior finish and tenant improvements to be constructed by Lessee, all of Lessee’s equipment that will be on or attached to the Premises ("Equipment"), any exterior improvements (e.g., enclosure of open area), a budget, and any other necessary information needed to complete a fully operational educational center. On or before June 22, 2018, Lessee shall sign off on the preliminary TI Plan, including the preliminary budget set forth therein. On or before September 7, 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. The City shall invoice Lessee for certain costs and expenses set forth in the final TI Plan 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 improvements set forth in the final TI Plan. Lessee shall work cooperatively with the City, and Skanska and respond to questions in a timely manner until completion of the improvements set forth in the final TI Plan.

10.3. **Fundraising:** Lessee shall raise a minimum of $825,000 ("Funding Commitment") towards (i) improvements set forth in the final TI Plan for the Premises and (ii) the design and construction of exhibits to be displayed within the Premises. Lessee shall provide the City documentation that evidences (i) Lessee has raised $250,000 for the improvements
set forth in the final TI Plan by August 1, 2018, (ii) Lessee has raised $250,000 for the improvements set forth in the final TI Plan by October 20, 2018, and (iii) Lessee has raised the remaining $325,000 for the construction of the exhibits by January 14, 2019. In the event the Lessee fails to secure the portions of the Funding Commitments within the timeframes set forth above, the City or the Lessee may terminate this Lease. Upon termination neither the City nor the Lessee shall have any further obligations or rights hereunder and the Lessee and the City shall be released from all obligations hereunder except for any obligation(s) existing at the time of termination.

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 be limited to, applicable income tax, real property tax, personal property tax, sales tax and storm water 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.

13. CONDITION OF PREMISES: Lessee shall inspect the Premises and accepts 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.

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.

14.2. Interior: All walls, ceilings, floors, paint, windows, window glass, window shades and coverings, all partitions, doors, fixtures, interior accessible bathrooms, 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 fungus, mold, 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. **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 47 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. **Trash Disposal**: Paying all costs associated with disposal of its garbage, including but not limited to, costs of pick up, containers and deposits.

14.6. **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, 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.

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. **NAMING RIGHTS AND SIGNAGE**: Lessee shall, subject to City Council approval, have rights to name the Premises, or portions thereof, as a part of its ongoing fundraising and operational commitment. As part of such naming rights, Lessee shall have the right to install exterior signage, at the sole cost and expense of 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. The maintenance of this signage be the sole responsibility of the Lessee.
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 "E". 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. **BOAT SLIP:** Lessee shall have the first right of refusal to utilize, at no expense to Lessee, a single boat slip for a vessel tied to educational programming located within the planned transient docking system that the City is intending to install along the south boundary of the portion of the Pier known as the Pelican Parking Lot. In the event the City does not install the transient dock the City is under no obligation to provide an alternative location to the Lessee. In the event the Lessee discontinues the use of the boat slip for a consecutive period of sixty (60) days or more Lessee’s right to use of the boat slip shall be forfeited.

20. **CITY USE DAYS:** Commencing on the first day of the Operating Period and continuing until the end of the Term, the City shall have the right to host up to ten (10) community event days (“City Use Days”) within the Premises each year during the Term without the payment of any rental or use fee; provided however, that the City shall pay for all direct out-of-pocket expenses incurred in connection with City Use Days. The scheduling of the City Use Days shall be mutually agreed upon by the Lessee and the City.

21. **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.
22. **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 currently contained in the Bonds which prohibits the Permitted Use as provided for in this Lease.

23. **RULES AND REGULATIONS:** Lessee acknowledges that there will be rules and regulations for the Pier. Once established, the rules (the "Rules and Regulations") shall be attached to this Lease as Exhibit "F". 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.

24. **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. Lessee shall have the right to the exclusive use of two (2) 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.

25. **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.

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

27. **ENVIRONMENTAL COMPLIANCE:** As of the Effective Date, City is unaware of any violations of any Environmental Laws on the Premises.
27.1. **Definitions.**

27.1.1. "**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.

27.1.2. "**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.


27.1.4. "**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.

27.1.5. "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).

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. **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 except to the extent any of the foregoing Claims are solely attributable to the violation of Environmental Laws by the City. 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.

27.7. **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:

27.7.1. Conducting an environmental audit or other inspections of the Premises.

27.7.2. Reviewing and copying of any records that must be kept under any environmental permit.

27.7.3. Viewing the facility, equipment, practices, or operations regulated or required under such permit.

27.7.4. Sampling or monitoring any substances or parameters at any location subject to any environmental permit or federal, state or municipal environmental law or regulation.

27.8. **Survivability.** The provisions of paragraph 27 of this Lease shall survive the expiration or earlier termination of this Lease.

27.9. **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.

28. **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.

29. **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.

30. **DESTRUCTION OF PREMISES:**

30.1. **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, Additional 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.

30.2. **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, Additional 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.

30.3. **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, Additional 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.

31. **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.

32. **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.

33. **IMPROVEMENTS TO PREMISES AND OWNERSHIP OF IMPROVEMENTS:** Except for the 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. Additionally, Lessee shall obtain all required permits at its sole costs and expense. Except for the Equipment and other personal property of Lessee that is not permanently attached to the Premises ("Lessee's Personal Property"), all Improvements, including the improvements made pursuant to the final TI Plan (not including Equipment 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.

34. RETURN OF PREMISES ON EXPIRATION, TERMINATION OR CANCELLATION: Lessee shall, on or before the end of the expiration of this Lease, or at its earlier termination as provided herein, surrender and deliver up the Premises, broom clean and in good order, condition and repair, ordinary wear and tear. Lessee shall remove all Equipment and Lessee's Personal Property, and repair any damage caused by such removal. If Lessee fails to make such repairs, the City may make the repairs and charge Lessee for its costs. Any Equipment 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 the City, as the City shall desire.

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 and 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.

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. **Property Defects:** 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 the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, 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 Property, 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 Property.

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 Skanska’s completion of certain 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, property damage for premises and operations and sexual abuse and molestation coverage, 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. **If any watercraft are operated by Lessee at the Premises or any portion of the Pier (including to and the boat slip pursuant to paragraph 19), Lessee shall maintain hull coverage on the vessel, including wreckage removal, Crew Coverage, Passenger Liability, and Protection and Indemnity coverage of at least $1,000,000 per occurrence.**

38.1.4. **Workers Compensation insurance policy in compliance with the laws of the State of Florida, and United States Longshore and Harborworker’s Act Insurance and Jones Act coverage as applicable.**

38.1.5. **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.**

38.2. **Lessee shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all coverages within forty-eight (48) hours after Skanska has completed certain improvements set forth in the final TI Plan 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 47 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 Skanska has completed certain improvements set forth in the final TI Plan, Lessee shall only be required to obtain and maintain, at Lessee's cost, the types and amounts of insurance set forth in subparagraph 38.1.4 and subparagraph 38.1.5, above. 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:

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 47 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 improvements set forth in the final TI Plan, or Improvements thereon or upon the interest of Lessee herein.

39.2. **Payment and Performance Bond.** All contracts for improvements to the Premises shall provide for a payment and performance bond in accordance with Section 255.05, Florida Statutes or successor laws. Notice is hereby given that no contractor, subcontractor or any other person who may furnish any material, service or labor for any part of the Premises, improvement, alteration, repairs or any part thereof, or for the construction or removals of any part of the Premises or structure, shall at any time be or become entitled to any lien on or against the Premises.

39.3. **City's Lien.** The City shall have a lien against 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, Additional 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, 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 failing to comply with the performance standards as provided for in Exhibit "D"; or

40.1.1.13. Lessee's default of paragraph 27 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, Additional 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 and Additional 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 and
this Lease may be immediately terminated by the City in its sole discretion.

44. **LESSEE AS NON-PROFIT CORPORATION:** Should Lessee at any time fail to qualify
as a not for profit entity, said failure shall constitute a default of this Lease and this Lease shall be
subject to immediate termination in the sole discretion of the City.

45. **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.

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

47. **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.
48. **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.

49. **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.

50. **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 Lessees purposes. Lessee acknowledges that City and its authorized representatives have not made any warranties or representations as to the Permitted Use that can be made of the Premises under existing Laws.

51. **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.
52. **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.

53. **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.

54. **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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **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.

60. **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.

61. **CITY CONSENT AND ACTION:**

   61.1. 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.

61.2. 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.

62. 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.

63. 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, Additional 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.

64. 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, shall survive such expiration or earlier termination.

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

66. 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).

[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)

Witness Signature

Typed, Printed or Stamped Name

By: Peter Clark, President

Date: ________________________________

ATTEST:

By: Mark Chmielewski, Corporate Secretary

Typed, Printed or Stamped Name

(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 BY:

Chris Ballestra, Director
Enterprise Facilities Department

APPROVED AS TO FORM:

City Attorney (Designee)

By: ____________________________
   Assistant City Attorney
EXHIBIT "A"
Illustration of Pier
EXHIBIT "B"
Illustration of Premises
EXHIBIT "C"
Illustration of a Portion of Common Area
EXHIBIT "D"
Lessee's Program & Performance Standards

Lessee's Program.

The Lessee shall operate the Premises as an educational facility including but not limited to showcasing the Tampa Bay Estuary, environmental sustainability and resiliency, as outlined in Lessee's proposal attached to this Exhibit D.

Performance Standards.

In addition to those standards found in Lessee's proposal attached hereto, the Lessee shall:

1. Continuously operate the Premises as an educational facility open to the public except during those dates and times that the Premises is closed for private social activities.

2. Lessee may charge an entrance fee for individuals older than twelve (12). Such entrance fee shall not exceed five dollars ($5) per individual unless otherwise approved by the Mayor. Individuals twelve (12) and under shall be provided free access to the Premises.

3. Work in a collaborative fashion with others to achieve the City and education station objectives.

4. Work in conjunction with the Pinellas County School system to arrange regular school field trips to site for children's educational purposes.

5. Provide nine (9) summer camp scholarships per calendar year. The City will establish a process to distribute such scholarships.
EXHIBIT "E"
Marketing, Advertising, and Promotion of Pier and Lessee's Business Guidelines
EXHIBIT "F"
Pier Rules and Regulations
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH TAMPA BAY WATCH, INC., FOR THE DEVELOPMENT AND OPERATION OF AN EDUCATION PREMISES AND WET CLASSROOM AT THE NEW ST. PETE PIER™, FOR A FIVE (5) YEAR TERM, WITH AN AGGREGATE RENT OF $10, PLUS COMMON AREA MAINTENANCE CHARGES COMMENCING UPON OPERATIONS, AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE SAME; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE LEASE AGREEMENT; 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 Pier known as The Pier Education Station for use as an education station and wet classroom, which will include a classroom of ±1,922 square feet, a storage area of ±130 square feet, an exterior area under roof of ±937 square feet, and interior accessible restrooms (collectively, "Premises"); and

WHEREAS, the City desires for a not-for-profit organization to operate and design the programs for the Premises on The Pier and be responsible for the interior buildout; and

WHEREAS, in September 2017, Tampa Bay Watch, Inc. ("TBW") made an unsolicited proposal to the City to lease, operate, and manage the Premises, which would include programs focused on marine and environmental education presented to families and tourists during summer camps, afternoon and evening sessions, and utilized as an event venue for corporate meetings and special events; and

WHEREAS, following consideration of TBW’s unsolicited proposal, City Administration proceeded with a public notification to ensure a competitive process inviting alternative proposals with a deadline of 10:00 a.m. local time on October 31, 2017 ("Public Notice"); and

WHEREAS, the Public Notice was advertised in the Tampa Bay Times on October 1, 2017 and in The Bulletin News on October 5, 2017; and

WHEREAS, the City did not receive any alternative proposals by the deadline set forth in the Public Notice; and
WHEREAS, at the direction of City Administration, Real Estate & Property Management negotiated a lease agreement with TBW for nominal consideration to provide marine and environmental education to citizens and visitors as a service at the Premises on behalf of the City; 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)(2) of the City Charter, Park and Waterfront Property, which permits City Council approval of a five (5) year lease term for Waterfront and Park property designated on the City Park and Waterfront Map as having a lease term limitation of five (5) years or less, with approval by an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to Tampa Bay Watch, Inc., for the development and operation of an education station and wet classroom at the new St. Pete Pier™, for a five (5) year term, with an aggregate rent of $10, plus common area maintenance charges commencing upon operations, and to execute all documents necessary to effectuate same.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the Lease Agreement.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)  
Legal: 00372814

APPROVED BY:

Alan DeLisle, Administrator  
City Development
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. 16-02-GFY/W to the architect/engineering agreement between the City of St. Petersburg, Florida and George F. Young, Inc. ("A/E") dated December 13, 2016 for A/E to provide professional engineering services related to the Lift Station No. 42 (Jim Walter) Improvements Project in an amount not to exceed $88,870.95 (Engineering Project No.18097-111; Oracle No. 16355); and providing an effective date.

EXPLANATION: Lift Station 42 (Jim Walter) is located east of Dr. Martin Luther King Jr. St N, and north of Gandy Boulevard. Lift Station No.42 receives flows from the Ibis Walk Residential Development and service collection areas north of Gandy Blvd, and pumps to the North East Water Reclamation Facility (NEWRF). Lift Station 42 is currently approximately 4 feet below grade of surrounding properties’ elevation. Due to recent development in the area and heavy overland flows during rain events, the station has experienced frequent flooding. The infrastructure of this station is nearing the end of its useful life expectancy and in need of replacement. This is an asset management project.

This Task Order No. 16-02-GFY/W, in the amount of $88,870.95 shall provide professional engineering services included but not limited to multiple conceptual design alternatives and recommendations for replacing the pump station with a new, more efficient submersible pump station.

The Task Order includes the following phases and associated not to exceed costs respectively:

- Project Management/Data Collection & On Site Investigations/Alternatives, Analysis & Conceptual Design Memorandum and Final Design Recommendation $78,870.95
- Allowance for Additional Services $10,000.00
- Total $88,870.95

RECOMMENDATION: Administration recommends authorizing Mayor or his designee to execute Task Order No. 16-02-GFY/W to the architect/engineering agreement between the City of St. Petersburg, Florida and George F. Young, Inc. ("A/E") dated December 13, 2016 for A/E to provide professional engineering services related to the Lift Station No. 42 (Jim Walter) Improvements Project in an amount not to exceed $88,870.95 (Engineering Project No.18097-111; Oracle No. 16355); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) LST #42 Jim Walter Rehab FY18 Project (16355).
ATTACHMENTS: Resolution
Task Order No. 16-02-GFY/W
Map

APPROVALS: Administrative

Budget
RESOLUTION NO. 2018-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-02-GFY/W TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GEORGE F. YOUNG, INC. ("A/E") DATED DECEMBER 13, 2016, FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE LIFT STATION NO. 42 (JIM WALTER) IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $88,870.95 (ENGINEERING PROJECT NO.18097-111; ORACLE NO. 16355); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and George F. Young, Inc. ("A/E") entered into an 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 No 16-02-GFY/W in the amount not to exceed $88,870.95 for A/E to provide project management, data collection, on-site investigation, alternative analysis, and conceptual design for the Lift Station No. 42 (Jim Walter) Improvements Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-02-GFY/W to the architect/engineering agreement between the City of St. Petersburg, Florida and George F. Young, Inc. ("A/E") dated December 13, 2016, for A/E to provide professional engineering services related to the Lift Station No. 42 (Jim Walter) Improvements Project in an amount not to exceed $88,870.95.

This resolution shall become effective immediately upon its adoption.

Approved by:  
Brijesh Prayman, P.E., SP, ENV  
Engineering & Capital Improvements Director

Approved by:  
Jesh Pray, P.E., SP, ENV  
Engineering Capital Improvements Director
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Lisa Wheeler-Bowman, Chair, and City Councilmembers
FROM: Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements Department
RE: Consultant Selection Information
Firm: George F. Young, Inc.
Task Order No. 16-02-GFY/W in the amount of $88,870.95

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

1. Summary of Reasons for Selection

The project involves developing a basis of design report for conceptual design alternatives and recommendations.

George F. Young, Inc. has satisfactorily completed similar work under previous A/E Annual Master Agreements in 2012, and is familiar with the City Standards.

George F. Young, Inc. has previously performed work at this Lift Station and are familiar with the flow parameters.

This is the second Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## ATTACHMENT A

Transaction Report for George F. Young, Inc.

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>17054-111</td>
<td>Downtown Watermain Replacement Project</td>
<td>01/30/17</td>
<td>167,931.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amendment No. 1 - Task 7 and Revised Task 2</td>
<td>09/01/27</td>
<td>10,000.00</td>
</tr>
<tr>
<td>02</td>
<td>18097-111</td>
<td>Lift Station 42 (Jim Walter) Improvements</td>
<td>Pending</td>
<td></td>
</tr>
</tbody>
</table>

Total: 177,931.00

Edited: 3/5/2018
This Task Order No. 16-02-GFY/VV is made and entered into this _____ day of _______________, 2018, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER, AND RECLAIMED WATER PROJECTS dated December 13, 2016 ("Agreement") between George F. Young, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City desires to re-size and replace the Jim Walter Lift Station 42 servicing the Ibis Walk collection area and flows from lift stations 66 and 68, north of Gandy Blvd. Lift Station 42 currently resides roughly 4 feet below surrounding properties that were developed after the lift station was originally constructed and it receives heavy overland flows during rain events putting the station at risk for flooding. Lift Station 42 also no longer receives sanitary flows from Lift Station 82 and is now oversized relative to the current design flows. In addition, the existing pump station infrastructure is nearing the end of its useful life expectancy and is due for replacement. The City would like to design a properly sized pump station for the actual flows received at Lift Station 42 and construct it on-site (via construction of a new submersible pump station and demolition of the existing pump station). Due to limited available space in the area and the local geography, only the existing site is being considered for the relocation of the pump station to include options of using the dry well with new fiberglass liner as the new wet well.

The A/E will provide Conceptual Design Alternatives for the replacement of the Lift Station # 42 Jim Walter. The new lift station will consist of a pump station capable of pumping a to-be-determined amount of flow furnished by the City to an existing 24" tie-in point located on the south side of the site, which ultimately routes to the Northeast Water Reclamation Facility (NEWRF). A/E services will include:

- Project Management including preparation of the project schedule.
- Data Collection and On-Site Investigation necessary to support Conceptual Design Activities and future preliminary/detailed design.
- Preparation of Alternatives Analysis report including Engineer Opinion of Probable Construction Cost (EOPCC) for conceptual design.

The Conceptual Design Alternatives will take into consideration the following requirements:

- Optimize the new Lift station design to accommodate the change of flow conditions.
- Site elevation changes to raise the site at least as high as neighboring properties that have developed around its perimeter in order to limit flood potential.
- Limiting the footprint of the future structures to within the constrained site and drainage improvements.
• Reusing existing structures.
• Bypass pumping operations to maintain existing flows during construction operations.
• Piping modifications required to route existing flows to a new on-site pump station location as well as pumped flows from the new pump station pumping to a connection point on the existing force main will be evaluated.
• Perform condition assessment on existing gravity pipe from terminal manhole and wetwell/drywell.

The A/E will also identify any additional survey requirements beyond the 2012 survey, geotechnical investigation scoping, and other activities defined in this scope of work that will be necessary to support the conceptual design and recommended alternative.

II. SCOPE OF SERVICES

Task 1 – Project Management
A/E will provide overall project management and coordination to include conducting a kickoff meeting, directing technical staff, coordinating with City staff and supporting preliminary design efforts.

T1.01 Prepare and maintain project schedule, Organize and conduct a kick-off meeting, monthly reporting, project coordination

Task 2 – Data Collection and On-Site Investigation
The objective of this task is to perform on-site investigations at the existing site and collect the data necessary to allow for preliminary design of the proposed pump station and piping configuration for the new Lift Station #42 Jim Walter Station. The preliminary design will be developed in close coordination with City representatives.

T2.01 Data Collection and Review - coordinate with the City to receive and review copies of the following available data:

• Property boundary surveys and/or topographic or special purpose surveys conducted for City easements and properties in the areas of the existing Lift Station #42 Jim Walter as well as the areas being considered for the pump station force main connection and/or bypass.
• All plans that are available for the permanent and temporary stormwater facilities located on the Lift Station #42 Jim Walter and Ibis Walk properties.
• Any existing geotechnical investigations that have been conducted for City facilities on the property.
• All other available utility information for the properties on which the pumping station and force main piping will be constructed.
• Hydraulic model information from the City’s NEWRF collection area model required to facilitate the sizing of the pumps at the new lift-station with growth accounted for out to 2040. The City Engineering Department maintains a system-wide hydraulic model for forcemain pressurized flow.
The City Engineering department will provide the hydraulic modeling results that were prepared after the new 24-inch force main was installed.

- City's estimated growth predictions in the Lift Station #42 Jim Walter collection area.

**T2.02** On-Site Investigation - On-site investigation of the existing conditions that affect the pumping station or the on-site piping and existing utilities that may require relocation will be conducted using any information collected and reviewed under Task 2.01. On-site investigations will include verification of existing plans, or when plans are unavailable and information is needed for the preliminary design, field measurements will be taken. It is assumed only the emergency standby generator will be reused at this time for the proposed facility.

**T2.03** Survey - A/E shall define a scope of work to provide any additional topographical survey of the area in and around the existing lift station that may be necessary beyond the survey conducted in 2012. This may include scanning the existing drywell for potential reuse.

**T2.04** Geotechnical Investigation - A/E shall define a scope of work to contract with a geotechnical and structural engineer in the detailed design phase to conduct one (1) boring in the approved location of the new pump station wetwell and an associated geotechnical report.

**T2.05** Define scope for a structural engineer to evaluate the feasibility of a second floor for an electrical/control room and utilize the existing dry well and wet well. Alternatively evaluate the feasibility of demolishing the building interior and installing a fiberglass wet well in the gutted building. The new wet well would rise above the current grade to the new predetermined elevation. The intent would be any part of the existing building above the elevation would be demolished. Flowable fill would fill the space between the old building and the new fiberglass wet well. Fill would be added around the wet well to raise the elevation of the new lift station. For conceptual design, no borings will be taken at any locations during this phase.

**Task 3 – Draft Alternatives Analysis and Conceptual Design Memorandum**

The objective of this task is to recommend the proposed configuration and improvements for the new Lift Station #42 Jim Walter. An evaluation of alternatives will be accomplished for the proposed facility and will consist of the following activities:

**T3.01** Draft Alternatives Analysis Memorandum

- Evaluation of alternatives for the pumping station type, and pump type for the project.
- Evaluation of the type of equipment enclosures (e.g., building, walk-in motor control center, control panel) required type of back-up pumping, including layout and sizing of the recommended alternative.
- Design to minimize the discharge of foul odors and/or corrosive gases.
- Proposed routing of the relocated gravity and force main piping for a new pump station and wetwell location on-site, taking into consideration the existing piping arrangement on-site. Review of the existing utility information provided by the City and a preliminary "walk-through" evaluation of areas will be conducted to aid in on-site yard piping that minimizes any impacts.
- Proposed alignment of the force main for connection to an existing 24" force main located on the south side of the site. Review of the existing utility information provided by the City, review of easements and proposed plans for the Ibis Walk development.
- Recommendations regarding the suitability of reuse of any equipment at the existing pump station.
- Recommendations for other site-related facilities including fencing, access, security, landscaping, grading and lighting.
- Determine the preliminary size of motors for each pump and the approximate electrical load for the new pump station.
- Recommendations regarding the aesthetics and architectural design considerations.
- Identification of permitting requirements.
- Prepare a Class V Engineer’s Opinion of Probable Construction Cost (EOPCC) for the new pump station alternatives.
- Prepare a conceptual design and construction schedule for the project.
- Prepare the Table of Contents listing the detailed design specifications required for Construction Documents.
- Verify accessibility to the site for chemical deliveries and removal of equipment utilizing the City’s crane trucks.
- A/E will prepare exhibits only (no design plan sheets will be prepared). Deliverables will be in PDF format.

T3.02 Alternatives Analysis and conceptual design memorandum
- Prepare conceptual design memorandum for review.
- Incorporate comments from technical design review workshop and produce final memorandum.
- Update EOPCC based on recommended alternative.

T3.03 Conduct and Review Alternatives Technical Design Memorandum Review Meetings
- Conduct Review meeting with City staff following submittal of Draft Alternatives Memorandum including preparation of agenda and subsequent meeting notes.
• Conduct Review meeting after final alternatives memorandum and conceptual design to confirm final recommendation.

ASSUMPTIONS

1. The City has expressed a preference for a buried, circular 12' diameter wet well type with 2+1 (two duty + standby) submersible (Flygt) pumps and above-grade pump discharge valve installation similar to what they currently have at other City pump stations. A/E to consider a similar configuration to the existing pump station arrangement as one of the options for evaluation. A/E will also evaluate using the existing dry pit as the new wet well as one of the potential alternatives.

2. New piping material will be assumed to be ductile iron pipe. Alternate materials may be considered for the wet well piping to account for highly corrosive environment.

3. A preliminary list of required permits will be prepared and no other permitting activities are included in this scope of work.

4. It is assumed only the emergency standby generator will be reused at this time for the proposed facility.

5. City engineering staff will provide hydraulic modeling results from system-wide forcemain model to be used by A/E to size pumps and flow conditions.

III. SCHEDULE

Work under this Task Order shall begin no later than ten (10) days from Notice to Proceed.

The A/E will complete all deliverables within 5-1/2 months from Notice to Proceed.

IV. A/E’S RESPONSIBILITIES

A/E is responsible for completing the scope of services outlined in Section II and according to the schedule in Section III.

V. CITY’S RESPONSIBILITIES

The City is responsible for the activities listed below:

• Assign a single point of contact to serve as the City’s Project Manager.
• Meet with A/E within two weeks after issuance of the preliminary design report to discuss comments and preferences.
• Provide Owner’s comments and input on submittals to A/E during review meeting and workshop. Meeting notes will document decisions and directions.
• Attend regular progress meetings with A/E.
• Coordinate and schedule the Owner's staff for review meetings and ensure all comments and input are provided prior to the review meeting or at the review meeting.
• Provide A/E with all the existing data and documentation as available at no expense to A/E.
• Provide information as indicated in the Data Collection and Review section above.
VI. DELIVERABLES

D1.01 Project Schedule
D1.02 Meeting Agendas & Meeting Notes — electronic, Word Document
D2.01 Survey and Geotechnical Scope of Work
D3.01 Draft Lift Station 42 conceptual design memorandum with a recommended configuration for the pump station with Engineer's Opinion of Probable Construction Cost.
D3.02 Final Lift Station 42 conceptual design memorandum with a recommended configuration for the pump station with Engineer's Opinion of Probable Construction Cost.
D3.03 Agenda and Meeting Notes for two technical review meetings.

VII. A/E'S COMPENSATION

For Tasks 1 through 3, the City shall compensate the A/E the lump sum amount of $78,870.95.

This Task Order establishes an allowance in the amount of $10,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is $88,870.95, per Appendix A.

VIII. PROJECT TEAM

The project team consists of George F. Young, Inc. along with subconsultant Tricon Consulting Engineers.

IX. MISCELLANOUS

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

ATTEST

By: ____________________________
    Chandrahasa Srinivasa
    City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: ____________________________

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

By: ____________________________
    City Attorney (Designee)

George F. Young, Inc.

(Company Name)

By: ____________________________
    (Signature)
    GEORGE JOYCE III, Sr. VP
    (Printed Name and Title)

Date: 14 MARCH 2018

WITNESSES:

By: ____________________________
    (Signature)
    Brian S. Wilkes
    (Printed Name)

By: ____________________________
    (Signature)
    Christina Collemore
    (Printed Name)
## ATTACHMENT A

### Work Task Breakdown

**LIFT STATION # 42 JIM WALTER IMPROVEMENTS**

Project No. 18057-111

### I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Direct Labor Rates Classifications</th>
<th>Project Manager (G)</th>
<th>Subsurface Utility Manager (G)</th>
<th>Lead Survey Mapper (MC)</th>
<th>Landscape Architect (BA)</th>
<th>Civil Designer (CD)</th>
<th>Survey Technician (T)</th>
<th>Principal (M)</th>
<th>Engineer I (M)</th>
<th>Engineer II (NM)</th>
<th>Total Hours</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Salary</td>
<td>$ 65.26</td>
<td>$ 20.96</td>
<td>$ 40.60</td>
<td>$ 39.00</td>
<td>$ 75.21</td>
<td>$ 15.00</td>
<td>$ 60.66</td>
<td>$ 26.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multiples/Overhead 2.11</td>
<td>$ 146.65</td>
<td>$ 103.15</td>
<td>$ 65.46</td>
<td>$ 83.35</td>
<td>$ 74.31</td>
<td>$ 40.09</td>
<td>$ 127.15</td>
<td>$ 32.75</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit S&amp;I</td>
<td>$ 10.81</td>
<td>$ 8.86</td>
<td>$ 6.30</td>
<td>$ 6.15</td>
<td>$ 5.48</td>
<td>$ 3.96</td>
<td>$ 9.37</td>
<td>$ 3.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rates¹</td>
<td>$ 226.36</td>
<td>$ 186.00</td>
<td>$ 132.26</td>
<td>$ 128.00</td>
<td>$ 113.00</td>
<td>$ 62.05</td>
<td>$ 196.75</td>
<td>$ 41.64</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TASK

1. Project Management

2. Data Collection and On-Site Investigation

2.1 Data Collection and Review

2.2 On-Site Investigation

2.3 Survey/SUE Scoping

2.4 Geotechnical Scoping

3. Alternatives Analysis and Preliminary Design Memorandum

3.01 Draft Memorandum

3.02 Final Memorandum

3.03 Technical Review Meetings (2)

### II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses²</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
<th>Total Cost Without Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>$30,195.32</td>
<td>$100.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$30,295.32</td>
</tr>
<tr>
<td>1.02</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1.03</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1.04</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1.05</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2.01</td>
<td>$16,905.66</td>
<td>$0.00</td>
<td>$3,940.00</td>
<td>$117.90</td>
<td>$19,405.66</td>
</tr>
<tr>
<td>2.02</td>
<td>$3,668.44</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$3,668.44</td>
</tr>
<tr>
<td>2.03</td>
<td>$3,004.37</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$3,004.37</td>
</tr>
<tr>
<td>2.04</td>
<td>$5,854.84</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,854.84</td>
</tr>
<tr>
<td>3.01</td>
<td>$28,643.03</td>
<td>$29.00</td>
<td>$9,842.00</td>
<td>$292.35</td>
<td>$34,975.44</td>
</tr>
<tr>
<td>3.02</td>
<td>$10,634.46</td>
<td>$100.00</td>
<td>$10.00</td>
<td>$0.90</td>
<td>$11,444.46</td>
</tr>
<tr>
<td>3.03</td>
<td>$5,453.64</td>
<td>$20.00</td>
<td>$5.00</td>
<td>$5.44</td>
<td>$5,484.14</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$59,298.53</td>
<td>$900.00</td>
<td>$9,352.00</td>
<td>$470.10</td>
<td>$74,720.69</td>
</tr>
</tbody>
</table>

### III. Fee Limit

**Lump Sum Cost** $79,870.95

**Allowance** $10,000.00

**Total** $88,870.95

### IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for printing, mileage
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City’s written authorization.
MEMORANDUM
CITY OF ST. PETERSBURG

City Council Meeting of May 3, 2018

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

FROM: Chris Ballestra, Director, Enterprise Facilities Department

SUBJECT: An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances ("Grant Assurances") which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration ("FAA") Grant ("Grant") in an amount not to exceed $400,000 which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City’s right, title, or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed $400,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration;

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

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

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

The funding secured through this ordinance is intended for the Federal Aviation Administration’s ("FAA") participation in the completion of a master plan for the Albert
Whitted Airport. An airport master plan is a FAA prescribed planning process that should create a twenty (20) year development plan that will maintain a safe, efficient, economical and environmentally acceptable airport facility. Also included is the development of an Airport Layout Plan ("ALP") document. An up-to-date and approved ALP is required to be on file with the FAA if an airport wishes to be the recipient of federal aviation grants. Stakeholder participation and public outreach are key components of the master plan process.

The industry average to conduct airport master plans is about every ten (10) years. The last time the City did a master plan for Albert Whitted Airport was 2005.

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

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

This is the first reading of the ordinance.

RECOMMENDATION: The Administration recommends approval of the attached An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances ("Grant Assurances") which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration ("FAA") Grant ("Grant") in an amount not to exceed $400,000 which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City’s right, title, or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed $400,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration;

COST/FUNDING/ASSESSMENT INFORMATION: The City receives a Federal grant of up to $400,000 which will provide ninety percent (90%) of the cost of the Airport Master Plan Update (Project #16151). The remaining ten percent (10%) of the project will be provided through a future FDOT Grant (8%) and City match (2%). This project is already part of the adopted CIP plan for the Airport.
Budget:

Legal: 00372790.doc v1
An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the restrictions contained in Assurances ("Grant Assurances") which are set forth in the Grant Documents to be executed by the City, as a requirement for receipt of the Federal Aviation Administration ("FAA") Grant ("Grant") in an amount not to exceed $400,000 which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title, or other interests in Albert Whitted Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes, for a period not to exceed 20 years from the date of acceptance of the grant; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed $400,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration;

THE CITY OF ST. PETERSBURG DOES ORDAIN:

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

Section Two. The Federal Aviation Administration has indicated funding is available to provide a ninety percent (90%) federal match of the total costs for the Airport Master Plan project (#16151).

Section Three. The restrictions contained in FAA Grant Assurances Airport Sponsors ("Grant Assurances") which are set forth in the grant documents to be executed by the City, as a requirement for receipt of the FAA grant in an amount not to exceed $400,000, for the project described in Section Two of this ordinance, which, inter alia, require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City's right, title or other interests in Albert Whitted Municipal Airport ("Airport"), nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes for a period not to exceed 20 years from the date of acceptance of the grant are authorized.
Section Four. The Mayor or his designee is authorized to apply for and accept a grant from the FAA in an amount not to exceed $400,000.

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

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

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

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

Approvals:

Legal: [Signature]  Administration: [Signature]
Budget: W/A
TO:   Members of City Council

DATE:   April 20, 2018

COUNCIL DATE:   May 3, 2018

RE:   Referral to Weeki Wachee Fund Project List – Skating Rink in the South St. Petersburg CRA

ACTION DESIRED:

Respectfully requesting a referral to the BF&T Committee to add to the Weeki Wachee Fund Project List funding for a Skating Rink in the South St. Petersburg CRA.

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

DATE: April 20, 2018

COUNCIL DATE: May 3, 2018

RE: Referral to Weeki Wachee Fund Project List – Exercise Zone and Playground in Broadwater Park

ACTION DESIRED:

Respectfully requesting a referral to the BF&T Committee to add to the Weeki Wachee Fund Project List funding for an Exercise Zone and Playground in Broadwater Park.

Lisa Wheeler-Bowman, Council Chair
District 7
TO: Members of City Council
DATE: April 20, 2018
COUNCIL DATE: May 3, 2018
RE: Referral to BF&T

ACTION DESIRED:

Respectfully requesting a referral to the BF&T Committee to remove the Youth Sports Field at Thurgood Marshall Middle School from the Weeki Wachee Project List.

Lisa Wheeler-Bowman, Council Chair
District 7
Respectfully requesting to refer to the Budget, Finance & Taxation Committee or other appropriate committee a request for a $25,000 allocation to the Alliance for Bayway Communities to conduct a Comprehensive Feasibility Study to look at the viability of undergrounding utility lines along the Pinellas Bayway.

The Alliance for Bayway Communities has been working with state and county officials to secure funding to underground the utility lines along the Pinellas Bayway. The proposed engineering study will help to demonstrate the need for undergrounding the utility lines along the Pinellas Bayway. Funding this engineering study meets our resiliency goals as outlined in the STAR communities framework which the City of St. Petersburg has adopted.

The draft scope of work for the proposed study would include:

- Initiate communication with each utility service provider and the Florida Department of Transportation to identify the replacement of existing systems
- Perform preliminary engineering analysis for replacement of all systems
- Outline scope of project for all stakeholders
- Determine requirements for permitting
- Assign costs for initial construction
- Assign costs for utilities
- Draft Report for initial review

Steve Kornell, Council Member
District 5
TO: Members of City Council

DATE: April 26, 2018

COUNCIL DATE: May 3, 2018

RE: Referral to the Youth and Family Services Committee to discuss grant funding to conduct an educational program to address Adverse Childhood Experiences (ACES)

______________________________

ACTION DESIRED:

Respectfully requesting a referral to the Youth and Family Services Committee a discussion regarding grant funding of an educational program designed to address adverse childhood experiences (ACES) in St. Petersburg’s southside elementary schools.

Amy Foster, Council Member
District 8
TO: Members of City Council

DATE: April 27, 2018

COUNCIL DATE: May 3, 2018

RE: Private Building Inspections

______________________________________________________________________________

ACTION DESIRED:

Respectfully requesting the City Legal Department draft an ordinance to amend Chapter 8 of the City Code to create criteria for the Building Official to accept or deny private provider inspections from specific builders or from specific private inspectors.

Requesting a one year follow up report to be provided at the May 17, 2018 Council Meeting regarding Consent Agenda A, Item 5 from April 6, 2017, the approval of a blanket purchase agreement with Joe Payne, Inc. for plan review and inspection services for the Planning and Economic Development Department.

RESOURCES:


Amy Foster
Council Member, District 8
TO: Members of City Council

DATE: April 27, 2018

COUNCIL DATE: May 3, 2018

RE: City Council Summer Shadowing Program

ACTION DESIRED:

Respectfully requesting a discussion for City Council to create a Summer Shadowing Program.

OBJECTIVE:

The City of St. Petersburg is the 5th largest city in the state of Florida. With over 2,700 full time and 500 part-time employees in 48 different departments, interns are provided with the unique opportunity to meet with City leaders to further their understanding of local government and municipal policy. Through specialized workshops and meetings facilitated by selected departments, students will become familiar with the day to day tasks and the planning that happens behind the scenes to bring ideas into fruition.

Steve Kornell, Council Member
District 5

Attachment
Shadowing in the Sunshine/ Summer at City Hall

6 weeks in June

Meeting with each department for one hour weekly

Objective:
The City of St. Petersburg is the 5th largest city in the state of Florida. With over 2,700 full-time employees and 500 part-time employees in 48 different departments, interns are provided with the unique opportunity to meet with City leaders to further their understanding of local government and municipal policy. Through specialized workshops and meetings facilitated by selected departments, students will become familiar with the day to day tasks and the planning that happens behind the scenes to bring ideas into fruition.

Dates:
6/7/18 - 7/12/18

General internship components include:

- Conducting research on issues and legislation affecting St. Petersburg.
- Attending City Council Meetings, Committee meetings and select department presentations.
- Developing administrative skills.

Goals
- Introduce interns to local government structure and work in the public sphere.
- Foster interest in leadership and civic matters
- Create a voice for our youth to address real city issues
- Develop skills and abilities for prospective candidates in a new cohort of civic leaders and professionals.

Candidate Requirements:
- Excellent communication skills, both oral and written.
- Good academic standing.
- Interest in working in public administration and basic knowledge of local government.
- A strong ability to follow direction and work independently.
- Available for 6 hours per week between the hours of 8:00 a.m. and 5:00 p.m.
## Schedule

<table>
<thead>
<tr>
<th>Week</th>
<th>Dates</th>
<th>Department</th>
<th>Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week 1</td>
<td>6/7/18</td>
<td>City Council Meeting</td>
<td>8am-2pm</td>
</tr>
<tr>
<td></td>
<td>Thursday</td>
<td>Lunch Break- Mix and Mingle w/ City Council</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Location: Council Conference Room</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Meet the Mayor</td>
<td></td>
</tr>
<tr>
<td>Week 2</td>
<td>6/14/18</td>
<td>8 am - BFT</td>
<td>8am-2pm</td>
</tr>
<tr>
<td></td>
<td>Final Thursday</td>
<td>9:15 am - PSI</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10:30 am - HERS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1:30 pm - HLUT</td>
<td></td>
</tr>
<tr>
<td>Week 3</td>
<td>6/19/18</td>
<td>Mayor/ SPPD</td>
<td>9am-3pm</td>
</tr>
<tr>
<td></td>
<td>Tuesday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Week 4</td>
<td>6/26/18</td>
<td>Marketing/ St Pete TV/ Legal</td>
<td>9am-2pm</td>
</tr>
<tr>
<td></td>
<td>Tuesday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Week 5</td>
<td>7/3/18</td>
<td>Water Resources/ Parks &amp; Rec</td>
<td>9am-2pm</td>
</tr>
<tr>
<td></td>
<td>Tuesday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Week 6</td>
<td>7/12/18</td>
<td>Agenda Review</td>
<td>TBA/ Proposed</td>
</tr>
<tr>
<td></td>
<td>Thursday</td>
<td>Shadower’s present to Council</td>
<td>1pm-5pm</td>
</tr>
</tbody>
</table>

## Mock Schedule

### Week 1: (June 7th) 8am-2pm

8am-830am Welcome

Briefing and Overview of Program mission and expectations

Overview of District Map and Elected officials

830am Council Meeting

12:30pm TBD City Council Meet and Greet
Lunch provided

1pm-2pm Final Project Overview

**TBD Meet the Mayor

Week 2: (June 14th Committee Day) 8am-2pm

8am BFT

9am PSI

1030am HERS

130pm HLUT

230pm-3pm Wrap and release

Week 3: (June 19th) 9am-230pm

9am-9:45am Tour of City Hall and Greenhouse

10am-11:15am Greenhouse presentation: How to be an entrepreneur

11:15am-1130pm Travel to SPPD

1130am- 2pm SPPD Presentation and Tour (inc 911 Call Center)

2pm-2:30pm Wrap/Departure

Week 4: (June 26) 9am-230pm

9am-10am Review Project questions and expectations

10am-12pm Marketing/ St Pet TV/ Print Shop Presentation

12pm-1230pm Travel to MSC to meet with Legal

1230pm-230pm Legal Presentation (Sunshine Laws/ Public Records/ Diff types of lawyers
230pm Wrap/Departure

Week 5: (July 3) 9am-2pm

9am Meet at Water Resources

9am-11am Water Resources Presentation

11am-1130am Travel to Parks and Rec

1130am-230pm Parks and Rec Presentation

230pm Wrap/Departure

Week 6: (July 12) TBA

Shadow presentation to Council

Important Dates:

June 7th: Assignment 1

Read the City Council Agenda for 6/7/2018 and choose one issue to speak on during open forum. Students must research their selected issue and choose a position. Open forum only allows 3 minutes per speaker.

July 12th: Assignment 2 (Choose 1)

- Draft a New Business Item and present to City Council as a group.
- Service Project: Students work collaboratively to coordinate a service project that will impact a community in the City of St. Petersburg
TO: Members of City Council

DATE: May 11, 2017

COUNCIL DATE: May 18, 2017

RE: Referral to a Committee of the Whole - Bio-Solids to Energy Project Update to include presentations from the Contractor and Consultants

ACTION DESIRED:

Respectfully requesting a referral to the May 31, 2018 Committee of the Whole for an update of the Bio-Solids to Energy Project with presentations from the following:

- The Haskell Company
- Brown and Caldwell
- Black and Veatch Corporation
- AECOM Technical Services, Inc.
- Carollo Engineers, Inc.

The presentations are to include a summary update on the project together with an update on the major biosolids treatment facilities to be constructed as set forth in the January 7, 2016 City Council agenda backup (shown below):

- Demolition of existing obsolete structures and equipment
- 1560KW combined heat and power gas powered electrical generator
- Tow (2) primary clarifiers
- Flow splitter facility
- Two (2) refurbished gravity belt thickeners
- Two (2) digesters
- Generator waste heat to biosolids digesters heat recovery system
- Fats, oil and grease receiving station that uses primary clarifier odor control system
- Dewatering facility with two screw presses with odor control
- Electrical and boiler building
- Facilities for the cleaning of biogas to pipeline quality natural gas
- Odor control facilities

Ed Montanari, Council Member
District 3
CITY OF ST. PETERSBURG, FLORIDA.
RE-INCORPORATED A.D. 1903.

H-1
Ordinance No. ______________

AN ORDINANCE PROVIDING FOR THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN LAKE VISTA PARK ON JULY 14TH, 2018; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Notwithstanding any other Ordinance of the City of St. Petersburg, the sale and consumption of alcoholic beverages shall be permissible on July 14, 2018 in Lake Vista Park.

SECTION 2. The sale and consumption of alcoholic beverages pursuant to Section 1 hereof shall only be allowed in conjunction with those events for which a permit has been issued pursuant to Section 21-31 of the St. Petersburg City Code.

SECTION 3. As part of the permit issued pursuant to Section 21-31 of the St. Petersburg City Code, the Mayor may impose reasonable conditions and restrictions concerning the event, including but not limited to conditions and restrictions concerning the sale and consumption of alcoholic beverages.

SECTION 4. As part of any permits issued pursuant to Section 21-31 of the St. Petersburg City Code for the event entitled Extreme Mud Wars to be held on July 14, 2018 in Lake Vista Park, the park shall be exempt from Section 21-38(d) of the St. Petersburg City Code for this event only.

SECTION 5. A condition of any permit issued pursuant to this Ordinance shall be that the permittee comply with all applicable State Laws.

SECTION 6. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

City Attorney (designee)
Resolution No. 2018-

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(d) EXEMPTING TAMPA BAY BLUESFEST (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(d) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tampa Bay Bluesfest has been approved as a co-sponsored event; and

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

WHEREAS, Tampa Bay Bluesfest will take place on April 12 - 14, 2019 between the hours of 11:30 a.m. and 10:00 p.m. in Vinoy Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Tampa Bay Bluesfest (Vinoy Park) is exempt from the beer and wine only restrictions on the serving of alcoholic beverages in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at the venue during the time and date of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: Administration:

00346703 doc vi

Page 1 of 1
A RESOLUTION APPROVING EVENTS FOR CO-
SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY2019;
WAIVING THE NON-PROFIT REQUIREMENT OF
RESOLUTION NO. 2000-562(a)(8) FOR THE CO-SPONSORED
EVENTS TO BE PRESENTED BY: FULL THROTTLE MULTI
MEDIA, INC., TAMPA BAY BEACH BUMS, LLC, PARAGON
FINE ARTS FESTIVALS, INC., PARAGON FESTIVALS, INC.
AND SIDELINE APPAREL, INC.; AUTHORIZING THE
MAYOR OR HIS DESIGNEE TO EXECUTE ALL
DOCUMENTS NECESSARY TO EFFECTUATE THIS
RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, various entities have requested that the City co-sponsor their public events
in name only for FY2019;

and

WHEREAS, the City Council Co-Sponsored Events Committee has reviewed these
requests in accordance with City Council Resolution No. 2000-562, as amended, and has made
recommendations to City Council as to which requests to approve in name only; and

WHEREAS, City Council has reviewed the recommendations and has determined which
of these requests to approve in name only; and

WHEREAS, City Council Resolution No. 2000-562(a)(8) requires:

The applicant agency [requesting co-sponsorship]
must have been a non-profit or not for profit
corporation, exempt from federal income tax (26
U.S.C. Sec. 501(c)(3) or similar federal tax
provision) for a period of 1 year prior to the date of
application and must provide a letter of
endorsement for the event from the corporation’s
board of directors. Proof of corporate existence and
tax status are required at the time of making
application.;

and

WHEREAS, City Council Resolution No. 2006-119 exempts governmental entities from
the non-profit requirements of Resolution No. 2000-562(a)(8); and

WHEREAS, FULL THROTTLE MULTI MEDIA, INC., TAMPA BAY BEACH
BUMS, LLC, PARAGON FINE ARTS FESTIVALS, INC., PARAGON FESTIVALS, INC.
AND SIDELINE APPAREL, INC. ("For Profit Entities"), do not meet the non-profit
requirement of Resolution No. 2000-562(a)(8); and
WHEREAS, in order for the City to enter into co-sponsorship agreements with the For Profit Entities, the non-profit requirements of Resolution No. 2000-562(a)(8) must be waived by City Council; and

WHEREAS, the Administration and the City Council Co-sponsored Events Committee have reviewed the events set forth below that have been proposed by the various entities and recognize them as events that will benefit the community and recommend approval of the events for co-sponsorship and that a waiver be granted to the For Profit Entities.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following events for co-sponsorship by the City in name only are approved for FY2019, and the For Profit Entities shall provide evidence to the City of partnering with a non-profit organization 45 days prior to the first day of the event:

**FY2019 Events**

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Non Profit Organization</th>
<th>Profit Organization</th>
<th>Event Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walk to End Alzheimers</td>
<td>ALZHEIMER’S DISEASE AND RELATED DISORDERS ASSOCIATION, INC.</td>
<td></td>
<td>10/13/2018</td>
</tr>
<tr>
<td>2018 Walk Like MADD Pinellas</td>
<td>MOTHERS AGAINST DRUNK DRIVING, INC.</td>
<td></td>
<td>10/13/18</td>
</tr>
<tr>
<td>Walk to Defeat ALS</td>
<td>ALS ASSOCIATION- SOUTHERN FLORIDA CHAPTER, INC.</td>
<td></td>
<td>04/09/19</td>
</tr>
<tr>
<td>Meek &amp; Mighty Triathlon</td>
<td>ST. ANTHONY’S HOSPITAL, INC.</td>
<td></td>
<td>04/27/19</td>
</tr>
<tr>
<td>St. Anthony’s Triathlon</td>
<td>ST. ANTHONY’S HOSPITAL, INC.</td>
<td></td>
<td>04/28/19</td>
</tr>
<tr>
<td>PurpleStride Run / Walk</td>
<td>PANCREATIC CANCER ACTION NETWORK, INC.</td>
<td></td>
<td>02/16/19</td>
</tr>
<tr>
<td>Florida Motorcycle Expo</td>
<td>GENE PEARSON MOTORCYCLE AWARENESS FOUNDATION, INC.</td>
<td>FULL THROTTLE MULTI MEDIA, INC.</td>
<td>02/08/19</td>
</tr>
<tr>
<td>Tampa Bay Beach Cums 2018 Beach Classic</td>
<td>JUMP FOR KIDS, INC.</td>
<td>TAMPA BAY BEACH BUMS, LLC.</td>
<td>11/17/19</td>
</tr>
<tr>
<td>Southeast Guide Dogs Walk</td>
<td>SOUTHEASTERN GUIDE DOGS, INC.</td>
<td></td>
<td>02/23/19</td>
</tr>
<tr>
<td>St. Petersburg Holiday of the Arts</td>
<td>ST. PETERSBURG ARTS ALLIANCE, INC.</td>
<td>PARAGON FINE ARTS FESTIVALS, INC.</td>
<td>12/15/18</td>
</tr>
<tr>
<td>St. Petersburg Seafood &amp; Music Festival</td>
<td>ST PETERSBURG ARTS ALLIANCE, INC.</td>
<td>PARAGON FESTIVALS, INC.</td>
<td>03/2/19</td>
</tr>
<tr>
<td>St. Petersburg Fine Art Festival</td>
<td>ST. PETERSBURG ARTS ALLIANCE, INC.</td>
<td>PARAGON FINE ARTS FESTIVAL, INC.</td>
<td>02/02/18</td>
</tr>
<tr>
<td>St. Pete Beer &amp; Bacon Festival</td>
<td>PET PAL RESCUE, INC.</td>
<td>SIDELINE APPAREL, INC.</td>
<td>01/19/19</td>
</tr>
<tr>
<td>Open Streets St Pete</td>
<td>SHIFTSTPETE, INC.</td>
<td></td>
<td>10/28/18</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED that the non-profit requirement of Resolution No. 2000-562(a)(8) is waived for the co-sponsored events to be presented in FY2019 by FULL THROTTLE MULTI MEDIA, INC., TAMPA BAY BEACH BUMS, LLC, PARAGON FINE ARTS FESTIVALS, INC., PARAGON FESTIVALS, INC. AND SIDELINE APPAREL, INC;

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.
WHEREAS, entities have requested that the City co-sponsor their public events in name only for FY2018; and

WHEREAS, the City Council Co-Sponsored Events Committee has reviewed these requests in accordance with City Council Resolution No. 2000-562, as amended, and has made recommendations to City Council as to which requests to approve in name only; and

WHEREAS, City Council has reviewed the recommendations and has determined which of these requests to approve in name only; and

WHEREAS, City Council Resolution No. 2000-562(a)(8) requires:

The applicant agency [requesting co-sponsorship] must have been a non-profit or not for profit corporation, exempt from federal income tax (26 U.S.C. Sec. 501(c)(3) or similar federal tax provision) for a period of 1 year prior to the date of application and must provide a letter of endorsement for the event from the corporation’s board of directors. Proof of corporate existence and tax status are required at the time of making application. ;and

WHEREAS, both applicants are active Florida Not For Profit Corporations and are otherwise in compliance with Resolution No. 2000-562(a)(8); and

WHEREAS, the Administration and the City Council Co-sponsored Events Committee have reviewed the events set forth below that have been proposed by the entities and recognize them as events that will benefit the community and recommend approval of the events for co-sponsorship.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following events for co-sponsorship by the City in name only are approved for FY2018;
FY2018 Events

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Non Profit</th>
<th>Profit Organization</th>
<th>Event Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Festival &amp; Fitness Walk/Run</td>
<td>PINELLAS COUNTY URBAN LEAGUE, INC.</td>
<td></td>
<td>9/15/2018</td>
</tr>
<tr>
<td>Miracle By The Bay</td>
<td>KIWANIS CLUB OF GULF BEACHES, INC.</td>
<td></td>
<td>09/29/18</td>
</tr>
</tbody>
</table>

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:
A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(d) EXEMPTING COUNTRY MUSIC FESTIVAL (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(d) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Country Music Festival has been approved as a co-sponsored event; and

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

WHEREAS, Country Music Festival will take place on October 13 & 14, 2018 between the hours of 11:00 a.m. and 9:00 p.m. in Vinoy Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Country Music Festival (Vinoy Park) is exempt from the beer and wine only restrictions on the serving of alcoholic beverages in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at the venue during the time and date of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

Approvals: ____________________________

Legal: ____________________________ Administration: ____________________________
A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING ST. PETERSBURG SEAFOOD AND MUSIC FESTIVAL (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Petersburg Seafood and Music Festival has been approved as a co-sponsored event; and

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

WHEREAS, St. Petersburg Seafood and Music Festival will take place on March 2 & 3, 2019 between the hours of 11:00 a.m. and 8:00 p.m. in Vinoy Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that St. Petersburg Seafood and Music Festival (Vinoy Park) is exempt from the beer and wine only restrictions on the serving of alcoholic beverages in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at the venue during the time and date of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

Approvals:

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

Subject: Accepting a bid from Rowland, Inc., in the amount of $1,684,137.50, for the Downtown Water Main Replacement Project and the Downtown Conduit Installation, for Fiber Optic to the Pier Project, (Engineering Project Nos. 17054-111 and 18077-110; Oracle Nos. 15939 and 15056).

Explanation: The Procurement Department received two bids for the Downtown Water Main Replacement Project. The bids were opened on April 03, 2018, and tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rowland, Inc. (Pinellas Park, FL)</td>
<td>$1,684,137.50</td>
</tr>
<tr>
<td>Frederick Derr &amp; Company, Inc. (Sarasota, FL)</td>
<td>$1,794,219.50</td>
</tr>
</tbody>
</table>

The City has identified aging water main infrastructure in the downtown area in need of replacement. The City intends to replace cast iron pipelines installed in the 1940s as required. Also, the City will be installing conduit for a future fiber optic cable that will extend service east of the Municipal Service Center, the Pier, existing and future downtown facilities. The work will be done concurrently to minimize impacts to business and traffic. The Contractor will provide all labor, material, services, and equipment necessary to construct approximately 3,100 LF of water main in downtown St. Petersburg, and approximately 4,000 LF of conduit for fiber optic cable.

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

Rowland, Inc. (Pinellas Park, FL) .............................................. $1,684,137.50

Rowland, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 6847 dated March 13, 2018. They have performed similar work for the City of St Petersburg, Hillsborough County, Pinellas County, and the City of Dunedin and have performed satisfactorily. Principals of the firm are Kevin D. Rowland, president, Kenneth D. Rowland, vice president, and Richard B. Mansfield, Jr., vice-president/CFO.

The contractor will begin work approximately ten (10) calendar days from written Notice to Proceed. Work completion is scheduled within one hundred and eighty (180) consecutive calendar days thereafter.

Cost/Funding/Assessment Information: Funding has been previously appropriated in the Water Resources Capital Projects Fund (4003) DIS Downtown Main Replace FY17 Project (15939) and in the General Capital Improvement Fund (3001) Intown Streetscape Project (15056).

Attachments: Site Map
Resolution

Approvals:

Administrative

Budget
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO ROWLAND INC. FOR THE DOWNTOWN WATER MAIN REPLACEMENT PROJECT AND DOWNTOWN CONDUIT INSTALLATION FOR FIBER OPTIC CABLE TO CURRENT AND FUTURE DOWNTOWN FACILITIES INCLUDING THE NEW ST. PETE PIER™ FOR A TOTAL AMOUNT NOT TO EXCEED $1,684,137.50 (ENGINEERING PROJECT NOS. 17054-111 AND 18077-110; ORACLE NOS. 15939 AND 15056); 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 two (2) bids for the Downtown Water Main Replacement Project and fiber optic conduit installation to service current and future downtown city facilities including the new St Pete Pier™ pursuant to Bid No. 6847, dated March 13, 2018; and

WHEREAS, Rowland Inc. has met the specifications, terms and conditions of Bid No. 6847; 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 Rowland Inc. for the Downtown Water Main Replacement Project and downtown conduit installation for fiber optic cable to current and future downtown facilities including the new St. Pete Pier™ for a total amount not to exceed $1,684,137.50 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)
00372163
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Accepting a proposal from Boley Centers, Inc. for management services for the After School Youth Employment Program (ASYEP) and Summer Youth Intern Program (SYIP) for the Community Services Department, at an estimated annual cost of $400,000, for a total contract amount of $1,200,000. The agreement will commence on August 1, 2018 and replace the current agreement with Boley that renewed on April 5, 2018.

Explanation: The Procurement Department received two proposals for managing the ASYEP and SYIP. The two proposals were received from:

<table>
<thead>
<tr>
<th>Offerors</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Boley Centers, Inc.</td>
<td>$400,000</td>
</tr>
<tr>
<td>2. Choice Management Services, Inc.</td>
<td>$380,921</td>
</tr>
</tbody>
</table>

The proposal was evaluated by a cross-functional team of City staff. They included:

- Susan Ajoc, Director, Community Services
- Lendel Bright, ADA & Diversity Coordinator, Human Resources Civilian Review Board
- Janis Ford, Neighborhood Coordinator, Community Services
- Robyn Keefe, Planner, Urban Planning and Historic Preservation
- Blaise Mazzaola, Risk Manager, Human Resources

The proposals were evaluated based on the following criteria:

- Experience and Qualifications
- Proposal
- Cost
- Financial Stability

The vendor will recruit, screen and place applicants, as well as provide full payroll services and supervision for program participants. In addition, the provider will work with private industry and community groups to recruit eligible participants and employers. The City-funded program provides temporary employment for the City's youth from economically disadvantaged families who meet certain household income guidelines. The ASYEP provides employment for 40 high school youths between the ages of 14 and 18 and runs from mid-August to mid-May. The SYIP provides employment for 120 youths between the ages of 16 and 21 and runs from mid-May to early August. The combined programs will provide diverse year-round youth employment opportunities where participants can develop vocational skills and earn an income. The current agreement with Boley for ASYEP will expire on June 30, 2018. The current agreement with Boley for SYIP will expire on June 30, 2020. Both agreements will be replaced with one new agreement to cover ASYEP and SYIP as a result of RFP 6673, commencing on August 1, 2018.

The Procurement Department, in cooperation with the Community Services Department, recommends approval:

Boley Centers, Inc. (St. Petersburg, FL) .................................................................$1,200,000
   (Three-years @ $400,000 per year)

Boley Centers, Inc. has met the requirements of RFP No. 6673, dated February 26, 2018. The proposal from Boley Centers, Inc. was determined to be the most advantageous to the City, as it offered a comprehensive plan with projections to place 200 interns. The company is headquartered in St. Petersburg, and has been in business since 1970. It has satisfactorily provided these services for the City in the past.

Continued on Page 2
This agreement will be effective through May 31, 2021. A blanket purchase agreement will be issued and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the FY18 General Fund (0001), Community Services Administration Department (0831081) for the After School Youth Employment Program (ASYEP). Funding for the Summer Youth Intern Program (SYIP) will be appropriated in General Fund (0001), Community Services Administration Department (0831081) upon adoption of the FY19 budget.

Attachments: Technical Evaluation (2 pages)
Resolution

Approvals:

[Signature]  Administrative

[Signature]  Budget
Summary Work Statement

The City received two proposals for RFP No. 6673 for After School Youth Employment and Summer Youth Intern Programs. The successful offeror(s) will provide employment in both public and private sector businesses for the City's youth in economically disadvantaged families who meet certain household income guidelines. Two proposals were received from:

1. Boley Centers, Inc.
2. First Choice Management Services, Inc.

Evaluation Committee

The evaluations of the two proposals were conducted by:

- Susan Ajoc, Director, Community Services
- Lendel Bright, ADA & Diversity Coordinator, Human Resources Civilian Review Board
- Janis Ford, Neighborhood Coordinator, Community Services
- Robyn Keefe, Planner, Urban Planning and Historic Preservation
- Blaise Mazzola, Risk Manager, Human Resources

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience
- Qualifications
- Proposal
- Cost
- Financial Stability

Offerors' Profiles

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

Boley Centers, Inc. is headquartered in St. Petersburg, FL, and was incorporated in 1970. The organization has been providing this service for 48 years and employs 203 people. Its strengths include: staff has over 40 years of experience working with youth and adult employment programs; proposal was clear and concise, and their financials are strong per recent audit results.

Weaknesses include: No breakdown of operational costs; details lacking on how business relationships will be expanded to meet target industries, including financial services, specialized manufacturing, creative arts design, data analytics, marine/life sciences, and those involved in environmentally preferable business practices.

The proposal meets the City's requirements.
First Choice Management Services, Inc. is headquartered in Orlando, FL, and was incorporated in 1994. The firm has been providing this service for 7 years and employs 5 people. Its strengths include: experience in working with high school and college-aged students in STEM and healthcare fields; key staff has extensive experience in leadership, strategic programming and management operations; proposal was complete, with an emphasis on paperless environment; costs are within budget.

Weaknesses include: Limited experience working with disadvantaged youth in local industries; limited financial data/activity; high administrative costs; experience provided did not closely match requirements described in the scope of this RFP.

The proposal does not meet the City's requirements.

Shortlisting and Recommendation for Award

The proposals were initially evaluated solely on the evaluation criteria established in the RFP. On March 27, 2018, the Evaluation Committed recommended Boley Centers, Inc. for the After School Youth and Summer Youth Intern Programs. The company has met the requirements of RFP No. 6673 and the offer was determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP.

Boley Centers, Inc. was selected for the following reasons:

• Extensive experience working with at-risk youth populations
• Strong local relationships; has been part of Pinellas County social services community for 48 years
• Strong financials

Susan Ajoc  
Committee Member

Lendel Bright  
Committee Member

Janis Ford  
Committee Member

Blaise Mazzola  
Chair

Rev (5/11)
RESOLUTION NO. 2018-____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE YEAR AGREEMENT WITH BOLEY CENTERS, INC. AT A TOTAL COST NOT TO EXCEED $400,000 FOR MANAGEMENT SERVICES FOR THE AFTER SCHOOL YOUTH EMPLOYMENT PROGRAM (ASYEP) AND THE SUMMER YOUTH INTERN PROGRAM (SYIP) FOR THE COMMUNITY SERVICES DEPARTMENT; 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 issued RFP No. 6673 for management services for the After School Youth Employment Program (ASYEP) and the Summer Youth Intern Program (SYIP) for the Community Services Department; and

WHEREAS, on March 20, 2018, the Procurement and Supply Management Department received two (2) proposals in response to the RFP; and

WHEREAS, on March 27, 2018, the evaluation committee (Susan Ajoc, Lendel Bright, Janis Ford, Robyn Keefe, and Blaise Mazzola) evaluated the two proposals and selected Boley Centers, Inc. (“Boley”) to provide management services for the ASYEP and the SYIP for the Community Services Department; and

WHEREAS, the current agreement with Boley for the SYIP was set to expire on June 30, 2020, however, as a result of this RFP, that agreement will terminate early and both programs will be combined into this new agreement; and

WHEREAS, the Procurement Department in cooperation with the Community Services Department recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of an agreement with Boley Centers, Inc. at a total cost not to exceed $400,000 for management services for the After School Youth Employment Program and the Summer Youth Intern Program for the Community Services Department is hereby approved.

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 by:

[Signature]

Legal Department
By: (City Attorney or Designee)

00372427
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Parkmobile, LLC for pay-by-phone parking services, at an estimated annual revenue of $45,000, for a total revenue amount of $211,000.

Explanation: On September 17, 2015, City Council approved a three-year blanket purchase agreement for pay-by-phone parking services with Parkmobile, LLC. The agreement has one, two-year renewal option. This is the final renewal.

The vendor provides all equipment, software applications, and secure internet access website for consumers, hosting services, and credit card payment processing and customer instructional signage/stickers for provision of PbP services. Additionally, the vendor provides training on the use of its software, payment verification for enforcement, technical support services and marketing of the program to potential PbP consumers.

PbP customers pay a $0.35 convenience fee for each parking transaction or $0.25 with a monthly membership fee of $0.99. Confirmed primary residents of St. Petersburg will not pay a convenience fee. The vendor guaranteed a revenue share with the City, with the minimum amount of $121,000 during the initial three year term. All customer payments for convenience fees and parking payments will be deposited directly into the City’s bank account. The City will retain all parking revenue and settle convenience fees with Parkmobile consistent with the terms and conditions of the agreement.

The Procurement Department, in cooperation with the Transportation and Parking Management Department, recommends renewal:

<table>
<thead>
<tr>
<th>Parkmobile, LLC (Atlanta, GA)</th>
<th>$121,000 revenue share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement revenue share amount</td>
<td>$121,000</td>
</tr>
<tr>
<td>1st renewal revenue share – Two years @ $45,000/yr</td>
<td>90,000</td>
</tr>
<tr>
<td>New contract amount</td>
<td>$211,000</td>
</tr>
</tbody>
</table>

The vendor agrees to uphold the terms and conditions of RFP No. 7847, dated June 18, 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 September 30, 2020.

Cost/Funding/Assessment Information: Funding for this program is generated through revenues received from convenience fees paid by users to the vendor.

Attachments: Resolution

Approvals:

[Signatures]
A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH PARKMOBILE, LLC FOR PAY-BY-PHONE PARKING SERVICES FOR THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT TO EXTEND THE TERM FOR TWO YEARS AND INCREASE THE CONTRACT AMOUNT FOR THE RENEWAL TERM AT A MINIMUM AMOUNT OF $90,000 TO BE PAID TO THE CITY; PROVIDING THAT THE TOTAL CONTRACT AMOUNT TO BE PAID TO THE CITY SHALL NOT BE LESS THAN $211,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 17, 2015, City Council approved a three-year agreement ("Agreement") with one two-year renewal option to Parkmobile, LLC for pay-by-phone parking services pursuant to RFP No. 7847 dated September 30, 2020; and

WHEREAS, Administration desires to amend the Agreement to exercise the sole two-year renewal option for Parkmobile, LLC to pay the City an amount not less than $90,000 for the renewal term; and

WHEREAS, Parkmobile, LLC has agreed to hold prices firm under the terms and conditions of RFP No. 7847; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Transportation and Parking Management Department recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an amendment to the agreement with Parkmobile, LLC for pay-by-phone parking services for the Transportation and Parking Management Department to extend the term for two years and increase the contract amount for the renewal term at a minimum amount of $90,000 to be paid to the City is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount to be paid to the City shall not be less than $211,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

00372369
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the purchase of three radio dispatch consoles from Motorola Solutions, Inc., a sole source supplier, for the Police Department, at a total cost of $192,869, and approving a supplemental appropriation in the amount of $82,500 from the Public Safety Capital Improvement Fund (3025), and providing an effective date.

Explanation: The vendor will furnish, deliver, and install three proprietary MCC7500 Dispatch Consoles for the Police Communications Center in the new police headquarters building. These consoles will provide 24-7 radio support using the Countywide Public Safety Response System. Motorola Solutions, Inc. is the sole radio provider for the Regional 911 Center located in Largo, FL. This purchase will allow the St. Petersburg Police Department to utilize the infrastructure provided by the County and maintain compatibility with the Department's current radio consoles (all Motorola products). It will also provide consistency for both St. Petersburg Police Department personnel and County personnel when utilizing either entity's facilities as an emergency operations location.

The pricing of the radios reflects a 15% discount from the list price based on the Broward County SO Contract and a 20% Motorola Discount on installation services.

The Procurement Department, in cooperation with the Police Department, recommends approval:

Motorola Solutions, Inc. (Chicago, IL) .............................................. $192,869

This purchase is made in accordance with Section 2-249, Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

Cost/Funding/Assessment Information: Funds are available after a supplemental appropriation in the amount of $82,500 from the unappropriated balance of the Public Safety Capital Improvement Fund (3025) to the Radio Dispatch Consoles Project (TBD). The balance of the funds needed for this purchase, $110,369, has been previously appropriated in the General Fund (0001) Police Department (140) for the purchase of radio dispatch consoles from Motorola Solutions, Inc., a sole source supplier, for the Police Department, at a total cost of $192,869.

Attachments: Sole Source Quote (3 pages) Resolution

Approvals:

[Administrative]

[Budget]
City of St. Petersburg

Sole Source Request
Procurement & Supply Management

Department: Police - 140
Requisition No.: TBD

Check One: X Sole Source
Proprietary Specifications

Proposed Vendor: Motorola
Estimated Total Cost: $192,869

Description of Items (or Services) to be purchased:
3 proprietary radio dispatch consoles for the Police Communications Center

Purpose of Function of items:
The consoles provide 24-7 radio support on the Countywide Public Safety Response System.

Justification for Sole Source of Proprietary specification:
Motorola is the sole radio provider for the Regional 911 center located in Largo, FL. For St. Petersburg Police Department (SPPD) to utilize the infrastructure provided by the county, remain operable with the Department's current radio consoles (all Motorola products), and provide consistency for both SPPD personnel and County personnel when we utilize each other's facilities as a disaster location, these three (3) units must be Motorola as well.

I hereby certify that in accordance with Section 2-249 of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.

Department Director

Administrator/Chief

Louis Moore, Director
Procurement & Supply Management

Date: 03/26/18
Date: 3/26/2018
Date: 3/28/2018

Rev (1/11), (6/15)
March 23, 2018

Michael L. McDonald  
Director - Administrative Services Bureau  
St. Petersburg Police Department  
1300 First Avenue North  
St. Petersburg, FL 33705

Subject: Quote for 3 (three) MCC7500 Dispatch Consoles

Mr. McDonald,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide St Petersburg with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this project Motorola has included a combination of hardware, software, and services.

Scope of Work:

- Deliver 3 (three) MCC7500 Dispatch Console positions and 3 (three) APX Consolettes capable of later integration (see Note below) into the Pinellas County 7.14 P25 radio system.  
- All parts, engineering, design, local installation, optimization, project management and compliance testing of the solution described herein.

Pricing Detail:

<table>
<thead>
<tr>
<th>Description</th>
<th>Item</th>
<th>List price</th>
<th>Discount</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCC7500 Dispatch Equipment</td>
<td>1. Three MCC 7500 Dispatch Positions</td>
<td>$ 178,415</td>
<td>Discount</td>
<td>$ 151,653</td>
</tr>
<tr>
<td>Computer software system(s) used to track and</td>
<td>2. P25 Trunked Operation</td>
<td></td>
<td>per Broward SO Contract - 15%</td>
<td></td>
</tr>
<tr>
<td>manage public safety incidents and resources</td>
<td>3. Encrypted Operation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Instant Call Recorder</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Microphones, Footswitch, Speakers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APX7500 Consolettes with Pinellas County</td>
<td>1. Three APX Consoles 7/800mhz</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configuration (one per console)</td>
<td>2. Astro Digital CAI Operation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. ENH SmartZone APX</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. P25 Trunking Software</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. ENH: Over the Air Provisioning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Enhanced Data</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Extended Dispatch APX Consolette</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8. APX Mobile Radio Authentication</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9. Multiple Key Encryption</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10. AES/DES-XL/DES-OFB Encryption</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Infrastructure Connectivity including Master Site Configuration, Licensing</td>
<td>1. Master Site Configuration</td>
<td>2. Master Site Console Licensing</td>
<td>3. Misc Parts/cables etc.</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Additional Pinellas County Discount if ordered by 9/21/2018</td>
<td>-$ 7,136</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** This quote does not include the IT related backroom equipment such as servers, routers, switches, antenna and line, power, racks, R56 grounding, and services which are required to integrate these and additional consoles into the Pinellas County 7.14 Public Safety P25 radio system. The additional equipment and services will be quoted separately at a later date.

**Installation Schedule:** Motorola expects to ship the listed hardware and software within 60 days from receipt of a Purchase Order. Exact installation date to be coordinated with St Petersburg.

**Ship Destination:** Equipment will be shipped to and staged at:
Suncoast Communications
Attn: Rick Parrish – St Petersburg consoles
3195 Tech Drive North
St Petersburg, FL 33716

**Acceptance Criteria:** Motorola will demonstrate the functionality of the dispatch solution(s) listed above. The system is considered to be accepted upon signoff by the user/purchaser or upon beneficial use.

**Assumptions:**
1. AC power and circuits are not included in this quote.
2. HVAC available and/or customer responsibilities.
3. Grounding and surge protection is not included in this quote.
4. Any backup power shall be customer responsibilities.
5. Mounting space for equipment available and are customer responsibilities.
6. Customer will provide monitors.

If you would like to proceed with this project please provide a Purchase Order to Motorola Solutions.
Sincerely,

Matt Henderson  
Senior Account Executive  
Motorola Solutions  

813-421-0716
A RESOLUTION DECLARING MOTOROLA SOLUTIONS, INC. AS THE SOLE SOURCE SUPPLIER OF RADIO DISPATCH CONSOLES; APPROVING THE PURCHASE OF THREE RADIO DISPATCH CONSOLES FROM MOTOROLA SOLUTIONS, LLC FOR THE POLICE DEPARTMENT AT A TOTAL COST NOT TO EXCEED $192,869; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $82,500 FROM THE UNAPPROPRIATED BALANCE OF THE PUBLIC SAFETY CAPITAL IMPROVEMENT FUND (3025) TO THE RADIO DISPATCH CONSOLES PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase three (3) radio dispatch consoles that will provide 24-7 radio support using the Countywide Public Safety Response System for the Police Communications Center in the new police headquarters; and

WHEREAS, Motorola Solutions, Inc. ("Motorola") is the sole radio provider for the Regional 911 Center located in Largo, Florida, and the purchase of three radio dispatch consoles from Motorola will allow the Police Department to utilize the infrastructure provided by Pinellas County and maintain compatibility with the Police Department's current Motorola radio consoles; and

WHEREAS, Section 2-249 of the City Code provides for sole source procurement when a supply or service is available from only one source; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Motorola Solutions, LLC is declared a sole source supplier for radio dispatch consoles for the Police Department.

BE IT FURTHER RESOLVED that the purchase of three radio dispatch consoles from Motorola Solutions, LLC for the Police Department at a total cost not to exceed $192,869 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.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Public Safety Capital Improvement Fund (3025), the following supplemental appropriation for FY18:

| Public Safety Capital Improvement Fund (3025) | Radio Dispatch Consoles Project (TBD) | $82,500 |
This Resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00372405

[Signature]
Budget
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Accepting a proposal from GP Strategies Corporation for disaster-related reimbursement consulting services for the Office of the City Auditor; and authorizing the Mayor or the Mayor's designee, to execute all documents necessary to effectuate this transaction.

Explanation: The Procurement Department received three proposals for consulting services for disaster related reimbursements. The three proposals were received from:

<table>
<thead>
<tr>
<th>Offerors</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DACK Consulting Solutions, Inc.</td>
</tr>
<tr>
<td>2. David M Shapiro Disaster Planning &amp;</td>
</tr>
<tr>
<td>Recovery Consulting, Inc.</td>
</tr>
<tr>
<td>3. GP Strategies Corporation</td>
</tr>
</tbody>
</table>

The proposals were evaluated by a cross-functional team made up of the Office of the City Auditor, Sanitation Department, Parks & Recreation, and the Police and Fire Departments. They include:

Regenia Williams, Administration Services Manager, Sanitation
Boriana Pollard, Senior Auditor, Office of the City Auditor
Kerry Bittner, Recreation Administration Support Coordinator, Parks & Recreation
Amber Boulding, Emergency Management Specialist, Fire Department
Pamela West, Account III, Police Department

The proposals were evaluated based on the following criteria:

- Experience and qualifications of the firm and staff
- Capacity to accomplish the work
- Financial stability
- Cost of services

The consultant will provide disaster related reimbursement assistance services to ensure the City's timely, compliant and accurate submission of documentation for reimbursement/recovery of all disaster-related costs determined to be eligible by law or otherwise. Services will include preparing and submitting the city's initial request for public assistance and all project worksheets with required supporting documentation, within all agencies' deadlines and in a manner achieving maximum eligibility for reimbursement of costs; tracking all project documentation submitted through the entire grant process; establishing audit trails as administration of the grant(s) occurs; developing strategies and writing appeals for any cost-recovery disputes between the City and others and advising the City of changes, updates, revisions and other policy or procedural changes affecting the recovery and eligibility for recovery of the City's disaster-related expenditures.

Due to ongoing and frequent changes in disaster-related reimbursement rules, regulations, eligibility and the interpretation of such; as well as the complexity of required reimbursement documentation for FEMA and other agencies providing reimbursement, the City has experienced more challenges in receiving full reimbursement for disaster related expenses. Currently, FEMA

Continued on Page 2
and the other agencies are increasingly more stringent in their review of reimbursement applications and often do not approve full reimbursement in their initial determination. As a result, the City has determined that a consultant is needed to assist with compliance and documentation. The consultant is also needed to submit the City's reimbursement application and to assist with appeals as necessary. The consultant will also assist the City during the project closeout process and with any audits required by federal and other agencies.

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

GP Strategies Corporation (Columbia, MD)

GP Strategies Corporation has met the requirements of RFP No. 6704, dated November 9, 2017. GP Strategies Corporation was determined to be most advantageous to the City, taking into consideration price and the evaluation criteria set forth in RFP No. 6704, dated November 9, 2017. The firm has successfully performed these services for Berkeley County, South Carolina, the City of New Orleans, the Texas Department of Rural Affairs, the City of Springfield, MA, The city of Palm Coast, the Palm Beach School District, and the Village of North Palm Beach. A blanket purchase agreement will be issued to the consultant and will be binding only for actual services rendered. This agreement will be effective through March 31, 2021, with one two-year renewal option.

Cost/Funding/Assessment Information: Initially funds will be obtained through the appropriate department’s budget. In the event additional funds are needed, a supplemental appropriation will be requested from Council.

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

Approvals:

[Signatures]

Administrative  
Budget
Technical Evaluation
918-81 Consulting Services for Disaster Related Reimbursement Assistance

Summary Work Statement

The City received three proposals for RFP No. 6704, Consulting Services for Disaster Related Reimbursement Assistance. The successful offeror(s) will provide disaster related reimbursement assistance to the City. The three proposals were received from:

1. DACK Consulting Solutions, Inc.
2. David M Shapiro Disaster Planning & Recovery Consulting, Inc.
3. GP Strategies Corporation

Evaluation Committee

The evaluations of the three proposals were conducted by:

Regenia Williams, Manager, Sanitation
Boriana Pollard, Senior Auditor, Office of the City Auditor
Kerry Bittner, Recreation Administration Support Coordinator, Parks & Recreation
Amber Boulding, Emergency Management Specialist, Fire Department
Pamela West, Accountant III, Police Department

Evaluation Criteria

The proposals were evaluated based on the following criteria:

• Experience and qualifications of firm and staff
• Capacity to accomplish the work
• Financial stability
• Cost of services

Offerors' Profiles

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

DACK Consulting Solutions, Inc. is headquartered in New York, and was incorporated in 1997. The firm has been providing this service for 6 years and employs 27 people. Its strengths include: They are willing to open a St. Petersburg office if awarded the contract and gave examples of their ability to ramp up staffing to meet the needs of the contract; they provided experience with FEMA during Hurricane Sandy; and their fees included all personnel required to assist during a disaster.

Weaknesses include: Their FEMA work experience is only with Hurricane Sandy; their work experience is only based in New York; they currently do not have an office in Florida, therefore they don't have an established relationship with local contractor/communities; their proposal shows that disaster recovery is not their primary function of business; and their staff does not have specialized skills or specific experience on FEMA assignments.

The proposal minimally meets the City’s requirements.
David M Shapiro Disaster Planning & Recovery Consulting, Inc. is headquartered in Boca Raton, FL, was established in January 1997 and was incorporated as a Florida "S" corporation in 2012. The firm has been providing this service for 21 years and employs 50 people. Its strengths include: The company is solely disaster-related services oriented, with extensive recovery experience in Florida; they are based in Florida with a St. Petersburg office and co-located with a sub-contractor; their proposal provided for an internal recovery tracking system (DisasTrax); and they provided a well planned layout from the kickoff meeting, to project formulation, to completion.

Weaknesses include: They were not clear on the role/responsibility of their sub-contractors; they have multiple Florida contracts; and there were various inconsistencies on the resumes submitted.

The proposal meets the City's requirements.

GP Strategies Corporation is headquartered in Columbia, MD, and was incorporated in 1982. The firm has been providing this service for 14 years and employs 3,500 people. Its strengths include: They have experience working with FEMA and are proficient in new FEMA processes; they have several ongoing projects; they provided specific quantifiable examples of successful projects; their proposal provided for an internal recovery tracking system; and they have experience working with the Florida Division of Emergency Management (FDEM).

Weaknesses include: Their sub-contractors are local, but lack recovery experience; their proposal had multiple errors; they have not worked with a mid-sized City in Florida; and they are a large firm with large clients.

The proposal meets the City's requirements.

Shortlisting and Oral Presentations

The proposals were initially evaluated solely by the evaluation committee, based on the evaluation criteria established in the RFP. On February 1, 2018, the evaluation committee ranked the proposals and the top two firms were invited for oral presentations. They were ranked as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>David M Shapiro Disaster Planning &amp; Recovery Consultants, Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>GP Strategies Corporation</td>
</tr>
<tr>
<td>3.</td>
<td>DACK Consulting Services, Inc.</td>
</tr>
</tbody>
</table>

Oral presentations and interviews took place before the evaluation committee on February 12, 2018, 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. On February 12, 2018, the evaluation committee met to discuss the presentations. Best and final offers were requested after their responses to final clarification questions were received.
Recommendation for Award

On February 21, 2018, the evaluation committee recommended GP Strategies Corporation as the highest ranked offeror for disaster related reimbursement assistance consulting services. The company has met the requirements of RFP No. 6704 and the offer was determined to be the most advantageous to the City, taking into consideration the premium cost and the evaluation criteria set forth in the RFP.

GP Strategies Corporation was selected for the following reasons:

- They reduced their fees by 7.5 percent from their original submission
- They have experience with FEMA related functions for state and municipalities
- They will provide 16 hours of training for City personnel annually.

Amber Boulding  
Chair

Regenia Williams  
Committee Member

Kerry Sitbon  
Committee Member

Boriana Pollard  
Committee Member

Pamela West  
Committee Member
### Meeting Agenda

**Title:** RFP No. 6704: Consulting Services for Disaster Related Reimbursement Assistance

**Meeting Date:** Thursday, February 1, 2018

**Time:** 10:00 a.m.

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

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members in Attendance: Amber Boulding, Boriana Pollard, Pamela West, Kerry Bittner, Regenia Williams  

 | a. Public Comments  
 | b. Florida’s Open Meeting Law – FS 286.011 [NJ]  
 | c. Prohibited Communication - AP #050100 [NJ]  
 | d. Selection of Chairperson (Committee) |
| 2. Evaluations of Proposals (Strengths and Weaknesses) | Committee began its deliberations of the Proposals  

 | a. DACK Consulting Solutions, Inc.  
 | b. David M. Shapiro Disaster Planning & Recovery Consulting, Inc.  
 | c. GP Strategies Corporation |
| 3. Ranking/Short-list | Committee Ranked as follows:  

 | 1. David M. Shapiro Disaster Planning & Recovery Consulting, Inc.  
 | 2. GP Strategies Corporation  
 | 3. DACK Consulting Solutions, Inc. |
| 4. Oral Presentation | Motion by: Amber Boulding to invite the top 2 suppliers to provide oral presentations  

 | Seconded by: Boriana Pollard  
 | Votes: Affirmative (5) |
| 5. Adjournment | Meeting adjourned at 1055

Rev (8/16)
Title: RFP No. 6704: Consulting Services for Disaster Related Reimbursement Assistance
Meeting Date: Monday, February 12, 2018
Time: 10:45 a.m.
Place: Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members in Attendance: Amber Boulding (Chair), Regenia Williams, Kerry Bittner, Pam West, Boriana Pollard  
| | Staff: Neal Jones |
| a. Public Comments | Committee began its deliberations of the Presentations |
| b. Florida’s Open Meeting Law – FS 286.011 [NJ] |  
| c. Prohibited Communication - AP #050100 [NJ] |  
| 2. Evaluations of Presentations (Strengths and Weaknesses) | Committee Ranked as follows:  
| | 1. David M. Shapiro Planning & Recovery Consultants, Inc.  
| | 2. GP Strategies Corporation |
| 3. Ranking | Motion by: Boriana Pollard to request BAFO’s from both consultants  
| | Seconded by: Regenia Williams  
| | Votes: Affirmative (5) |
| 4. Best and Final Offer (BAFO) | Meeting adjourned at: 11:11 |
| 5. Adjournment | |

Rev (8/16)
City of St. Petersburg  
**Meeting Agenda**  
Procurement and Supply Management

**Title:** RFP No. 6704: Consulting Services for Disaster Related Reimbursement Assistance  
**Meeting Date:** Wednesday, February 21, 2018  
**Time:** 1:30 p.m.  
**Place:** Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
</table>
| 1. Introductions | Committee Members in Attendance: Amber Boulding (Chair), Regenia Williams, Kerry Bittner, Pam West, Boriana Pollard  
   a. Public Comments  
   b. Florida's Open Meeting Law – FS 286.011 [NJ]  
   c. Prohibited Communication - AP #050100 [NJ]  
   Staff: Neal Jones |
| 2. Evaluations of BAFO's (Strengths and Weaknesses) | Committee began its deliberations of the Best and Final offers  
   b. GP Strategies Corporation |
| 3. Recommendation for Award | Motion by: Kerry Bittner to Recommend GP Strategies Corporation for Award  
   Seconded by: Regenia Williams  
   Votes: Affirmative: (5) |
| 4. Adjournment | Meeting adjourned at: 1348 |
RESOLUTION NO. 2017-____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION TO GP STRATEGIES FOR DISASTER RELATED REIMBURSEMENT ASSISTANCE FOR THE OFFICE OF THE CITY AUDITOR; 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 issued RFP No. 6704 for disaster related reimbursement services that includes assistance with compliance, documentation, submission of reimbursement applications, appeals (as necessary), project closeout and auditing for the Office of the City Auditor; and

WHEREAS, on January 16, 2018, the Procurement and Supply Management Department received three (3) proposals in response to the RFP; and

WHEREAS, on February 1, 2018, the evaluation committee (Regenia Williams, Boriana Pollard, Kerry Bittner, Amber Boulding, and Pamela West) ("Committee") evaluated the three proposals and shortlisted the firms of David M. Shapiro Disaster Planning & Recovery Consultants, Inc. ("David M. Shapiro") and GP Strategies Corporation ("GP"); and

WHEREAS, on February 12, 2018, the shortlisted firms made oral presentations and best and final offers from the shortlisted firms were requested; and

WHEREAS, on February 21, 2018, the Committee selected GP to provide disaster related reimbursement assistance for the Office of the City Auditor; and

WHEREAS, the agreement will be effective through March 31, 2021, with one two-year renewal and GP will be paid for services provided; and

WHEREAS, the Procurement Department in cooperation with the Office of the City Auditor recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is hereby accepted and the award of a three year agreement with one two-year renewal option to GP Strategies Corporation for disaster related reimbursement assistance for the Office of the City Auditor is hereby approved.

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 by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00371937
TO: THE HONORABLE LISA WHEELER-BOWMAN, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Marina Bay Garden Villas, generally located south of the Pinellas Bayway along Franklin Court South at the intersection of College Avenue South (Our File: 16-20000010)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval of a plat to create townhome lots. This is a replat to change the layout of the townhomes from fifteen larger lots to 20 smaller lots. This is a replat of Blocks 16-19, Block 23, part of tract “F”, and part of tract “E” of the plat of Marina Bay The Gardens, as recorded in plat book 131, pages 88 through 92.

The plat will assemble the lots for redevelopment.

Attachments: Aerial, Resolution w Plat, Engineering Conditions dated April 27, 2017

APPROVALS:

Administrative: ____________________________
Budget: NA ____________________________
Legal: ____________________________
RESOLUTION NO. ______

A RESOLUTION APPROVING THE PLAT OF MARINA BAY GARDEN VILLAS, GENERALLY LOCATED SOUTH OF THE PINELLAS BAYWAY ALONG FRANKLIN COURT SOUTH AT THE INTERSECTION OF COLLEGE AVENUE SOUTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 16-20000010)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Marina Bay Garden Villas, generally located south of the Pinellas Bayway along Franklin Court South at the intersection of College Avenue South, 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

City Attorney (Designee) Date

4-13-18

4/17/18
PLAT OF MARINA BAY THE GARDENS, AS RECORDED IN PLAT BOOK 131, PAGES 88 THROUGH 92, INCLUSIVE
SECTION 10, TOWNSHIP 32 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA


2. NOTICE: THIS PLAT AS RECORDED IS IN ITS GRAPHIC FORM AS THE OFFICIAL DEPICTION OF THE SUBDIVISION (AS ORGANIZED, OWNED AND IN CONDOMINIUM AS SUBDIVISION), WHICH HAS BEEN SUBMITTED IN ACCORDANCE WITH ANY OTHER DOCUMENT OR DEED OF THE FORM.

3. THE COPY OR REPRODUCTIONS OF THIS PLAT MAY BE ADDED TO THE PUBLIC RECORDS AT ANY TIME. THE COPY OR REPRODUCTIONS OF THIS PLAT MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

4. NO OTHER USE OF THIS SUBDIVISION OR ANY PERSONAL USE OF ANY BLOCK OR TRACT SHALL BE PLANTED ON ANY PUBLIC EASEMENT OTHER THAN THAT WHICH CONSTITUTES A PART OF THE PUBLIC EASEMENT TO THE EXTENT OF THE EASEMENTS OF SURFACES, HEIGHT AND LOCATION OF ALL THE PUBLIC EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT.

5. LADCKEAGE MAINTENANCE IN EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

6. A BLURRY EASEMENT EASEMENTS OR THE PUBLIC PROPERTY IS THE PUBLIC EASEMENT LAND OWNED AND MAINTAINED BY THE STATE OF FLORIDA.

7. THIS PLAT IS NOT COMPLIANT WITH THE CITY OF ST. PETERSBURG EASEMENT REQUIREMENTS. THIS PLAT SHALL NOT BE USED FOR EASEMENT PURPOSES.

8. ATTORNIES ARE NOT RESPONSIBLE FOR ANY EASEMENT ISSUES ARISING FROM THIS PLAT.

9. THIS PLAT IS NOT MATURED TO THE CITY OF ST. PETERSBURG EASEMENT REQUIREMENTS. THIS PLAT SHALL NOT BE USED FOR EASEMENT PURPOSES.
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Pamela Jones, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: April 27, 2017
SUBJECT: Preliminary and Final Plat – Marina Bay - Garden Villas
FILE: 16-20000010, Revision 1

LOCATION: 17 Franklin Court South A; 10-32-16-55254-016-0010
AND PIN: 17 Franklin Court South B; 10-32-16-55254-016-0020
17 Franklin Court South C; 10-32-16-55254-016-0030
18 Franklin Court South A; 10-32-16-55254-017-0010
18 Franklin Court South B; 10-32-16-55254-017-0020
18 Franklin Court South C; 10-32-16-55254-017-0030
21 Franklin Court South A; 10-32-16-55254-018-0010
21 Franklin Court South B; 10-32-16-55254-018-0020
21 Franklin Court South C; 10-32-16-55254-018-0030
22 Franklin Court South A; 10-32-16-55254-019-0010
22 Franklin Court South B; 10-32-16-55254-019-0020
22 Franklin Court South C; 10-32-16-55254-019-0030
26 Franklin Court South A; 10-32-16-55254-023-0010
26 Franklin Court South B; 10-32-16-55254-023-0020
26 Franklin Court South C; 10-32-16-55254-023-0030

ATLAS: L-29 and L-31
PROJECT: Preliminary and Final Plat
REQUEST: Marina Bay – Garden Villas

The Engineering Department has no objection to the proposed preliminary and final plat provided that the following special conditions and standard comments are added as conditions of approval:

SPECIAL CONDITIONS OF APPROVAL:
1. The applicant is required to provide sanitary sewer to each lot of record. All sanitary sewer systems within this project are privately owned and maintained.

2. The applicant is required to provide potable water service to each proposed lot if not existing. This project is master metered by the City, all water mains within private property are privately owned and maintained.

3. All reclaimed water mains within the property are privately owned and maintained.
4. 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.

5. 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.

6. 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. Since there is a change from 3 to 4 lots per block, any proposed changes to previously approved sanitary sewer 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 mains 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 mains 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.

STANDARD COMMENTS: Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the
private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

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.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant’s engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer’s Self Certification to FDEP.

Submit a completed Stormwater Management Utility Data Form to the City Engineering Department with any plans for development on this site.

It is the developer’s responsibility to file a CGP Notice of Intent (NOI) (DEP form 62-21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

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:jw

pc: Kelly Donnelly
Reading File
Correspondence File
Subdivision File – Moore’s 2nd Replat and Addition
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 Executive Helicopter Tours, Inc., a Florida corporation, for the use of ±70 square feet of space within the lobby of Hangar No. 1 located within Albert Whitted Airport; 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: On November 30, 2017, Real Estate & Property Management received a request from Airport Management to initiate a License Agreement ("License") with Executive Helicopter Tours, Inc. ("EHT"), for the use of ±70 square feet of space in the lobby of Historic Hangar No. 1 ("Premises") within Albert Whitted Airport ("Airport"). EHT seeks to provide helicopter tours to the general public and desires the use of certain lobby space located in Hangar No. 1 to place a cabinet to house a kiosk for scheduling customer tours, along with other business related equipment including, but not limited to, a laptop computer, credit card machine and informational material (collectively, "Licensee Equipment").

EHT currently houses and maintains its aircraft in Hangar No. 4 on the Airport under a sublease agreement ("Sublease") with Romac-Air, LLC, a Florida limited liability company ("Romac"). Romac is under a five-year Lease Agreement with the City for use of Hangar No. 4 ("Romac Lease") and has the rights to a renewal term of an additional five (5) years. The Romac Lease permits Romac to enter into sublease agreements with a term of one year or less, provided the subtenant complies with the terms, conditions and requirements of the Romac Lease. EHT has provided the City an insurance certificate documenting that it is in compliance with the requirements set forth in the Romac Lease.

Locating the Licensee Equipment in the lobby of Hangar No. 1 will allow EHT customers to schedule tours at the Airport in an area accessible to the general public and also allows the City to collect revenue on underutilized Airport space.

EHT has reviewed and executed the License, subject to City Council approval, which grants EHT use of the Premises, for a fee of One Hundred Fifty Dollars ($150.00) per month, for a term not to exceed that of the Romac Lease. The License is subject to the Sublease, and in the event the Sublease expires or is terminated, the License shall terminate thirty (30) days following the expiration or earlier termination of the Sublease. Furthermore, either party may terminate the License without cause, provided the terminating party delivers thirty (30) days written notice in advance of said termination. All costs for the installation, maintenance and operation of the Licensee Equipment shall be the responsibility of EHT. However, the City will provide electricity for the Licensee Equipment at no additional cost to EHT as cost is expected to be minimal. EHT shall be responsible for any damage to the Premises resulting from construction, installation, maintenance and operation of the Licensee Equipment and use all reasonable precautions to prevent waste or damage to the Premises. Additionally, EHT will maintain a commercial general
liability insurance policy in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of EHT’s use of the Premises.

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

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with Executive Helicopter Tours, Inc., a Florida corporation, for the use of ±70 square feet of space within the lobby of Hangar No. 1 located within Albert Whitted Airport; 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: [Signature]

Budget: N/A

Legal: [Signature] (As to consistency w/attached legal documents)
WHEREAS, on November 30, 2017, Real Estate & Property Management received a request from Airport Management to initiate a License Agreement ("License") with Executive Helicopter Tours, Inc., a Florida corporation ("EHT"), for the use of ±70 square feet of space in the lobby of historic Hangar No. 1 ("Premises"), within Albert Whitted Airport ("Airport"); and

WHEREAS, EHT seeks to provide helicopter tours to the general public and desires the use of certain lobby space located in Hangar No. 1 to place a cabinet to house a kiosk for scheduling customer tours, along with other business related equipment including, but not limited to, a laptop computer, credit card machine and informational material (collectively, "Licensee Equipment"); and

WHEREAS, EHT currently houses and maintains its aircraft in Hangar No. 4 on the Airport under a sublease agreement ("Sublease") with Romac-Air, LLC, a Florida limited liability company ("Romac"); and

WHEREAS, Romac is under a five-year Lease Agreement with the City for use of Hangar No. 4 ("Romac Lease") and has the rights to a renewal term of an additional five (5) years; and

WHEREAS, EHT has provided the City an insurance certificate documenting that it is in compliance with the requirements set forth in the Romac Lease; and

WHEREAS, locating the Licensee Equipment in the lobby of Hangar No. 1 will allow EHT customers to schedule tours at the Airport in an area accessible to the general public and also allows the City to collect revenue on underutilized Airport space; and

WHEREAS, EHT has reviewed and executed the License, subject to City Council approval, which grants EHT the use of the Premises, for a fee of One Hundred Fifty Dollars ($150.00) per month, for a term not to exceed that of the Romac Lease; and

WHEREAS, the License is subject to the Sublease, and in the event the Sublease expires or is terminated, the License shall terminate thirty (30) days following the expiration or earlier termination of the Sublease; and
WHEREAS, either party may terminate the License without cause, provided the terminating party delivers thirty (30) days written notice in advance of said termination; and

WHEREAS, all costs for the installation, maintenance and operation of the Licensee Equipment shall be the responsibility of EHT; however the City will provide electricity for the Licensee Equipment at no additional cost to EHT as cost is expected to be minimal; and

WHEREAS, EHT shall be responsible for any damage to the Premises resulting from construction, installation, maintenance and operation of the Licensee Equipment and use all reasonable precautions to prevent waste or damage to the Premises; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a License Agreement with Executive Helicopter Tours, Inc., a Florida corporation, for the use of ±70 square feet of space within the lobby of Hangar No. 1, within Albert Whitted Airport; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (designee)
00372662.doc v1

APPROVED BY:

Chris E. Ballestra, Director
Downtown Enterprise Facilities

APPROVED BY:

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 Lease Agreement with the United States Coast Guard ("USCG") for use of space at the entrance to the Municipal (Central) Yacht Basin for supporting navigational lights, at no cost to the USCG; 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: Since 1923, the United States Coast Guard ("USCG") has leased space at the entrance to the City's Central Yacht Basin with the City of St. Petersburg for the purpose of situating navigational lights, positioned and solely maintained by the USCG. The most recent lease agreement with the USCG was approved by City Council on April 17, 2008, via Resolution No. 2008-181, for a 10-year term commencing on May 1, 2008 and ending on April 30, 2018. The current Premises is described as follows:

That property located at the end of the breakwaters forming the entrance of the Municipal (Central) Yacht Basin, St. Petersburg, Florida, contained within two equilateral triangles whose respective sides are 15 feet in length; the apex of one triangle being at end of the rock jetty running southward from the extreme southeast point of the north mole; and the apex of the other triangle being at the end of the rock jetty running northward from the extreme northeastern point of the south mole.

Real Estate & Property Management received a request from USCG to enter into a new 10-year lease agreement with the term commencing on May 1, 2018 and ending on April 30, 2028, with the updated Premises including an additional navigational light on the seawall west of the two (2) existing ATON light structures at the end of the rock jetty within the current Premises ("Lease"), subject to City Council approval. The City will continue to waive payment of nominal rent to reduce administrative costs and make the lease consistent with leases USCG has with other governmental agencies. The USCG will continue to have responsibility for all the expenses related to the installation and maintenance of the navigational lights. The USCG may terminate this Lease, for cause, at any time by giving at least thirty (30) days written notice to the City.

Section 1.02 (c)(1) of the City Charter, Park and Waterfront Property, permits City Council approval of leases on property identified on the City Park and Waterfront Map as ten (10) year lease limitation property with approval by an affirmative vote of at least six (6) members of City Council.
There will not be any cost or action required of City employees except those associated with the processing of this agreement for approval.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with the United States Coast Guard (“USCG”) for use of space at the entrance to the Municipal (Central) Yacht Basin for supporting navigational lights, at no cost to the USCG; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration, Resolution

APPROVALS:

Administration:

Budget: N/A

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

(USCG Navigational Aids)
Resolution No. 2018 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH THE UNITED STATES COAST GUARD ("USCG") FOR USE OF SPACE AT THE ENTRANCE TO THE MUNICIPAL (CENTRAL) YACHT BASIN FOR SUPPORTING NAVIGATIONAL LIGHTS, AT NO COST TO THE USCG; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, since 1923, the United States Coast Guard ("USCG") has leased space at the entrance to the City’s Central Yacht Basin annually with the City of St. Petersburg for the purpose of situating navigational lights, positioned and solely maintained by the USCG; and

WHEREAS, the most recent lease agreement with the USCG was approved by City Council on April 17, 2008 via Resolution No. 2008-181, a lease agreement for a 10-year term commencing on May 1, 2008 and ending on April 30, 2018; and

WHEREAS, the current Premises is described as follows:

That property located at the end of the breakwaters forming the entrance of the Municipal (Central) Yacht Basin, St. Petersburg, Florida, contained within two equilateral triangles whose respective sides are 15 feet in length; the apex of one triangle being at the end of the rock jetty running southward from the extreme southeast point of the north mole; and the apex of the other triangle being at the end of the rock jetty running northward from the extreme northeastern point of the south mole; and

WHEREAS, Real Estate & Property Management received a request from USCG to enter into a new 10-year lease agreement with the term commencing on May 1, 2018 and ending on April 30, 2028, with the updated Premises including an additional navigational light on the seawall west of the two (2) existing ATON light structures at the end of the rock jetty within the current Premises ("Lease"), subject to City Council approval; and
WHEREAS, the City will continue to waive payment of nominal rent to reduce administrative costs and make the lease consistent with leases USCG has with other governmental agencies; and

WHEREAS, USCG will continue to have responsibility for all the expenses related to the installation and maintenance of the navigational lights; and

WHEREAS, USCG may terminate this Lease, for cause, at any time by giving at least thirty (30) days written notice to the City; and

WHEREAS, Section 1.02 (c)(1) of the City Charter, Park and Waterfront Property, permits City Council approval of leases on property identified on the City Park and Waterfront Map as ten (10) year lease limitation property with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, there will not be any cost or action required of City employees except those associated with the processing of this agreement for approval.

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 Lease Agreement with the United States Coast Guard ("USCG") for use of space at the entrance to the Municipal (Central) Yacht Basin, for supporting navigational lights, at no cost to the USCG; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Chris E. Ballestra, Director
Enterprise Facilities

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 Task Order No. 16-02-LEP/T ("Task Order") to the Architect/Engineering Agreement between the City of St. Petersburg, Florida ("City") and Landis, Evans + Partners ("A/E"), dated May 13, 2016, for A/E to provide design and bidding services related to the 6th Avenue South Separated Bikeway Project in an amount not to exceed $229,875 (Engineering Project No. 18108-112 and Oracle No. 14157); and providing an effective date.

EXPLANATION: In November 2, 2017, City Council approved Task Order 16-08-KH/T, authorizing Kimley Horn & Associates, Inc. to develop a Streetscape and Connectivity Plan for the Innovation District. This Plan included an extensive outreach with City staff and stakeholders to identify and prioritize streetscape, connectivity and branding project and recommendations. The plan created an implementation strategy for projects for economic development opportunities. One Project identified in this Plan is the transformation of 6th Ave S. corridor to create a two-way separated bikeway on the south side of the roadway from 3rd St N. to Dr. MLK Jr. St. The bikeway will be an added link to Brooker Creek Trail and will be separated from the roadway by a raised concrete/landscape traffic separator. This will increase bicycle and pedestrian safety as well as calm traffic on the road. This is an asset expansion project.

On May 13, 2016, the City of St. Petersburg, Florida ("City") and ("A/E") entered into an architect/engineering agreement between and for A/E to provide miscellaneous professional services for traffic calming, bicycle/pedestrian and development of regional impact projects.

This Task Order No. 16-02-LEP/T in the amount of $229,875 shall provide professional engineering services included but not limited to preliminary design including stakeholder’s affirmation review, final design, and bidding services included but not limited to assisting in bid specification development, requests for information to bidders, and bid evaluation.

Task Order No. 16-02-LEP/T includes the following not-to-exceed costs respectively:

- Preliminary Design and Stakeholder Review and Affirmation: $111,745.00
- 60% Design/Final Design/Bid Documents: $80,131.00
- Allowance: $38,000.00

Total: $229,875.00

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

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. 16-02-LEP/T ("Task Order") to the Architect/Engineering Agreement between the City of St. Petersburg, Florida ("City") and Landis, Evans + Partners ("A/E"), dated May 13, 2016, for A/E to provide design and bidding services related to the 6th Avenue South Separated Bikeway Project in an amount not to exceed $229,875 (Engineering Project No. 18108-112 and Oracle No. 14157); and providing an effective date.

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Multimodal Impact Fees Capital Improvement Fund (3071) CityTrails - Bicycle Trails 14 Project (14157).

ATTACHMENTS: Resolution
Task Order No. 16-02-LEP/T
Map

APPROVALS:  

[Signature]  Administrative
[Signature]  Budget
RESOLUTION NO. 2018-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-02-LEP/T ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND LANDIS, EVANS + PARTNERS ("A/E"), DATED MAY 13, 2016, FOR A/E TO PROVIDE DESIGN AND BIDDING SERVICES RELATED TO THE 6TH AVENUE SOUTH SEPARATED BIKEWAY PROJECT IN AN AMOUNT NOT TO EXCEED $229,875 (ENGINEERING PROJECT NO. 18108-112; ORACLE NO. 14157); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Landis, Evans + Partners ("A/E") entered into an architect/engineering agreement on May 13, 2016, for A/E to provide miscellaneous professional services for Traffic Calming, Bicycle/Pedestrian and Development of Regional Impact Projects; and

WHEREAS, Administration desires to issue Task Order No 16-02-LEP/T in an amount not to exceed $229,875 for A/E to provide preliminary design including stakeholders affirmation review, final design, and bidding services that include but are not limited to assisting in bid specification development, requests for information to bidders, and bid evaluation and review services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-02-LEP/T to the architect/engineering agreement between the City of St. Petersburg, Florida and Landis, Evans + Partners ("A/E") dated May 13, 2016, for A/E to provide design and bidding services related to the 6th Avenue South Separated Bikeway Project in an amount not to exceed $229,875.

This resolution shall become effective immediately upon its adoption.

Approved by: 

[Signature]
City Attorney (Designee)
00372541

Approved by:

[Signature]
Brijesh Prayman, P.E., SP, ENV
Engineering & Capital Improvements Director
TO:       The Honorable Lisa Wheeler-Bowman, Chair, and City Councilmembers

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

RE:      Consultant Selection Information
         Firm:  Landis, Evans & Partners
         Task Order No. 16-02-LEP/T in the amount of $229,875

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

1. Summary of Reasons for Selection

   The project involves design, permitting and bidding of a multiuse facility along 6th Avenue S from
   3rd St N. to Dr. MLK Jr. St

   Landis, Evans & Partners has satisfactorily completed similar work under pervious A/E Annual
   Master Agreements in 2012, and is familiar with the City Standards.

   Landis, Evans & Partners has significant experience in the design, permitting and construction
   phase activities of pedestrian safety improvements, roadway improvements and shared use and
   multi use facilities

   This is the second Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## Transaction Report for Landis, Evans & Partners
### Miscellaneous Professional Services for Traffic Calming, Bicycle/Pedestrian Projects

**A/E Agreement Effective - May 13, 2016**

**A/E Agreement Expiration - May 4, 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>SC/T</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01</td>
<td>N/A</td>
<td>St. Petersburg Bike Map Content Update and Pilot Route Study Rev No. 1 - Task No. 1, 2, 3 - Add'l Services</td>
<td>08/11/16</td>
<td>10,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11/28/16</td>
<td>18,237.50</td>
</tr>
<tr>
<td>02</td>
<td>17030-112</td>
<td>Pedestrian Wayfinding Services</td>
<td>12/30/16</td>
<td></td>
</tr>
<tr>
<td>LEP/T</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01</td>
<td>18059-112</td>
<td>Traffic Diverter Design - 7th A/N and 31st S/N</td>
<td>02/15/18</td>
<td>15,109.46</td>
</tr>
<tr>
<td>02</td>
<td>18108-112</td>
<td>6th Avenue South Bikeway Improvements</td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>17072-112</td>
<td>Roadway Improvements - Beach Drive &amp; Bayshore Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Total:</strong> 62,346.96</td>
</tr>
</tbody>
</table>

Edited: 3/27/2018

Page 1 of 1
This Task Order No. 16-02-LEP/T is made and entered into this ___ day of __________, 201___, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR TRAFFIC CALMING, BICYCLE/PEDESTRIAN AND DEVELOPMENT OF REGIONAL IMPACT PROJECTS dated May 13, 2016 ("Agreement") between Landis, Evans + Partners ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

In accordance with the Innovation District Streetscape and Connectivity Plan, this project is a transformation of the 6th Avenue South corridor to create a two-way separated bikeway on the south side of the roadway from 3rd Street to Dr. MLK Jr. Street. The budget for design anticipates this project will only affect the cross-section of 6th Avenue from the centerline up to the south edge of the existing pavement. No mid-block modifications to the curb lines are anticipated. The separated bikeway is being pursued as an added link to the Booker Creek Trail, as well as a key recommendation of the Innovation District Streetscape and Connectivity Plan. It will be constructed in conjunction with milling and resurfacing of the full roadway. The bikeway is to be at roadway grade and separated from the 6th Avenue travel lanes by a raised concrete/landscaped traffic separator.

At signalized intersections, it is intended that the bikeway be controlled with the pedestrian signals, without separate bikeway signals or signal phases. The project will include the geometric design for the bikeway and associated modifications to pedestrian facilities i.e., necessary modifications to the curb ramps and bulb outs.

The physical extents begin with connecting to the existing off-street pathway approaching from the west at Dr. MLK Jr. Street intersection, then proceeding eastward to the 3rd Street South intersection and connecting to the existing two-way pathway and bike lanes. The new bikeway's traffic shall be controlled within this project section through the signalized intersections as pedestrians, as defined by Florida statues and related traffic laws. The locations of existing traffic signals, including pedestrian traffic signal heads, are not anticipated to be modified.

II. SCOPE OF SERVICES

Phase I – Preliminary Design(s) and Stakeholder Affirmation

1. Task 1 – Preliminary Development
   1.1. Convey survey requirements and scope to City Surveyor (via City's Project Manager); coordinate incorporation of provided GIS into an existing conditions plan (UG and surface utilities identification and locations provided by City in compatible files).
   1.2. Base sheets plan set development / preliminary plan setup.
   1.3. Traffic data review (TM counts from City); signal analyses AM & PM; affirm
adequacy of pedestrian signal timing; traffic/turn lanes reduction analysis; queue length analyses; and recommended lane configurations.

1.4. Project design kick off with City staff
1.4.1. Introduction of project staff and City identification of PM and introduction other related staff and project roles
1.4.2. Coordination with projects under design by others. Information or plan sheets [and electronic files (i.e., AutoCAD)] related to the following projects will be provided at the kick off meeting:
   1.4.2.1. Central Avenue Corridor Bus Rapid Transit bus movements, stop locations, and associated modifications to the intersections of 6th Avenue S at 4th Street and 3rd Street.
   1.4.2.2. Median and pedestrian crossing of 4th Street to the south of 6th Avenue S as planned in the Innovation District Streetscape and Connectivity Plan
   1.4.2.3. Replacement of MLK Street Jr. bridge over Booker Creek

1.5. Create typical cross-section(s):
1.5.1. Dr. MLK Jr. Street to 6th Street (generally to include one travel lane in each direction along with conversion of parking along south side from diagonal to parallel)
1.5.2. 6th to 3rd Streets (generally to include one travel lane in each direction and center left turn lane along with reduction of one travel lane)

1.6. Use latest guidance from NACTO and relevant design guidelines to create typical bikeway design configurations for the following situations:
   1.6.1. Signalized intersections - A/E will investigate and outline geometric options to control the bikeway crossing of signalized intersections with the existing pedestrian (control) heads. Options include: fully mixed flow with widened “mixing zone” walkway or separate adjoining flow areas marked across intersections, or other as determined by A/E. Identify challenges and opportunities of the options. (e.g., construction cost, consistency with other installations, and operational reliability)
   1.6.2. Unsignalized intersections
   1.6.3. Driveways
   1.6.4. Transitions to shared use pathways at 3rd Street & MLK Jr. Street
   1.6.5. Transitions to existing bike lanes at 3rd Street
   1.6.6. Transition to pair of one-way separated bike lanes leading north from 6th Avenue S at 6th Street as planned in the City’s Complete Streets Implementation Plan
   1.6.7. City staff review and concurrence will preferred typical sections and bikeway design configurations.

1.7. Project field walkthrough workshop with City staff.

1.8. Preliminary bikeway alignment/connectivity layout (30 percent).
   1.8.1. QA/QC of provided survey and coordination of survey for missing information.
   1.8.2. 30 percent roadway and bikeway geometry design
   1.8.3. Functional and geometric design for intersections and transitions to bike lanes and pathways.
   1.8.4. Pedestrian and ADA assessment per DOJ roadway alteration.
   1.8.5. Curb-ramp ADA access redesign / Bulb-out redesign (14 quadrants on 7 intersections).
   1.8.6. Signing, striping, and bikeway signalization concept development, to include determination of pedestrian signal head location adequacy
   1.8.7. Siting of permanent bicycle and pedestrian counting equipment
   1.8.8. Assessment summary of impact to utilities, circulation, and parking.
1.9. City staff review session.
   1.9.1. Prior to this session, A/E will provide the City PM with an electronic draft set of 30% design plans. 30% design plans will consist of the following sheets: cover sheet, typical sections, roadway plans showing bikeway alignment and dimensions, curb bulb-outs and gutter (as needed), ADA ramps, and drainage inlet locations. PM will distribute plans to staff and other agencies for review and comment. Upon receipt and compilation of comments, PM to provide consolidated comments to A/E for review. 30% review session will be scheduled at this time. A/E and City PM will discuss City and stakeholder comments at a single review session and agree upon required plan revisions.

1.9.2. Concept / additional analyses and evaluation / preliminary plan refinement - After required plan revisions have been determined at the 30% review session, A/E Will update the 30 percent plans to incorporate said revisions.

1.10. Preliminary Plan 30 percent cost estimate.
1.11. QA/QC.
1.12. Coordination and communication as needed.

2. Task 2 - Stakeholders Partnership and Confirmation Review
   2.1. Prepare and attend one meeting with stakeholders and City staff
   2.2. Follow-up meeting with City staff and refine 30 percent plans from input with direction from City.

Phase II – 60 Percent and Final Design(s), Construction Documents and Bidding Assistance

3. Task 3 - 60 Percent Designs and Plans Development
   3.1. Roadway plans (geometric roadway design), excluding segment from 4th Street to 3rd Street
   3.2. Signing, marking, striping and traffic control plan commensurate with limits of roadway plans
   3.3. Paving, grading and drainage (modifications) plan.
   3.4. Curb-ramp access redesign / Bulb-out redesign (12 quadrants on 6 intersections).
   3.5. Hardscape and landscape plan, to include permanent bicycle and pedestrian counting equipment
   3.6. Demolition plan.
   3.7. City Staff review session (plan distribution, comment, and review session as described for 30% review). 60% design plans will consist of the following sheets: cover sheet, typical sections, list of pay items, roadway plans showing bikeway alignment and dimensions, curb bulb-out and gutter (as needed), ADA ramps, drainage inlet locations, cross sections every 100 feet, and construction details.
   3.8. Revise 60 percent plans per City Project Manager’s direction.
   3.9. 60% Opinion of Probable Costs.
   3.10. QA/QC.

4. Task 4 - Construction Documents, Specifications and Bidding Assistance
   4.1. Final roadway plans (Geometric roadway design) Horizontal control plan.
   4.2. Final pedestrian and ADA design and specifications.
   4.3. Final signing, marking, striping, and traffic control plan and specifications.
   4.4.1. Paving, grading, and drainage (Modifications) plan and specifications
4.4.2. Curb-ramp access redesign / Bulb-out redesign (12 quadrants on 6 intersections).
4.5. Hardscape and landscape plan and specifications.
4.6. Demolition plan.
4.7. City Staff review session (plan distribution, comment, and review session as described for 30% review). 100% design plans will consist of the following sheets: cover sheet, typical sections, summary of quantities, roadway plans showing bikeway alignment and dimensions, curb bulb-outs and gutter (as needed), ADA ramps, drainage inlet locations, cross sections every 100 feet, and construction details
4.8. 100% cost estimate.
4.9. General specifications.
4.10. QA/QC.
4.11. Bidding RFIs.

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed.

Completion Date

- Task 1: Within four months from receipt of data
- Task 2: Within one month from receipt of data
- Tasks 3 and 4: Within four months of receipt of data

IV. A/E'S RESPONSIBILITIES

The A/E will provide the Scope of Work described herein including the Deliverables summarized in Section VI.

V. CITY'S RESPONSIBILITIES

The City's responsibilities are indicated likewise in the above scope of services and are highlighted below as well:

- Provide a Project Manager as a single point of contact to lead communications with A/E.
- Provide the A/E with AutoCAD base of physical survey and GIS of all utilities within above listed project area PLUS those fringe areas outlined by A/E in Subtask 1.1. The AUTOCAD files should include existing conditions information needed to complete the scope.
- Provide all traffic (turning movement) counts.
- Provide all available construction (or As-Built) plans affecting the 6th Avenue South ROW or adjoining properties.
- Provide all needed SUE information.
- Provide any additional survey information needed pursuant to Task 1.8.1.
- City will provide product information for bicycle and pedestrian counters.
- Schedule plans and specifications reviewers to attend the initial field walk through and attend all plans review sessions.
- The City's project manager shall distribute plans for review, and shall consolidate review comments in a single document, to the A/E. The City's PM and the A/E's PM shall schedule the plans' review.
- Manage and coordinate all Task 2 activities.
VI. DELIVERABLES

The A/E will provide to the City the products listed in the above Scope of Services, highlighted below:

- 30 percent plans and cost estimate.
- Assistance and participation in stakeholder meeting
- 60 percent plans and cost estimate.
- 100 percent plans and specifications and cost estimate, electronic files (AutoCAD) and pdf.
- Provide responses to Requests for Information (RFIs).

The current Task Order does not include Post Design Services unless otherwise noted above.

VII. A/E’S COMPENSATION

For Tasks 1 through 4, the City shall compensate the A/E the lump sum amount of $191,875.

This Task Order establishes an allowance in the amount of $38,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount including Allowance is $229,875, per Attachment 1.

VIII. PROJECT TEAM

- Landis, Evans + Partners
- Subconsultant - David Conner and Associates, Inc.

IX. MISCELLANEOUS

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

ATTEST

By: ____________________________________________
    Chandrakasa 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)

WITNESSES:

Landis Evans and Partners Inc.

By: ________________________________
    (Signature)
    (Printed Name and Title)

Date: April 13, 2018
### III. Fee Limit

<table>
<thead>
<tr>
<th>Lump Sum Cost</th>
<th>Allowance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$191,875</td>
<td>$38,000</td>
<td>$229,875</td>
</tr>
</tbody>
</table>

#### IV. Notes:

1. Rate is overhead + profit (per contract).
2. Includes expenses for: Direct Non-Salary Expenses, 3% of labor.
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

### I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Direct Labor Rates Classification</th>
<th>Project Manager</th>
<th>Senior Engineer</th>
<th>Project Engineer 1</th>
<th>Staff Engineer</th>
<th>CAD - Graphics</th>
<th>Total Hours</th>
<th>Total Cost</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Direct Salary</td>
<td>$76.31</td>
<td>$68.31</td>
<td>$88.06</td>
<td>$94.88</td>
<td>$27.58</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Multiplier/Overhead 110.97%</td>
<td>$130.05</td>
<td>$112.71</td>
<td>$85.04</td>
<td>$58.95</td>
<td>$46.88</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Profit 12.75%</td>
<td>$26.34</td>
<td>$22.83</td>
<td>$13.18</td>
<td>$11.94</td>
<td>$9.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Billing Rates '</td>
<td>$232.90</td>
<td>$201.85</td>
<td>$116.45</td>
<td>$105.57</td>
<td>$83.90</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Phase I - Preliminary Design and Stakeholder Affirmation</td>
<td>55</td>
<td>105</td>
<td>218</td>
<td>218</td>
<td>100</td>
<td>788</td>
<td>$98,357</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Stakeholders Partnership and Confirmation Review</td>
<td>8</td>
<td>8</td>
<td>4</td>
<td>10</td>
<td>4</td>
<td>54</td>
<td>$5,335</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Phase II - 60 Percent and Final Design, Construction Documents and Bidding Assistance</td>
<td>18</td>
<td>54</td>
<td>98</td>
<td>74</td>
<td>80</td>
<td>324</td>
<td>$41,033</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Construction Documents, Specifications and Bidding Assistance</td>
<td>14</td>
<td>34</td>
<td>71</td>
<td>32</td>
<td>56</td>
<td>208</td>
<td>$26,588</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>95</strong></td>
<td><strong>201</strong></td>
<td><strong>392</strong></td>
<td><strong>334</strong></td>
<td><strong>330</strong></td>
<td><strong>1352</strong></td>
<td><strong>171,313</strong></td>
<td><strong>78,313</strong></td>
</tr>
</tbody>
</table>

#### II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>Subconsultant Services</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
<th>Total Cost Without Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$98,357</td>
<td>$2,051</td>
<td>$9,386</td>
<td>$104</td>
<td>$104,738</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$5,335</td>
<td>$180</td>
<td>$1,421</td>
<td>$77</td>
<td>$76,497</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$41,033</td>
<td>$1,231</td>
<td>$5,933</td>
<td>$297</td>
<td>$51,849</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>$26,588</td>
<td>$798</td>
<td>$4,048</td>
<td>$202</td>
<td>$31,636</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$171,313</strong></td>
<td><strong>$5,139</strong></td>
<td><strong>$14,688</strong></td>
<td><strong>$734</strong></td>
<td><strong>$191,875</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### IV. Notes:

1. Rate is overhead + profit (per contract).
2. Includes expenses for: Direct Non-Salary Expenses, 3% of labor.
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 3, 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. 16-03-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.

EXPLANATION: The City’s potable water distribution system currently has several oversized and parallel water mains which often stagnate and contribute to water age, reduced chloramine residual and lower water quality.

One of the improvements is to replace approximately 3,800 linear feet of parallel 8 and 20-inch water main with new 12-inch water main along 31st Street South between 54th Avenue South and Pinellas Point. This is an operational/maintenance Project.

On December 5, 2016, the City and A/E entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for potable water, wastewater, and reclaimed water projects.

Task Order No. 16-03-MC/W in the amount of $154,930.08 to provide professional engineering services included but not limited to design, permitting and preparing the bidding documents for the construction of the new 12-inch water main along 31st Street South between 54th Avenue South and Pinellas Point.

<table>
<thead>
<tr>
<th>Task Order No. 16-03-MC/W</th>
<th>$144,930.08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowance for Additional Services</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$154,930.08</td>
</tr>
</tbody>
</table>

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

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. 16-03-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.
COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Project Fund (4003) DIS Unidirectional Flow FY18 Project (16348).

ATTACHMENTS: Resolution
Task Order No. 16-03-MC/W
Map

APPROVALS: Administrative

Budget
RESOLUTION NO. 2018-____

A RESOLUTION 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.

WHEREAS, the City of St. Petersburg, Florida ("City") and McKim & Creed, Inc. ("A/E") entered into an architect/engineering agreement on December 5, 2016 for A/E to provide miscellaneous professional services for Potable, Wastewater and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No 16-03-MC/W for A/E to provide project management, technical memorandum, topographical survey, subsurface utility engineering, geotechnical services, final design, permitting, and bidding documents related to the 31st Street South 12-inch Water Main Improvement Project in an amount not to exceed $154,930.08.

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. 16-03-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.

This resolution shall become effective immediately upon its adoption.

Approved by: 

City Attorney (Designee)  
00370018

Approved by: 

Brijesh Prayman, P.E., SP, ENV  
Engineering & Capital Improvements Director
MEMORANDUM
CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Lisa Wheeler-Bowman, Chair, and City Councilmembers

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

RE: Consultant Selection Information
Firm: McKim & Creed, Inc.
Task Order No. 16-03-MC/W in the amount of $154,930.08

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

1. Summary of Reasons for Selection

The project involves design, permitting and bidding for replacement of an existing water main along 31st Street from 54th Avenue S to Pinellas Point Drive.

McKim & Creed, Inc. has satisfactorily completed similar work under pervious A/E Annual Master Agreements in 2012, and is familiar with the City Standards.

McKim & Creed, Inc. has significant experience in the design, permitting and construction phase activities in pipeline design.

This is the third Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
## Task Order Details

<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>WRD</td>
<td>FY18 Water Resources Utility Rate Study</td>
<td>03/03/17</td>
<td>89,320.00</td>
</tr>
<tr>
<td>02</td>
<td>WRD</td>
<td>FY18 Stormwater Utility Rate Study</td>
<td>03/03/17</td>
<td>99,870.00</td>
</tr>
<tr>
<td>03</td>
<td>18091-111</td>
<td>31st Street S 12-inch Water Main Improvement</td>
<td>Pending</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** 189,190.00

---

Edited: 3/5/2018
This Task Order No. 16-03-MC/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 5, 2016 ("Agreement") between McKim & Creed, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Replace approximately 3,800 linear feet of parallel 8- and 20-inch water main with new 12-inch water main along 31st Street South between 54th Avenue South and Pinellas Point Drive South to improve water quality by reducing water age.

II. SCOPE OF SERVICES

TASK 1 – PROJECT ADMINISTRATION

Develop project documents and filing systems for the project that will include project set-up, Project Management Plan, Quality Assurance/Quality Control (QA/QC) Plan, hard and electronic filing systems, sub-consultant agreements and monthly invoices as necessary for these services. The NE will also hold an internal kick-off meeting with the design team to discuss the project scope, the project schedule, and to establish responsibilities.

Attend a Kick-Off Meeting with the City to review project goals, scope of work, project schedule and administrative issues. A/E will develop the meeting minutes and distribute to the attendees.

Prepare and electronically submit Monthly Project Status Reports to the City on the progress of this scope of work for each month during the design phase services.

TASK 2 – TECHNICAL MEMORANDUM

Prepare and submit a Draft Technical Memorandum that provides recommendation on the water main alignment based on the A/E’s site reconnaissance, review of record drawings and utility atlas maps, and received information obtained from private utilities identified through the Sunshine One Call. The memorandum will include Figures showing the proposed alignment, identified utilities, points of connections, and limits of pipe abandonment along with a listing of proposed materials and a preliminary opinion of probable construction cost.
Following the Draft Technical Memorandum, the A/E will meet with the City to discuss its comments which will be incorporated in the Final Technical Memorandum.

**TASK 3 – TOPOGRAPHICAL SURVEY**

A/E will perform topographical survey for one half of the rights-of-way from the centerline of 31st Street South to five feet outside the rights-of-way throughout the project limits including roadway, curbs, surface type, signage and lane striping. The project limits will be from the North rights-of-way line of 54th Avenue South to the South rights-of-way line of Pinellas Point Drive.

- Drainage system inlets, junction boxes, pipe inverts, size, type and direction, end structures, canals, ditches and swales.
- Above ground water equipment, including valves, hydrants, and meters.
- Sanitary sewer manholes, invert, size, type and direction.
- Other above ground utilities including; gas, electrical power distribution and transmission, telephone equipment, cable TV equipment, utility and traffic poles and any other above ground utilities not mentioned above.
- Trees, size and type; shrubs and landscaping within the project limits.
- Improvements belonging to private owners located within or along the rights-of-way, fences, planters, mailboxes, etc.
- Driveways and sidewalks including the surface type.
- Temporary benchmarks to be set at approximately 2,000-foot intervals.

**TASK 4 – SUBSURFACE UTILITY ENGINEERING SERVICES (SUE)**

A/E will conduct SUE services consisting of utility designation following the Technical Memorandum using standard electromagnetic locating techniques and ground penetrating radar to determine the location of the existing utilities through the 31st Street South selected corridor. In conjunction with the 60% submittal the A/E will conduct subsurface locates of potential crossings and conflicts of City owned utilities using vacuum excavation. A total of up to 20 test-hole locates have been budgeted for this task. Per the City’s Ordinance, private utilities owners will be required to provide the horizontal and vertical location of their utilities that are in conflict with the design. As such, SUE services to locate private utilities are not included. Location of the test holes will be shown on the construction plans with a corresponding table showing the results of the test holes including test hole number, utility type, depth to top of pipe, pipe diameter and pipe material.

**TASK 5 – GEOTECHNICAL SERVICES**
A/E will coordinate geotechnical services to perform a geotechnical investigation of the conditions along the route of the proposed water main to assist with the design and construction of the water main. The investigation will include six Standard Penetration Tests (SPT) borings to a depth of 15 feet below grade spaced approximately 500 feet apart along the water main alignment, and up to two SPT borings to a depth of 50 feet below grade at the location of major crossings where trenchless may be utilized. Two copies of a final geotechnical report will be provided to the City. The report will also be referenced in the Contract Documents.

**TASK 6 – FINAL DESIGN SERVICES**

Prepare and submit 60% and 90% Design Documents which will build on the Technical Memorandum approved by the City and will include cover and key sheets, general notes and abbreviations, plan and profile design drawings, standard and special piping details and maintenance of traffic. A/E will also prepare and submit Technical Specifications and an updated Engineer’s Opinion of Probable Construction Cost at each design milestone.

Following each submittal, the A/E will meet with the City to discuss its comments. A/E will prepare and distribute meeting minutes and incorporate the City's comments into the subsequent submittal. The 60% documents will be sent to the private utility owners requesting them to verify that their utilities are shown correctly and to mark-up the drawings to properly show their utilities where they are not.

**TASK 7 – PERMITTING SERVICES**

A/E will prepare and submit the required permit applications and supporting documents to the following jurisdictional agencies:

- FDEP - Environmental Resource Permit (Notice General)
- FDEP - Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWs
- FDOT - Right-of-Way Utilization Permit (Pinellas Point Drive South)

A/E will respond to the Departments' Request for Additional Information (RAI). Permit fees are to be paid by the City and are not included as a reimbursable cost in the A/E's compensation. It is not anticipated that a City Right-of-Way Utilization Permit will be required to work within the rights-of-way of 54th Avenue South and 31st Street South.

**TASK 8 – BIDDING SERVICES**

Incorporate the permits and comments received from the agencies and the City’s 90% review comments and provide the City with an Issued for Bid set of Contract Documents for its use to solicit bids. The submittal will include the final opinion of probable construction cost, technical specifications, SBE and Bid Form.
Attend the Pre-Bid Conference with the City to review the project's requirements with prospective Contractors. Meeting Minutes will be taken and distributed by the City.

Issue clarifications through written response and/or revising technical specifications and drawings to respond to Contractor's request for clarifications. The City will be responsible for distributing the addenda to the prospective Contractors.

Review the bid tabulation provided by the City and check the references of the apparent three lowest bidders to discuss assess qualifications and past performance.

Provide a letter of recommendation to the City for award of the contract.

Conformed Documents: After the bidding and award process, the City will assemble the final Conformed Documents and provide two (2) sets to the Engineer for review. Once the documents have been found to be in order, the A/E will sign and seal one set of the Conformed Documents and return to the City for their records and use in construction of the project.

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed.

The Design Milestones will be performed as outlined in the schedule below:

<table>
<thead>
<tr>
<th>Design Milestone</th>
<th>Weeks from NTP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kick-Off Meeting</td>
<td>1</td>
</tr>
<tr>
<td>Draft Technical Memorandum</td>
<td>5</td>
</tr>
<tr>
<td>Draft Technical Memorandum Review Meeting</td>
<td>7</td>
</tr>
<tr>
<td>Final Technical Memorandum</td>
<td>8</td>
</tr>
<tr>
<td>60% Design Submittal</td>
<td>12</td>
</tr>
<tr>
<td>60% Design Submittal Review Meeting</td>
<td>14</td>
</tr>
<tr>
<td>90% Design Submittal/Permit Submittal</td>
<td>18</td>
</tr>
<tr>
<td>90% Design Submittal Review Meeting</td>
<td>20</td>
</tr>
<tr>
<td>Issued for Bid Design Submittal</td>
<td>24</td>
</tr>
</tbody>
</table>

Design Milestone Schedule is based on a two week review period for each submittal.

IV. A/E'S RESPONSIBILITIES
The A/E will assign a Project Manager, along with other personnel as necessary, to assure faithful execution and timely delivery of services pursuant to the requirements of the Section II, Scope of Services, outlined herein.

V. CITY'S RESPONSIBILITIES

The City will provide the A/E copies of the available record drawings, utility atlas maps, utility GIS data, standard construction details and standard technical specifications for its use in preparing the Contract Documents.

The City will assemble the final construction document package to include the City's front end Contract Documents and advertise the project.

Once the project is advertised, the City will conduct the pre-bid meeting, receive comments and prepare and distribute the bid addenda.

Once the project has been bid, the City will assemble the Conformed Documents and forward two (2) copies to the A/E for review and sealing.

VI. DELIVERABLES

- Meeting Minutes for the Kick-Off Meeting and the Draft Technical Memorandum, 60% and 90% Design Review Meetings.
- Two (2) copies of the Geotechnical Report conducted for the project.
- FDEP General Permit for Construction of Water Main Extensions for PWs
- FDEP Notice General Environmental Resource Permit
- FDOT Right-of-Way Utilization Permit
- One (1) CD ROM of the Draft and Final Technical Memorandums: The A/E will submit the documents to the City in electronic format consisting of a single PDF.
- One (1) CD ROM of the 60% Design Submittal: The A/E will submit the documents to the City in electronic format consisting of a single PDF of the drawings in numerical order, and a PDF file of the Technical Specifications and Opinion of Probable Construction Cost.
- One (1) CD ROM of the 90% Design Submittal: The A/E will submit the documents to the City in electronic format consisting of a single PDF of the drawings in numerical order and a PDF file of the Technical Specifications and Opinion of Probable Construction Cost.
- One (1) CD ROM of the Issue for Bid Submittal: The A/E will submit the documents to the City in electronic format consisting of the CADD files, a single PDF of the drawings
in numerical order, a PDF file of the Technical Specifications, Opinion of Probable Construction Cost, SBE and Bid Form

- Responses to the Contractor’s questions received during the bidding phase.
- Letter of Recommendation for Bid Award.
- One (1) signed and sealed set of the Conformed Documents.

VII. **A/E’S COMPENSATION**

For Tasks 1 through 8, the City shall compensate the A/E the lump sum amount of $144,930.08.

This Task Order establishes an allowance in the amount of $10,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is $154,930.08 per Appendix A.

VIII. **PROJECT TEAM**

Craig Wells, PE  
David Wehner, PE  
Blake Peters, PE  
Vivian Hong, El  
Laurie Vliet  
Scot Carpenter, PLS  
Chris Bosshart, PLS  
Driggers Engineering Services, Inc.

QA/QC  
Sr. Project Manager  
Sr. Project Engineer  
Engineering Intern  
Designer  
Survey Manager  
Surveyor  
Geotechnical Subconsultant

IX. **MISCELLANEOUS**

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

ATTEST
By: Chandrahas 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)

McKim & Creed, Inc.
(Company Name)
By: ______________________
(Signature)

WITNESSES:

By: ______________________
(Signature)

By: ______________________
(Signature)

Date: April 18, 2018

By: ______________________
(Printed Name)
## I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Task</th>
<th>Hours</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
<th>Total Cost Without Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$7,962.92</td>
<td>$100.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$8,062.92</td>
</tr>
<tr>
<td>2</td>
<td>$14,170.60</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$14,170.60</td>
</tr>
<tr>
<td>3</td>
<td>$22,599.68</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$22,599.68</td>
</tr>
<tr>
<td>4</td>
<td>$20,666.00</td>
<td>$6,000.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$26,666.00</td>
</tr>
<tr>
<td>5</td>
<td>$1,000.21</td>
<td>$0.00</td>
<td>$9,107.50</td>
<td>$10,071.50</td>
<td>$10,071.50</td>
</tr>
<tr>
<td>6</td>
<td>$47,388.38</td>
<td>$200.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$47,388.38</td>
</tr>
<tr>
<td>7</td>
<td>$8,853.36</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$8,853.36</td>
</tr>
<tr>
<td>8</td>
<td>$6,458.16</td>
<td>$100.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$6,558.16</td>
</tr>
<tr>
<td>Total</td>
<td>$128,862.20</td>
<td>$6,400.00</td>
<td>$9,207.50</td>
<td>$460.38</td>
<td>$144,930.08</td>
</tr>
</tbody>
</table>

### III. Fee Limit

- **Lump Sum Cost**: $144,930.08
- **Allowance**: $10,000.00
- **Total**: $154,930.08

### IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for: Task 1, 6 & 8 - Printing and mileage; Task 4 - MOT (baricade rental).
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.
31st St S 12 Inch Water Main Improvements
Project No. 18091-111
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-01-GFY/W ("Task Order") to the Architect/Engineering Agreement dated December 13, 2016, between the City of St. Petersburg, Florida and George F. Young, Inc. ("A/E") for A/E to provide construction phase services for the Downtown Water Main Replacement Project in an amount not to exceed $71,398.06, providing that the total Task Order, as amended, shall not exceed $249,329.06; (Engineering Project No. 17054-111 and Oracle No. 15939); and providing an effective date.

EXPLANATION: The City has identified aging water main infrastructure in the downtown area in need of replacement. The City intends to replace cast iron pipelines installed in the 1940s as required. Replacing the water mains now avoids future repairs or replacements within the heavy traffic downtown corridor and can be done at a time to take advantage of road closures associated with private downtown developments while minimizing impacts to the local businesses and residents. This is an operational/maintenance Project.

On December 13, 2016, the City of St. Petersburg, Florida ("City") and George F. Young, Inc. ("A/E") entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for potable water, wastewater and reclaimed water projects.

On January 19, 2017, Task Order No. 16-01-GFY/W was approved by City Council in the amount of $177,931 to provide project management, data collection, final design, and bidding services. An allowance of $10,000 was approved but not authorized.

On September 27, 2017, Amendment No. 1 to Task Order No. 16-01-GFY/W was administratively approved by Engineering and Capital Improvements ("ECID") in amount of $10,000 from the previously approved allowance, to provide additional data collection and MOT Planning for Phase I construction of the water main by city forces.

This Amendment No. 2 to Task Order No. 16-01-GFY/W in the amount of $71,398.06 shall provide professional engineering services including but not limited to services during construction for Phase II including submittal reviews, requests for information ("RFI’s"), site inspection, and development of record drawings and GIS Shapefiles. This includes an allowance of $10,000.
Task Order No. 16-01-GFY/W, Amendment No. 1 to Task Order 16-01-GFY/W, and Amendment No. 2 to Task Order 16-01-GFY/W includes the following not-to-exceed costs respectively:

- Project Management/Data Collection/Final Design/Bidding Services (approved) $167,931.00
- Additional Data Collection/Phase I MOT Planning (approved) $10,000.00
- Services During Construction (new) $61,398.06
- Allowance for Additional Services $10,000.00
- Total $249,329.06

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: A resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-01-GFY/W (“Task Order”) to the Architect/Engineering Agreement dated December 13, 2016, between the City of St. Petersburg, Florida and George F. Young, Inc. (“A/E”) for A/E to provide construction phase services for the Downtown Water Main Replacement Project in an amount not to exceed $71,398.06, providing that the total Task Order, as amended, shall not exceed $249,329.06; (Engineering Project No. 17054-111 and Oracle No. 15939); and providing an effective date.

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), DIS Downtown Main Replacement FY17/18 Project (15939).

ATTACHMENTS: Resolution Amendment No. 2 to Task Order No. 16-02-GFY/W Map

APPROVALS: 

[Signatures]
RESOLUTION 2018-_______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 16-01-GFY/W ("TASK ORDER"), AS AMENDED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 13, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GEORGE F. YOUNG, INC ("A/E") FOR A/E TO PROVIDE CONSTRUCTION PHASE SERVICES FOR THE DOWNTOWN WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $71,398.06; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $249,329.06 (ENGINEERING PROJECT NO. 17054-111; ORACLE NO. 15939); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida ("City") and George F. Young, Inc. ("A/E") entered into an 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, on January 19, 2017, City Council approved Task Order No. 16-01-GFY/W ("Task Order") for A/E to provide project management, data collection, final design, and bidding services for an amount not to exceed $177,931, which amount included a $10,000 allowance for the Downtown Water Main Replacement Project ("Project"); and

WHEREAS, on September 27, 2017, Amendment No. 1 to Task Order was administratively approved in an amount not to exceed $10,000 from the previously approved allowance, to provide additional data collection and MOT Planning for Phase I construction of the Project to be performed by city forces; and

WHEREAS, Administration desires to issue Amendment No. 2 to Task Order (as amended) to provide funding for construction phase services for Phase II of the Project that includes but is not limited to submittal reviews, requests for information, site inspection, and development of record drawings, and GIS Shapefiles in an amount not to exceed $71,398.06.

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 Amendment No. 2 to Task Order No. 16-01-GFY/W ("Task Order"), as amended, to the architect/engineering agreement dated December 13, 2016, between the City of St. Petersburg, Florida and George F. Young, Inc. ("A/E") for A/E to provide construction phase services for the Downtown Water Main Replacement Project in an amount not to exceed $71,398.06.
BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $249,329.06.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00372555

Approved by:

[Brejesh Prayman]
Brejesh Prayman, P.E., SP, ENV
Engineering & Capital Improvements Director
TO: The Honorable Lisa Wheeler-Bowman, Chair, and City Councilmembers

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

RE: Consultant Selection Information
Firm: George F. Young, Inc.
Amendment No 1 to Task Order No. 16-01-GFY/W in the aggregate amount of $249,329.06

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

1. Summary of Reasons for Selection

The project involves design, permitting and bidding of potable water systems, and pressure pipe systems, and work within downtown St. Petersburg.

George F. Young, Inc. has satisfactorily completed similar work under pervious A/E Annual Master Agreements in 2012, and is familiar with the City Standards.

George F. Young, Inc. has significant experience in the design, permitting and construction phase activities in pipeline design.

This is the first Amendment to the first Task Order issued under the 2016 Master Agreement.

2. Transaction Report listing current work – See Attachment A
# ATTACHMENT A

Transaction Report for George F. Young, Inc.

Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects

A/E Agreement Effective - December 13, 2016
A/E Agreement Expiration - November 02, 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>17054-111</td>
<td>Downtown Watermain Replacement Project</td>
<td>01/30/17</td>
<td>167,931.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amendment No. 1 - Task 7 and Revised Task 2</td>
<td>09/01/27</td>
<td>10,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amendment No. 2</td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total: 177,931.00</td>
</tr>
</tbody>
</table>

Edited: 4/2/2018  Page 1 of 1
This Amendment No. 2 to Task Order No. 16-01-GFY/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 George F. Young, Inc. ("AVE"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City has identified aging water main infrastructure approaching the end of its service life in need of replacement. The limits of the potable water main replacement of approximately 4,100 LF of water main in downtown St. Petersburg, which includes approximately 1,400 feet on Central Avenue from 3rd Street to Beach Drive, 1200 feet on 1st Avenue North from 3rd Street North to 1st Street North, 1,100 feet on 2nd Street from Central Avenue to 2nd Avenue North, and 400 feet on 1st Street from Central Avenue to 1st Avenue North.

Task Order 16-01-GFY/W provided services for project management, base data collection, design documents, and bidding services.

Initially, City forces were going to replace the entire water main as described above. However, the project was split into two phases in order to complete construction of the water main on 2nd Street North before construction of a new hotel on 2nd Street between 1st Avenue North and Central Avenue was completed, identified as Phase I to be completed by City forces. Phase II consists of the remaining locations, and will be bid out. Amendment No. 1 to Task Order 16-01-GFY/W provided for additional base data collection and preparation of Phase I MOT Plan.

Amendment No. 2 to Task Order 16-01-GFY/W will provide for construction administration services.

II. SCOPE OF SERVICES

Task 8 – Services During Construction

Perform services during Phase I and Phase II construction. Services to be performed include submittal reviews as follows:

- 8.1 - Submittal Reviews (assumption of 20 hours)
- 8.2 - Contractor Request for Information (assumption of 30 hours)
- 8.3 - Site Inspection (assumption of 16 weeks at 5 hours per week)
III. SCHEDULE

- Work under this Task Order shall begin no later than 10 days from Notice to Proceed. The schedule will follow the City's construction schedules.

IV. A/E'S RESPONSIBILITIES

- Coordinate submittal reviews and RFIs with City Project Manager.
- Produce Record Drawings

V. CITY'S RESPONSIBILITIES

- Prepare FDEP clearance requests.
- Perform timely review of consultant responses to RFIs and submittal reviews.

VI. DELIVERABLES

- Submittal reviews
- RFI responses
- Record drawings - 3 sets to be issued.

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of $167,931.00 under the original Task Order for Tasks 1 through 6 (an additional $10,000.00 Allowance was not authorized).

Amendment No. 1 to the Task Order authorized the A/E the lump sum amount of $10,000.00 (from the Allowance) for Revised Task 2 and Task 7.

For Amendment No. 2 to the Task Order, the City shall compensate the A/E the not-to-exceed amount of $61,398.06 for Task 8.

Amendment No. 2 to Task Order 16-01-GFY/W establishes an allowance in the amount of $10,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total amount of Amendment No. 2 to the Task Order is $71,398.06, per Appendix A.

The total Task Order amount including Amendment Nos. 1 and 2 shall not exceed $249,329.06.
VIII. **PROJECT TEAM**

George F. Young, Inc. No sub-consultants will be used for this portion of the project.

IX. **MISCELLANOUS**

In the event of a conflict between this Amendment No. 2 to Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 2 to Task Order No. 16-01-GFYW 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)

George F. Young, Inc.
(Company Name)

By: ____________________________
    (Signature)
    George Joyce II, Sr. Vice President
    (Printed Name and Title)

Date: 3/30/18

WITNESSES:

By: ____________________________
    (Signature)
    Wayne Sanders
    (Printed Name)

By: ____________________________
    (Signature)
    Brian S. Wilkes
    (Printed Name)
### Table 1: Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Rate</th>
<th>Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Direct Labor Employee</td>
<td>$60.00</td>
<td>10</td>
<td>$600.00</td>
</tr>
<tr>
<td>1.2</td>
<td>Consultant Engineering</td>
<td>$125.00</td>
<td>8</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>1.3</td>
<td>Consultant Management</td>
<td>$150.00</td>
<td>5</td>
<td>$750.00</td>
</tr>
<tr>
<td>1.4</td>
<td>Consultant Engineering</td>
<td>$150.00</td>
<td>3</td>
<td>$450.00</td>
</tr>
<tr>
<td>1.5</td>
<td>Consultant Management</td>
<td>$100.00</td>
<td>2</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

**Total Fees:** $2,430.00

---

### Table 2: Project Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$2,430.00</td>
</tr>
<tr>
<td>Direct Labor</td>
<td>$600.00</td>
</tr>
<tr>
<td>Consultant Engineering</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Consultant Management</td>
<td>$750.00</td>
</tr>
<tr>
<td>Consultant Engineering</td>
<td>$450.00</td>
</tr>
<tr>
<td>Consultant Management</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

---

### Project Details

**Project No:** 1724-111

**Downtown Waterfront Replacement Project**

**Work Task Breakdown**

**Attachment A**
MEMORANDUM

Council Meeting of May 3, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the appointment of Nicholas Hernandez, and George Stovall as regular members to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2019.

I respectfully request that Council confirm the appointment of Nicholas Hernandez, and George Stovall as regular members to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2019.

Copies of their resumes have been provided to the Council office for your information.

RK/cs
Attachments
cc: M. Jefferies, Leisure Services Administrator
    L. Seufert, Park Operations Manager
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Nicholas Hernandez, and George Stovall as regular members to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2019.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)
CB-12
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution to dissolve the International Relations Committee of the City of St. Petersburg

EXPLANATION: The International Relations Committee has as its primary focus the sister cities relationships of St. Petersburg. Sister Cities International, Inc., based in Washington, DC, confirms that most sister city relationships are handled by a 501(c)(3) and the City of St. Petersburg has been working with SPIFFS as a non-profit partner, to handle the sister cities relationships of the City to include our Japanese student exchange program each summer.

SPIFFS already has a board of directors and international member organizations and has done an excellent job of handling the exchange program for the past two years. International Relations Committee members would have greater freedom to volunteer and participate in activities as the Sunshine Law makes it quite challenging for them to work together planning receptions, meet/greet opportunities and others.

It is the intention of SPIFFS to raise money through memberships by interested parties to raise the awareness of, expand and promote our sister cities relationships to their fullest. It is their intent to form a sister cities committee for each relationship thereby allowing each relationship to grow and expand by dedicated individuals focused on a single sister city relationship and will increase arts and cultural exchanges.

RECOMMENDATION: Administration recommends that City Council dissolve the International Relations Committee.

COST/FUNDING/ASSESSMENT INFORMATION: N/ 

ATTACHMENTS: Florida Sister Cities data comparisons prepared by staff.

APPROVALS: Administration: Kanika Tomalin
Budget: N/A
Legal: N/A

(As to consistency w/attached legal documents)
Sister Cities - Background Information on Structure

From the Sister Cities International website:

Q. Who runs sister city organizations and how are they structured?

All of Sister Cities International's members are independent organizations and have a number of management structures. Sister city organizations may be run by a group of volunteers, representatives from local institutions, the mayor's office or municipal government, or by some combination of these. Most often sister city organizations are incorporated as 501(c)(3) nonprofits, although the municipal government may have representation or a formal relationship with the group. Many are governed by a board of directors or commission, although the majority of members are volunteers from all sectors of the community. They are most often organized by committee, with one committee for each partnership responsible for creating and implementing projects. Some sister city organizations are run by local institutions, such as a museum, cultural center, or chamber of commerce. Most municipal contacts for sister city organizations are in the office of the mayor, office of tourism/convention and visitors bureau, office of international affairs, office of protocol, or office of economic development.

Tampa Bay Area Municipalities:
Clearwater - Clearwater Sister Cities, Inc. - non-profit
Lakeland - Lakeland Sister Cities International, Inc. - non-profit (office at City Hall)
Sarasota - Sister Cities Association of Sarasota - non-profit
Tampa - Tampa Sister Cities Committee, Inc. - non-profit

Other Florida Municipalities:
Orlando - City government handles
Miami - City government handles
Fort Lauderdale - Greater Fort Lauderdale Sister Cities, International - non-profit
Jacksonville - Jacksonville Sister Cities Association - non-profit

Sister Cities in Key Florida Cities

Major Cities:
Miami-24
Miami - Dade County – 27
Fort Lauderdale - 18
Jacksonville - 12
Orlando- 10
Tampa-13

Bay Area Cities:
Tampa-13
St. Petersburg - 3
Clearwater- 3
Lakeland- 8
Sarasota - 9
Bradenton -1
RESOLUTION NO. 2018-____

A RESOLUTION DISSOLVING THE CITY OF ST. PETERSBURG INTERNATIONAL RELATIONS COMMITTEE ("COMMITTEE"); SUPERSEDING RESOLUTION 2001-333 AND RESOLUTION 95-837 AS AMENDED BY RESOLUTION 2004-22, RELATING TO THE CREATION AND ADMINISTRATION OF THE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 16, 1995, the City of St. Petersburg City Council adopted Resolution 95-837, which confirmed the creation of the International Relations Committee ("Committee") which was originally created in 1962; and

WHEREAS, Resolution 95-837 established that the purposes of the Committee were to enhance City of St. Petersburg residents' understanding and appreciation of other nations and cultures as well as to foster beneficial education and cultural exchanges between the City of St. Petersburg and other communities worldwide; and

WHEREAS, on June 5, 2001, City Council adopted Resolution 2001-333, which expanded the purposes of the Committee to include fostering economic development through commerce between the City of St. Petersburg and cities of other nations; and

WHEREAS, on January 8, 2004, City Council adopted Resolution 2004-22, which amended Resolution 95-837, provided guidelines and responsibilities for the Committee, and established ending dates for the terms of members; and

WHEREAS, the Committee's primary responsibility has been administration of the City's sister cities relationships; and

WHEREAS, for the past two years, the City has contracted with a 501(c)(3) nonprofit organization, the St. Petersburg International Folk Fair Society, Inc. ("SPIFFS"), to administer the City's sister cities relationships; and

WHEREAS, most sister cities relationships in Florida are handled by a 501(c)(3) nonprofit organization rather than the local government; and
WHEREAS, City Administration believes the structure within SPIFFS is a preferred method of meeting the goals for which the Committee was created; and

WHEREAS, City Administration requests that City Council dissolve the Committee.

THEREFORE BE IT RESOLVED that the City of St. Petersburg International Relations Committee ("Committee") is hereby dissolved.

BE IT FURTHER RESOLVED that this Resolution supersedes Resolution 2001-333 and Resolution 95-837 as amended by Resolution 2004-22.

This Resolution shall become effective immediately upon its adoption.

Approvals:

LEGAL:

DEPARTMENT: