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

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

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

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

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

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

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

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

**GENERAL AGENDA INFORMATION**

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

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

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

B. **Approval of Agenda with Additions and Deletions.**

C. **Consent Agenda (see attached)**

**Open Forum**

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

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

D. **Correspondence**

*NOTE: Only the person who has written the letter, or an authorized representative, will be permitted to speak in connection with an item of correspondence. The person speaking will be given three minutes ONLY to state the request. In some instances and at the discretion of City Council, more than three minutes speaking time will be granted.*

1. Requesting to appear before City Council to request support to set new policy for those SPPD patrol officers who carry both a badge and gun, to be equipped with Body Cameras not Gun Cameras. [DEFERRED]

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

Setting June 7, 2018 as the public hearing date for the following proposed Ordinance(s):

1. **Ordinance concerning requirements for notice of a proposed referendum ordinance approving the disposition of park or waterfront property in accordance with the City of St. Petersburg Municipal Charter Subsection 1.02(d); making findings regarding the process by which the City can provide reasonable notice of such a referendum ordinance; and amending City Code to clarify and improve that process.**

2. **Ordinance relating to existing municipal uses on park, wilderness or preserve property; amending Chapter 21, Parks and Recreation, Subsection 21-82, Exclusions, of the St. Petersburg City Code; providing for severability of provisions.**

F. **Reports**
1. **First Amendment to the Lease and Development Agreement with St. Petersburg Commerce Park, LLC, a Florida Limited Liability Company.**

2. **Authorizing the Mayor, or his designee, to execute a Lease Agreement with Duke Energy Florida, LLC, a Florida limited liability company, for the construction and maintenance of a solar canopy on a portion of the Pelican Parking Lot within the new St. Pete PierTM, for a term of ten (10) years with an annual rent of $12,000, and authorizing the City Attorney’s Office to make non-substantive changes to the Lease Agreement. (Requires affirmative vote of at least six (6) members of City Council.)**

3. **Sewer Report**

   (a) Authorizing the Mayor, or his designee, to execute a Temporary Construction Easement Agreement ("Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the relocation of a temporary hydrostatic protection wall and installation of permanent landscaping on Eckerd's property, and construction of a stormwater berm and affiliated facilities at the City's Southwest Water Reclamation Facility.

   (b) Authorizing the Mayor or his designee to execute Task Order No. 16-02- A/UIW to the architect/engineering agreement between the City of St. Petersburg, Florida and ASRus, LLC. (A/E), dated July 27, 2016, for A/E to provide professional engineering services related to the 2018 Northeast Water Reclamation Facility and Southwest Water Reclamation Facility Injection Well Mechanical Integrity Testing Project in an amount not to exceed $173,340.00.

4. **Approving an Agreement with the Pinellas County Urban League, Inc. in the amount of $100,000 to develop an economic growth plan for South St. Petersburg. [DEFERRED]**

**G. New Business**

1. **Respectfully requesting a referral to the Public Services & Infrastructure Committee for a report on the potential improvements to Runway 7-25 at the Albert Whitted Airport, as well as the economic impact of proposed improvements.**

2. **Respectfully request to refer to the Housing, Land Use, and Transportation Committee a discussion to establish a dedicated local funding source for affordable housing development.**

**H. Council Committee Reports**

1. **Committee of the Whole: FY19 Operating Budget (5/8/18)**

2. **Budget, Finance & Taxation Committee (5/10/18)**

   (a) Approving the recommendation of the Budget, Finance and Taxation Committee to remove the Youth Sports Field at Thurgood Marshall Middle School Project from the Weeki Wachee Project List.

3. **Committee of the Whole: Hurricane Irma After Report (5/10/18)**

**I. Legal**

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

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

1. Confirming the preliminary assessment for Lot Clearing Number(s): LCA 1589.
2. Confirming the preliminary assessment for Building Securing Number(s) SEC 1235.
3. Confirming the preliminary assessment for Building Demolition Number(s) DMO 461.
4. Ordinance 326-H 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 Citys 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;

5. Ordinance 327-H providing for the sale and consumption of alcoholic beverages in Lake Vista Park on July 14th.

K. Open Forum

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

(Procurement)

1. Approving the renewal of blanket purchase agreements for automotive replacement parts and accessories with AAET Corp., dba Will's Starter & Alternator Service; Atlas Hydraulics, Inc.; Batteries by Fisher, Inc.; and 27 additional vendors for the Fleet and Water Resources departments, at an estimated annual cost of $3,600,000, for a total contract amount of $17,595,625.

2. Approving an increase in allocation for storm debris removal and disposal services with Crowder-Gulf Joint Venture, Inc. in the amount of $458,504, for a total contract amount of $2,183,504 and approving a supplemental appropriation in the amount of $93,200 from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573) to provide additional funding for storm debris removal and disposal services.

3. 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.

4. Approving the purchase of vehicles from Alan Jay Chevrolet-Cadillac, Inc., Duval Ford, LLC, and Prestige Ford, Inc. for the Fleet Management Department, at a total cost of $978,582.64.

5. Approving the renewal of a blanket purchase agreement with Safety Products, Inc. for safety clothing and supplies, at an estimated annual cost of $150,000, for a total contract amount of $580,000.

(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 a construction manager agreement between the City of St. Petersburg and InterAmerica Stage, Inc. for construction services for the Coliseum Stage Rigging Project ("CM Agreement"); accepting the control estimate in an amount not to exceed $364,360 for the construction of the project; authorizing the City Attorneys Office to make non-substantive change to the CM Agreement; authorizing the Mayor or his designee to execute the CM Agreement and all other necessary documents; approving a rescission in the amount of $131,800 from the unencumbered balance of the City Facilities Fund (3031) Infrastructure TBD Project (16164); approving a transfer in the amount of $131,800 from the unencumbered balance of the City Facilities Fund (3031) resulting from the above rescission to the Recreation and Culture Capital Improvement Fund (3029); approving a rescission in the amount of $85,360 from the unencumbered balance of the Citywide Infrastructure Fund (3027) Roadway Ride Ability Improvements Project (15070); approving a transfer in the amount of $85,360 from the unencumbered balance of the Citywide Infrastructure Fund (3027) resulting from the above rescission to the Recreation and Culture Capital Improvement Fund (3029); and approving a supplemental appropriation in the amount of $217,160 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from the above transfers to the Coliseum Improvements FY18 Project (16165), (Engineering/CID Project No. 15204-119); and providing an effective date.

2. Approving the renewal of blanket purchase agreements with Mid-State Machine and Fabrication Corporation and Mader Electric, Inc. for machine shop work, at an estimated cost of $100,000, for a total contract amount of $300,000.

3. Accepting a bid from Trident Surfacing, Inc. for refinishing of seven gymnasium floors in six recreation centers, in the amount of $141,200 (Oracle Projects No. 15650 and 15614).

4. Approving the renewal of a blanket purchase agreement with Recycling Services of Florida, Inc. for the sale of recyclable material, at an estimated annual revenue of $83,608.25.

5. A resolution authorizing the Mayor or his designee to execute the participant agreement with Phillips & Jordan, Incorporated for disaster debris collection and removal services.

(City Development)
6. Authorizing the Mayor, or his designee, to execute a Second Amendment to License Agreement with Palmetto Park Crime Watch and Neighborhood Association, Inc., a Florida not-for-profit corporation, for the continued use of a surplus, unimproved City-owned parcel located at 2519 – 3rd Avenue South, St. Petersburg, as a "Community Garden", that extends the Term for an additional year expiring on May 31, 2019.

7. Authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with United Way Suncoast, Inc., a Florida not-for-profit corporation, to redefine the premises within a portion of City-owned Campbell Park located at approximately 601 – 12th Street South, St. Petersburg, to add a modular building to the existing premises; and to extend the expiration date of the term to May 31, 2020 at a nominal fee for the extended term; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires an affirmative vote of at least six (6) members of City Council.)

8. Authorizing the Mayor, or his designee, to execute a Lease Agreement with Pasadena Card Club, Inc., a Florida not-for-profit corporation, for the use of City-owned real property located at Ten Park Street North, St. Petersburg, Florida for a period of thirty-six (36) months, at an aggregate rent of $36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)

9. Approving a supplemental appropriation in the amount of $355,000 from the unappropriated balance of the General Fund (0001) to the Real Estate & Property Management Department, Tangerine Plaza (360-2602).

(Leisure Services)

(Public Works)

10. Authorizing the Mayor, or his designee, to execute a Temporary Construction Easement Agreement ("Agreement") with Eckerd College, Inc., a Florida not-for-profit corporation ("Eckerd"), to allow for the relocation of a temporary hydrostatic protection wall and installation of permanent landscaping on Eckerd's property, and construction of a stormwater berm and affiliated facilities at the City's Southwest Water Reclamation Facility. [MOVED TO SEWER REPORT AS E-3(a)]

(Appointments)

(Miscellaneous)

11. Approving the minutes of the April 5, April 12, and April 19, 2018 City Council meetings.

12. Approving a supplemental appropriation in the amount of $19,930.50 from the increase in the unappropriated balance of the General Fund (0001), resulting from the cash grant match received from Venetian Isles Homeowners Association, Inc., to the Community Services Department (083-1081).

13. Appointing Erin Woolums Meza (listed by the Florida Bar as Erin Woolums) and Erin K. Barnett as hearing officers to exercise the powers as provided in St. Peterburg City Code Section 9-65; authorizing the City Attorney or her designee to prepare and execute a service agreement with Barnett Woolums, P.A.
14. Authorizing the Mayor or his designee to execute Task Order No. 16-02- A/UIW to the architect/engineering agreement between the City of St. Petersburg, Florida and ASRus, LLC. (AIE), dated July 27, 2016, for A/E to provide professional engineering services related to the 2018 Northeast Water Reclamation Facility and Southwest Water Reclamation Facility Injection Well Mechanical Integrity Testing Project in an amount not to exceed $173,340.00. [MOVED TO SEWER REPORT AS E-3(b)]
MEETING AGENDA
Note: An abbreviated listing of upcoming City Council meetings.

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

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

Youth & Family Services Committee
Thursday, May 17, 2018, 11:00 a.m., Room 100

Legislative Affairs & Intergovernmental Relations Committee
Thursday, May 17, 2018, 1:00 p.m., Room 100

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.
ST. PETERSBURG CITY COUNCIL

Meeting of May 17, 2018

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

SUBJECT: An Ordinance concerning requirements for notice of a proposed referendum ordinance approving the disposition of park or waterfront property in accordance with the City of St. Petersburg Municipal Charter Subsection 1.02(d); making findings regarding the process by which the City can provide reasonable notice of such a referendum ordinance; amending City Code to clarify and improve that process; and providing an effective date.

BACKGROUND: For the purpose of protecting City-owned park and waterfront property as defined by the City of St. Petersburg Municipal Charter ("Charter"), Charter section 1.02 requires specific authorization by a majority vote in a City-wide referendum before the City may enter into certain agreements concerning City-owned park and waterfront property.

Charter subsection 1.02(d), which provides requirements for conducting such a referendum, requires the City to prepare an ordinance concerning the proposed referendum and 35 days prior to the first reading of that ordinance, send a notice of the proposed referendum ordinance to each owner and resident of property located within 200 yards of the perimeter of the parcel of City-owned park or waterfront property that would be affected by the referendum. Further, Charter subsection 1.02(d) requires that the definition of "owner" and "resident" used for such notice be established by ordinance which definitions are currently codified in City Code subsection 30-1(b).

Based on past experience, Administration recommends amending City Code subsection 30-1(b) to tailor the definition of "resident" more closely to the information actually available to City staff, to more directly address the City's reliance on property owners to distribute notices to tenants and other residents, and to make other clarifications to promote effective distribution of notices of proposed referendum ordinances.

RECOMMENDATION: Administration recommends that City Council adopt the attached ordinance in accordance with Section 1.02(d), St. Petersburg City Charter, making findings regarding the process by which the City can provide reasonable notice of such a referendum ordinance; and amending City Code to clarify and improve that process; and providing an effective date.

ATTACHMENTS: Ordinance
APPROVALS:

Administration: [Signature]

Budget: N/A

Legal: [Signature]

(As to consistency w/attached legal documents)
ORDINANCE NO. ____

AN ORDINANCE CONCERNING REQUIREMENTS FOR NOTICE OF A PROPOSED REFERENDUM ORDINANCE APPROVING THE DISPOSITION OF PARK OR WATERFRONT PROPERTY IN ACCORDANCE WITH CITY CHARTER SUBSECTION 1.02(D); MAKING FINDINGS REGARDING THE PROCESS BY WHICH THE CITY CAN PROVIDE REASONABLE NOTICE OF SUCH A REFERENDUM ORDINANCE; AMENDING CITY CODE TO CLARIFY AND IMPROVE THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the purpose of protecting City-owned park and waterfront property, City Charter section 1.02 requires specific authorization by a majority vote in a City-wide referendum before the City may enter into certain agreements concerning such property; and

WHEREAS, Charter subsection 1.02(d), which provides requirements for conducting such a referendum, requires the City to prepare an ordinance concerning the proposed referendum and, 35 days prior to the first reading of that ordinance, send a notice of the proposed referendum ordinance to each owner and resident of property located within 200 yards of the perimeter of the parcel of City-owned park or waterfront property that would be affected by the referendum; and

WHEREAS, Charter subsection 1.02(d) requires that the definition of "owner" and "resident" used for such notice be established by ordinance; and

WHEREAS, those definitions are currently codified in City Code subsection 30-1(b); and

WHEREAS, City Council now desires to amend City Code subsection 30-1(b) to clarify and improve those definitions and related provisions concerning notice of a referendum ordinance in accordance with Charter subsection 1.02(d).
NOW, THEREFORE, THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

SECTION 1—FINDINGS: City Council hereby makes the following findings regarding the process by which the City can provide reasonable notice of a referendum ordinance in accordance with Charter subsection 1.02(d):

(a) Under Florida law, the Pinellas County Property Appraiser (the “Appraiser”) is responsible for determining the value of all property within Pinellas County, determining the tax on such property after taxes have been levied, and maintaining records of such determinations.

(b) Accordingly, it is reasonable for the City to use those records of the Appraiser as the basis for identifying each property that falls within the scope of notice required by Charter subsection 1.02(d) (each, a “Property”) and each person who owns that Property (each, an “Owner”).

(c) But there is no comprehensive record maintained by the Appraiser, the City, or any other governmental agency that identifies rental units, accessory dwelling units, and other instances of occupancy by a person who is not a member of the Owner’s family or household but who, with permission from and knowledge of the Owner, physically resides at the Owner’s Property or operates a business at that Property (each, a “Resident”).

(d) Accordingly, it is reasonable for the City to rely upon individual Owners to identify any Resident who resides at that Owner’s Property.

(e) And because of the important public purpose served by the notice required by Charter subsection 1.02(d), it is also reasonable for the City to require such an Owner to promote distribution of such a notice to any Resident at the Property by taking at least one of the following actions following receipt of a notice: (i) confirm that the Resident has received a copy of the notice; (ii) deliver a copy of the notice to the Resident or to the Resident’s internal mailbox; or (iii) post a copy of the notice on the portion of the Property occupied by the Resident.

(f) Accordingly, the City can provide reasonable notice of a proposed referendum ordinance to each Owner and Resident in accordance with Charter subsection 1.02(d) through the following combination of methods: (i) by mailing or hand delivering the notice to the site address of each Property listed by the Appraiser and (ii) by mailing or hand delivering
the notice to the Owner's mailing address if the Appraiser lists a mailing address that differs from the Property's site address; and (iii) by disclosing in the notice that the Owner is obligated to take certain actions to promote distribution of that notice to any Resident at that Owner's Property.

(g) Because of the increasing use of accessory dwelling units within the City, the requirements for distributing notice to Residents should be amended to clarify that they apply to any number of Residents in any form of housing—not merely multiple Residents living in multi-Resident property such as an apartment complex.

(h) Although condominium and cooperative units are separately identified by the Appraiser and any Owner of such a unit will each receive an individual notice, the City should continue its practice of providing notice to the associations of such condominiums and cooperatives, in recognition of the important role such associations play in representing the interests of their respective unit owners.

SECTION 2—AMENDMENT OF CITY CODE: City Code subsection 30-1(b) is hereby replaced in its entirety with the following:

(b) Notice of referendum ordinance for park or waterfront property. The following provisions apply to notice of a proposed referendum ordinance concerning park or waterfront property in accordance with Charter subsection 1.02(d):

(1) Definitions. For purposes of this subsection, the following terms apply:

a. "Appraiser" means the Pinellas County Property Appraiser.

b. "Notice" means a notice of a proposed referendum ordinance sent by the City in accordance with Charter subsection 1.02(d).

c. "Owner" means any person listed by the appraiser as the current owner of a property.

d. "Property" means any parcel of land, condominium unit, or cooperative unit that has been assigned a parcel number by the appraiser and is located, in whole or in part, within the perimeter for notice established by Charter subsection 1.02(d).

e. "Resident" means any person who is not a member of the owner's family or household but who, with permission from and knowledge of the owner, either (i) physically resides at a property or (ii) operates a business at the property.
(2) **Requirements for notice.** In preparing a notice, the City shall comply with the following requirements:

a. The notice must explain the general purpose of the proposed referendum and ordinance.

b. The notice must provide the date, time, and location of the first reading of the proposed referendum ordinance.

c. The notice must disclose an owner's obligation to promote distribution of the notice to any resident at the owner's property in accordance with this subsection.

(3) **Delivery to owners and residents.** Provision of notice to each owner and resident of a property is deemed effective upon mailing or hand delivery of a notice that complies with the requirements of this subsection to the following: (i) the site address of the property listed by the appraiser and (ii) to any mailing address of the owner listed by the appraiser that is different than the site address.

(4) **Obligation of owner to promote distribution to residents.**

a. If an owner receives a notice and any resident resides at that owner's property, the owner shall, no more than seven days after receiving the notice, promote distribution of the notice by taking at least one of the following actions with respect to each resident at the property: (i) confirm orally or in writing that the resident has received a copy of the notice; (ii) deliver a copy of the notice directly to the resident; (iii) place a copy of the notice in an internal mailbox regularly used by the owner to communicate with the resident; or (iv) post a copy of the notice on the portion of the property occupied by the resident.

b. The provisions of this sub-subsection apply to any property or portion of a property at which one or more residents reside, including an accessory dwelling unit, duplex, triplex, apartment building, hotel, motel, group home, nursing home, community residential facility, campground, mobile home park, or marina.

(5) **Delivery to condominium or co-operative.** If any property is located within a condominium or cooperative, the City shall also send a copy of the notice to the association of that condominium or cooperative.

(6) **Effect of non-required notice.** If the City provides notice to any address or person that is not required by Charter subsection 1.02(d) or by this subsection, such non-required notice does not guarantee that the City will send that notice to any other
similarly situated address or person with respect to the applicable referendum or any future referendum.

(7) Determination of compliance. If City Council makes a determination in the referendum ordinance or elsewhere that the City Clerk has received proof of compliance with the requirements of this subsection, such determination is intended to be conclusive evidence that the City has complied with the notice requirements of Charter section 1.02(d).

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

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

Approved as to form and content:

City Attorney (Designee)  
Administration
ST. PETERSBURG CITY COUNCIL

Meeting of May 17, 2018

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

Subject: An ordinance relating to existing non-park municipal uses located on park, wilderness or preserve property; amending Chapter 21, Parks and Recreation, Subsection 21-82, Exclusions, of the St. Petersburg City Code; providing for severability of provisions; and providing an effective date.

Explanation: Chapter 21 allows non-park municipal uses on park, wilderness or preserve property which were in place prior to November 29, 1990 to continue so long as the “boundary” of such a use is not “expanded.” If a boundary is expanded, a substantial change of use ordinance is required.

As currently written the code allows for multiple interpretations as to what constitutes a boundary expansion of a preexisting non-park municipal use. This proposed code amendment clarifies what constitutes a boundary expansion of such a use under the City Code. Under the proposed amendment, if the overall square footage of the coverage area of the use remains the same after reconfiguration of the boundaries of the preexisting use, no substantial change of use ordinance will be required.

Recommendation: Administration recommends that City Council schedule a first reading on May 17, 2018 and a public hearing on June 7, 2018 for the attached Ordinance.

Cost/Funding /Assessment Information: There are no specific expenditures associated with the passage of the Ordinance.

Approvals:

Legal: [Signature] Administration: [Signature]
ORDINANCE NO. 2018-_____

AN ORDINANCE RELATING TO EXISTING MUNICIPAL USES ON PARK, WILDERNESS OR PRESERVE PROPERTY; AMENDING CHAPTER 21, PARKS AND RECREATION, SECTION 21-82, EXCLUSIONS, OF THE ST. PETERSBURG CITY CODE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Chapter 21, Section 21-82 of the St. Petersburg City Code is hereby amended as follows:

Sec. 21-82. - Exclusions.

(a) Existing plans and waterfront master plan. Notwithstanding any other provision of this article, it shall not be a change in park use to develop a Park in accordance with the approved waterfront master plan as the same has been modified by park plans contained in the Bay Plaza Master Plan, the Historic and Benoist Museum Plans (Resolution No. 90-766), and the approved Vinoy Development Plan as these plans exist on November 29, 1990. It shall also not be a substantial change in use to develop a Park in accordance with plans which have been approved as a substantial change in park use, prior to November 29, 1990, in accordance with the procedure delineated in section 1.02 of the City Charter.

(b) Al Lang Field. Notwithstanding any other provision of this article, that park designated as No. 39 (Al Lang Field) on the City Charter Park and Waterfront Property Map on file with the City Clerk and referenced in section 1.02 of the City Charter shall be governed by the following:

(1) It shall not be a substantial change of use to expand or contract the current uses within the park. For purposes of this section, the current uses of the Park shall be considered parking and baseball related activities.

(2) Because of the special nature and uses of this park, the minimum green space requirement of 25 percent as contained in section 21-83 shall not apply.

(c) Preexisting municipal uses. It shall not be a substantial change of use of park property to reduce the boundaries of non-park municipal uses, including but not limited to
police dog kennels, firefighter training tower, plant nursery, mulching operation, building material storage, athletic fields, associated parking areas, offices, etc., which were in existence on November 29, 1990, at any active or passive park, wilderness area, or nature preserve. Such uses shall continue to be allowed but shall not be allowed to permanently expand the boundaries of the use. Any other Non-park municipal uses which were in existence on November 29, 1990, shall be allowed to exist continue in those areas in any active or passive park, wilderness area, or nature preserve so long as the boundaries of the use are not expanded. For purposes of this subsection, reconfiguration of the boundary of a non-park municipal use in existence on November 29, 1990, shall not be considered an expansion of the boundary if the reconfiguration does not result in a net increase of the square footage of the use as measured by roofline, canopy, fenceline or footprint, whichever is greater. There shall be no de minimus exemption from this boundary reconfiguration standard.

SECTION 5. The provisions of this Ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

SECTION 6. That words in struck-through type are deletions from the existing St. Petersburg City Code and words that are underlined are additions.

SECTION 7. 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.

LEGAL: 

ADMINISTRATION:

City Attorney (designee)
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: First Amendment to the Lease and Development Agreement with St. Petersburg Commerce Park, LLC, a Florida Limited Liability Company

OBJECTIVE: To authorize the Mayor, or his Designee, to execute a First Amendment to the Lease and Development Agreement with St. Petersburg Commerce Park, LLC, a Florida limited liability company, dated June 15, 2016.

BACKGROUND: On June 15, 2016, the City of St. Petersburg executed a Lease and Development Agreement ("Agreement") with St. Petersburg Commerce Park, LLC, a Florida limited liability company ("Tenant"), pursuant to Community Redevelopment Agency Resolution No. 2016-6 and City Council Resolution No. 2016-213. The Agreement provides for the Tenant's use of portions of the City-owned property known as St. Petersburg Commerce Park, generally located west of 22nd Street South to 26th Street South and from approximately 6th Avenue South to the boundary of Interstate 275, lying within the South St. Petersburg Community Redevelopment Area ("CRA"), for a term of fifty (50) years at a structured rent and purchase option under certain conditions.

Under the Agreement, the Tenant is to construct 1) a mixed-used development on ±2.94 acres (Site-A) consisting of no less than 20,000 sq/ft. of ground floor retail space, along with no less than 40,000 sq/ft. of workforce housing on the second floor (collectively, "Residential Development") and 2) an industrial development on ±7.69 acres (Site-B) to include improvements of no less than 60,000 sq/ft., suitable for office/warehouse/manufacturing ("Industrial Development"). The proposed developments were designed to generate economic and community growth into the area. The Tenant intends to bring commercial manufacturing to an area to further stimulate the neighborhood's growth and development, while achieving the purposes set forth in the CRA. The Industrial Development will establish business expansion and bring added diversity to the existing businesses in the area, along with expansion of employment opportunities. The Agreement also provides that both developments were to be completed and operational by May 1, 2019, along with the creation of fifty (50) jobs, with no less than twenty-six (26) jobs employing individuals from households in the low-to-moderate income range, defined as at or below 80% of moderate income, with no less than thirteen (13) jobs employing individuals from the CRA, and the balance of the jobs coming from other areas and other households.

PRESENT SITUATION: On June 6, 2017, the Tenant, through its attorney Robert Kapusta, Jr., indicated via letter ("Request Letter") that several revisions to the Agreement would be necessary in order for the Tenant to obtain financing for both developments. Administration and the Tenant have subsequently negotiated a First Amendment to the Agreement ("First Amendment") providing the following changes:
1. Changing the Lease Term from 50 years to 65 Years;

2. Clarifying that the Industrial Development shall be completed and operational by May 1, 2019, per the Agreement, and extending the deadline for the Residential Development to be completed and operational by May 1, 2020;

3. Bifurcation of the default provisions, in order to assure the lender that any default under the Agreement would be treated as specific to the development in which the default occurred; and

ANALYSIS: The First Amendment provides the necessary modifications for the Tenant to obtain its financing for both developments which will lead to the addition of fifty (50) jobs, twenty-six (26) of which will be from households in the low-to-moderate income range and thirteen (13) jobs employing individuals from the CRA. On April 25, 2018, the Tenant provided Administration written notice from the Tenant’s lender, Hancock Bank ("Lender"), indicating that the Lender had reviewed and accepted the First Amendment, and has affirmed the First Amendment provides the necessary clarification to move forward with financing.

SUMMARY: The Tenant has executed the First Amendment, subject to City Council approval, with all of the other terms and conditions contained in the Agreement remaining in full force and effect.

RECOMMENDATION: Administration recommends City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease and Development Agreement, dated June 15, 2016, with St. Petersburg Commerce Park, LLC, a Florida limited liability company; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Request Letter
Hancock Bank Letter dated April 25, 2018
First Amendment to the Lease and Development Agreement
Resolution

APPROVALS: Administration: 

Budget: N/A

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

LOUIE M. ADDOCK, JR.
STEPHEN G. CHAMBERS
JOHN N. HAMILTON III
TERRY L. HIRSCH
ROBERT KAPUSTA, JR.
SCOTT R. MARGER
THOMAS H. MILAN, JR.
MARILYN M. POLSON
C. HUNTER RAVALS
ERICA K. SMITH
KENNETH B. THORNTON**

OF COUNSEL
WILLIAM H. BARTLETT
LYNDA C. JENNINGS ***

*Board Certified - Wills, Trusts and Estates
**Board Certified - Real Estate
***Board Certified - Elder Law

June 6, 2017

VIA E-MAIL: alan.delisle@stpete.org
AND REGULAR U.S. MAIL
Alan H. DeLisle, City Development Administrator
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

Re: Revisions to Lease and Development Agreement dated June 15, 2016 ("Agreement") by and between the City of St. Petersburg ("City") and St. Petersburg Commerce Park, LLC ("Tenant")

Dear Alan:

As we discussed in our meeting on Monday, May 22, 2017, there are a number of revisions that need to be made to the Agreement in order for the Tenant to obtain financing and construct both the industrial construction and the residential construction.

Per your suggestion, this letter outlines, on a conceptual basis, the changes that need to be made to the Agreement and the reason for the changes. Upon mutual agreement of the needed changes, we will then proceed to revise the Agreement.

In no particular order, the changes that are needed are as follows:

1. Lenders for both the industrial portion and the residential portion of the development have both indicated the loan needs to be made to a separate single-purpose entity. The lenders' concern is that if there is a default on the industrial portion, it would adversely impact the residential portion and vice versa. This is not at all uncommon. As a result, we discussed St. Petersburg Commerce Park, LLC forming two wholly-owned subsidiaries. One subsidiary would be responsible for the development of the residential
portion of the project and the other would be responsible for the development of the industrial portion of the project.

2. For the same reasons set forth above, lenders have also requested that the Agreement be separated into two separate agreements with one addressing the industrial portion and the other addressing the residential portion. St. Petersburg Commerce Park, LLC will guarantee both of these agreements which would be in the names of the wholly-owned subsidiaries.

3. The name of a potential tenant, Attaj Energy, needs to be removed from the Agreement because it is no longer interested in becoming a tenant.

4. With regard to the residential development, the Agreement requires 20,000 sq. ft. of retail development. We discussed revising it to provide for the allowance of retail space but not insert any minimum required amount.

5. Similarly, with regard to the amount of housing, we discussed revising the Agreement to provide a goal of residential housing in the minimum amount of 40,000 sq. ft.

6. Due to the delays in connection with the residential portion, which delays were beyond the control of the Tenant, we discussed extending the timeline for which the residential portion of the development may be completed so that it would be measured from two years from May 1, 2017.

If the proposed revisions set forth above are in agreement with the City's goals and objectives, please let me know and we can then proceed to specifically draft the revisions to the Agreement.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

FISHER & SAULS, P.A.

Robert Kapusta, Jr.

RK/jm

cc: Thomas Callahan (via e-mail)
April 25, 2018

Tom Callahan
C/O EMP Industries
1330 2nd Street South
St. Petersburg, Florida 33701

Re: St. Petersburg Commerce Park, LLC

Tom;

As we've recently spoken, we have reviewed and discussed the current draft of the FIRST AMENDMENT TO THE LEASE AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND ST. PETERSBURG COMMERCE PARK, LLC, a copy of which is attached hereto, and find it acceptable as it relates to eliminating the prior cross-default language in the Lease and Development Agreement. As currently drafted, by adding Paragraph 31.5 to the Lease and Development Agreement, the First Amendment, isolates the cure or any of the City's remedies for a default of either proposed developments, that on Parcels 2B, 3A and 3B or that on Parcel 2A, to those relating only to the defaulted Parcel(s) and improvements developed.

If this First Amendment is approved by the City, it will keep this project on track to a successful commencement with financing in place before commencing development by either conventional or Federal NMTC loans, or a combination thereof, for the development of the Parcels 2B, 3A and 3B, approximately 7.69 acres on which commercial, industrial or other improvements are to be developed.

Should you have any other questions regarding this letter, please contact me at (727) 388-2266 or Allen.Harvell@hancockwhitney.com.

Sincerely,

Allen L. Harvell, Jr.
Senior Vice President
Middle Market - Corporate Banking
Mid-Level CRE – Specialty Finance
FIRST AMENDMENT
TO THE LEASE AND DEVELOPMENT AGREEMENT
BETWEEN
CITY OF ST. PETERSBURG
AND
ST. PETERSBURG COMMERCE PARK, LLC.

THIS FIRST AMENDMENT TO THE LEASE AND DEVELOPMENT AGREEMENT ("First Amendment") is made this __ day of __________, 2018, by and between the CITY OF ST. PETERSBURG, Florida, a municipal corporation ("City"), and St. Petersburg Commerce Park, LLC., a Florida Limited Liability Company ("Tenant") (collectively "Parties").

RECIPTS

WHEREAS, the Parties entered into that Lease and Development Agreement dated June 15, 2016 ("Lease") for the development of the Premises; and

WHEREAS, the Commencement Date was May 1, 2017, as evidenced by the Lease Commencement Memorandum signed by the Parties on June 2, 2017; and

WHEREAS, under the Lease, the Tenant is responsible for constructing a mixed-use development on the Premises, including office/warehousing/manufacturing space, along with workforce housing accompanied by ground floor retail space; and

WHEREAS, on June 6, 2017, the Tenant requested changes to the Lease in order for Tenant to obtain financing for the mixed-use development; and

WHEREAS, the Parties have agreed to the modifications set forth in this First Amendment.

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

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

2. RECITALS. The above recitals are true, correct, and incorporated herein by reference.

3. EFFECTIVE DATE. This First Amendment shall effective the date the City executes this First Amendment.

4. Paragraph 9 of the Lease is hereby amended to read as follows:

9. TERM; RENEWAL. The initial Term of this Lease ("Term") shall be for period of sixty-five (65) years beginning on May 1, 2017 and expiring on May 1, 2082 ("Expiration Date").
5. Paragraph 14.1.3 of the Lease is hereby amended to read as follows:

14.1.3. The development of Parcels 2B, 3A, and 3B shall be completed and operational by May 1, 2019. The development of Parcel 2A shall be completed and operational by May 1, 2020.

6. Paragraph 31.5 is added to the Lease to read as follows:

31.5. SEPARATE DEFAULT. Paragraph 31 of the Lease shall apply separately to the development of Parcels 2B, 3A, and 3B and to the development of Parcel 2A. For example, if there is a default with regard to the Parcel 2A development, any cure or any of the City’s remedies for default can only be applied to the Parcel 2A property.

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

(The remainder of this page left intentionally blank, signature pages follow)
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date written below.

WITNESSES: (as to Tenant)

Witness Signature

[Signature]

Typed, Printed or Stamped Name

[Name]

Witness Signature

[Signature]

Typed, Printed or Stamped Name

[Name]

TENANT:

St. Petersburg Commerce Park, LLC.

By: [Signature]

Print: [Name]

As Its: [Name]

Date: 5/2/15

STATE OF FLORIDA)

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 21st day of May 2018, by [Name] as [Title] of St. Petersburg Commerce Park, LLC, a Florida Limited Liability Company, on behalf of the company and appeared before me at the time of notarization. He/She is personally known to me or provided [Identification] as identification and appeared before me at the time of notarization.

Notary Public - State of Florida

[Signature]

Notary Signature

[Seal]
The foregoing instrument was acknowledged before me this ___ day of __________ 20__, by Rick Kriseman and Chand Srinivasa as Mayor and City Clerk, respectively, of the City of St. Petersburg, Florida, a Florida municipal corporation on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

Notary Public - State of Florida

(Seal)
Resolution No. 2018 - ___

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LEASE AND DEVELOPMENT AGREEMENT, DATED JUNE 15, 2016, WITH ST. PETERSBURG COMMERCE PARK, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 15, 2016, the City of St. Petersburg executed a Lease and Development Agreement ("Agreement") with St. Petersburg Commerce Park, LLC., a Florida limited liability company ("Tenant"), pursuant to Community Redevelopment Agency Resolution No. 2016-6 and City Council Resolution No. 2016-213; and

WHEREAS, the Agreement provides for the Tenant's use of portions of the City-owned property known as St. Petersburg Commerce Park, generally located west of 22nd Street South to 26th Street South and from approximately 6th Avenue South to the boundary of Interstate 275, lying within the South St. Petersburg Community Redevelopment Area ("CRA"), for a term of fifty (50) years at a structured rent and purchase option under certain conditions; and

WHEREAS, under the Agreement, the Tenant is to construct 1) a mixed-used development on ±2.94 acres (Site-A) consisting of no less than 20,000 sq/ft. of ground floor retail space, along with no less than 40,000 sq/ft. of workforce housing on the second floor (collectively, "Residential Development") and 2) an industrial development on ±7.69 acres (Site-B) to include improvements of no less than 60,000 sq/ft., suitable for office/warehouse/manufacturing ("Industrial Development"); and

WHEREAS, the Agreement also provides that both developments were to be completed and operational by May 1, 2019, along with the creation of fifty (50) jobs, with no less than twenty-six (26) jobs employing individuals from households in the low-to-moderate income range, defined as at or below 80% of moderate income, with no less than thirteen (13) jobs employing individuals from the CRA, and the balance of the jobs coming from other areas and other households; and

WHEREAS, on June 6, 2017, the Tenant, through its attorney Robert Kapusta, Jr., indicated via letter ("Request Letter") that several revisions to the Agreement would be necessary in order for the Tenant to obtain financing for both developments; and

WHEREAS, Administration and the Tenant have subsequently negotiated a First Amendment to the Agreement ("First Amendment") providing the following changes:

1. Changing the Lease Term from 50 years to 65 Years;
2. Clarifying that the Industrial Development shall be completed and operational by May 1, 2019, per the Agreement, and extending the deadline for the Residential Development to be completed and operational by May 1, 2020; and

3. Bifurcation of the default provisions, in order to assure the lender that any default under the Agreement would be treated as specific to the development in which the default occurred; and

WHEREAS, the First Amendment provides the necessary modifications for the Tenant to obtain its financing for both developments; and

WHEREAS, on April 25, 2018, the Tenant provided Administration written notice from the Tenant's lender, Hancock Bank ("Lender"), indicating that the Lender had reviewed and accepted the First Amendment, and has affirmed the First Amendment provides the necessary clarification to move forward with financing; and

WHEREAS, Tenant has executed the First Amendment, subject to City Council approval, with all of the other terms and conditions contained in the Agreement remaining in full force and effect.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this City Council authorizes the Mayor, or his Designee, to execute a First Amendment to the Lease and Development Agreement, dated June 15, 2016, with St. Petersburg Commerce Park, LLC, a Florida limited liability company; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00374360.doc v2

APPROVED BY:

Alan DeLisle, Administrator
City Development Administration
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 Duke Energy Florida, LLC, a Florida limited liability company, for the construction and maintenance of a solar canopy on a portion of the Pelican Parking Lot within the new St. Pete Pier™ for a term of ten (10) years with an annual rent of $12,000, and 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") on the east end of Second Avenue N.E., St. Petersburg. The City desires to include sustainable renewable energy components within The Pier. At the Health, Energy, Resiliency & Sustainability Committee meeting on December 14, 2017, City Administration presented a concept from Duke Energy Florida, LLC ("Lessee") proposing the construction and maintenance of a solar photovoltaic parking canopy ("Solar Canopy") on a portion of the Pelican Parking Lot approved by the City within The Pier ("Premises") at Duke's sole cost and expense.

On March 15, 2018, City Administration presented an executed Letter of Understanding with Key Business Points ("Letter") before City Council for approval of moving forward with the Lessee's placement of the Solar Canopy within the Premises. Subsequently, City Council, via Resolution No. 2018-147, approved City Administration to move forward with negotiation of a lease agreement accordingly.

At the direction of City Administration, Real Estate & Property Management negotiated a lease agreement ("Lease") with the Lessee incorporating the business points set forth in the Letter:

- **TERM:** The term of the Lease will be for ten (10) years.
- **RENT:** Lessee shall pay to the City an annual rent of $12,000 for the Term of the Lease.
- **LESSEE IMPROVEMENTS:** Lessee shall, at its own costs and expense, design, permit, and construct the Solar Canopy on the Premises, which shall produce between 400 kW and 650 kW of solar energy. Lessee shall, at its own costs and expense, provide lighting mounted to the Solar Canopy that is sufficient to provide illumination of the parking spaces below.
- **ENERGY GENERATED:** Lessee shall own and control any energy produced by the Solar Canopy, as well as any rights associated with such energy. The energy generated by the Solar Canopy will be grid tied.
• **RENEWABLE ENERGY CREDITS:** Lessee shall retain any solar renewable energy credits associated with its interest in the Solar Canopy provided, however, the City shall be entitled to any legal or monetary benefits associated with the Solar Canopy to the extent such benefits are specifically tied to the real property.

• **LESSEE MAINTENANCE:** Lessee shall, at its cost and expense, maintain the Premises and the Solar Canopy in a clean, orderly, and safe condition.

• **CITY MAINTENANCE:** The City will maintain the Pelican Parking Lot and all landscaping thereon.

• **LESSEE BRANDED SIGNAGE:** Subject to applicable laws (including the City's sign ordinance as may be amended from time to time), Lessee, at its sole costs and expense, shall be allowed to affix its logos on the Solar Canopy at the locations mutually agreed upon by the Parties, provided that such signage is consistent with the Pier aesthetics and messaging.

• **EDUCATIONAL SIGNAGE:** Subject to applicable laws (including the City's sign ordinance as may be amended from time to time), Lessee, at its sole costs and expense, shall provide educational (i.e., informational) signage; provided that such signage is consistent with the Pier aesthetics and messaging. The maintenance of this signage shall be the sole responsibility of Lessee.

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

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

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Duke Energy Florida, LLC, for the construction and maintenance of a solar canopy on a portion of the Pelican Parking Lot within the new St. Pete Pier™ for a term of ten (10) years with an annual rent of $12,000, and 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 Duke Energy Florida, LLC that will be discussed at the May 17, 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
DUKE ENERGY FLORIDA, LLC
City as Owner/Lessor L-6300

THIS LEASE AGREEMENT ("Lease"), made and entered into this __________ day of __________, 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 DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, ("Lessee"), whose post office address is First Avenue North, St. Petersburg, Florida 33701, (collectively "Parties").

WITNESSETH:

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

WHEREAS, the City desires to include sustainable renewable energy components within the Pier; and

WHEREAS, the Lessee has proposed constructing a Solar Canopy, as defined herein, on a portion of the Pelican Parking Lot, as defined herein, as approved by the City ("Premises"), 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 construct the Solar Canopy in conjunction with the construction of the Pier; and

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

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

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

1. 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. "Effective Date" shall be the date the Mayor or his designee has executed this Lease.

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

2.4. "Operating Period" means the period commencing at 12:01 a.m. on the opening day of the Pier and continuing throughout the Term.

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

2.6. "Pelican Parking Lot" means the area within the Pier designed as the Pelican Parking Lot which is depicted in Exhibit "B".

2.7. "Solar Canopy" means all matter of any kind owned, installed, or placed on the Premises by Lessee, including but not limited to the below ground supporting infrastructure and equipment, the above ground supporting structure and equipment, and solar panels related to the construction and maintenance the Solar Canopy.

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 non-exclusive, undivided interest in the Premises for the sole purpose of constructing and maintaining the Solar Canopy, subject to the terms, provisions, conditions, and limitations set forth in this Lease.

5. TERM, RENEWAL OPTIONS:

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

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

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

6. LESSEE’S PRE-OPENING PERIOD OBLIGATIONS:

6.1. Lessee’s Pre-Opening Period Obligations: During the Pre-Opening Period, Lessee shall, at its own costs and expense, design, permit, and construct the Solar Canopy on the Premises, which shall produce between 400 kW and 650 kW of solar energy. Lessee shall, at its own costs and expense, provide lighting mounted to the Solar Canopy that is sufficient to provide illumination of the parking spaces below, and that is consistent with the footcandle levels, aesthetics, and quality of lighting at other parking lots located within the Pier. Lessee shall design and construct the Solar Canopy in accordance with applicable Laws, as defined herein, and Lessee’s technical specifications; and ensure consistency with the aesthetics of the Pier. Lessee shall use its best efforts to design the Solar Canopy so that technologies and products including but not limited to charging stations and energy storage can be incorporated at a future date.

6.2. Lessee shall coordinate the design and construction of the Solar Canopy with the City’s contractor constructing the Pier, Skanska USA Building, Inc. (“Skanska”), the design teams providing services related to the Pier, and any other entity or contractor performing work at the Pier. Lessee has provided the City with a duration schedule and such schedule will be incorporated into Skanska’s construction schedule for the Pier. Lessee shall work within the constraints of Skanska’s schedule for construction of the Pelican Parking Lot. Until commencement of the Operating Period, Lessee shall include Skanska USA Building, Inc. as an additional insured on all insurance required to be obtained and maintained by Lessee and its contractor(s) pursuant to this Lease. Lessee acknowledges that if any re-work and/or redesign of the City’s plans for the Premises are needed due to the Solar Canopy, the City will provide Lessee an estimate of the fees and costs for such re-work and/or redesign. Lessee shall notify the City within forty-eight hours after receipt of such estimate that it either (i) approves such fees and costs or (ii) plans to consider other design options so that no re-work and/or redesign of the City’s plans for the Premises is necessary.

7. CITY’S PRE-OPENING PERIOD OBLIGATIONS:

7.1. The City shall have the right to review, provide comments, and approve the design and location of the Solar Canopy at the preliminary layout design phase, thirty percent (30%) design phase, and ninety percent (90%) design phase. The City will provide comments during the above referenced design phases within five (5) business days after being presented with such design.

7.2. The City shall provide Lessee with Skanska’s schedule for construction and all changes to such schedule.

7.3. The City shall, at its own expense, construct the Pelican Parking Lot (including the parking spaces) and install any landscaping.
8. **RENT AND ADDITIONAL RENT:**

8.1. Commencing on the first day of the Operating Period and continuing until the end of the Term, the Lessee shall pay the City Twelve Thousand Dollars ($12,000.00) annually ("Rent"), together with all applicable taxes. Lessee shall pay Rent within thirty (30) days after commencement of the Operating Period and each year thereafter on or before the anniversary date of the Operating Period. In the event that this Lease is not in effect for any entire year, Rent shall be adjusted on a pro rata basis to reflect the number of months this Lease was in effect.

8.2. 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, 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.

9. **USE OF PREMISES:** Lessee shall have non-exclusive use of the Premises to construct and maintain the Solar Canopy, and for no other purpose, subject to and in compliance with all other provisions of this Lease, including but not limited to applicable Laws ("Permitted Use"). Notwithstanding the Permitted Use, the City shall maintain all other rights regarding the Premises.

10. **OWNERSHIP:** The City owns the Premises and shall maintain ownership and control of the Premises throughout the Term. Lessee shall own the Solar Canopy as personal property. The Solar Canopy shall not be considered an addition to or part of to the real property of the City, and shall only be considered temporary personal property owned entirely by Lessee.

11. **EDUCATIONAL SEMI ANNUAL MEETING:** Lessee agrees to meet with the City, the Manager, and Tampa Bay Watch, Inc., the tenant of the Education Center located within the Pier, not less than twice annually to discuss education opportunities at the Pier at the dates and times established by the City.

12. **ENERGY GENERATED, RENEWABLE ENERGY CREDITS:**

12.1. Lessee shall own and control any energy produced by the Solar Canopy, was well as any rights associated with such energy. The energy generated by the Solar Canopy will be grid tied.

12.2. The Lessee shall retain any solar renewable energy credits associated with its interest in the Solar Canopy; provided, however, the City shall be entitled to any legal or monetary benefits associated with the Solar Canopy to the extent such benefits are specifically tied to the real property.
12.3. Notwithstanding Paragraph 12.2, Lessee shall have the rights to any benefits that may only be claimed as offsets to fees and taxes paid by Lessee as set forth in Paragraph 13.

13. **UTILITIES:** If Lessee needs any utilities associated with its use of the Premises or the Solar Canopy, Lessee shall be responsible for the costs for any such utilities.

14. **FEES AND TAXES:** All taxes and fees levied by any governmental body upon the Premises or the Solar Canopy, including but not be limited to real property tax, personal property tax, and storm water fees, shall be paid by Lessee and the Lessee shall deliver to the City the appropriate receipts which demonstrate payment thereof.

15. **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.

16. **LESSEE MAINTENANCE OBLIGATIONS:** Except as set forth in paragraph 17, Lessee shall, at its cost and expense, keep and maintain the Premises and the Solar Canopy in a clean, orderly, and safe condition in accordance with this Lease and applicable Laws, and shall not permit any debris or litter to accumulate in or around the Premises resulting from the use of the Premises. Lessee shall have the duty to warn all persons of any dangerous condition thereon known to Lessee.

17. **CITY MAINTENANCE OBLIGATIONS:** Commencing on the first day of the Operating Period and continuing until the end of the Term, the City will maintain the Pelican Parking Lot and all landscaping thereon.

18. **SIGNAGE:**

18.1. **Lessee Branded Signage:** Subject to applicable Laws including but not limited to the City’s sign ordinance as may be amended from time to time, Lessee at its sole costs and expense shall be allowed to affix its logos on the Solar Canopy at the locations mutually agreed upon by the Parties, provided that such signage is consistent with the Pier aesthetics and messaging. The maintenance of this signage be the sole responsibility of the Lessee.

18.2. **Educational Signage:** Subject to applicable Laws including but not limited to the City’s sign ordinance as may be amended from time to time, Lessee at its sole costs and expense shall provide educational (i.e., informational) signage; provided that such signage is consistent with the Pier aesthetics and messaging. The maintenance of this signage be the sole responsibility of the Lessee.

19. **MARKETING, ADVERTISING, AND PROMOTION OF PIER AND LESSEE’S BUSINESS:** Lessee acknowledges that there will be marketing, advertising, and promotion guidelines for the Pier. Once established, the marketing, advertising, and promotion guidelines (the "Guidelines") shall be attached to this Lease as Exhibit "C". Lessee shall comply with the Guidelines when marketing, advertising, and promoting its business at the Pier. The City shall market, advertise, and promote the entire Pier, which marketing, advertising, and promotions
may include a list of businesses, attractions, and events at the Pier. 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. Nothing herein shall be construed to prevent Lessee from marketing, advertising, and/or promoting the collaboration with the City related to the Solar Canopy or benefits related to the project (e.g. sustainability, clean energy).

20. **USE OF PIER LOGO.** Lessee shall obtain City’s prior written consent before utilizing any Pier logo for any purpose. 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.

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.

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. **RETURN OF PREMISES:** Upon expiration or earlier termination of this Lease. Lessee shall remove the Solar Canopy and its goods and effects, repair any damage caused by Lessee’s use of the Premises and removal of the Solar Canopy, and surrender and deliver up the Premises, clean and in good order, condition and repair, less ordinary wear and tear. If Lessee fails to make such repairs, City may make the repairs and charge Lessee for its costs. Any portion of the Solar Canopy not removed within thirty (30) days after the expiration of this Lease or its earlier termination shall be deemed to have been abandoned by Lessee, and may be retained or disposed of by City, in its sole discretion, and City may charge Lessee for its costs for said disposal.

24. **OWNERSHIP OF IMPROVEMENTS:** With the exception of the Solar Canopy, any and all improvements 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.

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

26.1. **By City:** As of the Effective Date, the City is unaware of any violations of any environmental Laws on the Premises.

26.2. **By Lessee:** Lessee represents that Lessee will not transport, use, store, maintain, generate, manufacture, handle, dispose, release, or discharge any Hazardous Material in or upon the Premises. For purposes of this paragraph, "Hazardous Material" means without limitation, any (i) substance, chemical, material or waste now or in the future included within the definitions of "hazardous substance," "hazardous material," "toxic substance," "toxic pollutant," "contaminant," "pollutant" or "solid waste" within the meaning of or regulated or addressed under any environmental Laws; (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 biphenyls; (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 Laws.

27. **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.

28. **REPLACEMENT PREMISES:** The City is under no obligation to locate or provide a replacement premises 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.

29. **DESTRUCTION OF PREMISES:** 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. **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.

31. **CONDEMNATION:** If 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.

32. **IMPROVEMENTS TO PREMISES:** Except for Solar Canopy, Lessee shall not make or permit to be made any alterations, additions, improvements, or changes in the Premises without, in each case, first obtaining the written approval of the City in accordance with this Lease. In the event the City approves of any such alterations, additions, improvements, or changes, Lessee shall obtain all required permits for such at its sole costs and expense.

33. **INDEMNIFICATION:**

33.1. 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 reasonable 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:

33.1.1. The ownership, occupancy or use of the Premises by the City and/or Lessee;

33.1.2. 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;

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

33.1.4. 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

33.1.5. Any reckless or intentional wrongful act or omission of the Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers.
33.2. **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.

33.3. **Limitations.** Lessee’s obligations pursuant to this Paragraph 33 shall not apply to the Claims arising from the City’s sole negligence.

34. **DISCLAIMERS:**

34.1. **Risk of Loss:** Lessee shall store its property including the Solar Canopy and shall occupy the Premises at its own risk.

34.2. **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.

34.3. **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.

35. **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.

36. **INSURANCE:**

36.1. 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 be 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:

36.1.1. **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 against all claims or demands that may arise or be claimed on account of Lessee’s use of the Premises.

36.1.2. **Automobile Liability:** 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.

36.1.3. **Worker’s Compensation:** Workers’ Compensation Insurance in compliance with the laws of the State of Florida.
36.1.4. 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.

36.1.5. Personal Property: Any insurance coverage Lessee may desire on its contents on the Premises.

36.2. Lessee shall provide City with Certificates of Insurance on a standard ACORD form (or letters of self-insurance) reflecting all coverages prior to commencing operations and at each subsequent policy renewal.

36.3. All policies, with the exception of Workers Compensation, shall include the City of St. Petersburg 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 except for a minimum of thirty (30) days prior written notice to the City at the address set forth in Paragraph 43 of this Lease.

36.4. 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 ninety (90) days' notice to Lessee's Insurance Risk Management Department. Failure of the Lessee to comply with any changes or increases within ninety (90) days of Lessee's Insurance Risk Management's 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.

36.5. If the Lessee fails to furnish certificates (or letters of self-insurance) showing policies as provided in this Lease, the City may, after written notice to the Lessee and failure of the Lessee to provide the certificate within ten (10) days after such notice, obtain the insurance, and the premiums paid by City for that insurance shall be deemed immediately due and payable to the City by the Lessee. Any such payment shall be considered Additional Rent.

36.6. Any permitted sublessee under this Lease or other persons contracting with the Lessee shall maintain the following minimum insurance coverages and limits:

36.6.1. 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 against all claims or demands...
that may arise or be claimed on account of the sublessee's or contractor's use of the Premises.

36.6.2. 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.

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

36.6.4. 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.

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

36.6.6. All of the sublessee's or contractor's policies, with the exception of Workers Compensation, shall include the City of St. Petersburg and the Lessee as an "Additional Insured" under the policy, provide contractual liability coverage, 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 43 of this Lease.

37. LIENS:

37.1. 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.

37.2. 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 destruction 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.

37.3. 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).
37.4. City may, at its absolute discretion, record a notice related to this paragraph in the public record.

38. DEFAULT:

38.1. Default by Lessee.

38.1.1. **Events of Default.** Subject to Lessee's right to notice and opportunity to cure specified in paragraph 38.2 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:

38.1.1.1. 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;

38.1.1.2. Lessee's failure to perform any covenant, promise or obligation contained in this Lease;

38.1.1.3. Lessee's failure to use the Premises as set forth in paragraph 9;

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

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

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

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

38.1.1.8. 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;

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

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

38.1.1.11. 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;

38.1.1.12. Lessee's default of paragraph 26.2 of this Lease.
38.2. **Remedies for Default; Right to Cure.**

38.2.1. **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.

38.2.2. **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.

38.3. **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:

38.3.1. Declare this Lease to be terminated, 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 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.

38.3.2. 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.

38.3.3. Lessee shall execute all documents reasonably requested by the City to provide verification of any termination.

38.4. **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. Notwithstanding any provision to the contrary contained herein, the Lessee's sole remedy for a default by the City shall be to terminate this Lease.

39. **ASSIGNMENT OR SUBLEASE:**

39.1. **Assignment**

39.1.1. **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 material 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.

39.1.2. **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 unless all liabilities under this Lease were part of the permitted assignment.

39.2. **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 material default of this Lease and cause for immediate termination.

40. **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.

41. **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.

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

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

**LESSEE**
Duke Energy Florida, LLC
Lease Administration
550 St. Tryon St., DEC22A
Charlotte, NC 28202

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

Refer to Real Estate & Property Management File No. L-6300 when making any inquiries to the City concerning this Lease.

44. **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.

45. **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.

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

47. **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.

48. **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.

49. **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.

50. **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.

51. **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.

52. **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.

53. **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.

54. **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.

55. **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.

56. **CITY CONSENT AND ACTION:**

56.1. 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.

56.2. 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.

57. **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.

58. **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.

59. **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.

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

61. **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).
IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their duly authorized representatives as of the date and year first above written.

WITNESSES: (as to Lessee)            LESSEE: Duke Energy Florida, LLC

__________________________________                      By: ______________________________
Witness Signature                      Date: ______________________________

____________________________________
Typed, Printed or Stamped Name

__________________________________
Witness Signature

____________________________________
Typed, Printed or Stamped Name

The foregoing instrument was acknowledged before me this _______ day of ____________________, 2018, by __________________________ of Duke Energy Florida, LLC, a Florida Limited Liability Company, d/b/a Duke Energy. He personally appeared before me at the time of notarization, and is personally known to me.

NOTARY

SEAL

_________________________________________________
Print Name:
Notary Public
Serial Number:
My Commission Expires:
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

(REviewed:

Bruce E. Crimes, 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

Legal: 00374513

L-6300 Duke Solar at the Pier
EXHIBIT "A"
Illustration of Pier
EXHIBIT "C"

Marketing, Advertising, and Promotion of Pier and Lessee's Business Guidelines
Resolution No. 2018 - 

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH DUKE ENERGY FLORIDA, LLC FOR THE CONSTRUCTION AND MAINTENANCE OF A SOLAR CANOPY ON A PORTION OF THE PELICAN PARKING LOT WITHIN THE NEW ST. PETE PIER™ FOR A TERM OF TEN (10) YEARS WITH AN ANNUAL RENT OF $12,000, AND 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") on the east end of Second Avenue N.E., St. Petersburg; and

WHEREAS, the City desires to include sustainable renewable energy components within The Pier; and

WHEREAS, Duke Energy Florida, LLC ("Lessee") has proposed constructing and maintaining a solar canopy on a portion of the Pelican Parking Lot approved by the City within The Pier ("Premises") at Lessee's sole cost and expense; and

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

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a Lease Agreement with Duke Energy Florida, LLC, for the construction and maintenance of a solar canopy on a portion of the Pelican Parking Lot within the new St. Pete Pier™ for a term of ten (10) years with an annual rent of $12,000, and 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:

[Signature]
City Attorney (Designee)
Legal: 00374504

APPROVED BY:

[Signature]
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 a Temporary Construction Easement Agreement ("Agreement") with Eckerd College, Inc., a Florida not for profit corporation ("Eckerd"), to allow for the relocation of a temporary hydrostatic protection wall and installation of permanent landscaping on Eckerd’s property, and construction of a stormwater berm and affiliated facilities at the City's Southwest Water Reclamation Facility.

EXPLANATION: The City of St. Petersburg ("City") is currently constructing improvements to the stormwater retention and conveyance system ("Project") within the City owned Southwest Water Reclamation Facility located at 3800 54th Avenue South, St. Petersburg ("City Property"). As part of the Project the City will relocate a temporary hydrostatic protection wall ("Wall") from the City Property onto Eckerd's property generally located at 4200 54th Avenue South and adjacent to the City Property ("Eckerd's Property"). Additionally, the City will install landscaping as a visual buffer on Eckerd’s Property consistent with the development approval granted by the City of St. Petersburg Development and Review Committee on September 2, 2015 ("DRC Approval") and construct a berm and stormwater improvements on the City Property.

The Project will be designed and constructed by the City on the City's Property, with the exception of the temporary relocation of the Wall and landscaping which will be located on Eckerd’s Property, at the City’s sole cost and expense. The Wall will be removed upon completion of the Project. The Project will be constructed along the southern boundary and portions of the eastern and western boundaries of the City Property, with the City requiring a TCE of forty feet (40') in width located along the southern boundary of the City Property for a distance of approximately 541 feet (541') from the eastern boundary of the City's property to facilitate the landscape installation and twenty feet (20') in width located along the remainder of the southern, eastern and western boundaries of the City’s property, as depicted in the Agreement.

Typically a temporary construction easement ("TCE") does not require City Council approval. However, in this particular TCE the City has agreed to indemnify and hold harmless Eckerd, its trustees, officers, employees, and agents from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses, to also include reasonable attorney's fees and costs arising from same, for any injury, death, and/or any other damage to any person or property, to include the Property, which results from the negligence, gross negligence, reckless, fraudulent, willful, wanton, or intentional acts and/or omissions of the City, or any of the City’s employees, agents, contractors, or sub-contractors, provided however, that the City’s liability is subject to the monetary limitations and defenses imposed by Section 768.28, F.S.

Additionally, this TCE provides that to satisfy a condition of the DRC Approval the City will be installing landscaping on a portion of Eckerd's Property at the City's sole expense.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Temporary Construction Easement Agreement with Eckerd College, Inc., a Florida not for profit corporation, to allow for the relocation of a temporary hydrostatic protection wall and installation of permanent landscaping on Eckerd College, Inc.'s property, and construction of a stormwater berm and affiliated facilities at the City's Southwest Water Reclamation Facility; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding to complete the stormwater construction activities was approved by City Council on March 1st, 2018, as part of the Fifth Amendment to the Haskell Contract.

ATTACHMENTS: Temporary Construction Easement Agreement with Attachments and Resolution

APPROVALS:
WHEREAS, the City of St. Petersburg ("City") is currently constructing improvements to the stormwater retention and conveyance system ("Project") within the Southwest Water Reclamation Facility located at 3800 54th Avenue South, St. Petersburg ("City Property"); and

WHEREAS, as part of the Project the City will relocate a temporary hydrostatic protection wall ("Wall") from the City Property onto Eckerd College, Inc.'s ("Eckerd") property generally located at 4200 54th Avenue South and adjacent to the City Property ("Eckerd's Property") and install landscaping as a visual buffer on Eckerd’s Property consistent with the development approval granted by the City of St. Petersburg Development and Review Committee on September 2, 2015; and

WHEREAS, the City will construct a berm and stormwater improvements on the City Property; and

WHEREAS, the Project will be designed and constructed by the City on the City's Property, with the exception of the Wall and landscaping which will be located on Eckerd’s Property, at the City’s sole cost and expense; and

WHEREAS, the Project will be constructed along the southern boundary and portions of the eastern and western boundaries of the City Property; and

WHEREAS, the City requires a Temporary Construction Easement ("TCE") of forty feet (40') in width located along the southern boundary of the City Property for a distance of approximately 541 feet (541') from the eastern boundary of the City’s property to facilitate the landscape installation and twenty feet (20') in width located along the remainder of the southern, eastern and western boundaries to the western boundary of the City’s property, as depicted in the Agreement; and

WHEREAS, Eckerd and the City have agreed to execute a Temporary Construction Easement Agreement in which the City agrees to indemnify and hold harmless Eckerd, its trustees, officers, employees, and agents from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses, to also include reasonable attorney’s fees and costs arising from same, for any injury, death, and/or any other damage to any person or property, to include the Property, which results from the negligence, gross negligence, reckless, fraudulent, willful, wanton, or intentional acts and/or
omissions of the City, or any of the City's employees, agents, contractors, or sub-contractors, provided however, that the City's liability is subject to the monetary limitations and defenses imposed by Section 768.28, F.S.

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 Temporary Construction Easement Agreement with Eckerd College, Inc., a Florida not for profit corporation, to allow for the relocation of a temporary hydrostatic protection wall and installation of permanent landscaping on Eckerd's property, and construction of a stormwater berm and affiliated facilities at the City's Southwest Water Reclamation Facility, and 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 Agreement.

This Resolution shall become effective immediately upon its adoption.

LEGAL:  

APPROVED BY:

City Attorney (Designee)  
00375012

Brejesh Prayman, Director, SP, ENV  
Engineering & Capital Improvements
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") made this ___ day of __________, 2018, between the City of St. Petersburg, Florida, a Municipal Corporation ("City"), whose address is ____________________________, and Eckerd College, Inc., a Florida not for profit corporation, ("Eckerd"), whose address is 4200 54th Avenue South, St. Petersburg, Florida 33711 (collectively, "Parties").

WITNESSETH:

WHEREAS, Eckerd owns that certain parcel of land situated within Pinellas County, Florida as illustrated in Exhibit "A" ("Eckerd’s Property"), attached hereto and incorporated herein; and

WHEREAS, the City owns property adjacent to Eckerd’s Property which has been developed with a water reclamation facility owned and operated by the City as illustrated in Exhibit “B” (the “City’s Property”), attached hereto and incorporated herein; and

WHEREAS, the City has requested and Eckerd is willing to grant to the City a temporary construction easement on Eckerd’s Property and along the common boundary with the City’s Property to facilitate the relocation by the City of a temporary, removable hydrostatic protection wall (“Wall”) onto Eckerd’s Property, construction of a berm and stormwater improvements on the City’s Property and installation of landscaping as a visual buffer on Eckerd’s Property consistent with the development approval granted by the City of St. Petersburg Development and Review Committee on September 2, 2015, more specifically described in Exhibit “C” (the "Project"), attached hereto and incorporated herein, during the period of construction of the Project; and

WHEREAS, the Project will be designed by the City and constructed by the City on the City Property, with the exception of the Wall and landscaping which shall be located on Eckerd’s Property, at the City’s sole cost and expense; and

WHEREAS, the Project shall be constructed along the southern boundary and portions of the eastern and western boundaries of the City Property, with the City requiring a temporary construction easement of forty feet (40’) in width located along the southern boundary of the City Property for a distance of approximately 541 feet (541’) from the eastern boundary of the City’s property to facilitate the landscape installation and for a construction easement of twenty feet (20’) in width located along the remainder of the southern, eastern and western boundaries of the City’s property, as depicted in Exhibit “D” attached hereto and incorporated herein (“Easement Area”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, each to the other in hand given, the receipt and sufficiency of which are hereby acknowledged, and incorporating the Whereas clauses above as if fully stated herein, the Parties agree as follows:
1. Grant and Use of Easement. Eckerd grants to the City a non-exclusive temporary construction easement on, over and under the Easement Area as shown on Exhibit D, ("Temporary Easement") as follows:

   a. Eckerd hereby grants, bargains and conveys to the City and its contractors and agents and their assigns a temporary non-exclusive easement over and across the Easement Area, which is burdened for the purpose of providing the City with an area to facilitate the construction of the Project.

   b. The Temporary Easement is conveyed unto the City at no cost to the City.

   c. In consideration of said conveyance, the City shall at its own cost and expense build and complete the Project as set forth in Exhibit C and restore the Easement Area upon completion of the Project on or before the Completion Date, as hereinafter defined or otherwise as set forth herein to as good or better condition as existed immediately prior to construction of the Project.

   d. This Agreement shall expire upon the earlier of (i) completion of the Project as determined by the City, including the restoration of the Easement Area by the City, or (ii) the earlier termination or abandonment of the Project by the City (the "Completion Date"). If the City does abandon or terminate the Project, it shall still be responsible for the restoration of the Easement Area as described above.

   e. The City shall commence construction of the Project within thirty (30) days of execution of the Agreement, and make efforts to complete the Project on or before December 1, 2018.

2. Eckerd’s Reservation of Rights. Subject to the rights created herein, Eckerd expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations, or easements, any and all portions of the Easement Area and the Eckerd Property (in Eckerd’s sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted to the City.

3. City’s Covenants. City, for itself and its successors and assigns, covenants and agrees that it shall:

   a. not cause any lien to be filed against Eckerd’s Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area at the direction of the City and/or any contractors or subcontractors thereof. The City shall cause any such liens to be promptly released by such lienor or promptly bonded off by
transferring such lien (or liens) from the Easement Area to other security in an amount required by and in accordance with Section 713.24, Florida Statutes (as amended, superseded or replaced from time to time) and, in all events, in a manner sufficient to cause the Easement Area and the Eckerd Property to be promptly released from such lien (or liens).

b. promptly repair, at its own expense, all damage to any property, facilities or improvements of Eckerd located on the Easement Area and/or Eckerd Property, including underground cables, pipes and similar infrastructure, if such damage is caused by the exercise of the City’s rights, privileges, or obligations under this Agreement or by any agent or contractor of the City engaged for the purpose of constructing the Project.

4. Indemnity. The City shall, to the extent permitted by law, indemnify and hold harmless Eckerd, its trustees, officers, employees, and agents from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses, to also include reasonable attorney's fees and costs arising from same, for any injury, death, and/or any other damage to any person or property, to include the Property, which results from the negligence, gross negligence, reckless, fraudulent, willful, wanton, or intentional acts and/or omissions of the City, or any of the City’s employees, agents, contractors, or sub-contractors, provided however, that the City’s liability is subject to the monetary limitations and defenses imposed by Section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the City, nor shall anything herein be construed as consent by the City to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the extent provided by 768.28, F.S. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6. Eckerd’s Representations and Warranties. Eckerd hereby represents and warrants to the City as follows:

a. Eckerd is the owner in fee simple of the Property.

b. Eckerd has the right to convey the Temporary Easement.

c. The party signing this Agreement on behalf of Eckerd has the authority to bind Eckerd to this Agreement.

7. Miscellaneous.

a. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties hereto and be governed by and construed under the laws of the State of Florida.

b. Severability. If any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.
e. Counterparts. This Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

8. Notices. Any notices or other communications which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or if sent by overnight courier (e.g., Federal Express), or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective party at the addresses set forth above. Any notice delivered by overnight courier shall be deemed to have been duly given, delivered or made on the first day following the date the same is delivered to the overnight courier as established by the receipted bill of lading or similar document. Any notice which is given, delivered or made by any manner other than U.S. certified mail or by overnight courier shall be deemed to have been given, delivered or made upon actual receipt of same by the party to whom the same is to be given, delivered or made. Either party, or successors in title, may change the address to which notices are to be sent to such party, or successor in title, by written notice to the other party specifying said change of address.

9. Successors, Assigns. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below.

WITNESSES (as to Eckerd)  
Sign: __________________________  
Print: __________________________  
Sign: __________________________  
Print: __________________________  
Date: __________________________  
Eckerd College, Inc.  
By: __________________________  
Attest: __________________________
WITNESSES (as to City)

City of St. Petersburg, Florida

By: ____________________________

Print: __________________________

As its: _________________________

Sign: __________________________

Print: __________________________

Attest: _________________________
Chan Srinivasa, City Clerk

[Seal]

REVIEWED BY:

Bruce E. Grimes, Director
Real Estate & Property Management

APPROVED BY:

Brejesh Prayman, Director, SP, ENV
Engineering & Capital Improvements

Approved as to Content:

City Attorney (Designee)

By: ____________________________
Assistant City Attorney

Approved as to Form:

City Attorney (Designee)

By: ____________________________
Assistant City Attorney

Exhibits

Exhibit A – Eckerd’s Property
Exhibit B – City’s Property
Exhibit C – Project Description
Exhibit D – Easement Area
PROJECT DESCRIPTION

In order to facilitate the construction of the berm and stormwater improvements on the City’s property adjacent to Eckerd College, a temporary construction easement (TCE) shall be granted to the City by Eckerd to support the construction of the berm and stormwater improvements, including but not limited to clearing vegetation within the TCE, grading the ground within the TCE, temporarily relocating the existing fence between the properties to the outer boundary of the TCE and relocating the temporary hydrostatic wall from the City’s property to the TCE directly adjacent to and inside of the relocated fence. Once these activities have been completed, the TCE will be used for access to the City’s property to construct the berm and stormwater improvements. Upon completion of the berm and stormwater improvements, the TCE will be used to remove the hydrostatic wall, and relocate the fence back to the City’s property line. On the eastern side of the TCE, the vegetative buffer as shown in attachment 1 to this Exhibit “C” will be planted. The City’s obligation to return the easement area to as good or better condition as existed immediately prior to construction of the Project specifically does not require the City to provide replacement vegetation for any non-native species or prohibited trees, as those terms are referenced in Section 16.40.060.2.1.6 of the St. Petersburg City Code, that are removed during construction. Such species include but are not limited to Melaleuca and Brazilian Pepper that currently occupy the easement area. Upon completion of the installation of the landscaping, the City will assign all warranties for the installed landscaping to Eckerd College; and thereafter, the City will have no further maintenance obligation with regard to the landscaping or any replacement vegetation.
Landscape Buffer Plant Materials:
55 - Coccoloba Uvifera (Sea Grape), 6' - 8' Ht. x 4' Spr., 25 Gal. Min., Ftg, 10' OC
55 - Sabal Palmetto (Sabal Palm), 20' - 25' OA Ht., Regen, 12' - 15' Ct, Slick, 10' OC

SWWRF South Perimeter Landscape Plan
ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT
CITY OF ST PETERSBURG
Attachment 1 to Exhibit "C"
Date: 5/4/2018
DESCRIPTION: Temporary Construction Easement

Easement lying in the northeast quarter of fractional Section 10, Township 32 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

COMMENCE at the northeast corner of Lot 1, Block 1, ECKERD'S SUBDIVISION NO. 3, as recorded in Plat Book 111, Page 19, Public Records of Pinellas County, Florida; thence S00°07'39"W, 361.01 feet along the easterly boundary line of said Lot 1 to the POINT OF BEGINNING; thence S89°52'21"E, 20.00; thence S00°07'39"W, 140.00 feet parallel with the easterly boundary line of said Lot 1, Block 1; thence N89°52'21"W, 650.00 feet parallel with and 40.00 feet from southerly boundary of said Lot; thence N00°07'39"E, 20.00 feet; thence N89°52'21"W, 1024.00 feet parallel with and 20.00 feet from said southerly boundary line; thence N00°07'39"E, 245.00 feet parallel with and 20.00 feet from westerly boundary line of said Lot; thence S89°52'21"E, 20.00 feet to said westerly boundary line; thence S00°07'39"W, 225.00 feet along said westerly boundary line to said southerly boundary line; thence S89°52'21"E, 1634.00 feet to said easterly boundary line; thence N00°07'39"E, 100.00 feet along said easterly boundary line to the POINT OF BEGINNING.

Containing an area of 52,980 square feet, 1.22 acres more or less.

Surveyor's Notes:
1. Bearings are based on the easterly boundary line of Lot 1, Block 1 which bears S00°07'39"W per the plat of ECKERD'S SUBDIVISION NO. 3, recorded in Plat Book 111, Page 19.
2. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom from encumbrances.
3. This Description and Sketch was prepared without the benefit of an abstract of title or boundary survey and may be subject to easements, restrictions, rights-of-way and other matters of record.
4. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
5. Not valid without accompanying sheet.

Timothy R. Collins  Date
Professional Surveyor and Mapper  Florida Registration Number 6882

TEMPORARY CONSTRUCTION EASEMENT
SOUTHWEST WATER RECLAMATION FACILITY
PROJECT 18002—110

SECTION 10
TOWNSHIP 32 SOUTH
RANGE 16 EAST

DATE: APRIL 17, 2018
SHEET No. 1 OF 2
Surveyor's Notes:
1. Bearings are based on the easterly boundary line of Lot 1, Block 1 which bears S00°07'39"W per the plat of ECKERD'S SUBDIVISION NO. 3, recorded in Plat Book 111, Page 19.
2. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom from encumbrances.
3. This Description and Sketch was prepared without the benefit of an abstract of title or boundary survey and may be subject to easements, restrictions, rights-of-way and other matters of record.
4. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
5. Not valid without accompanying sheet.

See sheet 1 of 2 for Description, Signature and Seal.
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-A/UIW to the architect/engineering agreement between the City of St. Petersburg, Florida and ASRus, LLC. (A/E), dated July 27, 2016, for A/E to provide professional engineering services related to the 2018 Northeast Water Reclamation Facility and Southwest Water Reclamation Facility Injection Well Mechanical Integrity Testing Project in an amount not to exceed $173,340.00; and providing an effective date.

EXPLANATION: Florida Administrative Code (“FAC”) Chapter 62-528 governs the construction, and operation for underground injection control. FAC 62-528 also provides requirements for cyclic certification of the mechanical integrity of injection wells and their monitoring requirements. All injection wells must, as part of the regulatory requirements, demonstrate internal and external Mechanical Integrity Testing (“MIT”) every five years per the requirements of Chapter 62-528. The two wells at the Albert Whitted Facility will be due May 2021 and the three wells at the Northwest Water Reclamation Facility will be due July 2019.

At this time the three injection well at the Northeast Water Reclamation Facility (“NEWRF”) and the five injection wells at the Southwest Water Reclamation Facility (“SWWRF”) require MIT to be performed no later than July 9, 2018 and July 2, 2018, respectively.

On July 27, 2016, the City of St. Petersburg, Florida (“City”) and ASRus, LLC (“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.16-02-A/UIW in the amount of $173,340.00 shall provide professional engineering services including but not limited to performing MIT on injection wells at the NEWRF and the SWWRF, compiling results of these tests and submitting to Florida Department of Environmental Protection (“FDEP”). The proposed MIT procedure is an FDEP approved process.

Task Order No.16-02-A/UIW includes the following phases and associated costs respectively:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical Integrity Test and Reporting</td>
<td>$153,340.00</td>
</tr>
<tr>
<td>Allowance</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>Consultant Total</td>
<td>$173,340.00</td>
</tr>
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</table>

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 16-02-A/UIW to the architect/engineering agreement between the City of St. Petersburg, Florida and ASRus, LLC. (A/E), dated July 27, 2016, for A/E to provide professional engineering services related to the 2018 Northeast Water Reclamation Facility and Southwest Water Reclamation Facility Injection Well Mechanical Integrity Testing Project in an amount not to exceed $173,340.00 and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Reclamation Administration Division (4202165).

ATTACHMENTS: Resolution
Task Order No. 16-02-A/UIW

APPROVALS: Administrative  Budget
This Task Order No. 16-02-A/UIW is made and entered into this _____ day of _____________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR UNDERGROUND INJECTION WELLS AND MONITORING WELLS SYSTEMS PROJECTS dated July 27, 2016 ("Agreement") between ASRus, LLC ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

This task order pertains to the mechanical integrity (MI) testing (MIT) of the City's Northeast Water Reclamation Facility (NEWRF) and Southwest Water Reclamation Facility (SWWRF) injection wells. The A/E and its subconsultant will perform the MITs, and prepare a summary report documenting the MI testing.

Class 1 municipal injection wells must demonstrate internal and external MI every five (5) years as specified in Chapter 62-528, Florida Administrative Code (FAC). The previous MI demonstration of the NEWRF injection well system was completed July 9 through 11, 2013. At IW-1, IW-2, and IW-3 at the SWWRF, the MI demonstration was most recently completed on July 1-2, 2013. Per the FDEP Operation Permit Reporting Requirements I.B.2. of each Operation Permit, the MITs must be completed according to the dates listed in the Table 1 below.

<table>
<thead>
<tr>
<th>NEWRF</th>
<th>SWWRF</th>
</tr>
</thead>
<tbody>
<tr>
<td>IW-1</td>
<td>IW-1</td>
</tr>
<tr>
<td>IW-2</td>
<td>IW-2</td>
</tr>
<tr>
<td>IW-3</td>
<td>IW-3</td>
</tr>
<tr>
<td>IW-4*</td>
<td>July 21, 2022</td>
</tr>
<tr>
<td>IW-6*</td>
<td>November 29, 2022</td>
</tr>
</tbody>
</table>

* Constructed in 2017 under a different permit

Testing and Reporting Requirements of each Operating Permit requires the City to submit a test plan for completion of MI testing to the FDEP for approval at least 6 months prior to the MIT due date. A test plan has been submitted and approved by the FDEP for both WRFs. Though MITs at IW-4 and IW-6 are due later than the other wells since they were recently constructed, they are included in this MIT testing period so that all of the SWWRF wells will be on the same 5 year testing schedule for future MITs.

The City has performed baseline MI testing using the Radioactive Tracer Survey (RTS) methodology in conjunction with packer pressure tests to prove the adequacy of the RTS...
methodology for internal MI demonstrations. The City has been working closely with the FDEP since 1989 to allow the continued use of the RTS methodology in lieu of packer testing for internal MI demonstrations. The RTS is the preferred method for the City due to the lower testing costs and less injection well downtime. At the November 9, 1995, Technical Assistance Committee (TAC) meeting, the FDEP was agreeable to the use of these methods for MI demonstrations and stated that the internal RTS methodology is a US Environmental Protection Agency (EPA) approved method for demonstration of internal MI. The project objective will be to obtain FDEP approval for utilizing the RTS methodology for both internal and external MI demonstrations, although there is no guarantee that FDEP will continue to support the sole use of the RTS methodology for the City. The City of St. Petersburg is the only approved Class I municipal injection well system in the state that is not required to use downhole inflatable packers to demonstrate internal MI. A similar testing program was approved by the FDEP and implemented for the previous MI demonstrations in 1998, 2003, 2008, and 2013 at the NEWRF and SEWRF injection well systems.

The scope of services provided under this task order is outlined in the following tasks:

II. SCOPE OF SERVICES

Task 1 — Implementation of MI Testing

This task includes implementation of the MI testing at the NEWRF and SWWRF injection wells. The MI testing includes background gamma logging, temperature logs, video survey, and internal and external Radioactive Tracer Survey (RTS) at IW-1, IW-2, and IW-3 at the NEWRF and IW-1, IW-2, IW-3, IW-4, and IW-6 at the SWWRF. One (1) pre-construction meeting shall be coordinated, conducted, and attended by the A/E. Services during construction and resident engineering services shall be provided by the A/E during the MIT’s at the NEWRF and SWWRF injection wells.

Task 2 — Summary Report

A/E shall prepare a report summarizing the work performed, analyzing the data and results, and making applicable recommendations. A single report shall be prepared documenting the MI testing activities from both the NEWRF and SWWRF MIT’s. The City shall receive one (1) draft report in PDF format, and up to three (3) final signed and sealed copies of the engineering report and associated geophysical logs for distribution to City staff. FDEP and will be provided with an electronic copy (in pdf format). The report will be signed and sealed by a professional geologist registered in Florida.

III. SCHEDULE

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

Table 2 shows the estimated project schedule to complete the Scope of Services.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MITs</td>
<td>By regulatory deadline (see Table 1)</td>
</tr>
<tr>
<td>Summary of Report Draft</td>
<td>30 days after MITs</td>
</tr>
<tr>
<td>Summary Report Final</td>
<td>10 days after City comments</td>
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</table>
IV. A/E'S RESPONSIBILITIES

The A/E will provide services outlined in Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

- City will provide review comments within 2 weeks of submittal of draft report.
- The City will provide access to well sites including fences, gates, culverts, or temporary roads necessary to provide access to the Subconsultant to complete the work. No site work is included in this Task Order.

VI. DELIVERABLES

Table 3 is a list of deliverable expected for this project.

<table>
<thead>
<tr>
<th>TABLE 3</th>
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<tbody>
<tr>
<td>DELIVERABLE NAME</td>
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<tr>
<td>Draft MIT Report</td>
</tr>
<tr>
<td>Final Report</td>
</tr>
</tbody>
</table>

VII. A/E'S COMPENSATION

For Tasks 1 and 2, the City shall compensate the A/E the not-to-exceed amount of $153,340.

This Task Order establishes an allowance in the amount of $20,000 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is $173,340, per Appendix A.

VIII. PROJECT TEAM

Prime Consultant - ASRus, LLC.
Subconsultant - Layne Christensen Company (Task 1)

IX. MISCELLANEOUS

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

ATTEST
By:  
Chandrahasa Srinivasa  
City Clerk  
(SEAL)

CITY OF ST. PETERSBURG, FLORIDA
By:  
Brejesh Prayman, P.E., ENV SP, Director Engineering & Capital Improvements

DATE: ____________________________

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

By:  
City Attorney (Designee)

ASRus, LLC
(Company Name)

By:  
Jailyn M'Neal, President  
(Printed Name and Title)

Date: 4/16/18

WITNESSES:

By:  
James P. Larkin  
(Printed Name)

By:  
Martin J. Clasen  
(Printed Name)
APPENDIX A
Work Task Breakdown
City of St. Petersburg
NEWRF and SWWRF Injection Well Mechanical Integrity Testing

I. Manpower Estimate: All Tasks

<table>
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<tr>
<th>Direct Labor Rates Classifications</th>
<th>Principal In Charge</th>
<th>Senior Professional</th>
<th>Staff Scientist</th>
<th>Graphics Designer</th>
<th>Senior Clerical</th>
<th>Total Hours</th>
<th>Labor Cost</th>
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<td>2016 Labor Rate</td>
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<td>$75.00</td>
<td>$75.00</td>
<td>$55.00</td>
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<tr>
<td>TASK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Implementation of MI Testing</td>
<td>54</td>
<td>100</td>
<td>20</td>
<td>0</td>
<td>3</td>
<td>177</td>
<td>$24,075.00</td>
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<tr>
<td>2 Summary Report</td>
<td>40</td>
<td>60</td>
<td>8</td>
<td>6</td>
<td>4</td>
<td>118</td>
<td>$15,970.00</td>
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<tr>
<td>Totals</td>
<td>94</td>
<td>160</td>
<td>28</td>
<td>6</td>
<td>7</td>
<td>295</td>
<td>$40,045.00</td>
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II. Fee Calculation

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<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services¹</th>
<th>Total Cost Without Allowance</th>
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<tbody>
<tr>
<td>1</td>
<td>$24,075.00</td>
<td>$0.00</td>
<td>$107,900.00</td>
<td>$5,395.00</td>
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<td>2</td>
<td>$15,970.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$15,970.00</td>
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<tr>
<td>Total</td>
<td>$40,045.00</td>
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<td>$107,900.00</td>
<td>$5,395.00</td>
<td>$153,340.00</td>
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</table>

III. Fee Limit

<table>
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<tr>
<th>Time &amp; Material</th>
<th>$153,340.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowance²</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$173,340.00</td>
</tr>
</tbody>
</table>

IV. Notes:

1. Includes 5 percent markup of SUBCONSULTANT (per A/E agreement).
2. Allowance to be used only upon City's written authorization.
2018 SWWRF MIT Underground IW & Monitoring Wells System
RESOLUTION NO. 2018-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-02-A/UIW TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ASRus, LLC. (A/E), DATED JULY 27, 2016, FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE 2018 NORTHEAST WATER RECLAMATION FACILITY AND SOUTHWEST WATER RECLAMATION FACILITY INJECTION WELL MECHANICAL INTEGRITY TESTING PROJECT IN AN AMOUNT NOT TO EXCEED $173,340; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and ASRus, LLC. (“A/E”) entered into an architect/engineering agreement on July 26, 2016, for A/E to provide miscellaneous professional services for Underground Injection Wells & Monitoring System Projects; and

WHEREAS, Administration desires to issue Task Order No 16-02-A/UIW in the amount not to exceed $173,340 for A/E to provide an implementation of mechanical integrity testing and summary report for the 2018 Northeast Water Reclamation Facility and Southwest Water Reclamation Facility Injection Well Mechanical Integrity Testing 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-A/UIW to the architect/engineering agreement between the City of St. Petersburg, Florida and ASRus, LLC. (A/E), dated July 27, 2016, for A/E to provide professional engineering services related to the 2018 Northeast Water Reclamation Facility and Southwest Water Reclamation Facility Injection Well Mechanical Integrity Testing Project in an amount not to exceed $173,340.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)
00375396

Approved by:

[Signature]
John P. Palenchar, P.E.
Director, Water Resources
TO: Members of City Council

DATE: May 9, 2018

COUNCIL DATE: May 17, 2018

RE: Potential Runway Improvements at the Albert Whitted Airport

____________________________

ACTION DESIRED:

Respectfully requesting a referral to the Public Services & Infrastructure Committee for a report on the potential improvements to Runway 7-25 at the Albert Whitted Airport, as well as the economic impact of proposed improvements.

Steve Kornell, Council Vice Chair
District 5
During the April 5, 2018 City Council meeting, City Council took no action on the original request. Due to my absence, I respectfully request reconsideration of this item.

ACTION DESIRED:

Respectfully request to refer to the Housing, Land Use, and Transportation Committee a discussion to establish a dedicated local funding source for affordable housing development.

BACKGROUND:

According to the Shimberg Center for Housing Studies, 35% of households in St. Petersburg – including 45% of the elderly – spent over 30% of their income on housing in 2016 meaning a whopping third of the city is currently cost-burdened by housing expenses. 16% of all households spent over half off their total income on housing.

From the Committee of the Whole held on March 22nd, we also learned that over 2,500 new affordable units would need to be built by 2040 to accommodate the projected increase in low-income renter and homeowner households (80% AMI or less). This figure does not include the 16,720 individuals currently on the waiting list for Section 8 Housing Choice Vouchers and Public Housing Assistance.

RATIONALE:

The City of St. Petersburg has an exigent need for large-scale affordable housing development, and Council should consider a variety of options for local dedicated funding to support production including but not limited to a Revolving Loan Fund, appropriations from the General Fund, and development impact fees (aka “Linkage Fees”).

Darden Rice, Council Member
District. 4
RESOLUTION NO. ___  

A RESOLUTION OF THE CITY COUNCIL APPROVING THE RECOMMENDATION OF THE BUDGET, FINANCE AND TAXATION COMMITTEE TO REMOVE THE YOUTH SPORTS FIELD AT THURGOOD MARSHALL MIDDLE SCHOOL PROJECT FROM THE WEEKI WACHEE PROJECT LIST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council adopted Article IV, Chapter 21, which created procedures and criteria for the use of principal and investment proceeds from the sale of the Weeki Wachee property; and

WHEREAS, Section 21-120(a), City Code, requires a recommendation in writing to City Council and referral to and recommendation from the Budget, Finance and Taxation Committee to remove a project from the Weeki Wachee project list; and

WHEREAS, a City Council member recommended in writing that the City remove the Youth Sports Field at Thurgood Marshall Middle School Project from the Weeki Wachee Project List and the Budget, Finance and Taxation Committee recommends that the Youth Sports Field at Thurgood Marshall Middle School Project is removed from the Weeki Wachee project list.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the recommendation of the Budget, Finance and Taxation Committee to remove the Youth Sports Field at Thurgood Marshall Middle School Project from the Weeki Wachee project list is hereby approved.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

_____________________________   
City Attorney (designee)  
00376000
J-1
ST. PETERSBURG CITY COUNCIL

MEETING OF: May 17, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1589

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

LCA: 1589
NUMBER OF STRUCTURES: 37
ASSESSABLE AMOUNT: $7,744.13

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

COST/FUNDING/ASSESSMENT INFORMATION: The total assessable amount of $7,744.13 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:______________________________

COUNCIL ACTION:____________________

FOLLOW-UP:_________________________ AGENDA NO.____________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>PARCEL ID</th>
<th>LEGAL DESCRIPTION</th>
<th>PROPERTY ADDRESS</th>
<th>ORIGINAL ASSESSMENT</th>
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<tr>
<td>LCA 1589 78611</td>
<td>MARKS, MARGARET J</td>
<td>06 32 17 03798 016 0170</td>
<td>BAYOU BONITA PARK BRK 16, E 1/2 OF LOT 17 &amp; E 1/2 OF LOT 18</td>
<td>342 46TH AVE S</td>
<td>344.74</td>
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<tr>
<td></td>
<td>439 22ND AVE SE</td>
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<td></td>
<td>SAINT PETERSBURG</td>
<td>FL 337054526</td>
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<tr>
<td>LCA 1589 78612</td>
<td>MARKS, MARGARET J</td>
<td>06 32 17 03798 016 0190</td>
<td>BAYOU BONITA PARK BRK 16, LOT 19</td>
<td>320 46TH AVE S</td>
<td>344.74</td>
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<tr>
<td>LCA 1589 78613</td>
<td>MARKS, MARGARET J</td>
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<td></td>
<td>439 22ND AVE SE</td>
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<tr>
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<td>ETHRIDGE, CEDRIC K</td>
<td>34 31 16 05526 006 0110</td>
<td>BAYVIEW TERRACE, ROY SCOTTS BRK 6, LOTS 11 AND 12</td>
<td>2741 37TH ST S</td>
<td>184.38</td>
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<tr>
<td></td>
<td>4772 FENBROOK DR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>STONE MOUNTAIN</td>
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<tr>
<td>LCA 1589 78615</td>
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<td>13 31 16 11196 001 0180</td>
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<td>3 YOUNGS CT N</td>
<td>184.38</td>
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<tr>
<td></td>
<td>3 YOUNGS CT N</td>
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<td>LCA 1589 78616</td>
<td>RICH PROPERTIES LLC</td>
<td>14 31 16 15174 003 0150</td>
<td>CHEVY CHASE BRK 3, LOT 15</td>
<td>2430 6TH AVE N</td>
<td>184.38</td>
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<tr>
<td></td>
<td>4376 LAIRD CIR</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>SANTA CLARA</td>
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<tr>
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<td>GREAT ABACO LLC</td>
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<td>CHILDS PARK BRK 1, LOT 6 LESS N 5FT FOR RD</td>
<td>3454 18TH AVE S</td>
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<td>301 THELMA DR UNIT 501</td>
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<td>CASPER</td>
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<td>646 34TH AVE S</td>
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<td>CHILD'S PARK</td>
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<td>SAINT PETERSBURG</td>
<td>FL 337053731</td>
<td>BLK 8, S 90FT OF N 180FT OF LOT 3</td>
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**TOTAL NUMBER OF ASSESSMENTS:** 37

**TOTAL ASSESSMENT AMOUNT:** 7,744.13
## LOT CLEARING NUMBER 1589
### COST / FUNDING / ASSESSMENT INFORMATION

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A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1589 ("LCA 1589") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1589 ("LCA 1589") have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

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

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

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No. 1589 ("LCA 1589") as liens against the respective real property on which the costs were incurred and that pursuant to Section 16.40.060.4.4 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
00373918
J-2
CONFIRMING PRELIMINARY ASSESSMENT FOR BUILDING SECURING NUMBER SEC 1235

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

SEC: 1235
NUMBER OF STRUCTURES 9
ASSESSABLE AMOUNT: $1,489.70

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

COST/FUNDING/ASSESSMENT INFORMATION: The total assessable amount of $1,489.70 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________
COUNCIL ACTION: ________________

FOLLOW-UP: ________________________ AGENDA NO. __________
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<td>BATON ROUGE</td>
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## BUILDING SECURING NUMBER SEC 1235

### COST/FUNDING/ASSESSMENT INFORMATION

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<tr>
<th>CATEGORY</th>
<th>AMOUNT TO BE ASSESSED</th>
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<tr>
<td>SECURING COST</td>
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<td>MATERIAL COST</td>
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<td>ADMIN. FEE</td>
<td>$ 405.00</td>
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<td>TOTAL:</td>
<td>$ 1,489.70</td>
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A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1235 ("SEC 1235") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so secured are listed on Securing Building No. 1235 ("SEC 1235"); and

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

WHEREAS, the City Council has held a public hearing on May 17, 2018, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1235 ("SEC 1235") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee) 00373925
Confirming Preliminary Assessment for
Building Demolition Number DMO 461

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

DMO: 461
NUMBER OF STRUCTURES: 8
ASSESSABLE AMOUNT: $78,353.91

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $78,353.91 will be fully assessable
to the property owners.

ATTACHMENTS:

MAYOR: __________________________
COUNCIL ACTION: __________________
FOLLOW-UP: __________________________   AGENDA NO.__________
<table>
<thead>
<tr>
<th>ASSESSMENT NUMBER</th>
<th>OWNER NAME</th>
<th>PARCEL ID</th>
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<tr>
<td>DMO 0461 03297</td>
<td>EYNUM, DWHIT</td>
<td>23 31 16 17298 001 0120</td>
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<tr>
<td></td>
<td>SAINT PETERSBURG FL 337121257</td>
<td>COLONIAL ANNEX</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BLK A, LOTS 12 &amp; 13 LESS</td>
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<tr>
<td></td>
<td></td>
<td>THAT PT OF LOT 13 FOR RD</td>
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<tr>
<td></td>
<td></td>
<td>R/W DESC BEG NW COR OF LOT</td>
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<tr>
<td>DMO 0461 03298</td>
<td>JUST US CAPITAL LLC</td>
<td>14 31 16 28152 014 0060</td>
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<td></td>
<td>360 CENTRAL AVE STE 800</td>
<td>FLORAL VILLA ESTATES</td>
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<td>BLK 14, LOT 6</td>
</tr>
<tr>
<td>DMO 0461 03299</td>
<td>WILLIAMS, BRUCE C</td>
<td>25 31 16 35442 003 0170</td>
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<td></td>
<td>2053 WINCHESTER BLVD</td>
<td>HANCOCK'S SUB</td>
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<td></td>
<td>CAMPBELL CA 950083419</td>
<td>BLK 3, LOT 17 &amp; S 13FT OF</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LOT 18 AND Adj VAC 20FT ON</td>
</tr>
<tr>
<td></td>
<td></td>
<td>W</td>
</tr>
<tr>
<td>DMO 0461 03300</td>
<td>ALLUMS, BRUCE</td>
<td>23 31 16 38628 006 0030</td>
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<tr>
<td></td>
<td>600 24TH ST S</td>
<td>HIGHLAND CREST</td>
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<td>BLK 6, LOTS 3 THRU 7 &amp;</td>
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<td>LOTS 9 THRU 14</td>
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<td>DMO 0461 03301</td>
<td>BENJAMIN-ANDERSON, CALVESTER</td>
<td>25 31 16 40734 001 0040</td>
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<td>1113 NEWTON AVE S</td>
<td>HOLLYWOOD ADD. REV MAP OF</td>
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<td>SAINT PETERSBURG FL 337052438</td>
<td>BLK 1, LOT 4</td>
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<tr>
<td>DMO 0461 03302</td>
<td>GRAVES, WILLIE B EST</td>
<td>25 31 16 64224 000 0030</td>
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<td></td>
<td>1320 9TH AVE S</td>
<td>ORANGE HEIGHTS NO. 2</td>
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<td>SAINT PETERSBURG FL 337051944</td>
<td>LOTS 3 AND 4</td>
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<tr>
<td>DMO 0461 03303</td>
<td>FIRST CARTHAGE GROUP LLC</td>
<td>28 31 16 75006 000 0160</td>
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<tr>
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<td>909 E CAYUGA ST</td>
<td>RIDGECAY</td>
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<td>TAMPA FL 336034128</td>
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ORIGINAL ASSESSMENT

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1,057.46

10,210.26

550.83

460.61

21,759.30

15,263.88
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<th>ASSESSMENT NUMBER</th>
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<th>PARCEL ID /LEGAL DESCRIPTION</th>
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<td>3058 20TH AVE S</td>
<td>TANGERINE HIGHLANDS</td>
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<td>SAINT PETERSBURG</td>
<td>BLK B, LOT 5</td>
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TOTAL NUMBER OF ASSESSMENTS: 8

TOTAL ASSESSMENT AMOUNT: 78,353.91
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<td>Administrative Fee</td>
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A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 461 ("DMO NO. 461") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so demolished are listed on Building Demolition No. 461 ("DMO No. 461"); and

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

WHEREAS, the City Council has held a public hearing on May 17, 2018, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 461 ("DMO No. 461") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00373915
MEMORANDUM
CITY OF ST. PETERSBURG

City Council Meeting of May 17, 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.

A first reading of the ordinance was held on May 3, 2018.

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.

Approval:

Legal: [Signature] Administration: [Signature]
Budget: [Signature]

Legal: 00372791.doc v1
Ordinance No. 

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:

Budget:

Administration:

Legal: 00372792.doc v1
AN ORDINANCE PROVIDING FOR THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN LAKE VISTA PARK ON JULY 14TH 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 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)
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements for automotive replacement parts and accessories with AAET Corp., dba Will's Starter & Alternator Service; Atlas Hydraulics, Inc.; Batteries by Fisher, Inc.; and 27 additional vendors for the Fleet and Water Resources departments, at an estimated annual cost of $3,600,000, for a total contract amount of $17,595,625.

Explanation: On July 23, 2015, City Council approved three-year agreements through June 30, 2018. These agreements have one two-year renewal option. This is the final renewal.

The vendors furnish replacement parts and accessories for the City, a 1,700 fleet of rolling stock, which includes: automobiles, police cruisers, fire apparatus, (light, medium and heavy) duty trucks, backhoes, loaders, refuse vehicles, agricultural equipment, generators and compressors. The vendors provide variable discounts from manufacturers’ price lists. The replacement parts may be installed by City mechanics or by vendors with in-house service capabilities. Multiple awards were utilized to ensure availability of replacement parts and accessories.

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

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<th>Automotive Parts and Accessories</th>
<th>$7,200,000 per year</th>
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<tr>
<td>Original agreed amount</td>
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<tr>
<td>1st. Renewal</td>
<td>7,200,000</td>
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<tr>
<td>Total agreement amount</td>
<td>$17,595,625</td>
</tr>
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AAET Corp., dba Will's Starter & Alternator Service (St. Petersburg)
Atlas Hydraulics, Inc. (Clearwater)
Batteries by Fisher, Inc. (Lakeland)
Bay Area Truck Sales, Inc. (Tampa)
Bob Lee's, Inc. (St. Petersburg)
Choo-Choo Lawn Equipment, Inc. (Plant City)
Dana Safety Supply, Inc. (Greensboro)
Everglades Farm Equipment Co., Inc. (Belle Glade)
Fleet Acquisitions, LLC (Tampa)
FleetPride, Inc. (Irving)
Genuine Parts Company dba NAPA Auto Parts (Jacksonville)
Glades Parts Company, Inc., dba Original equipment Company (Belle Glade)
Goodyear Rubber Products, Inc. (St. Petersburg)
Maher Chevrolet, Inc. (St. Petersburg)
McGee Tire Stores, Inc. (Lakeland)
Nextran Corporation, dba Nextran Truck Center – Tampa (Jacksonville)
RDK Refuse Parts, LLC (Tampa)
Ruckus Investments, LC, dba Quality Mowers (Clearwater)
Rush Truck Centers of Florida, Inc. (New Braunfels)
SCI Undercar, Inc. (St. Petersburg)
Tampa Crane & Body, Inc. (Tampa)
TampaSpring Co. (Tampa)
Tampa Truck Center LLC (Tampa)
Ten-8 Fire Equipment, Inc. (Bradenton)
TPH Acquisition LLLP, dba The Parts House (Jacksonville)
The vendors have agreed to renew under the same terms and conditions of IFB No. 7843, dated April 17, 2015. Administration recommends renewal of the agreements based on the vendors' past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreements. The renewal will be effective from the date of approval through June 30, of 2020.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Management Fund (5001) Fleet Mechanical Costs Division (8002527), as well as in various divisions of the Water Resources Operating Fund (4001).

Attachments: Resolution

Approvals:
RESOLUTION NO. ________

A RESOLUTION APPROVING THE RENEWAL OPTION OF THE BLANKET PURCHASE AGREEMENTS WITH THE 30 VENDORS IDENTIFIED ON THE ATTACHED MEMORANDUM FOR AUTOMOTIVE REPLACEMENT PARTS FOR THE FLEET MANAGEMENT AND WATER RESOURCES DEPARTMENTS AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $3,600,000; PROVIDING THAT THE TOTAL AMOUNT FOR THE AGREEMENTS SHALL NOT EXCEED $17,595,625; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 23, 2015, City Council approved the award of three-year agreements ("Agreements") with one two-year renewal option to the 30 vendors ("Fleet Vendors") identified on the attached memorandum for automotive replacement parts for the Fleet Management and Water Resources Departments pursuant to IFB No. 7843; and

WHEREAS, Administration desires to exercise the renewal option to extend the term of the Agreements until June 30, 2020; and

WHEREAS, the Fleet Vendors have agreed to hold prices firm under the terms and conditions of IFB No. 7843; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the renewal to the blanket purchase agreements with the 30 vendors identified on the attached memorandum (which is a part of this Resolution) for automotive replacement parts for the Fleet Management and Water Resources Departments at an estimated annual cost not to exceed $3,600,000 are hereby approved.

BE IT FURTHER RESOLVED that the total amount for the Agreements shall not exceed $17,595,625.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)

00374342
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving an increase in allocation for storm debris removal and disposal services with Crowder-Gulf Joint Venture, Inc. in the amount of $458,504, for a total contract amount of $2,183,504 and approving a supplemental appropriation in the amount of $93,200 from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573) to provide additional funding for storm debris removal and disposal services.

Explanation: On August 7, 2014, City Council approved a three-year agreement for storm debris removal and disposal services. On September 25, 2017, the City received an estimate from Crowder-Gulf Joint Venture, Inc. in the amount of $1,725,000 for storm debris services after Hurricane Irma. On October 19, 2017, City Council approved a supplemental appropriation for the estimated amount, from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573).

The final cost of the work exceeded the original estimate by $458,504 due to the amount of debris removal was much higher than expected. Therefore an increase in allocation is requested.

The contractor provided disaster recovery technical support including documentation in recovering funds from the State of Florida and FEMA's Public Assistance Program. The work included all labor and equipment to mobilize, remove, clean up and dispose of disaster debris caused by Hurricane Irma. Additionally, the contractor set up and maintained temporary debris management sites (DMS). The debris was segregated into six categories: clean vegetative debris; vegetative debris containing other foreign matter; construction and demolition (C&D) debris, salvageable and recyclable debris; white goods; and hazardous or toxic waste. The contractor also hauled all remaining debris to a final disposal site and restored the DMS areas. The Procurement Department, in cooperation with the Parks & Recreation Department, recommends approval:

Crowder-Gulf Joint Venture, Inc.............................................. $458,504

<table>
<thead>
<tr>
<th>Hurricane Irma</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Task Order No. 1</td>
<td>$1,725,000</td>
</tr>
<tr>
<td>Allocation increase</td>
<td>$458,504</td>
</tr>
<tr>
<td>Total agreement amount</td>
<td>$2,183,504</td>
</tr>
</tbody>
</table>

Cost/Funding/Assessment Information: A portion of the funding has been previously appropriated in the General Fund (0001), Parks & Recreation Department (190-1573), a supplemental appropriation in the amount of $93,200 is required from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573). A portion of the costs may be eligible for reimbursement by FEMA if approved.

Attachments: Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $458,504 TO THE ALLOCATION FOR THE AGREEMENT WITH CROWDER-GULF JOINT VENTURE, INC. FOR STORM DEBRIS REMOVAL AND DISPOSAL SERVICES FOR THE PARKS & RECREATION DEPARTMENT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $2,183,504; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $93,200 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE PARKS & RECREATION DEPARTMENT (190-1573); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 7, 2014, City Council approved a three-year agreement ("Agreement") with Crowder-Gulf Joint Venture, Inc. ("Crowder-Gulf") for storm debris removal and disposal services for the Parks & Recreation Department and that Agreement has been renewed until November 30, 2019; and

WHEREAS, on September 25, 2017, the City received an estimate from Crowder-Gulf in the amount of $1,725,000 for storm debris services after Hurricane Irma and City Council approved a supplemental appropriation for the estimated amount, from the unappropriated balance of the General Fund (0001) to the Parks & Recreation Department (190-1573); and

WHEREAS, an additional increase in the allocation in the amount of $458,504 is necessary due to a higher volume of debris removal services provided by Crowder-Gulf as a result of Hurricane Irma; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the increase in the amount of $458,504 to the allocation for the agreement with Crowder-Gulf Joint Venture, Inc. for storm debris removal and disposal services for the Parks & Recreation Department is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $2,183,504.

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

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the General Fund (0001) for FY18:
General Fund (0001)
Parks & Recreation Department (190-1573) $93,200

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
00374526

[Signature]
Budget Director
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 Mazzola, 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] 4.25.18
Budget
Technical Evaluation
958-74 After School Youth Employment and Summer Youth Intern Programs

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 Committee 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 Li  
Committee Member

Lendel Bright  
Committee Member

Janis Ford  
Committee Member

Robyn Keefe  
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:

Legal Department
By: (City Attorney or Designee)
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the purchase of vehicles from Alan Jay Chevrolet-Cadillac, Inc., Duval Ford, LLC, and Prestige Ford, Inc. for the Fleet Management Department, at a total cost of $978,582.64.

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA17-VEL25.0. This purchase includes twenty-six (26) trucks, eight (8) sports utility vehicles and three (3) vans. Twenty-two (22) of these are replacement vehicles and fifteen (15) are additions to the fleet. The 22 vehicles being replaced have reached the end of their economic service life and will be sold at public auction.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing Florida Sheriffs Association Contract No. FSA17-VEL25.0:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duval Ford, LLC (Jacksonville)</td>
<td>2018 Ford F-250 four-door crew cab with utility body</td>
<td>1</td>
<td>$35,493</td>
<td>$35,493</td>
</tr>
<tr>
<td></td>
<td>2018 Ford F-250 four-door crew cab 4-wheel drive with winch</td>
<td>2</td>
<td>33,747</td>
<td>67,494</td>
</tr>
<tr>
<td></td>
<td>2018 Ford F-250 regular cab 4-wheel drive with utility body</td>
<td>1</td>
<td>33,295</td>
<td>33,295</td>
</tr>
<tr>
<td></td>
<td>2018 Ford F-250 regular cab</td>
<td>1</td>
<td>32,934</td>
<td>32,934</td>
</tr>
<tr>
<td></td>
<td>2018 Ford F-250 regular cab</td>
<td>10</td>
<td>30,726</td>
<td>307,260</td>
</tr>
<tr>
<td></td>
<td>2018 Ford F-250 four-door crew cab</td>
<td>2</td>
<td>29,523</td>
<td>59,046</td>
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<td></td>
<td>2018 Ford F-250 regular cab</td>
<td>1</td>
<td>26,671</td>
<td>26,671</td>
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<tr>
<td></td>
<td>2019 Ford Transit Connect cargo mini-van</td>
<td>1</td>
<td>26,108</td>
<td>26,108</td>
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<tr>
<td></td>
<td>2019 Ford Transit Connect cargo mini-van</td>
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<td>21,797</td>
<td>21,797</td>
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<tr>
<td></td>
<td>2019 Ford Transit Connect cargo mini-van</td>
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<td>20,845</td>
<td>20,845</td>
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<td></td>
<td>2018 Silverado 1500 crew cab 4-wheel drive</td>
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<td>$29,225.33</td>
<td>$58,450.66</td>
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<tr>
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<td>2018 Silverado 1500 crew cab 4-wheel drive</td>
<td>1</td>
<td>28,075.33</td>
<td>28,075.33</td>
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<tr>
<td></td>
<td>2018 Silverado 1500 regular cab</td>
<td>5</td>
<td>20,702.33</td>
<td>103,511.65</td>
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<tr>
<td></td>
<td>2018 Ford Explorer SUV</td>
<td>1</td>
<td>$25,302</td>
<td>$25,302</td>
</tr>
<tr>
<td></td>
<td>2018 Ford Escape SUV</td>
<td>7</td>
<td>18,900</td>
<td>132,300</td>
</tr>
</tbody>
</table>

These vendors have met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA17-VEL25.0, effective through September 30, 2018. This purchase is made in accordance with Section 2-256 (3) of the Procurement Code, which authorizes the Mayor, or his designee, to purchase automotive equipment from the Florida Sheriffs Association and Florida Association of Counties' negotiated purchase program for vehicles.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), General Fund (0001), Stormwater Utility Fund (4011), and the Water Resources Operating Fund (4001).

Attachments: Purchase Summary
Price History
Resolution

Approvals:

Administrative

Budget
<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Qty</th>
<th>Department</th>
<th>Purpose</th>
<th>Replacement</th>
<th>Age Yrs.</th>
<th>Life Cycle</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>2018 Ford F-250 four-door crew cab with utility body</td>
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<td>Stormwater</td>
<td>Transporting employees and equipment</td>
<td>Additional</td>
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<tr>
<td>2</td>
<td>2018 Ford F-250 four-door crew cab 4-wheel drive with winch</td>
<td>2</td>
<td>Stormwater</td>
<td>Transporting employees and equipment, 4x4 for off-road use</td>
<td>Replacements</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>3</td>
<td>2018 Ford F-250 regular cab 4-wheel drive with utility body</td>
<td>1</td>
<td>Water Resources</td>
<td>Transporting employees and equipment</td>
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<td>4</td>
<td>2018 Ford F-250 regular cab</td>
<td>1</td>
<td>Water Resources</td>
<td>Transporting employees and equipment required for maintenance responsibilities</td>
<td>Additional</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>2018 Ford F-250 regular cab</td>
<td>8</td>
<td>Water Resources</td>
<td>Transporting employees and equipment required for maintenance responsibilities</td>
<td>5 Additional</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>6</td>
<td>2018 Ford F-250 regular cab</td>
<td>2</td>
<td>Sanitation</td>
<td>Transporting employees and equipment required for maintenance responsibilities</td>
<td>Replacements</td>
<td>6-10</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>2018 Ford F-250 four-door crew cab</td>
<td>1</td>
<td>Engineering</td>
<td>Transporting employees and equipment</td>
<td>Replacements</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>8,9,10</td>
<td>2019 Ford Transit Connect van</td>
<td>3</td>
<td>Sanitation</td>
<td>Transporting employees, tools, and materials</td>
<td>1 Replacement</td>
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<td>7</td>
</tr>
<tr>
<td>1,2</td>
<td>2018 Silverado 1500 crew-cab 4WD</td>
<td>3</td>
<td>Stormwater</td>
<td>Travel to construction sites for inspection, 4X4 for off-road use</td>
<td>2-Additional</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>2018 Silverado 1500 regular-cab 2WD</td>
<td>5</td>
<td>Water Resources</td>
<td>Administration vehicles</td>
<td>3 Additional</td>
<td>18</td>
<td>18</td>
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<td>2</td>
<td>2018 Ford Explorer SUV</td>
<td>1</td>
<td>Water Resources</td>
<td>Transporting employees to perform job duties and fulfill responsibilities in the public sector</td>
<td>2 Additional</td>
<td>0</td>
<td>7-11</td>
</tr>
<tr>
<td>1</td>
<td>2018 Ford Escape SUV</td>
<td>3</td>
<td>Fire Department</td>
<td>Transporting employees to perform job duties and fulfill responsibilities in the public sector</td>
<td>Replacements</td>
<td>7-11</td>
<td>7-11</td>
</tr>
<tr>
<td>1</td>
<td>2018 Ford Escape SUV</td>
<td>1</td>
<td>City Clerk</td>
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<td>Replacements</td>
<td>7-11</td>
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<tr>
<td>1</td>
<td>2018 Ford Escape SUV</td>
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<td>Billing/Field Operations</td>
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<td>7-11</td>
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<td>2018 Ford Escape SUV</td>
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<td>Sanitation</td>
<td>Transporting employees to perform job duties and fulfill responsibilities in the public sector</td>
<td>Replacements</td>
<td>7-11</td>
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### Price History

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<th>2012</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>+/-</th>
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</thead>
<tbody>
<tr>
<td>1*</td>
<td>2018 Ford F-250 four-door crew cab with utility body</td>
<td>$24,674</td>
<td>$24,699</td>
<td>$28,343</td>
<td>$29,093</td>
<td>$35,493</td>
<td>22%</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2018 Ford F-250 four-door crew cab 4-wheel drive with winch</td>
<td>$25,732</td>
<td></td>
<td>$26,540</td>
<td>$31,700</td>
<td>$33,747</td>
<td>6%</td>
<td></td>
</tr>
<tr>
<td>3*</td>
<td>2018 Ford F-250 regular cab 4-wheel drive with utility body</td>
<td></td>
<td></td>
<td>$26,540</td>
<td>$27,554</td>
<td>$33,295</td>
<td>21%</td>
<td></td>
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<tr>
<td>4</td>
<td>2018 Ford F-250 regular cab</td>
<td>$24,699</td>
<td>$25,922</td>
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<td>$29,093</td>
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<tr>
<td>5</td>
<td>2018 Ford F-250 regular cab</td>
<td>$24,699</td>
<td>$25,922</td>
<td>$28,230</td>
<td>$29,093</td>
<td>$30,726</td>
<td>6%</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2018 Ford F-250 four-door crew cab</td>
<td>$17,894</td>
<td>$23,656</td>
<td>$22,452</td>
<td>$29,093</td>
<td>$29,523</td>
<td>1%</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>2018 Ford F-250 regular cab</td>
<td>$24,699</td>
<td>$25,922</td>
<td>$28,230</td>
<td>$29,093</td>
<td>$26,671</td>
<td>8%</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>2019 Ford Transit Connect van</td>
<td>$20,053</td>
<td>$24,873</td>
<td></td>
<td>$26,108</td>
<td></td>
<td>5%</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>2019 Ford Transit Connect van</td>
<td>$20,053</td>
<td>$24,873</td>
<td></td>
<td>$21,797</td>
<td></td>
<td>12%</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>2019 Ford Transit Connect van</td>
<td>$20,053</td>
<td>$24,873</td>
<td></td>
<td>$20,845</td>
<td></td>
<td>16%</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2018 Silverado 1500 crew-cab 4-wheel drive</td>
<td>$29,711</td>
<td>$29,225</td>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2018 Silverado 1500 crew-cab 4-wheel drive</td>
<td>$29,711</td>
<td></td>
<td>$28,075</td>
<td></td>
<td></td>
<td>6%</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2018 Silverado 1500 regular-cab</td>
<td>$20,449</td>
<td>$21,468</td>
<td>$20,702</td>
<td></td>
<td></td>
<td>4%</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2018 Ford Explorer SUV</td>
<td>$23,413</td>
<td>$23,656</td>
<td>$24,670</td>
<td>$25,302</td>
<td></td>
<td>3%</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2018 Ford Escape SUV</td>
<td>$17,407</td>
<td>$18,623</td>
<td>$19,136</td>
<td>$18,400</td>
<td>$18,900</td>
<td>3%</td>
<td></td>
</tr>
</tbody>
</table>

**Justification for increases over 20%**

1. *This is the first time a F250 four-door crew cab utility body was purchased. The most recent purchase that is comparable in use would have been a F550 utility body, which was approximately $52,000. This was a department shift in vehicle usage to accommodate the increase in crew size and additional staff. An increase in this vehicle was due to the department’s need and requested up-fitting of the truck body to a Knapheid service utility body at the cost of $5,850.

3. *The increase from FY17 to FY18 is due to the department’s need and requested up-fitting of the truck body to a Knapheid service utility body at the cost of $5,850.
A RESOLUTION APPROVING THE PURCHASE OF 8 VEHICLES FROM ALAN JAY CHEVROLET-CADILLAC, INC., 21 VEHICLES FROM DUVAL FORD, LLC, AND 8 VEHICLES FROM PRESTIGE FORD, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED OF $978,582.64 UTILIZING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA17-VEL25.0; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase 37 vehicles (26 trucks, 8 sports utility vehicles, and 3 vans) 22 of which are being purchased to replace vehicles that have reached the end of their economic service life and 15 are new additions to the fleet; and

WHEREAS, pursuant to Section 2-256(3) of the Procurement Code, the City is permitted to purchase vehicles from selected entities pursuant to the Sheriff's Association and Florida Association of Counties negotiated purchase programs; and

WHEREAS, Alan Jay Chevrolet-Cadillac, Inc., Duval Ford, LLC, and Prestige Ford, Inc. have met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA17-VEL25.0; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of 8 vehicles from Alan Jay Chevrolet-Cadillac, Inc., 21 vehicles from Duval Ford, LLC, and 8 vehicles from Prestige Ford, Inc. for the Fleet Management Department at a total cost not to exceed of $978,582.64 utilizing the Florida Sheriffs Association Contract No. FSA17-VEL25.0 are hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)

00374341
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Safety Products, Inc. for safety clothing and supplies, at an estimated annual cost of $150,000, for a total contract amount of $580,000.

Explanation: On May 21, 2015, City Council approved a one-year agreement for safety clothing and supplies through May 31, 2016. The agreement has three one-year renewals. On April 21, 2016, City Council approved the first renewal. On May 18, 2017, City Council approved the second renewal. This is the final renewal.

The supplier furnishes and delivers items such as rain gear, safety glasses, work gloves, back supports, and hard hats. The primary users of these items are Water Resources, Sanitation, and the Stormwater, Pavement & Traffic Operations departments. These items are stocked and distributed from the Consolidated Warehouse.

The Procurement Department recommends for renewal:

<table>
<thead>
<tr>
<th>Supplier</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Products, Inc. (Lakeland, FL)</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

Original Agreement Amount: $140,000
1st renewal: 140,000
2nd renewal: 150,000
Final renewal: 150,000
New agreement amount: $580,000

Safety Products, Inc. has agreed to uphold the pricing, terms and conditions of RFQ No. 5735, dated April 2, 2015. Administration recommends renewal of this agreement based on the supplier's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The agreement will be binding only for actual quantities ordered. The renewal will be effective from the date of approval through May 31, 2019.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the user department's operating budgets, including Water Resources Fund (4001), General Fund (0001), Sanitation Operating Fund (4021), and Stormwater Utility Operating Fund (4011).

Attachments: Pricing of Top 50 Items (3 Pages)
Resolution

Approvals:

__________________________  __________________________
Administrative  Budget
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>UOM</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>68054</td>
<td>Gloves, Nitrile Coated Nylon, Cut/ Abrasion/ Snag Resistant, Breathable Back, Size XL, PIP 34C232 or Equal</td>
<td>PAIR</td>
<td>0.88</td>
</tr>
<tr>
<td>63264</td>
<td>Gloves, Mens, Work, Textured Crinkle Finish, Natural Rubber Latex Coated Fabric, PIP 55-3273</td>
<td>PAIR</td>
<td>2.05</td>
</tr>
<tr>
<td>63255</td>
<td>Gloves, Mens, Work, Leather Palm, Canvas Back, Fingertips and Knuckle Strap, Elastic Band Wrist, Starched 4 1/2&quot;Gauntlet Cuff, Gun Cut, One Size, Westchester 800SC or Equal</td>
<td>PAIR</td>
<td>1.46</td>
</tr>
<tr>
<td>68053</td>
<td>Gloves, Nitrile Coated Nylon, Cut/ Abrasion/ Snag Resistant, Breathable Back, Size LG, PIP 34C232 or Equal</td>
<td>PAIR</td>
<td>0.88</td>
</tr>
<tr>
<td>68065</td>
<td>Gloves, Work, Blue Latex Crinkle on Palm, Thumb, Crotch and Finger, Cotton Knit Wrist, 100% Cotton Jersey, Over Dipped with Nitrile, Cut/ Puncture/ Abrasion Resistant, 10 Gauge, Size XL, G-TEK, 39-1310, No Substitutes</td>
<td>PAIR</td>
<td>1.64</td>
</tr>
<tr>
<td>63279</td>
<td>Gloves, Latex Rubber or Chloroprene, 11 Mil., Blue, Powderless, Size XL, 50/Box, Medtech 5049 or Equal</td>
<td>BOX</td>
<td>9.35</td>
</tr>
<tr>
<td>68052</td>
<td>Gloves, Nitrile Coated Nylon, Cut/ Abrasion/ Snag Resistant, Breathable Back, Size MD, PIP 34C232 or Equal</td>
<td>PAIR</td>
<td>0.88</td>
</tr>
<tr>
<td>63243</td>
<td>Coveralls, Disposable, Waist to Collar Zipper, No Pocket, Dcuble Seam, Reinforced Construction, Fullcut Collar, Set-in Sleeve, 2XL, White, Lakeland Indust. Micromax CTL412 or Dupont Tyvek TY120SWH, No Substitutes</td>
<td>EACH</td>
<td>2.00</td>
</tr>
<tr>
<td>63116</td>
<td>Sweatband, Disposable, Elastic Strap, Cellulose Sponge, Allsafe 3005335 or Equal</td>
<td>EACH</td>
<td>0.41</td>
</tr>
<tr>
<td>63276</td>
<td>Gloves, Latex Rubber or Chloroprene, 11 Mil., Blue, Powderless, Size LG, 50/Box, Medtech 5049 or Equal</td>
<td>BOX</td>
<td>9.35</td>
</tr>
<tr>
<td>63287</td>
<td>Glasses, Safety, Wrap Style, Brow Guard, Integrated Side Shields, Clear Lens, Platinum Color Adjustable Temples, Meets ANSI Z87.1 1989, Pyramex SB2810ST or Equal</td>
<td>EACH</td>
<td>2.75</td>
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<tr>
<td>63273</td>
<td>Gloves, Latex Rubber or Chloroprene, 11 Mil., Blue, Powderless, Size MD, 50/Box, Medtech 5049 or Equal</td>
<td>BOX</td>
<td>9.35</td>
</tr>
<tr>
<td>68064</td>
<td>Gloves, Work, Blue Latex Crinkle on Palm, Thumb, Crotch and Finger, Cotton Knit Wrist, 100% Cotton Jersey, Over Dipped with Nitrile, Cut/ Puncture/ Abrasion Resistant, 10 Gauge, Size LG, G-TEK, 39-1310, No Substitutes</td>
<td>PAIR</td>
<td>1.64</td>
</tr>
<tr>
<td>63281</td>
<td>Glasses, Safety, Single Lens Design, Brown Lens, Taupe Hingeless Frame, Filters 99.9% UV, Meets ANSI Z87.1, Crews Tremor TM13B or Equal</td>
<td>EACH</td>
<td>4.69</td>
</tr>
<tr>
<td>63280</td>
<td>Glasses, Safety, Single Lens Design, Blue Mirror Lens, Steel Color Hingeless Frame, Filters 99.9% UV, Meets ANSI Z87.1, Pyramex SB45750 or Equal</td>
<td>EACH</td>
<td>3.66</td>
</tr>
</tbody>
</table>
# 345-65 Safety Clothing and Supplies

## Top 50 items purchased

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>UOM</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>68051</td>
<td>Gloves, Nitrile Coated Nylon, Cut/ Abrasion/ Snag Resistant, Breathable Back, Size SM, PIP 34C232 or Equal</td>
<td>PAIR</td>
<td>0.88</td>
</tr>
<tr>
<td>63091</td>
<td>Vest, Traffic, Front Zipper Closure, Meets ANSI 1007, Class 2 Type R, Orange Mesh Fabric, Silver Reflective Striping, TCC2CVORANGER or Equal</td>
<td>EACH</td>
<td>8.65</td>
</tr>
<tr>
<td>63244</td>
<td>Coveralls, Disposable, Waist to Collar Zipper, No Pocket, Double Seam, Reinforced Construction, Fullcut Collar, Set-in Sleeve, 3XL, White, Lakeland Indust. Micromax CTL412 or Dupont Tyvek TY120SWH, No Substitutes</td>
<td>EACH</td>
<td>2.24</td>
</tr>
<tr>
<td>63284</td>
<td>Glasses, Safety, Wrap Style, Soft Flexible Adjustable Construction, Brow Guard, Gold Mirror Lens, Black Frame, Meets ANSI Z87.1, Pyramex SB18905 or Equal</td>
<td>EACH</td>
<td>6.25</td>
</tr>
<tr>
<td>63270</td>
<td>Gloves, Latex Rubber or Chloroprene, 11 Mil., Blue, Powderless, Size SM, 50/Box, Medtech 5049 or Equal</td>
<td>BOX</td>
<td>9.35</td>
</tr>
<tr>
<td>63249</td>
<td>Gloves, Mens, Work, Single Dipped Supported PVC, Interlock Lined, Smooth Finish, for Use with Petrochemicals, Oils, Acids, Caustics and Alcohols, 1B1N length, Size LG, Westchester #1087 or Equal</td>
<td>PAIR</td>
<td>1.49</td>
</tr>
<tr>
<td>63063</td>
<td>Respirator, Dust and Mist, Molded Polymesh Shell, NIOSH TC 84A-0007, Filter Class N95, Moldex 2200, Safety Products 1200F</td>
<td>PACKAGE</td>
<td>7.30</td>
</tr>
<tr>
<td>63252</td>
<td>Gloves, Mens, Leather Palm, Fingertips and Knuckle Strap, Elastic Band Wrist, Starched Safety Cuff, Gun Cut, Wing Thumb, One Size, Split Cowhide Leather, PIP 75005 or Equal</td>
<td>PAIR</td>
<td>1.66</td>
</tr>
<tr>
<td>63087</td>
<td>Visor, Faceshield, Clear, Flat, Acetate, 8IN x 15.5IN x .040IN, Fits City Stock No. 63051, Meets ANSI Z87.1, Jackson 8154 or Equal</td>
<td>EACH</td>
<td>1.30</td>
</tr>
<tr>
<td>68084</td>
<td>Glove, Mechanic, Full Finger, Size XL, Ergodyne 710 or Equal</td>
<td>PAIR</td>
<td>20.88</td>
</tr>
<tr>
<td>63267</td>
<td>Gloves, Womens, Leather Palm, Fingertips and Knuckle Strap, Elastic Band Wrist, Safety Cuff, One Size, PIP 85-7512C or Equal</td>
<td>PAIR</td>
<td>1.73</td>
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<tr>
<td>63057</td>
<td>Respirator, Disposable, Particulate OSHA Substance Specific, NIOSH TC-84A-1298, Filter Class N100, Moldex 2730, or Equal</td>
<td>EACH</td>
<td>5.02</td>
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<tr>
<td>63093</td>
<td>Vest, Traffic, Front Velcro Closure, Elastic Side Straps, Orange w Lime/ Silver Reflective Striping, 100% Polyester Mesh, 3/4&quot; Black Cotton Binding, TCV1101 or Equal</td>
<td>EACH</td>
<td>2.46</td>
</tr>
<tr>
<td>63093</td>
<td>Vest, Traffic, Front Velcro Closure, Elastic Side Straps, Orange w Lime/ Silver Reflective Striping, 100% Polyester Mesh, 3/4&quot; Black Cotton Binding, TCV1101 or Equal</td>
<td>EACH</td>
<td>2.46</td>
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<tr>
<td>68083</td>
<td>Glove, Mechanic, Full Finger, Size LG, Ergodyne 710 or Equal</td>
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<tr>
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<td>Glasses, Safety, Wrap Style, Brow Guard, Brown Lens, Black Frame, Hydrosheild Coating, Meets ANSI Z87.1-2003, Uvex E1S3201HS</td>
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<tr>
<td>63261</td>
<td>Gloves, Work, Abrasion Resistant, Texturized, Vinyl Coated, Jersey Lined, Size LG, Westchester 3962</td>
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<td>2.02</td>
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<tr>
<td>63092</td>
<td>Vest, Traffic, Lime, 2&quot; Silver Stripe, 4 Pockets, Hook/Loop Closure, All Mesh, LG, Meets ANSI 1007-1999 Class 3</td>
<td>EACH</td>
<td>12.00</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>UOM</td>
<td>Price</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>63095</td>
<td>Vest, Traffic, Lime, 2” Silver Stripe, 4 Pockets, Hook/Loop Closure, All Mesh, 2XL, Meets ANSI 1007-1999 Class 3</td>
<td>EACH</td>
<td>12.00</td>
</tr>
<tr>
<td>59289</td>
<td>Gloves, Deerskin Palm, Spandex Back, Size LG, Tillman 1480 or Equal</td>
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</tr>
<tr>
<td>63222</td>
<td>Coat, Rain, Full Length, Detachable Hood with Snaps, Two Patch Pockets with Flaps, Size XL, Safety Yellow, .35mm PVC on Rayon, River City #200C, No Substitutes</td>
<td>EACH</td>
<td>5.92</td>
</tr>
<tr>
<td>59290</td>
<td>Gloves, Deerskin Palm, Spandex Back, Size XL, Tillman 1480 or Equal</td>
<td>EACH</td>
<td>13.80</td>
</tr>
<tr>
<td>63094</td>
<td>Vest, Traffic, Lime, 2” Silver Stripe, 4 Pockets, Hook/Loop Closure, All Mesh, XL, Meets ANSI 1007-1999 Class 3</td>
<td>EACH</td>
<td>12.00</td>
</tr>
<tr>
<td>63132</td>
<td>Boots, Hip, Rubber, Steel Shank, Steel Toe, Meets ANSI Z41, Size 11, Durawear #1531 or Equal</td>
<td>PAIR</td>
<td>44.40</td>
</tr>
<tr>
<td>68075</td>
<td>Gloves, Top Grain Cowhide Full Leather Glove, Split Palm Patch, 1/2 Band Elastic Wrist, Wrist Length, Size XL, Westchester 894K or Equal</td>
<td>EACH</td>
<td>8.13</td>
</tr>
<tr>
<td>63156</td>
<td>Bocts, Knee, Steel Safety Toe, Size 11, Meets ASTM Standard, Servus #18821 or Equal</td>
<td>PAIR</td>
<td>11.65</td>
</tr>
<tr>
<td>63293</td>
<td>Glasses, Safety, Polarized, Includes Pouch, Meets ANSI Z89.1, Smith &amp; Wesson 3011704, No Substitutes</td>
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<td>39.50</td>
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<tr>
<td>63292</td>
<td>Glasses, Safety, Smoke Frame, Black, Adjustable Temple, Gray Lens, Cobalt, Meets ANSI Z89.1, Radians E1CB012J1D</td>
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<td>2.25</td>
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<tr>
<td>55291</td>
<td>Glove, Deerskin Palm, Spandex back, Size XXL, Tillman 1480 or equal</td>
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<td>13.80</td>
</tr>
<tr>
<td>63129</td>
<td>Boots, Hip, Rubber, Steel Shank, Steel Toe, Meets ANSI Z41, Size 10, Durawear #1531 or Equal</td>
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<td>44.40</td>
</tr>
<tr>
<td>63224</td>
<td>Coat, Rain, Full Length, Detachable Hood with Snaps, Two Patch Pockets with Flaps, Size XXXL, Safety Yellow, .35mm PVC on Rayon, River City #200C, no substitution</td>
<td>EACH</td>
<td>6.75</td>
</tr>
<tr>
<td>63289</td>
<td>Bandana, Cool Wrap, Chill its Ergodyne #6705 or Equal</td>
<td>EACH</td>
<td>1.33</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE THIRD AND FINAL RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH SAFETY PRODUCTS, INC FOR SAFETY CLOTHING AND SUPPLIES FOR THE CITY AT AN ESTIMATED ANNUAL COST OF $150,000 FOR THIS RENEWAL TERM, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $580,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2015 City Council approved the award of a two-year agreement with three one-year renewal options to ("Agreement") Safety Products, Inc. for safety clothing and supplies for the Water Resources, Sanitation and the Stormwater, Pavement & Traffic Operations Departments; and

WHEREAS, on April 21, 2016, City Council approved the first renewal option; and

WHEREAS, on May 18, 2017, City Council approved the second renewal option; and

WHEREAS, the City desires to exercise the third and final renewal option; and

WHEREAS, Safety Products, Inc. has agreed to hold prices firm under the terms and conditions of the Agreement; and

WHEREAS, the Procurement Department in cooperation with the Water Resources, Sanitation and the Stormwater, Pavement & Traffic Operations Departments recommends approval of this renewal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the third and final renewal option to the blanket purchase agreement with Safety Products, Inc. for safety clothing and supplies for the City at an estimated annual cost of $150,000 for this renewal term, for a total contract amount not to exceed $580,000 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.

Legal:

City Attorney (Designee)
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving a construction manager agreement between the City of St. Petersburg and InterAmerica Stage, Inc. for construction services for the Coliseum Stage Rigging Project ("CM Agreement"); accepting the control estimate in an amount not to exceed $364,360 for the construction of the project; authorizing the City Attorney's Office to make non-substantive change to the CM Agreement; authorizing the Mayor or his designee to execute the CM Agreement and all other necessary documents; approving a rescission in the amount of $131,800 from the unencumbered balance of the City Facilities Fund (3031) Infrastructure TBD Project (16164); approving a transfer in the amount of $131,800 from the unencumbered balance of the City Facilities Fund (3031) resulting from the above rescission to the Recreation and Culture Capital Improvement Fund (3029); approving a rescission in the amount of $85,360 from the unencumbered balance of the Citywide Infrastructure Fund (3027) Roadway Ride Ability Improvements Project (15070); approving a transfer in the amount of $85,360 from the unencumbered balance of the Citywide Infrastructure Fund (3027) resulting from the above rescission to the Recreation and Culture Capital Improvement Fund (3029); and approving a supplemental appropriation in the amount of $217,160 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from the above transfers to the Coliseum Improvements FY18 Project (16165), (Engineering/CID Project No. 15204-119); and providing an effective date.

Explanation: On December 14, 2017, the Procurement and Supply Management Department, in collaboration with the Engineering and Capital Improvements Department, issued a Request for Qualifications No. 6732 for Coliseum Stage Rigging; Construction Manager Services. The City received four (4) statements of qualifications from qualified construction managers. The four statements of qualifications were received from:

1. J. O. DeLotto & Sons, Inc.
2. Hodge Management, LLC
3. InterAmerica Stage, Inc.
4. Lema Construction & Developers, Inc.

Evaluations of the four proposals were conducted by the following staff:

Bill O'Grady, Nature Park Supervisor, Sunken Gardens
Steve Ochsner, Senior Capital Project Coordinator, Engineering & Capital Improvements

On March 13, 2018 the evaluation committee conducted interviews with the three firms shortlisted on March 6, 2018, and ranked the firms as follows:

1. InterAmerica Stage, Inc.
2. J. O. DeLotto & Sons, Inc.
3. Lema Construction & developers, Inc.

InterAmerica Stage, Inc. was determined to be most qualified firm, taking into consideration their significant experience with stage rigging projects and qualifications of key staff members. InterAmerica has been in business for 29 years.
Upon City Council approval, the City and InterAmerica will enter into a construction manager agreement where the basis of payment is the cost of the work plus a fee.

InterAmerica has provided a Control Estimate in the amount not to exceed $364,360 for the construction of the Coliseum stage rigging project. The Coliseum will be closed to the public between July 16, 2018, and September 16, 2018 to replace the existing stage rigging.

The City retained the services of a professional engineer in 2015 to evaluate the condition of the stage rigging system and provide design services for a new rigging system. The existing rigging uses a manual hemp system comprised of half-inch ropes and sandbags that are original to the Coliseum building. The pipe battens that support the curtains are suspended from the building's wooden framework and are no longer structurally viable. The new rigging system will replace the existing pipe battens with 1 ½" schedule 40 pipe battens to achieve a higher allowable load and will be attached to a steel frame supported by the existing wood trusses. Existing header and wood blocks will be replaced with modern steel blocks attached to new flanges and all hemp rigging will be replaced with new polyester rope. Existing draperies will be replaced with new fire code compliant draperies. InterAmerica Stage, Inc. is headquartered in Sanford, Florida, employs 74 personnel and has been in business since 1989. They have satisfactorily performed similar services for Ocala Civic Center and Miami Dade College – Lehman Theatre. Principals of the firm are Mark Thomas Black, president/treasurer and Norah C Black, secretary.

Cost/Funding/Assessment Information: A portion of the funding has been previously appropriated in the Recreation and Culture Fund (3029) Coliseum Improvements FY17 project (15668) and Coliseum Improvements FY18 project (16165). Additional funding will be available after approving a rescission in the amount of $131,800 from the unencumbered balance of the City Facilities Fund (3031) Infrastructure TBD Project (16164); approving a transfer in the amount of $131,800 from the unencumbered balance of the City Facilities Fund (3031) resulting from the above rescission to the Recreation and Culture Capital Improvement Fund (3029); approving a rescission in the amount of $85,360 from the unencumbered balance of the Citywide Infrastructure Fund (3027) Roadway Ride Ability Improvements Project (15070); approving a transfer in the amount of $85,360 from the unencumbered balance of the Citywide Infrastructure Fund (3027) resulting from the above rescission to the Recreation and Culture Capital Improvement Fund (3029); and approving a supplemental appropriation in the amount of $217,160 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from the above transfers to the Coliseum Improvements FY18 Project (16165), (Engineering/CID Project No. 15204-119).

Attachments: Technical Evaluation (3 pages)
Meeting Minutes (2 pages)
Resolution

Approvals:
Technical Evaluation
958-26 Construction Manager, Coliseum Stage Rigging

Summary Work Statement

The City received four statements of qualifications (SOQs) for RFQ No. 6732, Construction Manager (CM) for Coliseum Stage Rigging. The construction manager will provide services with a cost-plus-a-fee contract for the design, fabrication and installation of a new Coliseum stage rigging system. The SOQs were received from the following:

1. J. O. DeLotto & Sons, Inc.
2. Hodge Management, LLC
3. InterAmerica Stage, Inc.
4. Lema Construction & Developers, Inc.

Evaluation Committee

Evaluation of the statements of qualifications was conducted by:

Bill O'Grady, Nature Park Supervisor  
Steve Ochsner, Senior Capital Project Coordinator

Evaluation Criteria

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

- Team background and experience
- Project approach
- Capacity to accomplish the work
- Relevant project examples
- MBE status of firm or sub-consultants

Offerors' Profiles

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

J. O. DeLotto & Sons, Inc. is headquartered in Tampa, FL, and was incorporated in 1963. The firm has been in business for 71 years and employs 31 people.

Strengths include: Their broad experience; provided an example of a similar project; proposed project approach that included weekly and photographic updates; proposed use of an SBE as subcontractor and references received were positive.

Weaknesses include: Limited theater-related work and an apparent lack of rigging experience.
The statement of qualifications meets the City’s requirements.

**Hodge Management, LLC** is headquartered in Largo, FL, and was incorporated in 2007. The firm has been in business as a general contractor and construction manager for 10 years and employs seven people.

Strengths include: Their ability to act in the role of construction manager and comply with SBE requirements; familiarity with the venue and knowledge of the requirements of this project.

Weaknesses include: Their limited experience as a construction manager and concerns about who would be doing the rigging.

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

**InterAmerica Stage, Inc.** is headquartered in Sanford, FL, and was incorporated in 1989. The firm has been providing these services for 28 years and employs 74 people.

Strengths include: Their experience and qualifications for this project; proposed key staff members have performed similar jobs; knowledge and understanding of the required work; commitment to timing and schedule; many prior examples specific to this project; ability to perform 100 percent of the project that will include demolition, fabrication and installation.

Weaknesses include: No noticeable weakness is apparent.

The statement of qualifications meets the City’s requirements.

**Lema Construction & Developers, Inc.** is headquartered in St. Petersburg, FL, and was incorporated in 2005. The firm has been in business for 12 years and employs 11 people.

Strengths include: Their local presence and experience with City projects; use of a subcontractor with 50 years of experience in rigging; understanding of the requirements for this project; and provided examples of prior projects and ability to comply with SBE requirements.

Weaknesses include: Their lack of prior experience working with their proposed sub-consultant.

The statement of qualifications meets the City’s requirements.

**Shortlisting**

The SOQs were initially evaluated solely on the evaluation criteria established in the RFQ. J. O Hodge Management, LLC was removed from further consideration. DeLotto & Sons, Inc., InterAmerica, and Lema were ranked as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>InterAmerica Stage, Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>J. O. DeLotto &amp; Sons, Inc.</td>
</tr>
<tr>
<td>3.</td>
<td>Lema Construction &amp; Developers, Inc.</td>
</tr>
</tbody>
</table>

Rev (5/11)
InterAmerica Stage, Inc. has met the requirements for RFQ No. 6732 and was determined to be the most qualified firm, taking into consideration their years of providing these services and the evaluation criteria set forth in the RFQ.

InterAmerica Stage, Inc. was selected for the following reasons:

- Their significant experience and qualifications for this project
- Their understanding of the requirements of this project
- Their project approach was specific for this project
- Their ability to perform and complete the work from start to finish
- They provided examples that were specific to this project
- Their references were acceptable
- Their clarity of roles for the proposed team

Bill O'Grady, Chair
Steve Ochsner, Committee Member
City of St. Petersburg
Meeting Agenda
Procurement and Supply Management

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td></td>
</tr>
</tbody>
</table>
   a. Public Comments | Evaluation Committee: Steve Ochsner, Bill O'Grady  
   Advisory Staff: Karen Dewar, Raul Quintana  
   No members of the public were present. |
|  | b. Florida's Open Meeting Law – FS 286.011 [KD] |
|  | c. Prohibited Communication - AP #050100 [KD] |
|  | d. Selection of Chairperson – Bill O'Grady |
| 2. Evaluations of Proposals – Oral Presentations (Strengths and Weaknesses) – Bill O'Grady | 
   a. J. O. DeLotto & Sons, Inc,  
   b. Hodge Management, LLC  
   c. Interamerica Stage, Inc.  
   d. Lema Construction & Developer, Inc. |
|  | Motion made by: Bill O'Grady to shortlist InterAmerica, J.O.DeLotto and Lema  
   Seconded by: Steve Ochsner  
   Affirmatives: two (2) |
| 3. Shortlist/Finalist(s) for oral presentation/Interviews | 
   Action: Steve to check references for InterAmerica and Bill to check references for J. DeLotto  
   Action: Karen to notify InterAmerica, J. O. DeLotto and Lema of scheduled interviews on 3/13/2018 |
| 4. Clarifications/Questions | Meeting adjourned at 9:50 a.m. |
| 5. Adjournment |  |
City of St. Petersburg  
**Meeting Minutes**  
Procurement and Supply Management

**RFQ No. 6732:** Construction Manager, Coliseum Stage Rigging  
**Meeting Date:** Tuesday, March 13, 2018  
**Time:** 3:00 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 | Evaluation Committee: Steve Ochsner, Bill O'Grady  
Advisory Staff: Karen Dewar, Raul Quintana |
| | a. Public Comments  
b. Florida's Open Meeting Law – FS 286.011 [KD]  
c. Prohibited Communication - AP #050100 [KD] |
| 2. Evaluations of Proposals – Oral Presentations (Strengths and Weaknesses) – Bill O'Grady | Motion made by: Bill O'Grady to rank Interamerica #1, J. O. DeLotto #2 and Lema #3  
Seconded by: Steve Ochsner  
Affirmatives: two (2) |
| | a. J. O. DeLotto & Sons, Inc.  
b. Interamerica Stage, Inc.  
c. Lema Construction & Developer, Inc. |
| 3. Ranking | Dissolution of Committee at 3:30 p.m. |
| 4. Clarifications/Questions | |
| 5. Dissolution | |
RESOLUTION NO. 2018-

A RESOLUTION APPROVING A CONSTRUCTION MANAGER AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND INTERAMERICA STAGE, INC. (“INTERAMERICA”) FOR INTERAMERICA TO PROVIDE CONSTRUCTION SERVICES FOR THE COLISEUM STAGE RIGGING PROJECT (“CM AGREEMENT”); ACCEPTING THE CONTROL ESTIMATE IN AN AMOUNT NOT TO EXCEED $364,360 FOR THE CONSTRUCTION OF THE PROJECT; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGE TO THE CM AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CM AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF $131,800 IN THE CITY FACILITIES FUND (3031), INFRASTRUCTURE TBD PROJECT (16164); APPROVING A TRANSFER IN THE AMOUNT OF $131,800 FROM THE UNAPPROPRIATED BALANCE OF THE CITY FACILITIES FUND (3031), RESULTING FROM THE ABOVE RESCISSION, TO THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029); RESCINDING AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF $85,360 IN THE CITYWIDE INFRASTRUCTURE FUND (3027), ROADWAY RIDE ABILITY IMPROVEMENTS PROJECT (15070); APPROVING A TRANSFER IN THE AMOUNT OF $85,360 FROM THE UNAPPROPRIATED BALANCE OF THE CITYWIDE INFRASTRUCTURE FUND (3027), RESULTING FROM THE ABOVE RESCISSION, TO THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $217,160 FROM INCREASE IN THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), RESULTING FROM THE ABOVE TRANSFERS, TO THE COLISEUM IMPROVEMENTS FY18 PROJECT (16165); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) issued a Request for Qualifications (“RFQ”) for Construction Manager Services for the Coliseum Stage Rigging Project on December 14, 2017; and

WHEREAS, the City received four statements of qualifications from (1) J.O. DeLotto & Sons, Inc. (“J.O. DeLotto”); (2) Hodge Management, LLC; (3) InterAmerica Stage, Inc. (“InterAmerica”) and (4) Lema Construction & Developers, Inc. (“Lema”) in response to the RFQ; and

WHEREAS, the selection committee (Bill O’Grady and Steve Ochsner) met on March 6, 2018, to discuss the statements of qualifications and voted to short-list and hear presentations from InterAmerica, J.O. Delotto, and Lema; and

WHEREAS, the three short-listed firms made presentations to the selection committee on March 13, 2018; and
WHEREAS, based on the presentations and statements of qualifications submitted by the three short-listed firms, the selection committee deliberated in the March 13, 2018 open public meeting and ranked InterAmerica as the most qualified firm to provide construction manager services for the Coliseum Stage Rigging Project with J.O. Delotto ranked second and Lema ranked third; and

WHEREAS, the City wishes to contract with InterAmerica for InterAmerica to provide construction services for the Coliseum Stage Rigging Project and InterAmerica wishes to accept such duties and responsibilities on all the terms and conditions set forth in the construction manager agreement between the City and InterAmerica.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Construction Manager Agreement between the City of St. Petersburg, Florida, and InterAmerica Stage, Inc. (“InterAmerica”) for InterAmerica to provide construction services for the Coliseum Stage Rigging Project (“CM Agreement”) is hereby approved.

BE IT FURTHER RESOLVED that the control estimate in an amount not to exceed $364,360 for the construction of the project is hereby accepted.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the CM Contract and all other necessary documents.

BE IT FURTHER RESOLVED that the unencumbered appropriation in the amount of $131,800 in the City Facilities Fund (3031), Infrastructure TBD Project (16164) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer from the unappropriated balance of the City Facilities Fund (3031), resulting from the above rescission, to the Recreation and Culture Capital Improvement Fund (3029) for FY 2018:

| City Facilities Fund (3031) | Recreation and Culture Capital Improvement Fund (3029) | $131,800 |

BE IT FURTHER RESOLVED that the unencumbered appropriation in the amount of $85,360 from the City Infrastructure Fund (3027), Roadway Ride Ability Improvements Project (15070) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer from the unappropriated balance of the Citywide Infrastructure Fund (3027), resulting from the above rescission, to the Recreation and Culture Capital Improvement Fund (3029) for FY 2018:
Citywide Infrastructure Fund (3027)
Recreation and Culture Capital Improvement Fund (3029) $85,360

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the above transfers, the following supplemental appropriation for FY 2018:

Recreation and Culture Capital Improvement Fund (3029)
Coliseum Improvements FY18 Project (16165) $217,160

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)  
Budget Director

00374910
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Mid-State Machine and Fabrication Corporation and Mader Electric, Inc. for machine shop work, at an estimated cost of $100,000, for a total contract amount of $300,000.

Explanation: On May 5, 2016, City Council approved two-year blanket purchase agreements for machine shop work. The agreements have three, one-year renewal options. This is the first renewal.

The vendors provide labor, tools, materials and equipment to perform in-shop services, as well as on-site services at City facilities. The primary users are Water Resources and the Parks & Recreation departments.

Administration recommends for renewal:

Machine Shop Services..........................................................$100,000

Mid-State Machine and Fabrication Corp
Mader Electric, Inc.

<table>
<thead>
<tr>
<th>Original agreed amount</th>
<th>1st. renewal</th>
<th>New agreement amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$200,000</td>
<td>$100,000</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

The vendors have agreed to renew under the same terms and conditions of RFQ No. 5994, dated January 27, 2016. Administration recommends renewal of the agreements based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreements. The renewal will be effective from the date of approval through May 31, 2019, with two, one-year renewal options remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001); various capital projects in the Water Resources Fund (4003); various capital projects in the Recreation & Culture Capital Improvement Fund (3029); and General Fund (0001).

Attachments: Bid Tabulation
Resolution

Approvals:

[Signature] [Signature]
Administrative Budget
## Bid Tabulation

### City of St. Petersburg

**Machine Shop Services**

**Procurement and Supply Management**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Machinists/Maintenance Machinists</td>
<td>1,000</td>
<td>HR</td>
<td>$45.00</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Welders/Solderers</td>
<td>500</td>
<td>HR</td>
<td>$45.00</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Helpers/Assistants</td>
<td>1,500</td>
<td>HR</td>
<td>$30.00</td>
<td>$45,000.00</td>
</tr>
<tr>
<td></td>
<td>Shop Work Labor Rate (work at vendor's facility)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Site Work Labor Rate (work at city facilities)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Machinists/Maintenance Machinists</td>
<td>800</td>
<td>HR</td>
<td>$65.00</td>
<td>$52,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Machinists/Maintenance Machinists, 5:00 p.m. - 8:00 a.m. Monday - Friday</td>
<td>200</td>
<td>HR</td>
<td>$90.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Machinists/Maintenance Machinists, city holiday, Saturday, Sunday</td>
<td>200</td>
<td>HR</td>
<td>$110.00</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Welders/Solderers</td>
<td>200</td>
<td>HR</td>
<td>$65.00</td>
<td>$13,000.00</td>
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<tr>
<td>8</td>
<td>Welders/Solderers, 5:00 p.m. - 8:00 a.m. Monday - Friday</td>
<td>100</td>
<td>HR</td>
<td>$90.00</td>
<td>$9,000.00</td>
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<tr>
<td>9</td>
<td>Welders/Solderers, City Holiday, Saturday, Sunday</td>
<td>100</td>
<td>HR</td>
<td>$110.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Helpers/Assistants</td>
<td>250</td>
<td>HR</td>
<td>$65.00</td>
<td>$16,250.00</td>
</tr>
</tbody>
</table>

**Sub-Total Shop Work Costs:** $112,500.00

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Machinists/Maintenance Machinists</td>
<td>800</td>
<td>HR</td>
<td>$65.00</td>
<td>$52,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Machinists/Maintenance Machinists, 5:00 p.m. - 8:00 a.m. Monday - Friday</td>
<td>200</td>
<td>HR</td>
<td>$90.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>6</td>
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<td>200</td>
<td>HR</td>
<td>$110.00</td>
<td>$22,000.00</td>
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<td>HR</td>
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<td>8</td>
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<td>HR</td>
<td>$90.00</td>
<td>$9,000.00</td>
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<tr>
<td>9</td>
<td>Welders/Solderers, City Holiday, Saturday, Sunday</td>
<td>100</td>
<td>HR</td>
<td>$110.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Helpers/Assistants</td>
<td>250</td>
<td>HR</td>
<td>$65.00</td>
<td>$16,250.00</td>
</tr>
</tbody>
</table>

**Sub-Total Site Work Costs:** $180,250.00

**Mader Electric, Inc.**
- Sarasota, FL
- Terms: Net 30
- Delivery: Not Specified

Unit Price | Extended Price
---|---
$45.00 | $45,000.00
$48.05 | $48,050.00
$47.00 | $47,000.00
$65.00 | $65,000.00
$75.00 | $75,000.00
$110.00 | $110,000.00

**Mid-State Machine and Fabricating Corp.**
- Lakeland, FL
- Terms: 2%/10, Net 30
- Delivery: Not Specified

Unit Price | Extended Price
---|---
$48.05 | $48,050.00
$48.05 | $48,050.00
$47.00 | $47,000.00
$65.00 | $65,000.00
$75.00 | $75,000.00
$110.00 | $110,000.00

**DJPJ, Inc.**
- Sarasota, FL
- Terms: Net 30
- Delivery: 21 Days

Unit Price | Extended Price
---|---
$47.00 | $47,000.00
$48.05 | $48,050.00
$47.00 | $47,000.00
$65.00 | $65,000.00
$75.00 | $75,000.00
$110.00 | $110,000.00

**Gemini Enterprises of South Florida**
- Sarasota, FL
- Terms: Net 30
- Delivery: 14 Days

Unit Price | Extended Price
---|---
$55.00 | $55,000.00
$55.00 | $55,000.00
$65.00 | $65,000.00
$75.00 | $75,000.00
$95.00 | $95,000.00
$125.00 | $125,000.00

**Appley and Son**
- Clearwater, FL
- Terms: Net 30
- Delivery: 21 Days

Unit Price | Extended Price
---|---
$47.00 | $47,000.00
$47.00 | $47,000.00
$47.00 | $47,000.00
$65.00 | $65,000.00
$75.00 | $75,000.00
$125.00 | $125,000.00

**Mid-State Machine and Fabricating Corp.**
- Lakeland, FL
- Terms: 2%/10, Net 30
- Delivery: Not Specified

Unit Price | Extended Price
---|---
$47.00 | $47,000.00
$48.05 | $48,050.00
$47.00 | $47,000.00
$65.00 | $65,000.00
$75.00 | $75,000.00
$110.00 | $110,000.00

Subtotal for Costs (Shop Work + Site Work): $258,750.00

2%/10, Net 30 Discount: $5,613.00

Grand Total: $253,137.00

Awarded
A RESOLUTION APPROVING THE FIRST RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENTS WITH MID-STATE MACHINE AND FABRICATION CORPORATION AND MADER ELECTRIC, INC. FOR MACHINE SHOP WORK FOR THE CITY AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $100,000 FOR THIS RENEWAL TERM FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $300,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 5, 2016 City Council approved the award of a two-year agreement with three one-year renewal options to Mid-State Machine and Fabrication Corporation and Mader Electric, Inc. for machine shop work for the Water Resources and the Parks and Recreation Departments; and

WHEREAS, the City desires to exercise the first renewal option; and

WHEREAS, the Procurement Department in cooperation with the Water Resources and the Parks and Recreation Departments recommends approval of this renewal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the first renewal option to the blanket purchase agreements with Mid-State Machine and Fabrication Corporation and Mader Electric, Inc. for machine shop work for the City at an estimated annual cost not to exceed $100,000 for this renewal term, for a total contract amount not to exceed $300,000 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.

Legal:

City Attorney (Designee)

00374039
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Accepting a bid from Trident Surfacing, Inc. for refinishing of seven gymnasium floors in six recreation centers, in the amount of $141,200 (Oracle Projects No. 15650 and 15614).

Explanation: The Procurement Department received one bid for refinishing of seven gymnasium floors in six recreation centers. The bid was opened on April 12, 2018, and is tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trident Surfacing, Inc. (Miami, FL)</td>
<td>$141,200</td>
</tr>
</tbody>
</table>

The contractor will provide all labor, materials, supervision, tools, equipment, vehicles, and other supplies necessary to refinish seven gymnasium floors at six community centers. The gymnasium floors are located at the Thomas ‘Jet’ Jackson, Childs Park, J.W Cate, Walter Fuller, Lake Vista, and Gladden Park recreation centers.

The contractor will replace damaged wood, sand existing floors to remove all finish, layout and print gymnasium floor lines, repaint logo, and apply floor finish for each of the seven floors.

The Procurement Department, in cooperation with the Parks and Recreation Department, recommends for award:

Trident Surfacing, Inc. (Miami, FL)..........................................................................................$141,200

Trident Surfacing, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of IFB No. 6838, dated April 16, 2018. They have successfully competed similar projects for the City and for the University of Florida Basketball Facility, University of Miami, Tyndall Air Force Base, and Disney’s ESPN Wide World of Sports Jostens and H.P. Centers.

The contractor will begin work within 10 days after Notice to Proceed and is scheduled to complete the floors in two phases. Phase I floors are scheduled for completion by May 25, 2018. Phase II floors are scheduled to be completed between August 13 and September 30, 2018.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation & Culture Capital Improvement Fund (3029), Refinish Gym Floors FY17 Project (15650) and Recreation Center Improvements FY17 Project (15614).

Attachments: Bid Tabulation
             Resolution

Approvals: [Signature]

[Administrative]

[Signature]  Budget
City of St. Petersburg

Bid Tabulation

Procurement and Supply Management

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>UOM</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Thomas 'Jet' Jackson Gymnasium (Floor 1): approximately 7,983 square feet</td>
<td>1</td>
<td>Job</td>
<td>$21,250.00</td>
</tr>
<tr>
<td>2</td>
<td>Thomas 'Jet' Jackson Gymnasium (Floor 2): approximately 7,983 square feet</td>
<td>1</td>
<td>Job</td>
<td>21,950.00</td>
</tr>
<tr>
<td>3</td>
<td>J.W. Cate Gymnasium: approximately 7,448 square feet</td>
<td>1</td>
<td>Job</td>
<td>20,500.00</td>
</tr>
<tr>
<td>4</td>
<td>Gladden Park Gymnasium: approximately 6,768 square feet</td>
<td>1</td>
<td>Job</td>
<td>18,750.00</td>
</tr>
<tr>
<td>5</td>
<td>Childs Park Gymnasium: approximately 7,200 square feet</td>
<td>1</td>
<td>Job</td>
<td>19,750.00</td>
</tr>
<tr>
<td>6</td>
<td>Walter Fuller Gymnasium: approximately 7,200 square feet</td>
<td>1</td>
<td>Job</td>
<td>19,750.00</td>
</tr>
<tr>
<td>7</td>
<td>Lake Vista Gymnasium: approximately 7,031 square feet</td>
<td>1</td>
<td>Job</td>
<td>19,250.00</td>
</tr>
<tr>
<td></td>
<td><strong>Sub Total:</strong></td>
<td></td>
<td></td>
<td><strong>$141,200.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total:</strong></td>
<td></td>
<td></td>
<td><strong>$141,200.00</strong></td>
</tr>
</tbody>
</table>

Award Pending
WHEREAS, the Purchasing Department received one (1) bid in response to IFB No. 6838, dated April 16, 2018 for the refinishing of seven gymnasium floors in six recreation centers; and

WHEREAS, Trident Surfacing, Inc. has met the specifications, terms and conditions set forth in IFB No. 6838; and

WHEREAS, the two phases of the project are scheduled to be completed by September 30, 2018; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bid is accepted and the award of an agreement with Trident Surfacing, Inc. for the refinishing of seven gymnasium floors in six recreation centers for the Parks and Recreation Department at an estimated cost not to exceed $141,200, 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 as to form and content:

City Attorney (Designee)

00374407
CB-4
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Recycling Services of Florida, Inc. for the sale of recyclable material, at an estimated annual revenue of $83,608.25.

Explanation: On May 15, 2014, City Council approved a two-year agreement for the sale of recyclable material. The agreement has three one-year renewal options. On May 19, 2016, City Council approved the first annual renewal. On June 1, 2017, City Council approved the second renewal. This is the final renewal.

The vendor purchases post-consumer waste, including corrugated cardboard, mixed paper, mixed containers, and sorted glass. The materials are collected by the Sanitation Department from multiple drop-off recycling locations (see attachment) and transported to the vendor for processing. Actual sale prices are based on the percentage of the daily published Secondary Materials Pricing (SMP) price at the time of sale for mixed containers and sorted glass, and on the first business day of the month, for cardboard and mixed paper. Revenue for the final term of the agreement is expected to decline due to the current 40% decline in market pricing for the sale of recycled cardboard (OCC) and $19 cost per ton for recycling mixed paper (formerly a revenue source).

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

Recycling Services of Florida, Inc. (Clearwater) $83,608.25
(revenue)

Recycling Services of Florida, Inc. has agreed to uphold the terms and conditions of IFB No. 7558B, dated March 17, 2014. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through May 31, 2019.

Cost/Funding/Assessment Information: Upon receipt, revenues will be deposited into the Sanitation Operating Fund (4021), Sanitation Department (450).

Attachments: Bid Tabulation
Recycling Drop off Locations (2 pages)
Resolution

Approvals:

Administrative

Budget
## City of St. Petersburg

### Bid Tabulation

Procurement and Supply Management

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Annual Qty</th>
<th>UOM</th>
<th>Current Index Price as of April 3, 2014</th>
<th>Contractor's Unit Price Paid to City</th>
<th>Total Paid to City (Est Qty x Unit Price Paid to City)</th>
<th>SBE Discount</th>
<th>Total Paid to City</th>
<th>Estimated Payment to City</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sale of Recycled Cardboard (OCC)</td>
<td>1,417 Tons</td>
<td></td>
<td>$32.50</td>
<td>$107.50</td>
<td>$152,327.50</td>
<td></td>
<td>$125.00</td>
<td>$112.00 *$150,768.80</td>
</tr>
<tr>
<td>2</td>
<td>Sale of Mixed Paper (MP)</td>
<td>740 Tons</td>
<td></td>
<td>$52.50</td>
<td>$27.50</td>
<td>$20,350.00</td>
<td></td>
<td>$55.00</td>
<td>$36.00 $26,840.00</td>
</tr>
<tr>
<td>3</td>
<td>Sale of Mixed Containers (MC)</td>
<td>412 Tons</td>
<td></td>
<td>$80.00</td>
<td>$10.00</td>
<td>$4,120.00</td>
<td></td>
<td>$2.00</td>
<td>$624.00</td>
</tr>
<tr>
<td>4</td>
<td>Sale of Sorted Glass</td>
<td>406 Tons</td>
<td></td>
<td>($10.00)</td>
<td>NB</td>
<td>NB</td>
<td></td>
<td>NB</td>
<td>NB</td>
</tr>
</tbody>
</table>

SubTotal: $176,797.50

SBE Discount: 0%

Total: $176,797.50

Other payments/discounts: 0%

*Moisture deduction on all OCC (5%)

### Price for Recyclable Materials Delivered by City:

- **Progressive Waste Solutions of Florida, Inc.**
  - Clearwater, FL
  - Terms: Net 30
  - Delivery: 1 Day

- **Recycling Services of Florida, Inc.**
  - Clearwater, FL
  - Terms: Net 30
  - Delivery: 1 Day

- **Waste Management Recycle America, LLC**
  - Houston, TX
  - Terms: Net 30
  - Delivery: 1 Day

### Other Payments/Discounts:

- Moisture deduction on all OCC (5%)
St. Petersburg Recycling

RESIDENTIAL RECYCLING
- aluminum cans
- cardboard
- cartons
- glass (all colors)

Please no plastic or garbage bags in recycling containers.

DROP-OFF RECYCLING

21 Recyling & Brush Site, 1000 62nd Ave. N.E.
22 Recyling & Brush Site, 7750 26th Ave. N.
23 Recyling & Brush Site, 2453 20th Ave. N.
24 Recyling & Brush Site, 2500 26th Ave. S.
25 Recyling & Brush Site, 4015 Dr. MLK Jr. St. S.

- aluminum cans
- appliances/mixed metal
- cardboard

(Drop-off recycling, Mon. - Fri. 9 a.m. - 5:30 p.m., Sat. - Sun. 8 a.m. - 5:30 p.m.)

www.stpete.org/brushsites

DROP-OFF RECYCLING continued (map)

33 Enoch Davis Center, 1111 18th Ave. S.
34 Fire Station #9, 475 66th St. N.
- aluminum cans

35 Kiwanis Park, 38th Ave. N and 18th St. N.
36 Main Library, 3745 9th Ave. N.
- cardboard, mixed paper, newspapers

37 Bay Vista Park, 7000 4th St. S.
38 Childs Park Sports Complex, 601 45th St. S.
39 Fossil Park, 6635 Dr. MLK Jr. St. N.
40 Lakewood Youth Assoc., 31st St. & 54th Ave. S.
41 Northwest Park, 2331 60th St. N.

- aluminum cans
- cardboard
- mixed paper
- newspaper

DROP-OFF RECYCLING - OTHER OPTIONS

In addition to the drop-off recycling sites listed, the city of St. Petersburg has over 100 drop-off sites for paper in the St. Petersburg community provided by Recycling Services of Florida. Visit the A to Z Guide for a complete list of sites.

ELECTRONICS RECYCLING

St. Petersburg residents may call the Sanitation Dept. at (727) 893-7398 to arrange a free pickup of a television or computer equipment. Call first, then put electronics at the curb on the date specified.

BUSINESS RECYCLING

Recycling containers for cardboard are available to businesses for a fee. Call (727) 893-7934.

MULTI-FAMILY RECYCLING

Requests for outdoor recycling containers for apartments or condos must come from the facility's manager. Recycling is not available for individual units. Facility managers may call (727) 893-7398.

CONTINUED ON REVERSE SIDE
St. Petersburg Recycling

RECYCLING GUIDELINES

No plastic bags please!

**Aluminum Cans** – Empty aluminum cans used for drinks or food. Rinse and crush if possible.

**Appliances/Mixed Metal** – Appliances or scrap metal.

**Cardboard** – Clean, empty, dry corrugated (3-layer) cardboard boxes or packaging. Please flatten boxes. Pizza boxes okay if no food or grease. If the bottom is greasy, tear it off and recycle the clean lid only.

**Cartons** – Clean, empty, no straws.

**Glass** – Empty glass bottles or jars (all colors). Labels okay. No caps or lids.

**Mixed Paper** – Any clean, dry paper item that tears, such as white or colored paper, shredded paper, office paper, magazines, catalogs, phone books, junk mail, envelopes, wrapping paper, or paperboard items such as cereal boxes. No paper towels or tissues.

**Newspapers** – Clean and dry newspapers (including inserts). No string or twine. It’s okay to put the newspapers inside a paper bag.

**Phone Books** – Recycle with mixed paper. Remove plastic wrap, bag, or magnets.

**Plastics #1-7** – Plastic bottles or containers marked with a recycling symbol and a number. Must be empty. Examples: soda bottle, milk jug, shampoo bottle, yogurt cup, margarine tub or deli container. Rinse and crush if possible. Labels okay. Caps okay but remove the cap from the bottle so that liquids dry out. Place the cap and the bottle in the bin. No plastic or garbage bags, Styrofoam or items without a recycling symbol.

**Steel (Tin) Cans** – Empty steel cans used for food such as soup or vegetable cans. Labels and lids okay. No aerosol cans or paint cans. Rinse if possible.

**Yard Waste** – Loose brush (no plastic or garbage bags) can be dropped off at any of the five Recycling & Brush Site drop off sites listed. Show proof of residency such as a water bill. Logs cannot exceed 5 feet in length or weigh over 300 pounds.

FREE MULCH PICK-UP (map)

- **58** Pinellas County Solid Waste Facility
  - 114th Ave. and 28th St. Bulk quantities of mulch available with free loading.
  - Open Mon. to Fri. 9 a.m. to 5:30 p.m., Sat. 9 a.m. to 3 p.m. Call (727) 93-7938.
  - www.stpete.org/brushsites

St. Petersburg Recycling & Brush Sites are open Mon. to Fri. 9 a.m. to 5:30 p.m., Sat. to Sun. 8 a.m. to 5:30 p.m. Phone (727) 893-7398.

YARD WASTE RECYCLING

- Bring loose brush (no plastic or garbage bags) to any of the five Recycling & Brush sites listed above. Logs cannot exceed 5 feet in length or weigh over 300 pounds. Show proof of residency such as a utility bill. www.stpete.org/brushsites

RECYCLER

City of St. Petersburg

MUNICIPAL CONTACT

City of St. Petersburg Sanitation Department/Residential Recycling, 893-7838
recycling@stpete.org
www.stpete.org/recycle

Click here to find out how to recycle MORE!
A RESOLUTION APPROVING THE THIRD AND FINAL RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH RECYCLING SERVICES OF FLORIDA, INC. FOR THE SALE OF RECYCLABLE MATERIAL BY THE SANITATION DEPARTMENT AT AN ESTIMATED ANNUAL REVENUE OF $83,608.25 FOR THIS RENEWAL TERM; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 15, 2014 City Council approved the award of a two-year agreement with three one-year renewal options to ("Agreement") Recycling Services of Florida, Inc. for the sale of recyclable material for the Sanitation Department; and

WHEREAS, on May 19, 2016, City Council approved the first renewal option; and

WHEREAS, on June 1, 2017, City Council approved the second renewal option; and

WHEREAS, the City desires to exercise the third and final renewal option; and

WHEREAS, Recycling Services of Florida, Inc. has agreed to hold prices firm under the terms and conditions of the Agreement; and

WHEREAS, the Procurement Department in cooperation with the Sanitation Department recommends approval of this renewal.

NOWthereforeBE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the third renewal option to the blanket purchase agreement with Recycling Services of Florida, Inc. for the sale of recyclable material by the Sanitation Department at an estimated annual revenue of $83,608.25 for this renewal term 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.

Legal:

City Attorney (Designee)
00374145
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: A resolution authorizing the Mayor or his designee to execute the participant agreement with Phillips & Jordan, Incorporated for disaster debris collection and removal services.

Explanation: On May 3, 2017, Pinellas County issued Request for Proposal No. 156-0491-P for disaster debris collection and removal services. On January 18, 2018, City Council approved the execution of an Interlocal agreement with Pinellas County and the City of St. Petersburg for disaster debris collection and removal services.

Approval to execute the participant agreement will allow the City to enter into a contract with Phillips & Jordan, Incorporated to provide disaster debris collection and removal services.

The contractor will provide all labor and equipment to mobilize, remove, clean up and dispose disaster debris caused by a natural or man-made disaster, such as a hurricane. Work may include road clearance, debris pick-up and removal from public right-of-ways, waterways, and public and private properties in the event of a declared emergency.

Additionally, the vendors would set up and maintain temporary debris management sites (DMS). The debris would be segregated into six categories: clean vegetative; vegetative debris containing other foreign matter; construction and demolition (C&D) debris, salvageable and recyclable debris; white goods; and hazardous or toxic waste. The contractor would grind clean vegetative debris, haul all remaining debris to a final disposal site and restore the DMS areas.

The contractor would also be required to provide disaster recovery technical support, including documentation for recovering funds from the State of Florida and FEMA’s Public Assistance Program. There will be no cost to the City for entering into this contract. This agreement will be effective from the date of approval through December 31, 2022.

The Procurement Department recommends approval to sign the participant agreement.

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: Resolution

Approvals:

[Signatures]

Administrative

Budget
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A PARTICIPANT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND PHILLIPS & JORDAN, INCORPORATED ("PHILLIPS & JORDAN"), FOR PHILLIPS & JORDAN TO PROVIDE DISASTER DEBRIS COLLECTION AND REMOVAL SERVICES AND RECOVERY DISASTER TECHNICAL SUPPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 18, 2018, City Council approved the execution of an Interlocal Agreement between the City of St. Petersburg, Florida ("City") and Pinellas County allowing the City to enter into contracts with providers (pre-approved contractors) of disaster debris collection and removal services, and recovery disaster technical support services awarded under Pinellas County's competitive proposal; and

WHEREAS, Administration desires to enter into a Participant Agreement ("Agreement") with Phillips & Jordan, Incorporated to provide disaster debris collection and removal services and recovery disaster technical support services; and

WHEREAS, the term of the Agreement will expire on December 31, 2022; and

WHEREAS, Administration recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a Participant Agreement between the City of St. Petersburg, Florida, and Phillips & Jordan, Incorporated ("Phillips & Jordan"), for Phillips & Jordan to provide disaster debris collection and removal services and recovery disaster technical support.

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)
00374422
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 17, 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 Second Amendment to License Agreement with Palmetto Park Crime Watch and Neighborhood Association, Inc., a Florida not-for-profit corporation, for the continued use of a surplus, unimproved City-owned parcel located at 2519 – 3rd Avenue South, St. Petersburg, as a "Community Garden", that extends the Term for an additional year expiring on May 31, 2019; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management received a request from Palmetto Park Crime Watch and Neighborhood Association, Inc. ("Licensee") to extend the term of its existing license agreement with the City ("License") for the use of a surplus, unimproved City-owned parcel located at 2519 – 3rd Avenue South, St. Petersburg ("Property") as a community garden. Through the adoption of Resolution No. 2016-221, on June 2, 2016, City Council approved the License for an initial Term of one (1) year, with extensions for up to two (2) successive one (1) year terms, that provided for the Licensee's use of the Property as a community garden to grow vegetables that will be distributed to the residents within the Palmetto Park neighborhood. This will be the final of the two (2) allowed extensions following the First Amendment to the License through the adoption of Resolution No. 2017-267, approved by City Council on May 4, 2017.

The Property has dimensions of 50 ft. x 127 ft. and is zoned NT-2 (Neighborhood Traditional Single-Family-2). The Property is legally described as follows:

Lot 14, Block 6, COLONIAL PLACE REVISED
Pinellas County Parcel I.D. No.: 23/31/16/17442/006/0140
Street Address: 2519 – 3rd Avenue South, St. Petersburg

The Licensee has executed a Second Amendment to the License for a term of one (1) year ("Renewal Term"), subject to City Council approval, with the terms and conditions providing the Licensee with the same basic rights and privileges it has enjoyed during the preceding Term. At the beginning of the Renewal Term, the Licensee shall pay a nominal fee of $12.00. The License provides that the Licensee shall be responsible for all applicable costs (including installation, deposits, and usage) for utilities associated with the Licensee’s use of the Property. Additionally, the Licensee shall maintain a $1,000,000 Commercial General Liability policy protecting the City against all claims which may arise or be claimed on account of the Licensee’s use of the Property.
The License may be terminated without cause by either party with thirty (30) days written notice prior to the scheduled date of termination. Under the terms of the License, "the City is under no obligation to locate or provide a replacement facility under any circumstances."

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Second Amendment to License Agreement with Palmetto Park Crime Watch and Neighborhood Association, Inc., a Florida not-for-profit corporation, for the continued use of a surplus, unimproved City-owned parcel located at 2519 – 3rd Avenue South, St. Petersburg, as a "Community Garden", that extends the Term for an additional year expiring on May 31, 2019; 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)
Lot 14, Block 6, COLONIAL PLACE REVISED
Pinellas County Parcel I.D. No.: 23/31/16/17442/006/0140
Street Address: 2519 – 3rd Avenue South, St. Petersburg
Resolution No. 2018 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SECOND AMENDMENT TO LICENSE AGREEMENT WITH PALMETTO PARK CRIME WATCH AND NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE CONTINUED USE OF A SURPLUS, UNIMPROVED CITY-OWNED PARCEL LOCATED AT 2519 – 3RD AVENUE SOUTH, ST. PETERSBURG, AS A "COMMUNITY GARDEN", THAT EXTENDS THE TERM FOR AN ADDITIONAL YEAR EXPIRING ON MAY 31, 2019; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management received a request from Palmetto Park Crime Watch and Neighborhood Association, Inc. ("Licensee") asking the City to extend the term of its existing license agreement ("License") for the use of a surplus, unimproved City-owned parcel located at 2519 – 3rd Avenue South, St. Petersburg ("Property") for one (1) year; and

WHEREAS, through the adoption of Resolution No. 2016-221, on June 2, 2016, City Council approved the License for an initial Term of one (1) year, with extensions for up to two (2) successive one (1) year terms that provided for the Licensee’s use of the Property as a community garden to grow vegetables that will be distributed to the residents within the Palmetto Park neighborhood, subject to City Council approval; and

WHEREAS, this will be the second (2nd) of the two (2) allowed extensions following the First Amendment to the License through the adoption of Resolution No. 2017-267, approved by City Council on May 4, 2017; and

WHEREAS, at the beginning of the Renewal Term, the Licensee shall pay a nominal fee of $12.00; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is authorized to execute a Second Amendment to License Agreement with Palmetto Park Crime Watch and Neighborhood Association, Inc., a Florida not-for-profit corporation, for the continued use of a surplus, unimproved City-owned parcel located at 2519 – 3rd Avenue South, St. Petersburg, as a "Community Garden" that extends the Term for an additional year expiring on May 31, 2019; and to execute all documents necessary to effectuate same.
This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]

City Attorney (Designee)

Legal: 00374604.doc v1

APPROVED BY:

[Signature]

Robert M. Gerdes, Administrator
Neighborhood Affairs

APPROVED BY:

[Signature]

Bruce E. Grimes, Director
Real Estate and Property Management
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with United Way Suncoast, Inc., a Florida not-for-profit corporation, to redefine the premises within a portion of City-owned Campbell Park located at approximately 601 – 12th Street South, St Petersburg, to add a modular building to the existing premises; and to extend the expiration date of the term to May 31, 2020 at a nominal fee for the extended term; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. (Requires an affirmative vote of at least six (6) members of City Council.)

EXPLANATION: On April 20, 2017, City Council approved Resolution No. 2017-249, recognizing a donation of $27,966 from United Way Suncoast, Inc. ("Licensee") to the City of St. Petersburg ("City") to support the City with the cost of obtaining a modular building through a lease with a third party vendor for a twenty-four (24) month period. Subsequently, on July 13, 2017, City Council approved Resolution No. 2017-388, authorizing the City to enter into a twenty-four (24) month License Agreement ("License") with United Way Suncoast, Inc. for the use of a modular building within City-owned Campbell Park, located at approximately 601 – 12th Street South, St. Petersburg ("Premises"), for the purpose of operating a Financial Empowerment Center ("Center").

The Licensee provides integrated services to the community, such as workforce development, income tax assistance, public and employer benefits assistance and financial coaching at the Center. The Licensee desires to license another modular building to situate adjacent to the current location of the Center to accommodate the need for additional space to provide its integrated services to the community.

In order to support the City leasing an additional modular building through a third party vendor for a twenty-four (24) month period, the Licensee agreed to donate $100,000 to the City. On April 5, 2018, City Council approved Resolution No. 2018-179, recognizing the donation of $100,000 from the Licensee to the City. Real Estate and Property Management received a request from Community Services to redefine the premises to accommodate the Licensee’s use of the additional modular building within Campbell Park.

The Licensee has executed a First Amendment to the License, for 1) increasing the quantity of modular buildings to two (2); 2) the term being extended to May 31, 2020; and 3) an additional $10.00 for the license fee, subject to City Council approval.
City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization "...the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior leases with this and other non-profit organizations. Under the terms of the License, "the City is under no obligation to provide a replacement facility under any circumstances."

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned Neighborhood Suburban Estate (NS-E).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with United Way Suncoast, Inc., a Florida not-for-profit corporation, to redefine the premises within a portion of City-owned Campbell Park located at approximately 601 – 12th Street South, St Petersburg, to add a modular building to the existing premises; and to extend the expiration date of the term to May 31, 2020 at a nominal fee for the extended term; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustrations and Resolution

APPROVALS: Administration: [Signature]

Budget: N/A

Legal: (As to consistency w/attached legal documents)
ILLUSTRATION NO. 1

Campbell Park
601 – 12th Street South, St. Petersburg
Resolution No. 2018 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH UNITED WAY SUNCOAST, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, TO REDEFINE THE PREMISES WITHIN A PORTION OF CITY-OWNED CAMPBELL PARK LOCATED AT APPROXIMATELY 601 - 12TH STREET SOUTH, ST PETERSBURG, TO ADD A MODULAR BUILDING TO THE EXISTING PREMISES, AND TO EXTEND THE EXPIRATION DATE OF THE TERM TO MAY 31, 2020 AT A NOMINAL FEE FOR THE EXTENDED TERM; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 20, 2017, City Council approved Resolution No. 2017-249, recognizing a donation of $27,966 from United Way Suncoast, Inc. ("Licensee") to the City of St. Petersburg ("City") to support the City with the cost of obtaining a modular building through a lease with a third party vendor for a twenty-four (24) month period; and

WHEREAS, subsequently, on July 13, 2017, City Council approved Resolution No. 2017-388, authorizing the City to enter into a twenty-four (24) month License Agreement ("License") with the Licensee for the use of a modular building within City-owned Campbell Park, located at approximately 601 - 12th Street South, St. Petersburg ("Premises"), for the purpose of operating a Financial Empowerment Center ("Center"); and

WHEREAS, the Licensee provides integrated services to the community, such as workforce development, income tax assistance, public and employer benefits assistance and financial coaching at the Center; and

WHEREAS, the Licensee desires to license another modular building to situate adjacent to the current location of the Center to accommodate the need for additional space to provide its integrated services to the community; and

WHEREAS, in order to support the City leasing an additional modular building through a third party vendor for a twenty-four (24) month period, the Licensee agreed to donate $100,000 to the City; and
WHEREAS, on April 5, 2018, City Council approved Resolution 2018-179, recognizing the donation of $100,000 from the Licensee; and

WHEREAS, Real Estate and Property Management received a request from Community Services to redefine the premises to accommodate the Licensee's use of the additional modular building within City-owned Campbell Park; and

WHEREAS, the Licensee has executed a First Amendment to the License for 1) increasing the quantity of modular buildings to two (2); 2) the term being extended to May 31, 2020; and 3) an additional $10.00 for the license fee, subject to City Council approval; and

WHEREAS, this License is in accordance with the policies established in Resolution No. 79-740A with the exception that the reserve for replacement requirement is being waived to reduce the organization's operating costs; and

WHEREAS, due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, these terms and conditions are consistent with prior leases with this and other non-profit organizations; and

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

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned Neighborhood Suburban Estate (NS-E).

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a First Amendment to the License Agreement with United Way Suncoast, Inc., a Florida not-for-profit corporation, to redefine the premises within a portion of City-owned Campbell Park located at approximately 601 – 12th Street South, St Petersburg, to add a modular building to the existing premises, and to extend the expiration date of the term to May 31, 2020 at a nominal fee for the extended term; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement of City Council Resolution No. 79-740A is waived.
This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

Legal: 00374620.doc v1

APPROVED BY:

Susan P. Ajoc, Director
Community Services

Michael J. Jefferis, Administrator
Leisure Services

APPROVED BY:

Bruce E. Grimes, Director
Real Estate & Property Management
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 17, 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 Pasadena Card Club, Inc., a Florida not-for-profit corporation, for the use of City-owned real property located at Ten Park Street North, St. Petersburg, Florida for a period of thirty-six (36) months, at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate and Property Management received a request from Pasadena Card Club, Inc. ("PCC") to enter into a new lease agreement for the use of a 3,156 sq. ft. building located within the northern portion of City-owned Sunset Park at Ten Park Street North, St. Petersburg Florida that PCC has utilized since 1966 for recreational and social activities.

PCC has executed a Lease Agreement ("Lease") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed in the preceding term. The rental rate is one dollar ($1.00) per month or thirty-six dollars ($36.00) for the entire term. The Lessee is responsible for all interior and exterior maintenance of the building and utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and insurance. Additionally, the Lessee will maintain a commercial general liability insurance policy in the amount of $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 the Lessee’s use of the Premises. The Lease may be terminated without cause by either party with one hundred eighty (180) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization "... the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior leases with this and other non-profit organizations. Under the terms of the lease, "the City is under no obligation to provide a replacement facility under any circumstances."
Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-E) Neighborhood Suburban Estate.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Pasadena Card Club, Inc., a Florida not-for-profit corporation, for the use of City-owned real property located at Ten Park Street North, St. Petersburg, Florida for a period of thirty-six (36) months, at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; 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)
Resolution No. 2018 - 

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH PASADENA CARD CLUB, INC., A FLORIDA NOT-FOR-ProFIT CORPORATION, FOR THE USE OF CITY-OWNED REAL PROPERTY LOCATED AT TEN PARK STREET NORTH, ST. PETERSBURG, FLORIDA FOR A PERIOD OF THIRTY-SIX (36) MONTHS, AT AN AGGREGATE RENT OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL Resolution No. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pasadena Card Club, Inc. ("Lessee") desires to continue to lease certain City-owned real property, which is classified as Park Property on the City Park and Waterfront map, for use as a facility for recreational and social activities; and

WHEREAS, the proposed Lease Agreement ("Lease") will be for a term of thirty-six (36) months, at an aggregate rent of $36.00, to be paid at the commencement of the Lease, with the Lessee assuming all maintenance and utility obligations; and

WHEREAS, the Lease is in accordance with the policies established in Resolution No. 79-740A provided, however, that due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, these terms and conditions are consistent with prior leases with this and other non-profit organizations; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is hereby authorized to execute a Lease Agreement with Pasadena Card Club, Inc., a Florida not-for-profit corporation, for the use of
City-owned real property located at Ten Park Street North, St. Petersburg, Florida for a period of thirty-six (36) months, at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00374648.doc v1

APPROVED BY:

Michael I. Jefferis, Administrator
Leisure Services

APPROVED BY:

Bruce E. Crimes, Director
Real Estate and Property Management
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: A resolution approving a supplemental appropriation in the amount of $355,000 from the unappropriated balance of the General Fund (0001) to the Real Estate & Property Management Department, Tangerine Plaza (360-2602); and providing an effective date.

EXPLANATION: The Tangerine Plaza located at 1794 - 22nd Street South, St. Petersburg, Florida is currently being managed and leased by The Sembler Company pursuant to the Shopping Center Management and Leasing Agreement effective July 27, 2017.

The Administration requests a supplemental appropriation in the amount of $355,000 from the unappropriated balance of the General Fund (0001) to the Real Estate & Property Management Department, Tangerine Plaza (360-2602).

The funds appropriated from the General Fund (0001) in the amount of $355,000 are needed to provide funding for: (i) the estimated monthly management fee (to Sembler) consisting of the greater of four percent (4%) of all receipts or $2,500, plus commission on leases, (ii) general and administrative costs of the Tangerine Plaza property in the amount of $200,000, (iii) security services in the amount of $42,000, (iv) roof repairs in the amount of $4,000, and (v) capital improvements including building painting in the amount of $45,000 and landscaping enhancements in the amount of $22,000.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution approving a supplemental appropriation in the amount of $355,000 from the unappropriated balance of the General Fund (0001) to the Real Estate & Property Management Department, Tangerine Plaza (360-2602); and providing an effective date.

COST/FUNDING INFORMATION: Tangerine Plaza is generating rental revenue through the management and leasing functions by The Sembler Company. Expected rental revenues since contract inception are estimated to be in the amount of $550,000 in the General Fund (0001). Funds for the above expenses in FY 2018 will be available after the approval of a supplemental appropriation in the amount of $355,000 from the unappropriated balance of the General Fund (0001) to the Real Estate & Property Management Department, Tangerine Plaza (360-2602).

Attachment: Resolution

Approvals: Administration:
Resolution No. 2018-

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $355,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE REAL ESTATE & PROPERTY MANAGEMENT DEPARTMENT, TANGERINE PLAZA (360-2602); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns Tangerine Plaza located at 1794 - 22nd Street South, St. Petersburg, Florida; and

WHEREAS, The Sembler Company ("Sembler") is managing Tangerine Plaza pursuant to the Shopping Center Management and Leasing Agreement effective July 27, 2017; and

WHEREAS a supplemental appropriation in the amount of $355,000 from the unappropriated balance of the General Fund (0001) to the Real Estate & Property Management Department, Tangerine Plaza (360-2602) is needed to provide funding for: (i) the estimated monthly management fee (to Sembler) consisting of the greater of four percent (4%) of all receipts or $2,500, plus commission on leases, (ii) general and administrative costs of the Tangerine Plaza property in the amount of $200,000, (iii) security services in the amount of $42,000, (iv) roof repairs in the amount of $4,000, and (v) capital improvements including building painting in the amount of $45,000 and landscaping enhancements in the amount of $22,000.

WHEREAS, the requested appropriations are funded by rental revenue received at the property.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the unappropriated balance of the General Fund (0001) the following supplemental appropriation for FY 2018:

General Fund (0001)
Real Estate & Property Management Department,
Tangerine Plaza (360-2602) $355,000

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal:

Budget:

Final 379959

Page 1 of 1
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 17, 2018

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of April 5, April 12, and April 19, 2018 City Council meetings.
A RESOLUTION APPROVING THE MINUTES OF
THE CITY COUNCIL MEETINGS HELD ON APRIL
5, APRIL 12, AND APRIL 19, 2018; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
the minutes of the City Council meetings held on April 5, April 12, and April 19, 2018 are hereby
approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM
AND SUBSTANCE:

__________
City Attorney or Designee
REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
Thursday, April 5, 2018 AT 8:30 A.M.

Chair Lisa Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Amy Foster, Brandi Gabbard, Charles Gerdes, Steve Kornell, Ed Montanari, and Lisa Wheeler-Bowman. Deputy Mayor/City Administrator Dr. Kanika Tomlin, Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent. Darden Rice.

A moment of silence was observed to remember the following fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month: Officer James A. Krupp – April 15, 1964.

In connection with the approval of the agenda, Vice-Chair Kornell moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

ADD CB-16 Approving a job order to PCL Construction, Inc. for COSME Lime sludge removal and disposal services for the Water Resources Department, at a total contract amount of $491,223.10.

DEFER E-1 Requesting to appear before City Council to request support to set new policy for those SPPD patrol officers who carry both a badge and gun, to be equipped with “Body Cameras” not Gun Cameras. [DEFERRED TO A FUTURE CITY COUNCIL MEETING]

INFO H-2 Ordinance authorizing the naming of the City’s Main Library after former President Barack Obama and an amendment of City Code to reflect such naming; authorizing the Mayor to initiate such naming and amendment by issuing a Mayoral proclamation in accordance with the ordinance.

ADD I-5 Requesting that the St. Petersburg City Council request a staff report in regard to the status of curbside recycling at the next available City Council meeting. (Vice-Chair Kornell)
Referring to the Housing, Land Use, and Transportation Committee a discussion to establish a dedicated local funding source for affordable housing development. (Councilmember Rice)

Approving an amendment to the Alternate Investment Policy dated December 18, 2014, to add the Kopsick Arboretum Investment Fund, certain donation funds, and negotiable credit holdings to such policy, to provide that the Investment Oversight Committee review the amount of the Water Cost Stabilization Fund subject to this policy on an annual basis, and to change Finance Directors title; approving an amendment to the City’s Investment Policy- municipal funds dated December 18, 2014, to change Finance Directors title; authorizing the Chief Financial Officer to make non-substantive changes to the Alternate Investment Policy and the City’s Investment Policy municipal funds.

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

Confirming the appointment and retention of Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, Pa, Greene, Ketchum, Farrell, Bailey & Tweel, LLP, Baron & Budd, PC, Hill Peterson Carper Bee & Deitzler, PLLC, Mchugh Fuller Law Group, Powell & Majestro, PLLC, and Law Office of Lucas Magazine as Special Legal Counsel to the City of St. Petersburg to perform legal services related to opioids; authorizing payment for such services.

In connection with approval of the Consent Agenda, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Kornell moved with the second of Councilmember Gabbard that the following resolutions be adopted approving the attached Consent Agenda as amended.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:
1. James Woodfield, 3943 12th Avenue North, spoke in support of the approval, financing and construction of the Janet Echelman sculpture.
2. Mack Hicks, 288 Beach Drive Northeast, spoke regarding noise issues in the City.
3. Angel Cintron, spoke regarding issues with Code Enforcement.
4. Laura Bryant, 3376 Bayshore Boulevard Northeast, spoke in support of the Janet Echelman sculpture.
5. Larry Biddle, 913 Prospect Court South, spoke in support of the Janet Echelman sculpture.
6. Martin Knaust, 1000 Monticello Boulevard, spoke in support of the Janet Echelman sculpture.
7. Rose Roby, 1624 Central Avenue, expressed her concerns regarding legal fees related to a citizen lawsuit.
8. Jeff Roby, 1624 Central Avenue, expressed his concerns regarding legal fees related to a citizen lawsuit.
9. John Muhammad, spoke regarding various issues throughout the City of St. Petersburg.
10. Dan Harvey, 1425 Central Avenue, spoke in support of the proposed James Brenner gateway markers in the EDGE District.
11. Ricardo Pierce, spoke in support of various new business items on the agenda.
12. Kelly Lee McFrederick, 340 1st Street Northeast #F, spoke in support of the Janet Echelman sculpture.

In connection with the Awards and Presentations portion of the agenda, Deputy Mayor/City Administrator Dr. Kanika Tomlin presented a Proclamation proclaiming the week of April 9 – 15, 2018 as National Public Safety Telecommunications Week.

In connection with the agenda, Police Chief Anthony Holloway gave remarks to Council regarding the deployment of school resource officers and the use of body cameras by police officers. No action was taken.

The Chair reviewed the Quasi-Judicial process to be followed. A presentation was made by Laura Duvekot, Historic Preservationist regarding the approval of the owner-initiated designation of North Shore Section-Welch’s Mediterranean Row Local Historic District as a local historic district to be listed in the St. Petersburg Register of Historic Places (City File HPC 17-90300005).

Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Peter Belmont, 102 Fareham Place North, spoke in support of the designation.

Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

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BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 108-HL entitled:

PROPOSED ORDINANCE NO. 108-HL


be adopted on second and final reading.


In connection with a Legal item, Assistant City Attorney Ken MacCollom gave a presentation to Council regarding the approval of settlement of a pending tort claim. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-181    A RESOLUTION APPROVING SETTLEMENT OF A TORT CLAIM INVOLVING LEIGH LOVELAND AND PROVIDING AN EFFECTIVE DATE.


In connection with a Legal item, Assistant City Attorney Joseph Patner gave a presentation to Council regarding the continued retention of Manson Bolves Donaldson Varn, P.S. as special legal counsel to the City to perform legal services. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Justin Bloom, spoke in opposition to the retention of special legal counsel.
2. Melissa Isaacs, 144 Coquina Bay Drive, spoke in opposition to the retention of special legal counsel.
3. Justine Ortiz, 957 10th Avenue South, spoke in opposition to the retention of special legal counsel.
Councilmember Foster moved with the second of Councilmember Gabbard that the following resolution be adopted as amended to include an Attorney Client Session to be held at the April 19, 2018 City Council meeting:

2018-182  A RESOLUTION APPROVING THE CONTINUED RETENTION OF MANSON BOLVES DONALDSON VARN, P.A. AS SPECIAL LEGAL COUNSEL TO THE CITY TO PERFORM LEGAL SERVICES RELATED TO THE CITIZEN LAWSUIT AND RELATED ISSUES FOR A TOTAL NOT TO EXCEED AMOUNT OF $500,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.


In connection with a Legal item, Assistant City Attorney Joseph Patner gave a presentation to Council regarding the appointment and retention of special legal counsel to the City to perform legal services. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Foster that the following resolution be adopted:

2018-183  A RESOLUTION CONFIRMING THE APPOINTMENT AND RETENTION OF LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA, GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP, BARON & BUDD, PC, HILL PETERSON CARPER BEE & DEITZLER, PLLC, MCHUGH FULLER LAW GROUP, POWELL & MAJESTRO, PLLC, AND LAW OFFICE OF LUCAS MAGAZINE AS SPECIAL LEGAL COUNSEL TO THE CITY OF ST. PETRSBURG TO PERFORM LEGAL SERVICES RELATED TO OPIOIDS; AUTHORIZING PAYMENT FOR SUCH SERVICES; AND PROVIDING AN EFFECTIVE DATE.


In connection with a new business item presented by Vice-Chair Kornell on behalf of Chair Lisa Wheeler-Bowman, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Budget, Finance & Taxation Committee for consideration to consider a broad discussion supporting small business and outreach.

In connection with a new business item presented by Vice-Chair Kornell on behalf of Chair Lisa Wheeler-Bowman, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Denise Deja, 528 Dartmoor Street North, spoke in support of the new business item.

Councilmember Foster moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Budget, Finance & Taxation Committee for consideration to consider a broad discussion regarding strong community benefits in agreements with developers, enacting ordinances and policies and other methods to establish baseline community benefits for future projects.


Chair Wheeler-Bowman was excused from the meeting at 10:52 a.m.

Vice-Chair Kornell recessed the meeting at 10:52 a.m. for a short break.

Vice-Chair Kornell reconvened the meeting at 10:58 a.m.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 324-H. Mayor Rick Kriseman gave a presentation to Council regarding the proposed Ordinance. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Greg Wasmund, 300 8th Street North #1202, spoke in support of the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 19, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 324-H

AN ORDINANCE AUTHORIZING THE NAMING OF THE CITY’S MAIN LIBRARY AFTER FORMER PRESIDENT BARACK OBAMA AND AN AMENDMENT OF CITY CODE TO REFLECT SUCH NAMING; AUTHORIZING THE MAYOR TO INITIATE SUCH NAMING AND AMENDMENT BY ISSUING A MAYORAL PROCLAMATION IN ACCORDANCE WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.
In connection with reports, Stephanie Lampe, Senior Housing Development Coordinator gave a presentation to Council regarding incentives in the 2018-2020 Local Housing Assistance Plan ("LHAP"). Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response.

The following person(s) were present but did not wish to speak:

1. Michelle Ligon, 2067 1st Avenue North, was in support of the proposed resolution.

Councilmember Foster moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-184 A RESOLUTION OF THE CITY COUNCIL ACCEPTING THE STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") AFFORDABLE HOUSING ADVISORY COMMITTEE'S AFFORDABLE HOUSING INCENTIVES RECOMMENDATIONS REPORT ("REPORT"); AUTHORIZING THE SUBMISSION OF THE HOUSING INCENTIVE STRATEGIES RECOMMENDED IN THE REPORT, TO THE FLORIDA HOUSING FINANCE CORPORATION ("FHFC"); AUTHORIZING ADMINISTRATION TO INCLUDE THE INCENTIVES IN THE 2018-2020 LOCAL HOUSING ASSISTANCE PLAN ("LHAP"); AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROPOSED REPORT.

In connection with reports, Stephanie Lampe, Senior Housing Development Coordinator gave a presentation to Council regarding the approval of the City’s Local Housing Assistance Plan under the State Housing Initiatives Partnership ("SHIP") program for FY 2018/19 through FY 2020/21 ("Proposed Plan"). Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gabbard moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Housing, Land Use & Transportation Committee for consideration to consider a referral of the quarterly report waiting list.

Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-185 A RESOLUTION APPROVING THE CITY’S LOCAL HOUSING ASSISTANCE PLAN UNDER THE STATE HOUSING INITIATIVES PARTNERSHIP (“SHIP”) PROGRAM FOR FY 2018/19 THROUGH FY 2020/21 (“PROPOSED PLAN”); AUTHORIZING THE SUBMISSION OF THE PROPOSED PLAN TO THE FLORIDA HOUSING FINANCE CORPORATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROPOSED PLAN; AND TO EXPEND FUNDS IN ACCORDANCE WITH THE PROPOSED PLAN UPON ITS APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; FINDING THAT FIVE PERCENT (5%) OF THE SHIP LOCAL HOUSING DISTRIBUTION PLUS FIVE PERCENT (5%) OF SHIP PROGRAM INCOME IS INSUFFICIENT TO PAY THE ADMINISTRATIVE COSTS OF THE CITY’S SHIP PROGRAM; AUTHORIZING UP TO TEN PERCENT (10%) OF THE CITY’S SHIP ALLOCATION PLUS TEN PERCENT (10%) OF THE CITY’S SHIP PROGRAM INCOME FOR ADMINISTRATIVE COSTS OF THE CITY’S SHIP PROGRAM; ADHERING TO THE PUBLISHED SHIP APPROVED METHODOLOGY FOR ESTABLISHING THE MAXIMUM PURCHASE PRICE LIMIT AS MAY BE AMENDED FROM TIME TO TIME; AND PROVIDING AND EFFECTIVE DATE.


Vice-Chair Kornell recessed the meeting at 11:31 a.m. for a lunch break.

Vice-Chair Kornell reconvened the meeting at 12:48 p.m.

In connection with the Budget, Finance & Taxation Committee report, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolutions be adopted:

2018-186 A RESOLUTION CONCERNING FUNDS USED TO SUPPORT THE GIZELLA KOPSICK ARBORETUM—PALMS AND CYCADS; CHANGING EXISTING CITY POLICIES FOR THE ADMINISTRATION OF THOSE FUNDS, AS REQUESTED BY THE CITY BEAUTIFUL COMMISSION; SUPPORTING AMENDMENT OF THE CITY’S ALTERNATIVE INVESTMENT POLICY TO REFLECT THOSE CHANGES; AND PROVIDING AN EFFECTIVE DATE.

2018-187 A RESOLUTION APPROVING AN AMENDMENT TO THE ALTERNATE INVESTMENT POLICY DATED DECEMBER 18, 2014, TO ADD THE KOPSICK ARBORETUM INVESTMENT FUND, CERTAIN DONATION
FUNDS, AND NEGOTIABLE CREDIT HOLDINGS TO SUCH POLICY, TO PROVIDE THAT THE INVESTMENT OVERSIGHT COMMITTEE REVIEW THE AMOUNT OF THE WATER COST STABILIZATION FUND SUBJECT TO THIS POLICY ON AN ANNUAL BASIS, AND TO CHANGE FINANCE DIRECTOR’S TITLE; APPROVING AN AMENDMENT TO THE CITY’S INVESTMENT POLICY—MUNICIPAL FUNDS DATED DECEMBER 18, 2014, TO CHANGE FINANCE DIRECTOR’S TITLE; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE NON-SUBSTANTIVE CHANGES TO THE ALTERNATE INVESTMENT POLICY AND THE CITY’S INVESTMENT POLICY—MUNICIPAL FUNDS; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance & Taxation Committee report of March 22, 2018 presented by Councilmember Gerdes.


In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-188 A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH KENNY CONSTRUCTION COMPANY FOR SANITARY SEWER INFLOW/INFILTRATION REHABILITATION CIPP LINING — FY17 FOR THE WATER RESOURCES AND ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENTS TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE FOR THE FIRST RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $2,330,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $4,580,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:
2018-189  A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH SAK CONSTRUCTION, LLC FOR SANITARY SEWER INFLOW/INFILTRATION PRIORITY AREA CIPP LINING – FY17 FOR THE WATER RESOURCES AND ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENTS TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE FOR THE FIRST RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $2,330,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $4,580,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

2018-190  A RESOLUTION ACCEPTING THE BIDS AND APPROVING THE AWARD OF THREE YEAR AGREEMENTS TO ACF STANDBY SYSTEMS LLC, FLANDERS ELECTRIC MOTOR SERVICE INC., PARAMOUNT POWER, INC. AND RING POWER CORPORATION FOR GENERATOR MAINTENANCE AND REPAIR SERVICES FOR THE WATER RESOURCES DEPARTMENT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $472,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-191  A RESOLUTION APPROVING THE CONTROL ESTIMATE FOR THE SWWRF LATE TRACK CAPACITY UPGRADES PROJECT PHASE I (ENGINEERING PROJECT NO. 18094-111; ORACLE NOS. 15956, 15965, 16401, 16405, 16406, 16407, 16408, 16409) IN AN AMOUNT NOT TO EXCEED $30,172,818; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SIXTH AMENDMENT TO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND THE HASKELL COMPANY DATED MARCH 22, 2017, AS AMENDED (“CONTRACT”), TO INCORPORATE THE ABOVE REFERENCED CONTROL ESTIMATE INTO THE CONTRACT AND MODIFY OTHER NECESSARY SECTIONS; AND PROVIDING AN EFFECTIVE DATE.
In connection with reports, Gary Jones, Planner gave a PowerPoint presentation to Council regarding the design, construction, and installation of gateway markers entitled "On Edge" at various locations in the EDGE District. Vice-Chair Komell asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Driscoll that the following resolution be adopted:

2018-192 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND JAMES BRENNER ("ARTIST"), FOR ARTIST TO DESIGN, FABRICATE, AND INSTALL A SERIES OF EXTERIOR ART PIECES ENTITLED "ON EDGE" AT VARIOUS LOCATIONS IN THE EDGE DISTRICT AT A COST OF $249,000, AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING THE CITY ATTORNEY OR DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 1109-V. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 19, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 1109-V

AN ORDINANCE APPROVING A VACATION OF A 159.97 FOOT PORTION OF 7TH AVENUE SOUTH AND A 25-FOOT RADIUS STREET EASEMENT IMMEDIATELY WEST OF 1ST STREET SOUTH ADJACENT TO LOT 1, U.S.F. REPLAT AND LOTS 2 AND 3, U.S.F. REPLAT NO. 3; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING AN EFFECTIVE DATE.

In connection with a new business item presented by Councilmember Gina Driscoll, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services & Infrastructure Committee for consideration to consider focused updates on city-owned Grow Smarter Opportunity Sites during future Public Services & Infrastructure (PSI) Committee meetings.


In connection with a new business item presented by Vice-Chair Steve Kornell, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Public Services & Infrastructure Committee for consideration to consider a report and update from our Legal Department on the effect of HB1149 and SB1308, which concerns discharging advanced treatment standard reclaimed water into the aquifer and several other issues of concern.


In connection with a new business item presented by Vice-Chair Steve Kornell, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully request a staff report in regard to the status of curbside recycling at the next available City Council meeting.


In connection with a new business item regarding a referral to the Housing, Land Use & Transportation Committee for consideration to consider a discussion to establish a dedicated local funding source for affordable housing development, no action was taken.

In connection with the Public Services & Infrastructure Committee report, the Clerk read the title of proposed Ordinance 325-H. Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Gabbard that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 19, 2018 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 325-H**

AN ORDINANCE AMENDING CHAPTER 20, ARTICLE II, SECTION 20-61; PROHIBITING ACTS OF RECKLESS ENDANGERMENT, HARASSMENT AND VOYEURISM VIA UNTETHERED OBJECTS; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A HEARING PROCESS TO RECOVER SEIZED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services & Infrastructure Committee report of March 22, 2018 presented by Vice-Chair Kornell.


The Housing, Land Use & Transportation Committee report of March 22, 2018 was deferred to the April 19, 2018 City Council meeting.

In connection with the Health, Energy, Resiliency & Sustainability Committee report, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Foster that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Health, Energy, Resiliency & Sustainability Committee report of March 22, 2018 presented by Councilmember Driscoll.


In connection with the Youth & Family Services Committee report, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Gabbard that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Youth & Family Services Committee report of March 22, 2018 presented by Councilmember Foster.

1. Approving the renewal of a blanket purchase agreement with Innovative Metering Solutions, Inc. for residential water meters, at an estimated annual cost of $600,000, for a total contract amount of $2,850,000.

2. Approving the renewal of a blanket purchase agreement with Boley Centers, Inc. for the management of the Summer Youth Intern Program (SYIP), at an estimated two-year cost of $550,000, for a total contract amount of $1,397,500.

3. Approving the renewal of a blanket purchase agreement to Neptune Technology Group, Inc., a sole source supplier, for commercial water meters for the Water Resources Department, at an estimated annual cost of $200,000, for a total contract amount of $800,000.

4. Approving a four-year agreement with Amazon Services Inc., for maintenance, repair and operating supplies, for all City Departments that utilize the P-Card program, at an estimated annual cost of $180,000 per year, for a total contract amount of $720,000.

5. Approving the renewal of a blanket purchase agreement with GrayRobinson, P.A. for disclosure counsel services, at an estimated two-year cost of $450,000, for a total contract amount of $660,000.

6. Approving three-year blanket purchase agreements with AGC Electric, Inc. and Universal Signs & Accessories, Inc. to supply, install and maintain pedestrian crosswalk assemblies for the Transportation & Parking Management Department, at an amount not to exceed $200,000 per year, for a total contract amount of $600,000.

7. Approving the renewal of blanket purchase agreements with Otis Elevator Company and Thyssenkrupp Elevator Corporation for elevator services, maintenance and repairs, at an estimated annual cost of $170,000, for a total contract amount of $561,375.

8. Approving three-year blanket purchase agreements with Escot Bus Lines, L.L.C., Limosouth, Inc. dba Carey Limousine of Tampa Bay, and The Looper Group, Inc. for special event transportation services, at an estimated annual cost of $185,000, for a total contract amount of $555,000.
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.

2018-164 1. Approving a five-year blanket purchase agreement with Graybar Electric Company Inc. for electrical supplies, at an estimated annual cost of $90,000, for a total contract amount of $450,000.

2018-165 2. Approving the purchase of heavy-duty vehicle lifts from Stertil-Koni USA, Inc. for the Fleet Management Department, at a total cost of $272,488.15.

2018-166 3. Approving the renewal of a blanket purchase agreement with Times Publishing Company, dba Tampa Bay Times, for newspaper advertisements, at an estimated annual cost of $100,000, for a total contract amount of $250,000.

2018-167 4. Accepting the bid from Hodge Management, LLC for the Coliseum Window Replacement Project, in the amount of $249,398 (Engineering Project No.15204-219, Oracle Project No.15113); and providing an effective date.

2018-168 5. Accepting a bid from Bayside Building Services Inc. for the Jamestown Apartments Maintenance Building Project, in the amount of $211,121.00 (Engineering/CID Project No. 16203-119; Oracle No. 15114); and providing an effective date.

6. Resolutions approving issuance of the historic property ad valorem tax exemption for the following properties and forwarding to the Pinellas County Board of County Commissioners.

2018-169 (a) The Keirn/Wehr Residence, located at 136 19th Avenue Northeast. (City File AVT 17-90400001)

2018-170 (b) The Matthews Residence, located at 449 11th Avenue North. (City File 17-90400003)

2018-171 7. Resolution approving the plat of Riviera Townhomes, generally located 1085, 1090, 1091 & 1095 Plaza Comercio Drive Northeast. (City File 16-20000012)
8. Approving a supplemental appropriation in the amount of $85,000 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Grants Capital Improvement Fund (3004) resulting from the revenue from an interlocal agreement with the City of Gulfport, Florida, to the Gulfport Osgood Point Bicycle/Pedestrian Trail Project (Oracle No. 16580); and providing an effective date.

9. Resolution approving Jabil, Inc. as an expansion of an existing business in the City as eligible for an economic development ad valorem tax exemption.

10. A resolution authorizing the Mayor or his designee to execute an Interlocal Agreement ("Agreement") between the City of St. Petersburg ("St. Petersburg") and the City of Treasure Island ("Treasure Island") for St. Petersburg to act as project manager and contribute certain funding in certain circumstances for the construction of the roadway and drainage improvements for a portion of the Treasure Island Causeway/Central Avenue located in the jurisdiction of St. Petersburg (St. Petersburg Oracle Project No. TBD; Engineering Project No. 18040-112) and all other documents necessary to effectuate the Agreement; authorizing the City Attorney's Office to make non-substantive changes to the agreement; and providing an effective date.

11. Authorizing the Mayor or his designee to execute Task Order No. 16-06-LWES/STB between the City of St. Petersburg, Florida ("City") and Land & Water Engineering Science, Inc. ("A/E") for A/E to provide professional engineering services related to the Shore Acres Tidal Resiliency Project Assessment in an amount not to exceed $76,928.73. (Engineering Project No. 18068-110; Oracle No. 16187).

12. Confirming the reappointment of Carol Radin as a regular member to the Commission on Aging to serve a three-year term ending December 31, 2020.

13. Resolution maintaining the size of the Consolidated Plan Ad Hoc Application Review Committee ("Committee") at nine (9) members; confirming the Mayor's appointments to the Committee for FY 2018/2019.

14. Approving the minutes of the March 1, March 8, and March 15, 2018 City Council meetings.

15. Recognizing a donation in the amount of $100,000 from United Way Suncoast to cover the cost of a two year lease and set up of a second modular building for the purposes of expanding the City's Financial Empowerment Center; approving a supplemental appropriation in the amount of $100,000 from the unappropriated balance of the General Fund (0001) to the Community Services Department, (083-1081) resulting from this donation to Campbell Park Financial Empowerment Center (16029).

16. Approving a job order to PCL Construction, Inc. for COSME Lime sludge removal and disposal services for the Water Resources Department, at a total contract amount of $491,223.10.
There being no further business Vice-Chair Kornell adjourned the meeting at 2:04 p.m.

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Steve Kornell, Vice-Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _______________________________________
Chan Srinivasa, City Clerk
Chair Lisa Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Brandi Gabbard, Charles Gerdes, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Mayor Rick Kriseman, Deputy Mayor/City Administrator Dr. Kanika Tomlin, City Attorney Jacqueline Kovlaritch, City Clerk Chan Srinivasa and Assistant to the City Clerk Cortney Phillips were also in attendance. Absent. Amy Foster. Steve Kornell.

Councilmember Kornell entered the meeting at 3:06 p.m.

In connection with the approval of the agenda, Councilmember Driscoll moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

ADD C-5 50th Anniversary of the Fair Housing Act Proclamation
ADD C-6 Imagine Museum Update
DEFER D-2 Homeless Leadership Board


In connection with the Awards and Presentations portion of the agenda, Alan Armstrong, Sunshine Film Festival Volunteer Coordinator gave a presentation to Council regarding the Sunshine Film Festival. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Leah McRae, Education & Community Engagement Director gave a brief background regarding USFSP Student Government. Deputy Mayor/City Administrator Dr. Kanika Tomlin presented a Proclamation proclaiming April 12, 2018 as University of South Florida St. Petersburg Student Government Day.
In connection with the Awards and Presentations portion of the agenda, Deputy Mayor/City Administrator Dr. Kanika Tomlin presented a Proclamation proclaiming April 22, 2018 as Earth Day.

In connection with the Awards and Presentations portion of the agenda, Assistant City Administrator Tom Greene presented a Proclamation proclaiming the month of April 2018 as Water Conservation Month.

In connection with the Awards and Presentations portion of the agenda, Councilmember Brandi Gabbard presented a Proclamation proclaiming the month of April 2018 as Fair Housing Month.

In connection with the Awards and Presentations portion of the agenda, Trish Duggan, Imagine Museum Benefactor gave a presentation to Council regarding the Imagine Museum Update. No action was taken.

In connection with the Land Use & Transportation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Land Use & Transportation Committee report presented by Councilmember Rice.


In connection with the Public Arts Commission report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Arts Commission report presented by Councilmember Driscoll.


In connection with the Tampa Bay Regional Planning Council report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Kornell that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Tampa Bay Regional Planning Council report presented by Councilmember Gabbard.


In connection with a Legal item, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council defer the Attorney-Client Session and request an opinion from Legal regarding having public discussion or an Attorney-Client Session in conjunction with the lawsuit styled Suncoast Waterkeeper, Our Childrens Earth Foundation, and Ecological Rights Foundation, Case No: 8:16-cv-3319-JDW-AEP.


There being no further business Chair Wheeler-Bowman adjourned the meeting at 4:33 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: __________________________
Chan Srinivasa, City Clerk
Chair Lisa Wheeler-Bowman called the meeting to order with the following members present: Gina Driscoll, Amy Foster, Brandi Gabbard, Charles Gerdes, Steve Kornell, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Deputy Mayor/City Administrator Dr. Kanika Tomlin, Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Patricia Beneby were also in attendance. Absent. None.

In connection with the approval of the agenda, Councilmember Rice moved with the second of Vice-Chair Komell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that Council approve the agenda with the following changes as amended:

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

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

ADD E-6 Skyway Marina District Mayday Race Presentation (Vice-Chair Kornell)

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

ADD F-3 Referring to the Housing, Land Use, and Transportation Committee, a discussion of potential Council actions aimed at protecting tenant’s rights. (Councilmember Foster)
ADD F-4 Requesting a presentation and related discussion about cooperative housing to the Housing, Land Use, and Transportation Committee. (Councilmember Gabbard)

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

INFO F-5(a) A resolution supporting state funding of arts and culture; urging the State Legislature to support and pass legislation restoring funding of arts and culture to prior levels; instructing the City Clerk to transmit this resolution to certain persons and entities.

ADD G-2(a) Approving the scope of services for a management evaluation of the Sanitation Department; authorizing the administration to issue the Request for Proposal for a management evaluation of the Sanitation Department.

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

INFO H-3 Litigation regarding firearm preemption.

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

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


In connection with approval of the Consent Agenda, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Rice that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with reports, Vice-Chair Kornell gave a brief video presentation regarding the Skyway Marina District Mayday Race. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:
1. Jared Hampton, spoke regarding gun safety.
2. Nicole Leary, spoke regarding gun safety.
4. David Ramsey, spoke regarding the Janet Echelman Sculpture.
5. Patrick Leary, spoke regarding gun safety.
6. Hugh Tulloch, spoke regarding a noise ordinance.
7. Sharon Winters, spoke regarding firearm preemption litigation.
8. Debby Obst, spoke regarding the renaming of the St. Petersburg Main Library.
10. Vince Cocks, spoke regarding gun safety.

In connection with a Legal item, Mayor Rick Kriseman and Assistant City Attorney Joseph Patner gave a presentation to Council regarding firearm preemption litigation. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Jan Neuberger, 6848 16th Way South, spoke in support of the preemption litigation and proposed resolution.
2. Park Chapman, 1535 Eden Isle Boulevard Northeast, spoke in support of the preemption litigation and proposed resolution.
3. Greg Stemon, 103 19th Avenue Southeast, spoke in support of the preemption litigation and proposed resolution.

Vice-Chair Kornell moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-206 A RESOLUTION AUTHORIZING THE CITY OF ST. PETERSBURG, FLORIDA TO INTERVENE IN A LAWSUIT CHALLENGING THE ONEROUS PENALTY PROVISIONS SET FORTH IN SECTION 790.33, FLORIDA STATUTES; CONFIRMING THE APPOINTMENT AND RETENTION OF WEISS SEROTA HELFMAN COLE & BIERMAN AS SPECIAL LEGAL COUNSEL TO THE CITY OF ST. PETERSBURG TO PERFORM LEGAL SERVICES AS CO-COUNSEL RELATED TO THE PENALTY CHALLENGE; APPROVING A LETTER AGREEMENT RELATED TO SUCH ENGAGEMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with a Legal item, Assistant City Attorney Danielle Martin gave a presentation to Council regarding the legal update for the lawsuit styled Barry Books, Employee/Claimant v. City of St. Petersburg/Employer and Commercial Risk Management/Servicing Agent, OJCC Case No. 17-025264SLR, D/A 5/23/2016. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.
Vice-Chair Kornell moved with the second of Councilmember Gabbard that the following resolution be adopted:


In connection with reports, Alan DeLisle, City Development Administrator and Planner Rick Smith gave a presentation to Council regarding a blanket purchase agreement with Pinellas Ex-Offender Re-Entry Coalition, Inc. for the Workforce Readiness and Development Program. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Foster that the following resolution be adopted:

2018-208  A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH PINELLAS EX-OFFENDER RE-ENTRY COALITION, INC. FOR EXPANSION OF THE WORKFORCE READINESS AND DEVELOPMENT PROGRAM FOR THE PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT TO EXTEND THE TERM FOR AN ADDITIONAL TWO-YEAR PERIOD AND INCREASE THE CONTRACT PRICE FOR THE RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $600,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $649,928; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Sophia Sorolis, Economic Development Manager gave a presentation to Council regarding Project B7111450363 ("Project"), a confidential project, pursuant to Section 288.075, Florida Statutes be approved as a Qualified Target Industry ("QTI") Business pursuant to Section 288.106, Florida Statutes. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Rice moved with the second of Councilmember Gerdes that the following resolution be adopted:
A RESOLUTION RECOMMENDING THAT PROJECT B7111450363 ("PROJECT"), A CONFIDENTIAL PROJECT PURSUANT TO SECTION 288.075, FLORIDA STATUTES, BE APPROVED AS A QUALIFIED TARGET INDUSTRY ("QTI") BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES WITH AN AVERAGE PRIVATE SECTOR WAGE COMMITMENT CALCULATION BASED ON 150% OF THE AVERAGE STATE OF FLORIDA WAGE; FINDING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR THE PROJECT EXIST; COMMITTING $30,000 AS THE CITY'S SHARE OF THE LOCAL FINANCIAL SUPPORT FOR THE PROJECT BEGINNING IN STATE FY 2020, SUBJECT TO ANNUAL APPROPRIATIONS AND CONDITIONED ON THE PROJECT MEETING STATUTORY REQUIREMENTS; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Deputy Mayor/City Administrator Dr. Kanika Tomlin gave a presentation to Council regarding the Health in All Policies (HiAP) Resolution. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Rice moved with the second of Councilmember Gerdes that the following resolution be adopted:

A RESOLUTION ESTABLISHING THE POLICY OF THE CITY OF ST. PETERSBURG TO APPLY A "HEALTH IN ALL POLICIES" APPROACH TO THE CITY'S DECISION-MAKING, INCLUDING POLICY DEVELOPMENT AND IMPLEMENTATION, BUDGETING AND SERVICE DELIVERY; SUPPORTING THE DECISION TO HIRE DEDICATED PLANNERS TO IMPLEMENT HEALTH IMPACT ASSESSMENTS TO ENSURE THAT PROJECTS ARE EVALUATED BASED ON THEIR HEALTH IMPLICATIONS IN ADDITION TO TRADITIONAL METRICS; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Alan DeLisle, City Development Administrator gave the first part of a presentation to Council regarding the “New St. Pete Pier”. No action was taken.

Chair Wheeler-Bowman recessed the Council meeting at 5:33 p.m. for a lunch break.

Chair Wheeler-Bowman reconvened the Council meeting at 6:15 p.m.
Chair Wheeler-Bowman recessed the City Council meeting at 6:16 p.m. and convened as the Community Redevelopment Agency.

The City Council was reconvened at 6:48 p.m.

In connection with public hearings, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. JoAnn Nesbitt, 2012 Auburn Street South, spoke in support of the proposed resolutions.
2. Richard Pierce, 939 Beach Drive Northeast, spoke in support of the proposed resolutions.

Vice-Chair Kornell moved with the second of Councilmember Gabbard that the following resolution be adopted as amended by the Community Redevelopment Agency:

2018-211 A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO DISPOSE OF BLIGHTED PROPERTIES; APPROVING AND ADOPTING POLICIES AND PROCEDURES TO PROVIDE FOR SAID DISPOSITION AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.


Vice-Chair Kornell moved with the second of Councilmember Gerdes that the following resolution be adopted:

2018-212 A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO DISPOSE OF FORECLOSURE PROPERTIES LISTED BELOW THROUGH THE PROCESS SET FORTH IN THE FORECLOSURE PROPERTIES DISPOSITION POLICY AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Kornell moved with the second of Councilmember Montanari that the following resolutions be adopted:

2018-213 A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1588 ("LCA 1588") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES;
AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

2018-214 A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1234 ("SEC 1234") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

2018-215 A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 460 ("DMO NO. 460") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 1109-V. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1109-V entitled:

PROPOSED ORDINANCE NO. 1109-V

AN ORDINANCE APPROVING A VACATION OF A 159.97 FOOT PORTION OF 7TH AVENUE SOUTH AND A 25 FOOT RADIUS STREET EASEMENT IMMEDIATELY WEST OF 1ST STREET SOUTH ADJACENT TO LOT 1, U.S.F. REPLAT AND LOT 2 AND 3, U.S.F. REPLAT NO. 3; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.
In connection with public hearings, the Clerk read the title of proposed Ordinance 325-H. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 325-H entitled:

PROPOSED ORDINANCE NO. 325-H

AN ORDINANCE AMENDING CHAPTER 20, ARTICLE II, SECTION 20-61; PROHIBITING ACTS OF RECKLESS ENDANGERMENT, HARASSMENT AND VOYEURISM VIA UNTETHERED OBJECTS; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR A HEARING PROCESS TO RECOVER SEIZED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

In connection with public hearings, the Clerk read the title of proposed Ordinance 324-H. Deputy Mayor/ City Administrator Dr. Kanika Tomlin gave a presentation to Council regarding the proposed Ordinance. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Patricia Buchanan, 450 5th Avenue North, expressed her concerns regarding the proposed Ordinance.

Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 324-H entitled:

PROPOSED ORDINANCE NO. 324-H

AN ORDINANCE AUTHORIZING THE NAMING OF THE CITY'S MAIN LIBRARY AFTER FORMER PRESIDENT BARACK OBAMA AND AN AMENDMENT OF CITY CODE TO REFLECT SUCH NAMING; AUTHORIZING THE MAYOR TO INITIATE SUCH NAMING AND AMENDMENT BY ISSUING A MAYORAL PROCLAMATION IN ACCORDANCE WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.
In connection with reports, Raul Quintana, City Architect continued the presentation to Council regarding the “New St. Pete Pier”. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Debi Mazor, 300 2nd Avenue Southeast, #30, spoke in opposition to consulting services related to naming rights for the new St. Pete Pier.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-216  A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL IN THE AMOUNT OF $15,030,610 SUBMITTED BY SKANSKA USA BUILDING, INC. ("SKANSKA") ON APRIL 3, 2018, FOR THE PIER APPROACH PROJECT; AUTHORIZING PAYMENT IN THE AMOUNT OF $121,500 TO SKANSKA FOR ADDITIONAL PRECONSTRUCTION PHASE SERVICES RELATED TO THE DOC FORD’S RESTAURANT, GATEWAY ENTRANCE, PLAYGROUND EQUIPMENT, AND THE ENVISION CERTIFICATION PROCESS; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JANUARY 10, 2017, ("CONTRACT"), TO INCORPORATE THE GMP PROPOSAL INTO THE CONTRACT, ADD THE ADDITIONAL PRECONSTRUCTION PHASE SERVICES, REVISE THE DISADVANTAGED WORKER AND APPRENTICES PROVISION TO CLARIFY GOOD FAITH EFFORTS AND RETAINER, AND MODIFY OTHER NECESSARY PROVISIONS; APPROVING A TRANSFER IN THE AMOUNT OF $300,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR UNFORESEEN CONDITIONS CONTINGENCY; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $300,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (15377); RESCINDING AN UNENCUMBERED APPROPRIATION IN THE NEIGHBORHOOD & CITYWIDE INFRASTRUCTURE FUND (3027) IN THE AMOUNT OF $700,000 FROM THE SEAWALL RENOVATIONS & REPLACEMENT FY18 PROJECT (16184); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,120,000 FROM THE UNAPPROPRIATED BALANCE OF THE NEIGHBORHOOD & CITYWIDE INFRASTRUCTURE FUND (3027)
TO THE PIER APPROACH PROJECT (15377) FOR REPLACEMENT OF THE SEAWALL CAP; ACKNOWLEDGING THAT FUNDING FOR THE NEW POTABLE AND RECLAIMED WATER MAINS, AND SEWER MAIN HAVE BEEN PREVIOUSLY APPROPRIATED IN THE WATER RESOURCES CAPITAL IMPROVEMENT FUND (4003) (ENGINEERING & CID PROJECT NOS. 09227-119 AND 18234-019; ORACLE PROJECT NOS. 15377, 16031, 16345 AND 16351); AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-217  A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND W ARCHITECTURE AND LANDSCAPE ARCHITECTURE, LLC. (“A/E”) DATED AUGUST 25, 2016, FOR A/E TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE PIER APPROACH PROJECT IN AN AMOUNT NOT TO EXCEED $589,254; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED OF $2,457,284; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-218  A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH DF ST. PETE, LLC D/B/A DOC FORD’S RUM BAR & GRILL, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE DEVELOPMENT AND OPERATION OF A RESTAURANT ON THE PELICAN PARKING LOT WITHIN THE NEW ST. PETE PIER™ FOR A TEN (10) YEAR TERM WITH AN ANNUAL BASE RENT OF $270,000, EXCLUDING TAXES, PLUS PERCENTAGE RENT AND COMMON AREA MAINTENANCE CHARGES COMMENCING UPON OPERATIONS, AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-219  A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND EARTHSCAPE PLAY INC. ("EARTHSCAPE") TO DESIGN, FABRICATE AND OVERSEE THE INSTALLATION OF CHILDREN'S PLAYGROUND EQUIPMENT AT THE PIER APPROACH FOR AN AMOUNT NOT TO EXCEED $700,000; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A TRANSFER IN THE AMOUNT OF $1,000,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR THE PURCHASE AND INSTALLATION OF THE PIER PLAYGROUND EQUIPMENT AND OTHER PROJECT RELATED EXPENSES; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,000,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (ENGINEERING PROJECT NO. 09227-119; ORACLE PROJECT NO. 15377); AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-220  A RESOLUTION RECOGNIZING THE DONATION FROM THE AMERICAN ACADEMY OF DERMATOLOGIST IN THE AMOUNT OF $250,000 TO BE USED TOWARDS THE CONSTRUCTION OF A SHADE STRUCTURE AT THE NEW ST. PETE PIER™; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $250,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENTS FUND (3001), RESULTING FROM THE ABOVE DONATION, TO THE PIER VISIONING PROJECT (ENGINEERING & CID PROJECT NO. 09227-019; ORACLE PROJECT NO. 11988); AND PROVIDING AN EFFECTIVE DATE.

Councilmember Gerdes moved with the second of Councilmember Rice that the following resolution be adopted:

2018-221 A RESOLUTION APPROVING AN AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND SPORTS AND PROPERTIES, INC. TO PROVIDE CONSULTING SERVICES RELATED TO NAMING RIGHTS FOR THE NEW ST. PETE PIERTM IN AN AMOUNT NOT TO EXCEED $98,000 IN ADDITION TO COMMISSIONS BASED ON A PERCENTAGE OF REVENUE GENERATED FROM THE RESULTING NAMING RIGHTS AGREEMENTS; AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.


Chair Wheeler-Bowman recessed the meeting at 7:46 p.m. for a short break.

Chair Wheeler-Bowman reconvened the meeting at 7:57 p.m.

In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

In connection with a new business item presented by Councilmember Brandi Gabbard, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully request Administration provide to the Housing, Land Use & Transportation Committee, or other relevant committee, a status report on the Rebates for Rehab Program.


In connection with a new business item presented by Councilmember Brandi Gabbard, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully request Administration consider the creation of a Community Housing Council to allow all community stakeholders a regularly scheduled forum to discuss housing related issues.
In connection with a new business item presented by Councilmember Brandi Gabbard, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Vice-Chair Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Housing, Land Use, and Transportation Committee for consideration to consider a presentation and related discussion about cooperative housing.

In connection with a new business item presented by Councilmember Amy Foster, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Housing, Land Use, and Transportation Committee for consideration to consider a discussion of potential Council actions aimed at protecting tenant’s rights.

In connection with a new business item presented by Vice-Chair Steve Kornell, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Kornell moved with the second of Councilmember Gabbard that the following resolution be adopted:

2018-222 A RESOLUTION SUPPORTING STATE FUNDING OF ARTS AND CULTURE; URGING THE STATE LEGISLATURE TO SUPPORT AND PASS LEGISLATION RESTORING FUNDING OF ARTS AND CULTURE TO PRIOR LEVELS; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

In connection with the Housing, Land Use & Transportation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Gabbard that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing, Land Use & Transportation Committee report of March 22, 2018 presented by Councilmember Rice.


In connection with the Public Services & Infrastructure Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Komell moved with the second of Councilmember Montanan that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services & Infrastructure Committee report of April 12, 2018 presented by Vice-Chair Komell.


In connection with the Health, Energy, Resiliency & Sustainability Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Health, Energy, Resiliency & Sustainability Committee for consideration to consider a discussion regarding plastic straws.


Councilmember Rice moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Health, Energy, Resiliency & Sustainability Committee report of April 12, 2018 presented by Councilmember Rice.


In connection with the Budget, Finance & Taxation Committee report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:
2018-223  A RESOLUTION APPROVING THE SCOPE OF SERVICES FOR A MANAGEMENT EVALUATION OF THE SANITATION DEPARTMENT; AUTHORIZING THE ADMINISTRATION TO ISSUE THE REQUEST FOR PROPOSAL FOR A MANAGEMENT EVALUATION OF THE SANITATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance & Taxation Committee report of April 12, 2018 presented by Councilmember Gerdes.

CONSENT AGENDA
COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda A
April 19, 2018

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

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

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

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

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

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

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

2018-197 1. Approving the donation of a rescue vehicle valued at $7,000 to the Bradenton Police Department.

2018-198 2. Resolution approving the plat of 5th Avenue Townhomes, generally located at 111 and 121 5th Avenue North between 2nd Street North and 1st Street North, north of 5th Avenue North. (City File: 16-20000015)

2018-199 3. A resolution authorizing the Mayor, or his designee, to execute a License Agreement with The Deuces Live, Inc. ("The Deuces"), a Florida non-profit corporation, for use of a ±200 sq. ft. portion of the green space ("Property") within City-owned property located at approximately 2241 – 9th Avenue South, St. Petersburg, Florida, for the placement of a storage unit to store equipment and materials relative to its business activities, at a nominal use fee of $36.00; and authorizing removal of the Property from the Premises controlled under the Memorandum of Understanding by the Dr. Carter G. Woodson African American Museum, Inc. for use by The Deuces.

2018-200 4. A resolution authorizing the Mayor, or his designee, to execute a five (5) year License Agreement with Paul and Angela Nimmo, for an annual fee of $50.00, to fence a portion of a City-owned property located in Safety Harbor for the City’s 36-Inch Water Transmission Main.

2018-201 5. A resolution authorizing the Mayor, or his designee, to execute a thirty-six (36) month lease agreement with The Canterbury School of Florida, Inc., a Florida not-for-profit corporation, for the use of an area outside the referendum approved leased premises, as illustrated and legally described in the attached Exhibit "A" as Subject Area of Short-Term Lease. (Requires affirmative vote of at least six (6) members of City Council.)

2018-202 6. Approving the first Amendment to the architect/engineering Agreement between the City of St. Petersburg, Florida ("City") and Land & Waters Engineering Science, Inc. ("A/E"), dated February 7, 2017 for A/E to provide construction administration services related to the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvements in an amount not to exceed $32,338.78, providing that the total contract
amount shall not exceed $389,265.78 (Engineering Project No. 16016-110 Oracle No. 15074); authorizing the mayor or his designee to execute the first Amendment; and providing an effective date.

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

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

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

There being no further business Chair Wheeler-Bowman adjourned the meeting at 9:51 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:  
Chan Srinivasa, City Clerk
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

SUBJECT: Approving a supplemental appropriation in the amount of $19,930.50 from the increase in the unappropriated balance of the General Fund (0001), resulting from the cash grant match received from Venetian Isles Homeowners Association, Inc., to the Community Services Department (083-1081); and providing an effective date.

BACKGROUND: The City of St. Petersburg initiated a Neighborhood Partnership Grant program in 1993. The original intent of the program was to provide resources for neighborhoods outside of the planning areas for right-of-way enhancements in their communities. The program evolved to allow city-recognized neighborhoods and business districts the opportunity to request funding for area improvements. The grantee is required to provide a match equal in value to the grant amount requested. Eligible match can be cash, in-kind or volunteer hours.

Typical improvement projects have included: neighborhood identity signs, landscaping and decorative lighting. Majority of the neighborhood matches have been in volunteer hours valued at $24 per hour.

The Venetian Isles Homeowners Association, Inc. applied and received a Neighborhood Partnership Grant in the amount of $19,930.50 for three neighborhood identity signs. The grant agreement requires Venetian Isles Homeowners Association, Inc. to provide a match in the amount of $19,930.50. The association submitted a check in the amount of $19,930.50 for their required match. Therefore, Administration is requesting a supplemental appropriation in the amount of $19,930.50 from the increase in the unappropriated balance of the General Fund (0001), resulting from the cash grant match received from Venetian Isles Homeowners Association, Inc., to the Community Services Department (083-1081).

RECOMMENDATION Administration recommends that City Council approve the attached resolution approving a supplemental appropriation in the amount of $19,930.50 from the increase in the unappropriated balance of the General Fund (0001), resulting from the cash grant match received from Venetian Isles Homeowners Association, Inc. to the Community Services Department, (083-1081).

COST/FUNDING/ASSESSMENT INFORMATION: The Venetian Isle Homeowners Association, Inc. provided a $19,930.50 cash match to cover partial cost of their neighborhood identity signs. A supplemental appropriation in the amount of $19,930.50 from the increase in the unappropriated balance of the General Fund (0001), resulting from the cash grant match received from Venetian Isles Homeowners Association, Inc. to the Community Services Department, (083-1081) will be necessary.

ATTACHMENTS: Resolution

APPROVALS: Administration: Budget and Management: 

5/17/18
RESOLUTION NO. 2018 –
A RESOLUTION APPROVING A SUPPLEMENTAL
APPROPRIATION IN THE AMOUNT OF $19,930.50 FROM
THE INCREASE IN THE UNAPPROPRIATED BALANCE OF
THE GENERAL FUND (0001), RESULTING FROM THE CASH
GRANT MATCH RECEIVED FROM VENETIAN ISLES
HOMEOWNERS ASSOCIATION, INC. TO THE COMMUNITY
SERVICES DEPARTMENT, (083-1081); AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg started the Neighborhood Partnership Grant
Program in 1993, to provide resources to neighborhood associations for community improvements; and

WHEREAS, the Neighborhood Partnership Grant Program requires the grantee to match
the award with the same dollar value through volunteer hours, in-kind services or cash; and

WHEREAS, the Venetian Isles Homeowners Association, Inc. was awarded a
Neighborhood Partnership Grant in the amount of $19,930.50 for three neighborhood identity signs
WHEREAS, the grant agreement requires Venetian Isles Homeowners Association, Inc. to
provide a match in the amount of $19,930.50; and

WHEREAS, the Venetian Isles Homeowners Association, Inc. submitted their cash match
of $19,930.50 to cover the remaining cost of the signs; and

WHEREAS, such funding will be available after a supplemental appropriation from the
increase in the unappropriated balance of the General Fund (0001), resulting from the cash grant match
received from Venetian Isles Homeowners Association, Inc. to the Community Services Department, (083-
1081).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg,
Florida, that there is hereby approved from the increase in the unappropriated balance of the General Fund
(0001), resulting from the cash grant match received from Venetian Isles Homeowners Association, Inc.,
the following supplemental appropriation for FY 2018:

General Fund (0001)
Community Services Department, (083-1081) $19,930.50

This Resolution shall take effect immediately upon its adoption.

Approvals:
Legal:
Administration:
Budget and Management:

Legal: 374254
TO: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council
FROM: Macall Dyer, Managing Assistant City Attorney
DATE: Meeting of May 17, 2018
SUBJECT: Hearing Officers – Chronic Nuisance Appeals

Attached are resumes from (1) Erin Woolums Meza (listed by the Florida Bar as Erin Woolums) and (2) Erin K. Barnett, local attorneys who are licensed to practice law in the State of Florida and qualified to be appointed as Hearing Officers to conduct quasi-judicial hearings for chronic nuisance appeals in accordance with section 9-65 of the St. Petersburg City Code.

Their compensation will be $100 per hour and they will be paid a minimum of one hour’s compensation for each hearing. Any time spent over one hour per hearing shall be prorated to the nearest quarter of an hour.
A RESOLUTION APPOINTING ERIN WOOLUMS MEZA (LISTED BY THE FLORIDA BAR AS ERIN WOOLUMS) AND ERIN K. BARNETT AS HEARING OFFICERS TO EXERCISE THE POWERS AS PROVIDED IN ST. PETERSBURG CITY CODE SECTION 9-65; AUTHORIZING THE CITY ATTORNEY OR HER DESIGNEE TO PREPARE AND EXECUTE A SERVICE AGREEMENT WITH BARNETT WOOLUMS, P.A.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Erin Woolums Meza (listed by the Florida Bar as Erin Woolums) and Erin K. Barnett, are local attorneys licensed to practice law in the State of Florida and otherwise qualified to be appointed as Hearing Officers for the City to conduct quasi-judicial hearings for chronic nuisance appeals in accordance with section 9-65 of the St. Petersburg City Code; and

WHEREAS, City Attorney recommends the appointment of Erin Woolums Meza (listed by the Florida Bar as Erin Woolums) and Erin K. Barnett as Hearing Officers for the City to conduct quasi-judicial hearings for chronic nuisance appeals in accordance with section 9-65 of the St. Petersburg City Code.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Erin Woolums Meza (listed by the Florida Bar as Erin Woolums) and Erin K. Barnett are hereby appointed as Hearing Officers to exercise the powers provided in St. Petersburg City Code Section 9-65.

BE IT FURTHER RESOLVED that the City Attorney or her designee is authorized to prepare and execute a service agreement with Barnett Woolums, P.A.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

[Signature]

City Attorney or (Designee)

Document no.374442
Erin Woolums  
6501 First Avenue South  
St. Petersburg, Florida 33707  
(727) 525-0200  
Woolums@BarnettWoolums.com

LEGAL EXPERIENCE:

Partner / Sole Practitioner - Barnett Woolums P.A. 2007 - Present  
St. Petersburg, FL

Manage day to day operations, organize coordinated efforts, and represent a diverse spectrum of clients as a partner in my criminal defense and family law firm.

Meet with state attorney officials, opposing counsel, and judiciary members in pursuit of creative issue resolution. Collaborate with government agencies and law enforcement officials to negotiate and ensure client compliance. Lead a coordinated effort between all client representatives to assemble an effective representation strategy. Review, analyze, and interpret discovery and contracts for application to researched legal foundations. Identify, mitigate, and navigate client risk factors to determine appropriate action. Multitask in a fast-paced environment, while maintaining strict focus on quality and efficiency. Evaluate case position and prepare necessary pleadings, contracts, and orders. Effectively manage client expectations through clear communication throughout entire legal process. Advocate and argue client’s position after eliciting testimony and presentation of evidence during litigation. Independently manage a case load that carries a variety of legal issues. Administer and organize firm meetings to address client needs and delegate required action items. Function as after-hours and holiday duty attorney. Responsible for the interviewing, hiring, and training of all new legal support team members. Travel to other jurisdictions as necessitated by cases and client’s needs.

Assistant State Attorney - Office of the State Attorney  2003-2007  
Clearwater, FL

Acted as a lead prosecuting attorney for the State of Florida, through investigation and trial, for all facets of criminal law within Pinellas County, Florida.

Received executive assignment from Gov. Jeb Bush to prosecute crimes outside the Sixth Judicial Circuit. Independently prosecuted all types of crimes while working in unison with multiple law enforcement agencies. Supervised and managed actions of a team of division attorneys and certified legal interns. Prepared and presented evidence before a Grand Jury. Provided professional legal advice in criminal matters to all law enforcement agencies in Pinellas County. Screened and investigated charges to determine whether they warranted prosecution and trial. Effectively managed large case load while receiving constant influx of new assignments. Reviewed and analyzed arrest reports, victim testimony, witness statements, and evidence for legal relevance. Conducted arraignment, discovery, depositions, motion litigation, pre-trial, trial or plea, and sentencing. Advocated during both jury and non-jury trials. Collaborated with multiple law enforcement agencies.

Adjunct Professor - St. Petersburg College  2006-2007  
St. Petersburg, FL

Taught law, legal theory, evidence, and effective courtroom testimony to law enforcement, corrections, and cross-over academies.
EDUCATION:

May 2003
Stetson University College of Law
Juris Doctor, cum laude

December 2000
University of South Florida
B.A. - Criminology, magna cum laude
Honors Program

RECOGNITIONS & AFFILIATIONS

Member of both the Florida Bar and the St. Petersburg Bar Association
Hearing Master for the St. Petersburg Police Department and City
Trespass and Impoundment Appeals and Red Light Hearings
Law Firm Pro Bono Award - 2017
National Mock Trial Team Member - Stetson University College of Law
Tournament of Champions Advocate Semifinalist - 2003
Awarded Best Advocate of Stetson Mock Trial Team Competition - 2002
Stetson Ambassador - Stetson University College of Law
International Academy of Trial Lawyers Student Advocacy Award - 2003
Victor O. Wehle Trial Advocacy Award - 2003
National Member of the Order of the Barristers - 2003
Golden Key National Honors Society
Current Education Coordinator - Business Networking International (B.N.I.) Grand Slam Chapter

REFERENCES

Available upon request.
Erin K. Barnett
Barnett Woolums, P.A.
6501 First Avenue S
St. Petersburg, FL 33707
(727) 525-0200
Barnett@BarnettWoolums.com

EDUCATION
Stetson University College of Law • St. Petersburg, FL • May 2002
J.D.

Florida Southern College • Lakeland, FL • December 1999
B.S., Political Science and Criminology

EXPERIENCE
Barnett Woolums, P.A. • Pinellas County, FL • 2009 to present
Shareholder practicing Criminal Defense, Family Law and Dependency

Attorney Ad Litem for Dependency Children with Special Needs • 2014-present
Sixth Circuit Registry

Private Guardian Ad Litem • 2011 to present
Appointed as a GAL in Family Law cases

Hearing Master for the St. Pete PD and City • 2011 to present
Trespass and Impoundment Appeals and Red Light Hearings

Erin K. Barnett, P.A. • Pinellas County, FL • 2006 to 2009
Sole Practitioner practicing Criminal Defense, Family Law and Dependency

State Attorney’s Office, Sixth Judicial Circuit • Pinellas County, FL • 2002 to 2006
Assistant State Attorney

St. Petersburg College, Police and Corrections Academy • Pinellas County, FL • 2004 to 2006
Adjunct Instructor

Department of Justice; Criminal Division, Narcotic and Dangerous Drug Section • Washington, D.C. • Summer 2001
Summer Law Intern

RECOGNITIONS AND COMMUNITY INVOLVEMENT
Admitted to the Florida Bar
2002 to Present

St. Petersburg Bar Foundation
President 2012-2013; Trustee 2010 to 2016

St. Petersburg Bar Association, Family Law Section
Chair 2016 to Present

Martindale Hubbell AV Preeminent Rating

Law Firm Pro Bono Award 2017
Sixth Judicial Circuit Pro Bono Committee

Individual Pro Bono Award 2014
Sixth Judicial Circuit Pro Bono Committee