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

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

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

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

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

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

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

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

GENERAL AGENDA INFORMATION

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

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

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

Setting August 2, 2018 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance amending Section 21-83 of the City Code relating to designations of Charter Park properties; adding a new Section 21-84(14) redesignating Little Bayou Park from a wilderness area to a nature preserve.

2. Ordinance adopting Amendments to the Intown Redevelopment Plan (IRP) increasing the redevelopment program budget in Revised Table 2 from $117.354 million to $232.354 million to fund “Waterfront, Transit, and Parking Improvements” and “Rehabilitation and Conservation of Historic Resources” in the IRP east of 8th Street as well as “Redevelopment Infrastructure Improvements” in the IRP west of 8th Street; deleting from IRP Revised Table 2 projects that will not be funded by tax increment financing (TIF); and allowing reductions in TIF contributions to the IRP Redevelopment Trust Fund by the City of St. Petersburg and Pinellas County.

3. Ordinance of the City of St. Petersburg amending Chapter 8, Article II of the City Code relating to Administrative Amendments to the Florida Building Code; adding a new subsection entitled Alternative Plans Review and Inspections to Section 8-36

E. Reports
1. **Lease Agreements with United Park Services, Inc. within the new St. Pete Pier (Requires affirmative vote of at least six (6) members of City Council.)**

   (a) Counter Order Casual Concession at the Pavillion Building

   (b) Retail Sundry/Gift Shop and Bait Shop at the Pier Head Building

2. **Approval of an Artist Agreement with Janet Echelman, Inc. for a Net Sculpture to be installed at the new St. Pete Pier™.**

3. **Pier Report**

   (a) Approving the Third Amendment to the Architect/Engineering Agreement dated July 13, 2015, as amended, between the City of St. Petersburg, Florida and Associated Space Design, Inc. (“A/E”) in association with Rogers Partners, for A/E to provide additional design and construction administration services for the new St. Pete Pier™ project in an amount not to exceed $297,800; Providing that the total contract amount shall not to exceed of $4,848,600; authorizing the City Attorney’s office to make non-substantive changes to the Third Amendment; authorizing the Mayor or his designee to execute the Third Amendment; 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 the design services, project inspection, testing and contingency for the JEI net-sculpture; approving 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 Visioning Project (11988) (ECID Project No. 09227-019; Oracle Project No. 11988).

4. **Sewer Report**

   (a) Approving the purchase of two vacuum tanker trucks from Environmental Products Group, Inc. for the Fleet Management Department, at a total cost of $654,070.

   (b) Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-04-LWES/STB (“Task Order”), as amended and revised, to the architect/engineering agreement dated July 14, 2016 between the City of St. Petersburg, Florida and Land & Water Engineering Science, Inc. (“A/E”) for A/E to provide additional engineering services for the Southwest Water Reclamation Facility (“SWWRF”) Stormwater and Site Improvements project in an amount not to exceed $165,559.34; providing that the total Task Order, as amended and revised, shall not exceed $323,809.20 (ECID Project No. 17071-111; Oracle No. 15999).

5. **A resolution by City Council approving the First Amendment to the Amended and Restated Intown Redevelopment Plan (IRP) Interlocal Agreement.**


7. **Approving a Construction Manager at Risk Agreement (CMAR) with a Guaranteed Maximum Price (GMP) between the City of St. Petersburg, Florida, (“City”) and Hennessy Construction Services Corp. ("Hennessy"), for preconstruction and construction management services for the Mahaffey Theater Wall Repair (CMAR Agreement). Authorizing the City Attorney to make nonsubstantive changes to the CMAR Agreement:**
Authorizing the Mayor, or his designee, to execute the CMAR Agreement; authorizing payment to Hennessy in an amount not to exceed $39,218 for the preconstruction phase services (Engineering Project No. 17201-019; Oracle Project No. 15605); and providing an effective date.

8. Authorizing the Mayor or his designee to accept the Health in All Policies Grant in the amount of $148,470.65 from the State of Florida Department of Health, Pinellas County Health Department (DOH-Pinellas) paid by the Foundation for a Healthy St. Petersburg to support the City’s implementation of a Health in All Policies framework and to execute a grant agreement along with all other documents necessary to effectuate this transaction; Approving a supplemental appropriation in the amount of $148,470.65 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department (190-1573).

F. New Business

1. Referring to the Public Services and Infrastructure Committee, or other relevant committee, a discussion of alternatives to improve affordable housing conditions. (Councilmember Gabbard)

2. Referring to the Budget, Finance, & Taxation (BFT) Committee an introductory discussion on the potential of business cooperative developments. Requested presenter is Judith Turner, Executive Director of Florida Cooperative Empowered Economic Development. (Councilmember Rice)

3. Referring to the Health, Energy, Resiliency & Sustainability Committee a discussion on funding of an Urban Forestry Program. (Councilmember Rice)

4. Referring to the Budget, Finance, and Taxation Committee, that the City Floodplain Manager, Sustainability Coordinator, and other necessary staff explore options for, and provide a presentation on, creating a grant or incentive program for homeowner hurricane mitigation efforts in repetitive loss neighborhoods as determined by FEMA. (Councilmember Gabbard)

5. Respectfully requesting that the St. Petersburg City Council allocate $40,000 to First Night St. Petersburg and request that administration provide this funding to the organization. (Councilmember Kornell)

6. Referring to the Public Services and Infrastructure Committee (or another appropriate committee) discussion of Brown and Caldwells delay on providing City Council with a copy of Draft Technical Memorandum No. 3, 3rd Party Recommendations of CHP and Biogas upgrading and what are the legal options regarding Guilds reported failure to fulfill contractual obligations. (Councilmember Kornell)

G. Council Committee Reports

1. Budget, Finance & Taxation Committee (6/14/18)

2. Public Services & Infrastructure Committee (6/14/18)

3. Health, Energy & Sustainability Committee (6/14/18)

4. Housing, Land Use & Transportation Committee (6/14/18)
H. Legal

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

Public Hearings

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

1. Ordinance 330-H approving a substantial change of use of park property at Soreno/Straub Park; allowing the construction of a vehicular roundabout in the adjacent right-of-way at the intersection of Second Avenue Northeast and Bayshore Drive Northeast.

2. Ordinance 331-H of the City of St. Petersburg, Florida, amending the definitions of active park uses and passive park uses in section 21-78 of the City Code; Amending section 21-83 of the City Code relating to designations of Charter Park Properties; adding a new section 21-84(13) redesignating Spa Beach Park from a Passive Park to an Active Park; and providing an effective date. [DELETED]

3. A resolution by City Council approving the First Amendment to the Amended and Restated Intown Redevelopment Plan (IRP) Interlocal Agreement. [MOVED TO REPORTS AS ITEM E-5]

Quasi-Judicial Proceedings

Swearing in of witnesses. Representatives of City Administration, the applicant/appellant, opponents, and members of the public who wish to speak at the public hearing must declare that he or she will testify truthfully by taking an oath or affirmation in the following form:

"Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"

The oath or affirmation will be administered prior to the presentation of testimony and will be administered in mass to those who wish to speak. Persons who submit cards to speak after the administration of the oath, who have not been previously sworn, will be sworn prior to speaking. For detailed procedures to be followed for Quasi-Judicial Proceedings, please see yellow sheet attached to this agenda.

4. Appeal of the Community Planning & Preservation Commission (CPPC) approval of Certificate of Appropriateness for new residential construction located at 736 18th Avenue Northeast in the North Shore Section-700 Block of 18th Avenue Northeast Historic District. (COA 18-90200016 Appeal) [DELETED]

J. Open Forum

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

2. A resolution by the St. Petersburg Community Redevelopment Agency recommending City Council approve the First Amendment to the Amended and Restated Intown Redevelopment Plan (IRP) Interlocal Agreement.

3. A resolution of the St. Petersburg Community Redevelopment Agency recommending City Council approve amendments to the Intown Redevelopment Plan (IRP).

4. Adjournment of Community Redevelopment Agency and Convening of City Council.
NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.

(Procurement)

1. Approving the renewal of blanket purchase agreements with Cross Construction Services, Inc., Cross Environmental Services, Inc., EnviroRem, Inc., and Simpson Environmental Services, Inc., for Asbestos Abatement Services, at an annual amount not to exceed $300,000, for a total contract amount of $1,500,000.

2. Approving the renewal of a blanket purchase agreement with Palmdale Oil Company Inc for oils and lubricants for the Fleet Department, at an estimated annual cost of $130,000, for a total contract amount of $1,330,365.

3. Approving three-year blanket purchase agreements with Ring Power Corporation, Tampa Crane & Body, Inc., Bay Area Truck Sales, Inc., dba Kenworth of Central Florida, Inc., and 26 other companies for automotive, repair and maintenance services for the Fleet Management Department, at an estimated annual cost of $400,000, for a total contract amount of $1,200,000.

4. Approving the renewal of blanket purchase agreements with Arbor Source, LLC, Blades of Green, Inc., Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc., for City facility and right-of-way tree services, at an estimated annual cost of $220,000, for a total contract amount of $880,000.

5. Approving a blanket purchase agreement with the School Board of Pinellas County, a sole source supplier, to provide transportation services for the Parks and Recreation Department, for a total annual contract amount of $600,000.

(City Development)

(Leisure Services)

(Public Works)

(Appointments)

(Miscellaneous)
Consent Agenda B  
July 12, 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.

(Procurement)


2. Approving an increase in allocation for internet and intranet services for the Libraries with Bright House Networks, LLC, in the amount of $117,540, for a total contract amount of $370,800.

3. Approving the renewal of a blanket purchase agreement with Nite Owl Irrigation, Inc., for irrigation system design, installation and repairs, at an estimated annual cost of $130,000, for a total contract amount of $325,000.

4. Approving the purchase of a bucket truck from Altec Industries, Inc. for the Fleet Management Department, at a total cost of $210,638.

5. Approving a three-year blanket purchase agreement with Ameron International Corporation, a sole source supplier, for street lighting poles for the Engineering and Capital Improvements Department, at a total contract amount of $210,000.

6. Awarding three-year blanket purchase agreements to Fastenal Company, and Mine & Mill Supply Company for industrial supplies, at an annual cost not to exceed $185,000.

7. Approving the purchase of three trucks from Coggin Ford for the Fleet Management Department, at a total cost of $159,861.

8. Approving a Construction Manager at Risk Agreement (“CMAR”) with a Guaranteed Maximum Price (“GMP”) between the City of St. Petersburg, Florida, ("City") and Hennessy Construction Services Corp. ("Hennessy"), for preconstruction and construction management services for the Mahaffey Theater Wall Repair (“CMAR Agreement”). Authorizing the City Attorney to make non-substantive changes to the CMAR Agreement; Authorizing the Mayor, or his designee, to execute the CMAR Agreement; authorizing payment to Hennessy in an amount not to exceed $39,218 for the preconstruction phase services (Engineering Project No. 17201-019; Oracle Project No. 15605); and providing an effective date. [MOVED TO REPORTS AS ITEM E-7]

(City Development)
9. **A resolution approving the plat of Police Headquarters, generally located between 1st Avenue North and 2nd Avenue North west of 13th Street North. (City File 13-20000009)**

10. **Authorizing the Mayor, or his designee, to execute a License Agreement with the Silver Raiders Corporation, a Florida not-for-profit corporation, for the use of the concession stand/restroom and storage/press box buildings within the James "J.C." Turner Fields on the southwestern portion of City-owned Bartlett Park located at 642 – 22nd Avenue South, St. Petersburg, for a period of thirty-six (36) months for a fee 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.)**

**Leisure Services**

11. Approving a contract between the City of St. Petersburg (City) and the Early Learning Coalition of Pinellas County, Inc. (ELC) that provides for child care services for qualified families for one year commencing July 1, 2018, and ending June 30, 2019 (Contract); authorizing the Mayor or his designee to execute the Contract or in the alternative to electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the Contract is approved by the City Attorneys Office prior to submission. [MOVED TO REPORTS AS ITEM E-8]

**Public Works**

12. **Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 17-01-AE/SEM ("Task Order"), as amended, to the architect/engineering agreement dated August 1, 2017 between the City of St. Petersburg ("City") and Affiliated Engineers SE, Inc., ("A/E"), for elevator commissioning services related to the Police Facility/ EOC Project in an amount not to exceed $21,840.00; providing that the total Task Order, as amended, shall not exceed $218,829.00; (ECID Project No. 11234-018; Oracle No. 12847).

13. **Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-01-CBGA/CFIP ("Task Order") to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and C. B. Goldsmith and Associates, Inc. (A/E), dated June 7, 2016, for A/E to provide design, bidding, and construction administration services related to the Mahaffey Theater Exterior Stucco Wall Replacement Project in an amount not to exceed $92,820; providing that the total Task Order, as amended, shall not exceed $113,820; (ECID Project No. 17201-019 and Oracle No. 15605).

14. **Authorizing the Mayor or his designee to execute a Memorandum of Agreement ("MOA") between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for the City to operate and maintain the Pinellas Bayway Highway Lighting system ("Project") (FDOT Financial Project No. 410755-2-52101).**

**Appointments**

15. **Confirming the appointment of Melanie Bowman and Edward Killeen as regular members to the Commission on Aging to fill an unexpired three-year term ending December 31, 2020.**

**Miscellaneous**
16. Approving the minutes of the May 3, May 10, and May 17, 2018 City Council meetings.

17. Authorizing the Mayor or his designee to accept the Health in All Policies Grant in the amount of $148,470.65 from the State of Florida Department of Health, Pinellas County Health Department (DOH-Pinellas) paid by the Foundation for a Healthy St. Petersburg to support the City's implementation of a Health in All Policies framework and to execute a grant agreement along with all other documents necessary to effectuate this transaction; Approving a supplemental appropriation in the amount of $148,470.65 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department (190-1573). [MOVED TO REPORTS AS ITEM E-8]

18. Approving an agreement between the City of St. Petersburg, Florida, and C Glass Studio, LLC (“Artist”), for Artist to design, fabricate, and install a piece of exterior art entitled “Community Circles” on the east facing exterior wall of the Annex Building at the City’s New Police Headquarters Complex for a firm fixed price of $170,000 (“Artist Agreement”); exempting and waiving the Florida Statute and City Code public construction bond requirement for the Artist Agreement; approving a supplemental appropriation in the amount of $170,000 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs Division (0201777); authorizing the City Attorney to make non-substantive changes to the Artist Agreement; authorizing the Mayor or his designee to execute the Artist Agreement and all documents necessary to effectuate this transaction.

19. Approving Amendment No. 1 to the 2017 Emergency Medical Services ALS First Responder Agreement; authorizing the Mayor or his designee to execute Amendment No. 1 to the 2017 Emergency Medical Services ALS First Responder Agreement.

20. A resolution regarding the St. Petersburg Housing Authority; authorizing the Chair of City Council to appoint a City Council Member to serve as a liaison to the Housing Authority.
Note: An abbreviated listing of upcoming City Council meetings.

**CRA / Agenda Review**  
*Monday, July 9, 2018, 1:30 p.m., Room 100*

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

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

**Housing, Land Use & Transportation Committee**  
*Thursday, July 12, 2018, 10:30 a.m., Room 100*

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

**City Council Meeting: Setting Millage Rate**  
*Thursday, July 19, 2018, 3:00 p.m., Council Chamber*

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

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

**Health, Energy, Resiliency & Sustainability Committee**  
*Thursday, July 26, 2018, 10:30 a.m., Room 100*

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

**Committee of the Whole: Reclaimed Water System; Potable Water Audit**  
*Thursday, July 26, 2018, 2:30 p.m., Room 100*
City Beautiful Commission
  4 Regular Members
  (Term expires 6/30/17)

Civil Service Board
  1 Alternate Member
  (Terms expire 8/31/19 and 11/30/19)

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

Nuisance Abatement Board
  2 Alternate Members
  (Terms expire 8/31/19 and 11/30/19)
PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.

2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications, the Applicant bears the burden of proof. Waiver of Objection: at any time during this proceeding Council Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.

3. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.
   a. Presentation by City Administration.
   b. Presentation by Applicant followed by the Appellant, if different. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. If the Property Owner is neither the Applicant nor the Appellant (e.g., land use and zoning applications which the City initiates, historic designation applications which a third party initiates, etc.), they shall also be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last.
   c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed.

4. Public Hearing. A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.

5. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
ST. PETERSBURG CITY COUNCIL

First Reading and Setting the Public Hearing
Meeting of July 12, 2018

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

FROM: Mike Jefferis, Leisure Services Administrator

SUBJECT: An Ordinance amending Section 21-83 of the City Code relating to designations of Charter Park properties; adding a new Section 21-84(14) redesignating Little Bayou Park from a wilderness area to a nature preserve.

Little Bayou Park ("Park") is a Charter-protected park in southeastern St. Petersburg, currently designated as a wilderness area in Chapter 21 of the City Code. The Park contains several natural communities such as mangrove swamp, mesic flatwoods, mesic hammock, and shell mound. A total of 142 varieties of native plants have been identified within these natural communities. The City of St. Petersburg’s Parks and Recreation Department staff and community volunteers have made consistent efforts to improve the park’s natural communities through non-native invasive plant removal, native plant installations and erosion control.

As the past and present land use of the Park was reviewed by staff and evaluated under the application of Chapter 21, it became clear that redesignation of the Park to the nature preserve designation is optimal to protect and preserve native plants and animals presently found on the property. To maintain and protect the park’s ecological integrity, the City deems it appropriate to redesignate Little Bayou Park from a wilderness area to a nature preserve as it is defined in Chapter 21 of the City Code.

The proposed Ordinance is attached. The second reading and public hearing for this Ordinance are scheduled for July 19, 2018.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, AMENDING SECTION 21-83 OF THE CITY CODE RELATING TO DESIGNATIONS OF CHARTER PARK PROPERTIES; ADDING A NEW SECTION 21-84(14) REDESIGNATING LITTLE BAYOU PARK FROM A WILDERNESS AREA TO A NATURE PRESERVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Little Bayou Park ("Park") is a Charter-protected park property located in southeastern St. Petersburg currently designated as a wilderness area in Chapter 21 of the City Code; and

WHEREAS, the majority of the Park is currently zoned "Preservation," a zoning designation intended to encourage preservation of lands designated as environmental preservation areas, in a natural or near natural state; and

WHEREAS, the Park has historically exhibited native plant communities, including mangroves, mesic hammock, deciduous forest, and pine flatwoods; and

WHEREAS, recent efforts led by citizens and the City of St. Petersburg's ("City") Parks and Recreation Department staff have resulted in the removal of exotic nuisance vegetation from the Park; and

WHEREAS, pursuant to Section 21-78 of the City Code, the nature preserve designation category is designed to protect and preserve native plants and animals presently found on property that has been identified for its natural significance; and

WHEREAS, in order to maintain and protect the Park's natural vegetative communities, the City desires to redesignate the Park from a wilderness area to a nature preserve, as it is defined in Chapter 21 of the City Code.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Section 21-83(3) of the St. Petersburg City Code is hereby amended to read as follows:

(3) Wilderness area park property:
   63. Little Bayou Park
   65. Forrest Bluff Park
   66. Pinellas Point Park
   90. deNarvaez Park
   98. Abercrombie Park
Section 2. Section 21-83(5) of the St. Petersburg City Code is hereby amended to read as follows:

(5) Nature preserve park property.

- 63. Little Bayou Park
- 71. Clam Bayou Nature Preserve (formerly known as Clam Bayou)

Section 3. The St. Petersburg City Code is hereby amended by adding a new Section 21-84(14), to read as follows:

(14) Little Bayou Park.

a. The Little Bayou Park is located on City-owned property generally located east of the intersection of Fourth Street and Fifty-Fourth Avenue South and identified as number 63 on the Park and Waterfront Property Map.

b. The Little Bayou Park is redesignated to be a nature preserve park property as that term is defined within this article.

Section 4. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 5. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 6. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.
ST. PETERSBURG CITY COUNCIL
Meeting of July 12, 2018

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

SUBJECT
First Reading of Ordinance adopting Amendments to the Intown Redevelopment Plan (IRP) increasing the redevelopment program budget in Revised Table 2 from $117.354 million to $232.354 million to fund “Waterfront, Transit, and Parking Improvements” and “Rehabilitation and Conservation of Historic Resources” in the IRP east of 8th Street as well as “Redevelopment Infrastructure Improvements” in the IRP west of 8th Street; deleting from IRP Revised Table 2 projects that will not be funded by tax increment financing (TIF); and allowing reductions in TIF contributions to the IRP Redevelopment Trust Fund by the City of St. Petersburg and Pinellas County.

RECOMMENDATION
Administration recommends City Council conduct first reading for the attached Ordinance and set second reading and public hearing for July 19, 2018.

OVERVIEW

City Administration is proposing a series of amendments to the Intown Redevelopment Plan (IRP) that are highlighted by two features. First, a $115-million increase - from $117.354 million to $232.354 million - in the IRP redevelopment program for public improvements that can be funded by tax increment financing. Second, a reduction in the annual contributions to the Intown Redevelopment Trust Fund paid by the City of St. Petersburg and Pinellas County. If the amendments are approved by City Council and the Board of County Commissioners before September 2018 then the City will realize an immediate reduction in its TIF contribution of approximately $2-million – savings that will be returned to the General Fund in FY2019.

The proposed amendments to the IRP include the following projects which are described in the IRP text and delineated on Revised Table 2:

- Reducing City and County annual contributions to the Intown Redevelopment Trust Fund for the duration of the Plan. Beginning in FY2019, the County’s contribution to the Fund will be reduced from 85 percent to 75 percent, while the City’s contribution will be reduced from 95 percent to 75 percent. Beginning in FY2023, both the County’s and City’s contribution to the Fund will be further reduced from 75 percent to 50 percent.
• Deleting projects in Revised Table 2 of the IRP redevelopers program that will not be funded with tax increment financing. These include utility improvements, signage, bicycle trails and city marina improvements.

• Investing up to $35 million in TIF funding for projects east of 8th Street for
  - waterfront infrastructure related to resiliency and adaptation measures such as seawalls and marina improvements;
  - transit infrastructure projects; and
  - parking improvements (City TIF only).

• Investing up to $5 million in City and County TIF contributions to rehabilitate historic properties east of 8th Street. "Historic" properties are defined as those listed individually on the Local Register of Historic Places or National Register of Historic Places, or contributing structures in Local or National Register districts;

• Investing no less than $75 million in TIF funding for redevelopment infrastructure improvements west of 8th Street related to the redevelopment of Tropicana Field. These improvements could include
  - brownfield mitigation and remediation to enable redevelopment;
  - public open space amenities on the site including improvements that support the reactivation of Booker Creek;
  - streetscape improvements providing rights-of-way such as alleys, sidewalks, pedestrian facilities and streets that assist in reestablishing the grid network on Tropicana Field and connect it with surrounding neighborhoods;
  - transit infrastructure and improvements; and
  - parking improvements.

The amendments to the Intown Redevelopment Plan are based on the proposed First Amendment to the Amended and Restated Interlocal Agreement of the Intown Redevelopment Plan that will also be heard by City Council at its July 12, 2018, public meeting. The IRP amendments described above can be found in Exhibit 1 of the First Reading ordinance on pages 1, 2, 3, 14, 15, 19, 22, 26, 28, 33, 34, 37, 38, and 39 of the IRP.

Amendments to community redevelopment plans (CRPs) require adoption by ordinance and must comply with procedures established by the Florida Community Redevelopment Act. Each amendment to a CRP requires a recommendation by the St. Petersburg Community Redevelopment Agency (Agency) and approval by City Council as well as the Pinellas County Board of County Commissioners (BCC).
On July 19, 2018, City Council is scheduled to act on the IRP amendments at Second Reading after a public hearing. Final approval of the IRP amendments is contingent on favorable action by the Pinellas County BCC pursuant to its status as a charter county, wherein it has retained authority to review and approve the initial redevelopment plan and amendments thereto. It is expected that the Pinellas County BCC will act on the amendments on August 21, 2018.

RECOMMENDATION

Administration recommends City Council conduct first reading for the attached Ordinance approving amendments to the Intown Redevelopment Plan, and set second reading and public hearing for July 19, 2018.

Attachment: Ordinance and Exhibit 1: Amended Chapters of the Intown Redevelopment Plan
AN ORDINANCE ADOPTING AMENDMENTS TO THE INTOWN REDEVELOPMENT PLAN (IRP) OF THE CITY OF ST. PETERSBURG, INCREASING THE REDEVELOPMENT PROGRAM BUDGET IN REVISED TABLE 2 FROM $117.354 MILLION TO $232.354 MILLION TO FUND “WATERFRONT, TRANSIT AND PARKING IMPROVEMENTS” AND “REHABILITATION AND CONSERVATION OF HISTORIC RESOURCES” IN THE IRP EAST OF 8TH STREET AS WELL AS “REDEVELOPMENT INFRASTRUCTURE IMPROVEMENTS” IN THE IRP WEST OF 8TH STREET; DELETING FROM IRP REVISED TABLE 2 PROJECTS THAT WILL NOT BE FUNDED BY TAX INCREMENT FINANCING (TIF); AND ALLOWING REDUCTIONS IN TIF CONTRIBUTIONS TO THE IRP REDEVELOPMENT TRUST FUND BY THE CITY OF ST. PETERSBURG AND PINELLAS COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg approved the Intown Redevelopment Plan (IRP) to revitalize the City’s original downtown core area and waterfront for urban entertainment, sports, residential, commercial, institutional and office uses; and

WHEREAS, the Waterfront Plan section of the IRP calls for the continued renovation of the waterfront parks and Pier area; and

WHEREAS, on June 4, 2015, City Council approved the Downtown Waterfront Master Plan, which was mandated by an amendment to the City Charter approved by referendum on November 8, 2011; and

WHEREAS, the Downtown Waterfront Master Plan identified potential future public improvements throughout the waterfront planning area related to stewardship of the waterfront environment, including resiliency and climate adaptation strategies to protect the city and boating economy, mitigate sea level rise and storm surge, and protect the shoreline; and

WHEREAS, the Stadium Plan of the IRP calls for Major League Baseball to be played on the site, but the continued occupancy of Tropicana Field by the Tampa Bay Rays is uncertain; and

WHEREAS, on June 7, 2018, the St. Petersburg City Council approved a contract with HKS, Inc. to prepare a master plan for the Tropicana Field site that would not include a baseball stadium; and
WHEREAS, the Tropicana Field site represents a catalytic development opportunity for St. Petersburg and the region, but preparing the site for redevelopment will require substantial improvement to its infrastructure and brownfield mitigation; and

WHEREAS, the Transportation Program for the IRP recognizes that a vibrant downtown requires a transportation system that balances automobile access with pedestrian-oriented facilities such as light rail, bus, trolley, biking and walking; and

WHEREAS, the Public Improvement Program for the IRP notes that public parking structures and mixed-use parking structures/transportation facilities will continue to be constructed at key locations within the IRP; and

WHEREAS, rehabilitation and restoration of historic properties is encouraged by the IRP; and

WHEREAS, Downtown St. Petersburg was listed as a historic district on the National Register of Historic Places in 2003 and has dozens of individually designated properties listed on the Local Register of Historic Places; and

WHEREAS, Section 163.387(3)(b), F.S, allows the City of St. Petersburg and Pinellas County to reduce their tax increment financing contributions to the IRP Redevelopment Trust Fund outside of the parameters defined by Florida Statutes through an interlocal agreement;

WHEREAS, in 2005, the St. Petersburg City Council and the Pinellas County Board of County Commissioners first approved the “Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the Commitment of Tax Increment Revenues in the Intown Redevelopment Area” (Interlocal Agreement) and have since approved four amendments and a restatement of the Interlocal Agreement.

THE CITY OF ST. PETERSBURG DOES HEREBY ORDAIN:

Section 1. Exhibit A of Ordinance 557-F, as amended, is hereby amended to read as provided in Exhibit 1 of this ordinance, which is attached hereto and incorporated herein.

Section 2. Words that are struck through shall be deleted from the existing Intown Redevelopment Plan (IRP) and language that is underlined shall be added to the existing IRP. Provisions not specifically amended shall continue in full force and effect.

Section 3. 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 4. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective when the Board of County Commissioners approves it as an amendment to the Intown Redevelopment Plan. 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 as described above.

Approved as to Form and Substance

City Attorney  Date  City Development Administration  Date
Exhibit 1

Amended Sections of Exhibit A of Ordinance 557-F
INTRODUCTION

The Intown Redevelopment Plan (IRP) is the revitalization plan for the downtown. The development and implementation of the plan involves the efforts of City Council, the Community Redevelopment Agency, and the residential, financial, and business communities.

The Intown Redevelopment Plan (IRP) provides mechanisms and programs for coordinating and facilitating public and private improvements to encourage revitalization. The authority and powers invested in this plan come from the Community Redevelopment Act of 1969 (Florida Statutes, Chapter 163, Part III).

The Community Redevelopment Act grants local municipalities and local redevelopment agencies the authority to undertake community redevelopment projects following the designation of a redevelopment area to be of slum or blight, or a combination thereof.

Once an area has been declared appropriate for redevelopment, a community redevelopment plan is prepared. Before the plan is approved, the local governing body must hold a public hearing on the proposed plan.

In conjunction with preparing the plan, a redevelopment agency must be established to carry out the plan. On June 30, 1981, the City Council received redevelopment powers from the Pinellas County Board of Commissioners. Then the City Council of the City of St. Petersburg declared itself the Community Redevelopment Agency for the Intown Redevelopment Plan (See Appendix A).

The Intown Redevelopment Plan was the second of four community redevelopment plans adopted for Downtown and its environs to promote revitalization (see Map 1). The first, the Jamestown Redevelopment Area, was established in 1977 and expired in 2007.

The 193-acre Bayboro Harbor Community Redevelopment Plan was approved in December 1985, with a tax increment financing (TIF) district approved in March 1988. The CRA and TIF district expired in March 2018. The CRA lies south of the Intown Redevelopment Area and is bounded by the Port of St. Petersburg, Albert Whitted Airport, USF St. Petersburg, the Old Southeast Neighborhood and the medical center complex. Bayboro’s development program and public projects, funded through TIF, supports these important assets. The district’s southern section, particularly along Salt Creek, also contains marine related industries such as marinas, yacht builders, boat repair facilities and research uses not found elsewhere in the city.

The 123-acre Intown West Redevelopment Area lies north and west of Tropicana Field, and was created in 1990, with a tax increment district. Intown West was created to capitalize on the development of Tropicana Field and the eventual award of a Major League Baseball franchise. Specific issues the IWRP attempts to address include physical deterioration of structures and properties, poor visual identity and lack of a unified architectural theme or development pattern.
Map 1
Community Redevelopment Areas in Downtown St. Petersburg

Intown Redevelopment Plan
PROJECT DESCRIPTION

The redevelopment of Intown has been a long-standing goal in St. Petersburg. It was recognized in the Goals for St. Petersburg 1973, the 1977 Intown Sector Land Use Plan, and, in 1979, the Intown Design and Development Program (IDDP). Given the above precedents, part of Intown Sector (see Map 2) has been identified as suitable for redevelopment as required under Chapter 163, Part III.

The redevelopment area is outlined on Map 2 and covers 309 acres, excluding rights-of-way. This area was declared suitable for redevelopment on December 17, 1981, (see Appendix A). Since its 1982 adoption, the IRP has been modified in response to changing market conditions, including amendments in 1995 that refined the plan emphasis for the Core, Waterfront, Duke Energy Center for the Arts and other project areas (see Ordinance No. 205-G).

In 2005, the City of St. Petersburg amended the Intown Redevelopment Plan to establish April 7, 2035, as its expiration date and utilize its tax increment financing revenue until that date to bond public projects related to the Pier, improvements to the Duke Energy Center for the Arts and other project areas (see Ordinance No. 205-G).

In 2015, the City amended the IRP to add $20 million in budgetary authority to fund public improvements identified in the Downtown Waterfront Master Plan. Pinellas County’s obligation to appropriate tax increment revenues was to terminate the earlier of April 7, 2032, or at such time as the $117.4 million in funding required to pay for these projects has been repaid. Pinellas County’s annual contribution to the Intown Redevelopment Trust Fund was also reduced from 95 percent to 85 percent of the increment increase in the IRP’s property values.

A further amendment to the IRP in 2017 stipulated that the total TIF contributions needed to complete the IRP’s $117.4-million redevelopment program identified in Revised Table 2 shall were not to exceed $190,984,882 as calculated since the approval of the 2005 IRP Interlocal Agreement. However, this ceiling on TIF contributions shall was not designed to prevent the City of St. Petersburg and Pinellas County from having future discussions regarding potential projects within the Intown CRA and amending the Intown Interlocal Agreement, if mutually agreed upon, to effectuate the implementation of those projects.

In 2018, the City of St. Petersburg and Pinellas County agreed to increase the redevelopment budget to $232.4 million in exchange for reductions in both parties’ annual contributions to the Intown Redevelopment Trust Fund for the duration of the Plan. Beginning in FY2019, the County’s contribution to the Fund will be reduced from 85 percent to 75 percent, while the City’s contribution will be reduced from 95 percent to 75 percent. Beginning in FY2023, both the County’s and City’s contribution to the Fund will be further reduced from 75 percent to 50 percent.
Within the redevelopment area are four important focus areas for new development: the Core, Webb’s City, the Stadium Complex and surrounding residential areas (see Map 2). The first focus area is the Core, which also encompasses the waterfront. The integration of the Core and waterfront into a single focus area recognizes the importance of unifying these areas, which is a vital and unique part of the Intown and downtown revitalization.

Webb’s City represents the second focus area and consists of the former Webb’s City Department Store site and adjacent parcels. The Webb’s City Department Store had functioned over the years as a residential service center as well as a tourist attraction. However, Webb’s City Incorporated became financially troubled in 1976.

In January 1981, the City’s involvement with Webb’s City redevelopment program occurred when the Economic Development Administration transferred title of its property to the City. The City, in return, began making payments to EDA on the $1.1 million transaction on February 18, 1987.

The Stadium Complex is the third focus area and is located between Dr. Martin Luther King, Jr. and 16th Streets and between 1st Avenue South and I-175. The Stadium Complex, formerly known as the Gas Plant area, was declared a redevelopment area by City Council on September 7, 1978, under Chapter 163, Part III, F.S.; (Council Resolution 78-738). Initially envisioned to support industrial park and residential development, the Gas Plant Redevelopment Plan, which included plans to construct a multipurpose stadium on the site,
was incorporated into the Intown Redevelopment Plan in 1983 (Ord. No. 669-F). Land acquisition and construction took the remainder of the decade, with the new domed stadium officially opened to the public on March 3, 1990.

The surrounding residential areas represent an important facet of establishing a permanent residential base in the downtown and providing for a 24-hour working, living and recreational activity center.

REDEVELOPMENT ROLES

The City Council is the Community Redevelopment Agency (CRA) of the Intown Redevelopment Area and reviews certain projects for consistency with the Intown Redevelopment Plan, according to project cost thresholds adopted by resolution. The CRA has the authority to recommend amendments to the Redevelopment Plan ("Plan") with final approval by the City Council. As part of any redevelopment process, there may be times when appropriate modifications to the Plan are necessary.

Under Chapter 163, F.S., the governing body (City Council) has the authority to amend the Plan in conjunction with holding a public hearing. All plan changes, modifications, and amendments shall also be approved by the Pinellas County Board of County Commissioners.

REDEVELOPMENT ACTIVITIES

The St. Petersburg City Council, acting as the Community Redevelopment Agency, will achieve the goal of downtown revitalization, in conformance with this adopted Plan, through the following implementation techniques and as further described in this Plan:

1. Acquisition of real property, as provided for under Chapter 163, F.S.;
2. Demolition, removal or clearance of existing building, structures and improvements and preparation of the project area as defined by this Plan;
3. Rehabilitation of certain existing structures, as defined in the Design and Development Guidelines section;
4. A relocation of site occupants presently residing in structures that are acquired by the Community Redevelopment Agency, as set forth in the Neighborhood Impact Chapter;
5. Construction of public improvements as deemed necessary to implement the Plan, encourage private investment and provide for the overall benefit of the City;
6. Disposition, by sale or lease, of property within the redevelopment area to private enterprises or for public purposes for uses in accord with this Plan and with such
other conditions, disposition agreements and covenants running with the land as are necessary to ensure implementation of the Plan;

7. Formulation and Administration of rules governing reasonable preference to persons who are engaged in business within the redeveloped area if feasible and to establish rules governing the right of owners to participate in the redevelopment process.

8. Establish design and development guidelines to ensure new development and rehabilitation of existing structures are compatible with the surrounding area and conform to sound urban design practices; and

9. Management of property acquired by the CRA from the time of acquisition until disposition of the property.

OBJECTIVES AND STRATEGIES

The overall planning framework for the specific redevelopment programs of the IRP area is based on the 1979 Intown Design and Development Program (IDDP) and the 1977 Intown Sector Land Use Plan. These documents provide the framework for encouraging private development and rehabilitation. The overall objectives of the redevelopment plan are listed below:

A. ENCOURAGE AND REINFORCE DEVELOPMENT

1. Encourage economic activity through the development of a unified commercial core area.

B. PROVIDE GREATER ACCESSIBILITY TO INTOWN ACTIVITY AREAS AND VISUAL ASSETS THROUGH THE DEVELOPMENT OF AN INTEGRATED MOVEMENT SYSTEM FOR VEHICLES, TRANSIT, PEDESTRIANS AND PARKING.

2. Formulate a participatory (public/private) approach to redevelopment.

3. Explore and develop organizational and leveraging devices to encourage private investment, such as construction of public improvements, establishment of a development corporation, and use of tax increment financing, interest subsidies, loan guarantees, and federal grants.

4. Define a mixed-use and middle income residential development project, formulating prototype design criteria and strategies and utilizing a participatory (public/private) development concept for marketing and packaging the project.

5. Provide support services for residential development.

6. Provide economic and employment opportunities for all citizens, with special emphasis on the disadvantaged and unemployed persons, working closely with the private sector and other organizations to promote the revitalization of Downtown St. Petersburg.

7. Continue the Waterfront Plan, Downtown Core Area, the Stadium Plan, Webb's City and Duke Energy Center for the Arts projects.
1. Develop a pedestrian system based on pedestrian counts and surveys in addition to current and projected development activity.

2. Utilize existing sidewalks and alleys for establishing a pedestrian system base.

3. Determine current and projected Intown vehicular circulation patterns by defining major roadways and their connecting streets, and identifying current and future activity nodes.

4. Determine appropriate areas to locate future parking facilities, de-emphasizing surface parking and focusing on potential areas for joint venture parking facility development.

5. Pursue a regional premium transit system with multiple downtown stations that serve Intown’s existing activity areas and promote the development and expansion of others.

C. ENSURE THAT THE FORM OF NEW DEVELOPMENT AND REDEVELOPMENT PROMOTES, REINFORCES AND MAINTAINS THE HISTORIC, CULTURAL AND AESTHETIC INTEGRITY OF THE INTOWN REDEVELOPMENT AREA.

1. Maintain strict enforcement of City codes related to landscaping and signage through increased inspection.

2. Continue the beautification program (landscaping, street graphics and lighting) along Intown’s visual corridors, utilizing where appropriate the streets earmarked for the Street Tree Planting Program, and encouraging private sector participation, through the Chamber of Commerce and other interested organizations, in maintaining the aesthetic appearance of this vegetation.

3. Develop design criteria and prototypes related to sidewalk textures, service delivery, landscaping, pedestrian facilities, pedestrian crossings, pedestrian lighting, sun and shade, and connections between buildings and public and private open space.

4. Develop prototypes for design of required open space to encourage quality design and establish concepts for relating building form and green space to other buildings, street and pedestrian systems and historic elements.

5. Increase Intown green open space through development of a landscaped pedestrian system and the Street Tree Planting Program and encourage developers to provide increased open space through incentives.

METHODS OF FINANCING

There are several funding techniques that will be utilized to finance redevelopment. The following is a brief explanation of these techniques.
• Tax increment financing is a redevelopment funding mechanism established under Chapter 163 (Community Redevelopment Act) of the Florida Statutes. As a financial tool, it provides that the assessed value of a designated redevelopment area may be frozen upon establishment of a redevelopment plan. The frozen base continues to be available to all local taxing agencies for operating purposes throughout the duration of the redevelopment project.

However, any growth in assessed value over the frozen base is reserved for the repayment of indebtedness incurred by the Community Redevelopment Agency in conjunction with redeveloping the area. The tax revenue generated by the redevelopment area is placed into a tax increment trust fund (T.I. Trust Fund or Trust Fund).

The property tax rates of local agencies continue to apply to this assessed value increment, but the revenue resulting therefrom is not available to other local taxing agencies (except the School Board) until all project indebtedness has been repaid.

• When available, Federal funds will continue to be used for downtown redevelopment projects.

• Industrial Revenue or Development Bonds (Chapter 159, Part III, F.S.) may be issued by the City to finance private improvements on behalf of a developer for project construction. The developer is responsible for the debt service.

• Revenue bonds can be issued by the City to finance public improvements e.g. parking structures and debt service paid back through parking revenues or a special fund.

• A special assessment district can be established for the purpose of assessing property owners for public improvements e.g. sidewalk improvements.

These financing methods will be used by the City in conjunction with the Community Redevelopment Agency and private sector to implement a comprehensive program for redevelopment.

Since the necessary components of a redevelopment program can be quite diverse, the available funding sources for each specific redevelopment component will be explored to the extent appropriate. The scope and quality of redevelopment may depend on a municipality's ability to complement the objectives of the redevelopment program and lower development costs to the private sector.

Summarized on the following page are some typical components of a hypothetical large scale redevelopment project. These components are matched with potential available financing sources. Please note that one or more financing sources may be used.
Typical Project Components

• Land acquisition, demolition of existing improvements, site grading and preparation of site for construction.

• Infrastructure (location or relocation of utilities, the closing or opening of public streets and/or sidewalks, the construction and maintenance of public roads, sidewalks, skywalks and lighting).

• Public parking facilities (grade level and structure).

• Public recreational facilities (athletic facilities, parks, docks, etc.).

• Municipal facilities (city hall, police station, library, etc.)

• Mass public facilities (convention hall, arena, museum, theatre, etc.).

• Commercial/retail facilities (hotels, restaurants, offices and specialty retail).

• Manufacturing/warehousing facilities.

• Middle-to-upper income multi-family housing (condominium and rental).

• Historic rehabilitation and restoration.

Financing Sources


• Proceeds of tax increment bonds. State and Federal grants.

• Parking revenue bonds. Proceeds of tax increment bonds.

• Proceeds of tax increment bonds. Federal loans and grants. User fees.

• Municipal general obligation bonds.

• Municipal non-ad valorem revenue or general obligation bonds. Resort tax. Industrial development bonds.

• Industrial development bonds. Conventional mortgage financing. Federal loans, grants and guaranties.

• Industrial development bonds. Conventional mortgage financing. Federal loans, grants and guaranties.

• Conventional mortgage financing. Local single family mortgage revenue bond financing.

• Federal loans or grants. Industrial development bonds for commercial operations.
IMPLEMENTATION APPROACH

The overall implementation program revolves around adherence to a comprehensive program approach focusing on:

1. Public improvements, such as parking and sidewalk improvements, developed in conjunction with private sector projects;

2. Design programs and guidelines to ensure design compatibility between buildings and blocks and within the Intown as a whole;

3. Financial involvement by the City through tax increment financing, by State and Federal funding sources, and by financial institutions that create the types of lending programs necessary to accomplish downtown revitalization. This involvement focuses on utilizing public funds to generate greater private investment through leveraging techniques;

4. The organization of downtown activities through a centralized agency or group working with the City and merchants for the purpose of promotion, administration, and business development. This should also include lobbying efforts to modify existing and promote new state legislation favorable to downtown development.

PLAN EMPHASIS

Part of the plan implementation is developing an overall land use emphasis in order to achieve the concentration and form of development desired. Map 3 depicts the Downtown Center zoning districts within the redevelopment area that implement the land use focus for Intown. The uses indicated correspond to the Downtown Center zoning within each block as well as the Intown Sector Land Use Plan. This plan is in compliance with the City's Comprehensive Plan prepared under Chapter 163, Part II, F.S.

The central portion of the Downtown Core area is defined as a mixed use emphasis, either office, retail, residential or a combination thereof, reflecting the importance of concentrating intense office and major retail activity within this small area. This concentration achieves a 24-hour activity center and emphasizes a pedestrian orientation. The surrounding blocks provide a support base with mixed-use activities (office, residential and/or minor retail), with a specialty retail focus along the waterfront.

The Webb's City area will provide essential residential support services as well as expanding the employment base through office development. Another important emphasis for the Webb's City area is market rate housing.

1 Map 3 is for illustrative purposes. Please refer to the City's Official Zoning Map for the most up-to-date information.
The plan for the Stadium Complex is substantially complete with the construction of the stadium and attraction of a Major League Baseball franchise but ongoing refinements can be expected in order to meet the evolving needs of baseball and its fans.

The plan emphasis is designed to reflect the various activities for each focus area as implemented through the Downtown Center zoning districts and how these activity concentrations should integrate and support each other. Residential uses will be allowed throughout the redevelopment area, either as a permitted use or through the special exception or streamline approval processes provided by the land development regulations.

Open space and street layouts are depicted on Map 3. In addition, the limitation on the size and type of development in the area is governed by the City's Land Development Regulations, including open space and parking requirements and this Plan.

TRUST FUND PROGRAMMING

The City of St. Petersburg approved the Intown Redevelopment Plan (IRP) to revitalize the city's original downtown core area and waterfront for urban entertainment, residential, commercial, institutional, and office uses. To stimulate private investment within Intown through public improvements, the City also established a tax increment financing district and issued bonds totaling $72.5 million to pay for these improvements. Through four separate bond issues in 1984, 1985 and two in 1989, the City issued bonds to pay for projects such as improvements to Bayfront Center (now Duke Energy Center for the Arts) and the Pier, South Core garage, streetscape improvements, land acquisition, Tropicana Field improvements and other public initiatives.

In 2005, the City amended the IRP to extend until 2032 its use of tax increment financing to fund public improvement projects throughout Intown (see Ordinance 715-G and interlocal agreement in Appendix A). In addition to renovations to the Mahaffey Theater, the extension was designed to pay for projects such as the Pier project and its approach, a mixed-use transportation facility, pedestrian and streetscape improvements as well as improvements to the waterfront park system. The TIF related costs of these projects were approved by Pinellas County via interlocal agreement in the amount of $95.4 million.

In 2006, the City Council and Pinellas County increased this amount to provide an additional $2 million in tax increment financing proceeds to complete the Mahaffey Theater renovation project (see Ordinance 762-G and Appendix A). In 2010, City Council approved $2.5 million from tax increment financing for use at the Duke Energy Center for the Arts to augment needed funding to complete the new Salvador Dali Museum. Pinellas County matched the City's funding with growth in real property taxable values from the year the tax increment financing district is designated to pay for the cost of improvements.

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2 TIF is a method of facilitating redevelopment by utilizing future city and county real property tax revenues to pay for public improvements. TIF earmarks any future
monies available through the Tourist Development Tax. In 2015, the City amended the IRP to add $20 million in budgetary authority to fund public improvements identified in the Downtown Waterfront Master Plan approved in June 2015.

City Council approved plan amendments in 2017 that established a ceiling of $190,984,882 for total TIF contributions needed to complete the IRP program, while reallocating funding for projects identified in Revised Table 2 below. The total IRP budget at the time of $117,354 million remained unchanged. This ceiling on TIF contributions shall not prevent the City of St. Petersburg and Pinellas County from having future discussions regarding potential projects within the Intown CRA and amending the Intown Interlocal Agreement, if mutually agreed upon, to effectuate the implementation of those projects.

Revised Table 2 was amended to delete the $14-million “Mixed Use Transportation Facility” and reallocated its funding to other approved projects in the following manner:

- expend up to $10 million in TIF on (i) “Enhancements to the Municipal Pier Project” and/or (ii) “Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District”:

  - expend $4 million on “Downtown Transportation and Parking Improvements” throughout the Intown Redevelopment Area; and

  - allocate to “Downtown Transportation and Parking Improvements” any remaining amount of the $10 million not spent on enhancements to the “Municipal Pier Project” and/or “Downtown Waterfront Master Plan Improvements in the Pier District”.

The total Intown Redevelopment Plan budget of $117,354 million remained unchanged.

Revised Table 2 was further amended in 2018 to increase the eligible project costs by $115 million from $117,354 to $232,354 million. Up to $40 million in TIF funding was approved for projects east of 8th Street that support:

- waterfront infrastructure related to resiliency and adaptation measures such as seawalls and marina improvements;

- rehabilitation and conservation of historic properties, which are defined as those listed individually on the Local Register of Historic Places or National Register of Historic Places, or contributing structures in Local or National Register districts;

- transit infrastructure projects; and

- parking improvements.

3 The contribution ceiling was based on prior and future TIF expenditures for projects and associated debt service costs incurred since the approval of the 2005 IRP Interlocal Agreement to the completion of the IRP program.

4 Tax increment funding from the IRP Redevelopment Trust Fund can be spent on projects east of 8th Street’s center right-of-way line.
TIF contributions from both the City of St. Petersburg and Pinellas County can be used for projects related to waterfront and transit infrastructure as well as rehabilitation or conservation of historic properties. Only City TIF contributions can be expended towards parking improvements.

The 2018 amendment to the IRP also approved the expenditure of no less than $75 million in TIF funding for redevelopment infrastructure improvements west of 8th Street related to the redevelopment of Tropicana Field. These improvements could include:

- brownfield mitigation and remediation to enable redevelopment;
- public open space amenities on the site including improvements that support the reactivation of Booker Creek;
- streetscape improvements that provide public rights-of-way such as alleys, sidewalks, pedestrian facilities and streets that assist in reestablishing the grid network on Tropicana Field and connect it with surrounding neighborhoods;
- transit infrastructure and improvements; and
- parking improvements.

PUBLIC IMPROVEMENT PROJECTS

When the City adopted the IRP in 1982, it identified an array of public improvement projects throughout Intown designed to facilitate private development. Major improvement goals included:

- redeveloping the downtown core into an intense mixed-use activity center that serves a broad range of dense land-uses;
- consolidating blocks for conveyance to developers;
- building parking garages to reduce or eliminate the demand for surface parking lots damaging to the urban fabric;
- enhancing the pedestrian experience by improving sidewalks, streetscaping and waterfront parks;
- expanding the cultural offerings through the ongoing development of what is now the Duke Energy Center for the Arts;
- developing a sports stadium;
- expanding market-rate residential development;
- establishing a transit system to reduce the need for automobile use downtown; and
- developing the Webb’s City site.

On many of these fronts, the City has made significant progress. In others, work remains. The section below outlines the public and private development activity that has taken place since the IRP’s adoption, as well as those actions that are needed. The projects identified are those which will have the greatest impact on leveraging private investment and provide important public amenities. All the public improvements will be
Unified Retail Program

The unified retail program encompasses an eight-block area (blocks A, B, C, D, E, G, Duke Energy/St. Petersburg College, and Jannus Landing - Map 4) within the Core. The project focuses on new development with intense retail activity that integrates with St. Petersburg College, Sundial, Jannus Landing, and the Beach Drive Shops and implements the Waterfront Plan.

The unified retail concept seeks to create pedestrian oriented streets within the Core, to establish a strong tie between the major retail blocks. This concept will create the type of compact retail area necessary for attracting pedestrian shoppers, generating retail variety, and creating a major focal point for the Core.

The unified retail concept establishes street and upper level activities in order to create a successful integration of retail stores. The successful development, marketing/promotion, management, and uniform maintenance of the unified retail district may require management by a single entity. Another important element of the unified retail program is ensuring quality architectural design unity and compatibility of existing development, new development and redevelopment within the core area.

The City's Land Development Regulations adopted in 2007 are the primary regulatory vehicle for ensuring the type and quality of development sought for Downtown. Through the Downtown Center zoning requirements, the LDRs establish allowable uses, development intensity, height, design details and other
features necessary for the vibrant urban environment sought by the Intown Redevelopment Plan. Consequently, all future development and redevelopment must be consistent with the Downtown Center zoning requirements as well as the Plaza Parkway Design Guidelines.

Below is a brief description of the development activity and use emphasis within the unified retail area:

**St. Petersburg College/Duke Energy Block** The block, located just east of Williams Park has made significant strides toward achieving the IRP’s vision. St. Petersburg College opened its Downtown Center in 2005 by renovating the former Maas Brother furniture building and providing 111,000 sf of classroom and administrative space. Duke Energy Florida opened its 220,000-sf headquarters in 2006 allowing it to consolidate its functions in Pinellas County. Finally, SPC, American Stage and the Florida Orchestra have collaborated to build a new 25,000-sf cultural arts center linked with SPC’s Downtown Campus that opened in 2009.

**Jannus Landing Block** The historic block has seen substantial renovation activity since the IRP’s inception, including the adaptive reuse of the Detroit Hotel into condominiums, as well as tenant improvements for restaurants, offices and specialty retail. The block has also served as a concert venue for several decades, adding to the cultural and entertainment mix essential for downtown. Future development should continue the existing mixed-use pattern with a major street-level retail emphasis to reinforce and support the unified retail program.

**Block A** The 2000 opening of BayWalk, a 160,000-sf urban entertainment center with shopping and movie theaters, was an immediate success, drawing nearly 3 million/year in its first few years. After struggling during the Great Recession and its aftermath, the complex underwent a $30 million renovation, and reopened in 2014 as Sundial St. Petersburg.

**Block B** The South Trust Tower at 125 2nd Ave N and the MidCore Parking Garage are the most significant development projects on this block. The 207,000-sf tower that opened in 1985 implemented the IRP’s vision for a major office component, while the parking garage satisfied a downtown-wide emphasis. The garage, completed in 2000, also provided nearly 60,000 sf of retail space. The construction of the Millennium Walkway, linking the MidCore Garage with Sundial, met the IRP’s design vision for a pedestrian network providing north/south connection lined by bronze sculptures.

**Block C** The block is strategically located between the waterfront park system, Beach Drive and Sundial. Two major condominium towers - Florencia (2000) and Ovation (2009) – opened in the 21st Century and implemented the IRP’s vision for mixed-use residential with a specialty retail emphasis to blend with Beach Drive Shops. The streetscape features, ground-floor retail and public art built by Ovation creates the major public open space that physically and visually links the unified retail core program with the waterfront park system.
Block D In 2011, this block located on Central Avenue is a surface parking lot, and is the most significant development site remaining in the in the Unified Retail Core. The Downtown Core zoning requirements call for an intense mixed-use block with significant ground-floor retail uses provided on all sides of the building. Because of the pedestrian linkages already established by the MidCore Garage arcade and the Millennium Walkway, major retail activity (2 or 3 levels) should be provided along a north/south pedestrian corridor linking Central Avenue with the Sundial block.

Block E When the IRP was first approved in 1982, the small block contained only the historic Ponce de Leon Hotel, an accessory structure and a surface parking lot. Since then the Hotel has undergone renovations, including the outfitting of three retail spaces for restaurant and nightclub use, and has been joined on the block by a Hampton Inn and Suites, a 92-room hotel with ground floor retail that opened in 2001.

Parking Structures

Public parking structures and mixed-use parking structures/transportation facilities will continue to be constructed at key locations within the core area. Through the 2017 amendments to the IRP, City Council allocated at least $4 million for “Downtown Transportation and Parking Improvements” that could be used to fund parking structures. In 2018, City Council also approved amendments increasing the budget for the IRP redevelopment program from $117.4 million to $232.4 million for additional projects. Of the $115 million increase, up to $40 million was allocated for projects east of 8th Street (see Revised Table 2). These structures should include ground level retail and may include air rights development above the parking structure, and will be located at appropriate locations within the IRP area (see Map 7).

Pedestrian System

An important part of establishing a strong downtown revitalization program is providing pedestrian amenities. The Land Development Regulations (LDRs) identify areas within Intown where development may be required to upgrade or enhance streetscaping.

The Plaza Parkway Design Guidelines described in Appendix B serve as the design framework for the level of pedestrian treatment (pedestrian system classification) that is intended by the LDRs. Other blocks in the redevelopment area may be considered for inclusion as part of the pedestrian improvement program depending upon the availability of trust fund money and participation by all property owners along a given block.

The pedestrian system cost breakdown for the Core includes, pedestrian mall areas, partial mall covering for weather protection, pedestrian improvements and skyways. The City will participate with the private sector in developing the pedestrian system.

Part of developing a unified core area is the ability to evaluate the design and human scale impacts of new development.
Many of these design considerations were addressed during the 2007 amendments to the City’s land development regulations that created the Downtown Center zoning districts. The urban design standards set forth in the DC districts improve the design and human scale of new development. These include

- Ensuring maximum building setbacks to create an urban edge to new development;
- “Stepbacks” for new construction above a certain height to prevent the creation of a “canyon effect” on downtown streets;
- Discouraging demolition of buildings without prior approval of a site plan and submission of building permits to maintain the urban fabric; and

Incorporation of a minimum amount of pedestrian type uses in new construction (i.e., galleries, shops, restaurants) to ensure street-level pedestrian activity on many of downtown’s major streets (see “A” and “B” Streets on Map 5).  

**Block Consolidation**

The Community Redevelopment Agency, for the purpose of consolidating development parcels, may undertake selected land acquisition to consolidate blocks for development. The Agency has undertaken acquisition before, most notably in assembling land in the 1990s for Sundial and the MidCore Parking Garage, as well as for the Duke Energy corporate headquarters during the early 2000s.

Block consolidation includes the establishment of the unified retail core concept (Blocks A, B, C, D, G, E,) and Duke Energy/St. Petersburg College, Sundial and Jannus Landing and consolidation of Block F (see Map 4).

The following is a brief description of the development activity and use emphasis of the remaining Core blocks (F and G).

**Block F** In 1991, construction was completed on a 340,000-sf mixed-use office tower. The tower, which has undergone several name changes, was the last large office project built in downtown before the opening of the Duke Energy headquarters. The tower's parking needs are mostly met by the nearby SouthCore Garage, which can be accessed by an elevated pedestrian bridge. Any future development on the site must comply with the requirements of the Downtown Center zoning district.

**Block G** The SouthCore parking garage occupies the entire block providing 1,300 parking spaces, and more than 130,000 sf of commercial space. Future development of the site or air rights must comply with the Downtown Core zoning district.

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5 Map 5 is for illustrative purposes. Please refer to the City’s Land Development Regulations for the most up-to-date information.
HISTORIC PRESERVATION

St. Petersburg has one of the oldest downtowns in the state of Florida and the rehabilitation and conservation of historic properties has shaped its economic development for the last forty years. In addition to the preservation of such landmarks as the Renaissance Vinoy, Snell Arcade, Kress Building, Mirror Lake High School, the Mirror Lake Library, the Coliseum and Lawn Bowling Club and Shuffleboard Courts, dozens of other smaller-scale historic preservation projects have helped preserve the unique architectural and local character of Downtown.

In fact, its impressive assemblage of pre-World War II architecture led Downtown St. Petersburg to be listed on the National Register of Historic Places in 2003 with hundreds of its structures identified as contributing to the character of the district. In addition, there are dozens of individually designated landmarks listed on the Local Register of Historic Places, the National Register of Historic Places or both.

To support the continued rehabilitation and conservation of historic properties, in 2018 City Council added up to $5 million to the IRP redevelopment program (see Revised Table 2).  

DUKE ENERGY CENTER FOR THE ARTS

The Duke Energy Center for the Arts, which includes the Salvador Dali Museum that opened in 2011, the Mahaffey Theater and other facilities, represents an important cultural resource and amenity to the community and a vital component of the downtown redevelopment program. It is necessary, therefore to prepare and periodically update (1) market and design studies to identify its appropriate role in the local and regional market (performing arts, theater, conventions, conferences and other related entertainment activities), and (2) facility improvements.

Project funding was required for market and architectural studies, public improvements required to support development of the Salvador Dali Museum, the rehabilitation of the Mahaffey Theater and expansion of the lobby, reorientation of the Theater entry toward the waterfront area, creation of an outdoor plaza, development of a new waterfront public park and funding for parking, landscaping and other related pedestrian and open space improvements (see Figure 1 for an aerial view of the Center and its environs).

WEBB’S CITY

When the IRP was first adopted in 1982, Downtown St. Petersburg was losing retail services and employment to the suburbs and struggling to retain its residential base. The Webb’s City project was devised to address these issues and encompasses a six-block area focusing on office, residential and residential service retail (see Map 6).

6 For the purpose of this section, historic properties are defined as those listed individually on the Local Register of Historic Places or National Register of Historic Places, or contributing structures in Local or National Register districts.
Figure 1
Duke Energy Center for the Arts and Environs
By the mid-1980s, the project was successful by attracting Webb’s Plaza, the AAA Headquarters, and the headquarters of St. Petersburg’s Fire Department. In fact, the Winn Dixie at Webb’s Plaza would be the only grocer to serve Downtown for nearly twenty years. By 2011, however, the Plaza is no longer competitive in the downtown retail market that emerged in the past fifteen years and is a potential redevelopment opportunity. In addition, another three blocks in the Webb’s City project area are either vacant or underbuilt, also providing redevelopment potential. However, as development in Downtown has resumed after the Great Recession, the Webb’s City area is poised to take off. In 2015, The Hermitage, 357-unit luxury apartment complex has broken ground in the 700 block of 1st Avenue South. Bordering Webb’s City are several projects that illustrate investment interest in the area, including: a Publix Supermarket under construction across 1st Avenue South, along with gallery space to support the Morean Arts Center and Hot Shop on Central Avenue; the renovation of the Historic YWCA Building at 642 2nd Avenue South into a high-end steakhouse in 2013; the conversion of a former public housing complex on Dr. Martin Luther King, Jr. Street South, into the market Urban Flats; and the construction of Casablanca Tower and Orion, both market-rate multifamily complexes on 8th Street South. Webb’s City’s strategic location between the IRP’s “Core Area,” Tropicana Field, the Intown West CRA and the Bayfront/All Children’s medical district make it an attractive redevelopment opportunity for several different market sectors. The Downtown Center zoning district describes the uses allowed for the Webb’s City project area. The LDRs along with the Plaza Parkway Design Guidelines, also prescribe appropriate urban design treatments for this important area.

THE DOWNTOWN WATERFRONT AREA

The Downtown waterfront park system stretches from the Vinoy Park Hotel along 5th Avenue NE to the Salvador Dali Museum at the Duke Energy Center for the Arts on Bayshore Drive/Dali Boulevard SE (Figure 2). It represents St. Petersburg’s signature planning triumph and continues to attract millions of visitors a year for festivals, dining, sports, culture and entertainment, and leisure. Over many years, the City has attempted to upgrade facilities to respond to the waterfront’s ever-evolving needs. For instance, in the late 1980s, the City constructed $12.5 million in Improvements to the Pier and Pier approach that expanded parking opportunities.

The IRP’s objective for the Downtown Waterfront Area entails the continued revitalization of the waterfront parks and Pier area and focuses on development of specialty retail, parking, cultural and recreational facilities. To that end, the City will be funding major public improvement projects to sustain and expand the success of Downtown St. Petersburg, including the Municipal Pier Project, implementation of the Downtown Waterfront Master Plan and continued streetscaping and waterfront park investments.

The Municipal Pier Project

The $50-million Municipal Pier Project will result in extensive renovation or replacement of the Pier based on problems and
Webb’s City Project Area

Map 6

Intown Redevelopment Plan

5th St S
6th St S
7th St S
8th St S
10th St S
1st Ave S
2nd Ave S
3rd Ave S
4th Ave S
Orion

Dr. ML King Jr. St. S

Public

The Hermes Apt

Landmark Plaza

Lincoln Plaza
issues cited in a City Engineering report to City Council on March 13, 2004, and subsequent documents. The report identified issues of deterioration that would not be remedied through the City’s ongoing Pier maintenance program and determined that these efforts were not cost effective.

**Downtown Waterfront Master Plan**

On November 8, 2011, St. Petersburg voters approved an amendment to the City Charter requiring City Council to “develop and approve an inclusive Downtown Waterfront Master Plan (DWMP) by July 1, 2015.” On June 4, 2015, City Council approved the DWMP, which identified nearly $800 million in potential public and private improvements throughout the DWMP planning area that will enhance St. Petersburg’s signature planning achievement.

The study area for the DWMP is comprised of six “character” districts that collectively span approximately seven miles of contiguous public waterfront beginning at the Northeast Exchange Club Coffee Pot Park on the north to Lassing Park to the south. Two of the districts – Pier District and South Basin District – are wholly contained within the Intown Redevelopment Area. The Pier District lies east of Beach Drive, north of Demens Landing and south of the North Mole seawall. The South Basin District adjoins the Pier District to the south and reaches south to Albert Whitted Park and is generally bounded on the west by 1st Street South. A portion of a third district - North Shore- lying south of 7th Avenue NE and east of Bayshore Drive is within Intown (see Figure 2).

City Council’s near concurrent approval of the Downtown Waterfront Master Plan with its May 2015 approval of the new St. Petersburg Pier design provides an opportunity to fund strategic public improvements within the Pier Approach to better link the proposed Municipal Pier with the bustling activity found on Straub Park, Beach Drive, Sundial St. Petersburg and Central Avenue. Within the Pier District, the DWMP identified $51.7 million in improvements. Within the Pier Approach the City will fund through tax increment financing $20 million in public improvements including but not limited to the redesign of existing downtown parks; street reconfiguration and streetscaping; and development of the Vinoy Basin area, any portion of which may include, without limitation, pedestrian areas and facilities, an open market, ferry/water taxi facilities, and restaurant/café facilities.

In 2017, City Council approved up to $10 million for “Enhancements to the Municipal Pier Project” and/or “Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District”. Any surplus that remains from this funding source will be used to augment the $4 million in TIF allocated to the “Downtown Transportation and Parking Improvements” project (see Revised Table 2).

Another $2.5 million to fund park improvements that was approved in 2005 will continue the City’s focus on maintaining and improving the IRP’s park system and facilities as support amenities for Downtown’s residential and specialty retail market (see Revised Table 2).

In 2018, City Council increased the redevelopment program
budget by $75 million with $40 million allocated for improvements east of 8th Street, such as climate resiliency/adaptation projects (i.e., seawall and marina construction) (see Revised Table 2).

The City Charter will require a public referendum for any disposition of or long-term lease on City property in the Downtown Waterfront Area east of Beach Drive to the Municipal Pier structure.

RESIDENTIAL DEVELOPMENT PROGRAM

The development of an expanded residential base in the Intown is essential to achieve a successful downtown redevelopment program. People living and working downtown will generate the 24-hour activity and community spirit necessary to continue the expansion of the downtown economic and cultural base. One important aspect of residential development is the utilization of the existing housing stock.

To ensure housing opportunities for all citizens of St. Petersburg, the residential development program focuses on two aspects of the housing market:

1. aid low and middle-income persons in the rehabilitation of their property or investor owners who provide housing for low and middle-income groups; and

2. aid in defining and assisting new middle-income residential development and infill housing, and ensuring its compatibility with the surrounding neighborhood. New low-income housing will continue to be provided through the City's existing programs in the Jamestown and Gas Plant area and through other federal programs.

The residential development program utilizes a variety of federal, state and local programs to encourage new housing and rehabilitation of the existing housing stock. This plan incorporates spot clearance and rehabilitation on a majority of the blocks in the redevelopment area and in other selected blocks utilizes rehabilitation and block consolidation for new infill housing (see Map 7). The program will consist of voluntary and compulsory participation by owners in the rehabilitation of their buildings in accordance with design criteria set forth in this plan.

The available funding alternatives include, but are not limited to, the following:

Federal

- 312 Rehabilitation Loan Program offers direct loans and works on a revolving loan fund basis;
- Section 8 rent supplement for low-income persons.
- Mortgage insurance programs designed to encourage lending institutions investment in housing by reducing the risk related.
- The Historic Preservation Tax Credit program provides a 20 percent tax credit for developers of who renovate rental housing that are listed on the National Register of
Historic Places.

State

- The Community Contribution Tax Credit (Section 220.183, F.S.) offers a 50% credit against state corporate income taxes for contributions of up to $200,000, for community development, which could be used as direct grant or to start a revolving loan fund;

- The State of Florida provides tax incentives and loans to carry out projects in declared or distress areas;

- The Florida Housing Development Finance Agency may make available financing opportunities for residential rehabilitation, specifically through tax-exempt bonding.

Local

- promoting development of residential services;

- use of tax increment financing for residential related public improvements, such as recreation areas (use of alleyways), infrastructure, landscaping, lighting, etc;

- City may initiate vacation of alleys and streets for development;

- use a loan principal or interest subsidy program on conventional loans;

- use of tax increment financing for land acquisition;

- use of the Ad Valorem Tax Exemption for Historic Properties enabled by City ordinance;

- City may issue housing mortgage revenue bonds;

- local banks establishing a special loan pool for all types of residential development.

The key to encouraging the housing market to respond to the needs of housing consumers and stimulating new residential growth in the downtown, lies in creative financing techniques. When the IRP was adopted, it was estimated that the plan could generate 1500 or more additional housing units in the area. The IRP has exceeded that estimate. Since the IRP was adopted in 1982, more than 2,100 residential units have been added within the community redevelopment area through 2015. In the rest of downtown, more than 820 dwelling units have been constructed during the same period. All but approximately four hundred units have been constructed since 1998 throughout downtown.

Block Consolidation

The Community Redevelopment Agency, for the potential purpose of consolidating parcels, may undertake selected land acquisition for the residential development program. Blocks identified for consolidation are shown on Map 7.

The residential program involves the Vinoy project and the University Park Residential District. The development concept for these areas is described below:
Vinoy Project

The Vinoy Project encompassed the renovation of the Renaissance Vinoy Park Hotel, construction of condominiums on adjoining property and establishment of a marina. The Vinoy represents a unique landmark within the City's signature waterfront park system. At one time in the 1970s and 1980s, the Vinoy was an economic and aesthetic blight on the waterfront due to its deteriorated condition and vacant status for approximately 18 years, from 1974 to 1992. However, its restoration and reopening in 1992, the development of the Vinoy Condominiums in 2001, and the construction of the yacht basin, have been essential ingredients in the resurgence of downtown and the waterfront.

The continuing use of the Vinoy for residential or hotel uses, or both, is vital to establishing and maintaining a permanent population base in the downtown in order to stimulate and support hotel, office and retail growth, expand the City's tax base, encourage the rehabilitation of existing downtown neighborhoods, and reinforce the aesthetic quality of the waterfront park system.

The continued success of the Vinoy development will:

- ensure compatible development on the site that is sensitive to the visual image of the waterfront;
- develop and preserve a 200-foot wide open space buffer parallel to and west of Bayshore Drive NE between 7th Avenue NE and Fifth Avenue NE;
- protect the community's investment in the downtown waterfront park system; and
- enhance and achieve the specific development goals the Downtown Waterfront Area.

University Park

Block “K” and Block “L” are located in an area identified by Downtown Core zoning for residential support (see Map 4 on page 16). The design concept should provide ground level green open space and may provide support service retail, in conformance with underlying zoning requirements.

The remainder of the district (8th-4th Streets between 3rd Avenue South and I-175) is appropriate for selected land acquisition and demolition for new in-fill housing and housing rehabilitation.

TRANSPORTATION PROGRAM

A vibrant downtown requires a transportation system that balances automobile access with pedestrian-oriented facilities such as light rail, bus, trolley, biking and walking. The transportation program for Downtown St. Petersburg is a multimodal approach that recognizes Downtown as a regional activity center within Tampa Bay that needs to accommodate vehicular traffic while also maximizing the pedestrian experience so vital to its success. The City also expects that multiple stations will be located within Intown to serve any premium transit system that will be developed to improve regional access to Downtown St. Petersburg.
The interstate system carries visitors and workers to and from Downtown St. Petersburg, but once in Downtown the IRP program focuses on providing mass transit opportunities. The Pinellas Suncoast Transit Authority (PSTA) operates more than a dozen bus routes that use Williams Park in Downtown as a transfer point. In 2016, the City worked with PSTA to relocate the transfer point from Williams Park and create a new grid bus network in Downtown. In 2017, City Council approved $4 million for “Downtown Transportation and Parking Improvements” to fund improvements to the Intown transportation network.

Transit within Intown and its environs is provided by the Looper Trolley, which was established in 1996. The program is administered by the St. Petersburg Downtown Partnership, Inc., and receives funding from several different sources, including the City of St. Petersburg, Pinellas Suncoast Transit Authority, Florida Department of Transportation and private sector organizations. The Looper serves the main activity generators in downtown including the waterfront park system and Beach Drive, Central Avenue, and the Duke Energy Center for the Arts.

The Downtown Partnership, or successor, is also responsible for the Central Avenue Shuttle, which was established in Fall 2009. The Shuttle links the Downtown waterfront with the Grand Central Main Street District along Central Avenue.

In a dense urban environment, bicycles are an important mode of transportation costing little and using little space for parking. The City has been integrating bike lanes onto many downtown streets for the last decade to improve cyclist safety. In 2008, the Pinellas Trail was extended into downtown St. Petersburg along First Avenue South allowing users to travel on the trail from Demens Landing on Tampa Bay to Tarpon Springs. The trail is separated from traffic by parking and curbs to better ensure user safety.

Finally, several sites within Intown have been identified to serve as stations for the region's first Bus Rapid Transit (BRT) project. As planned, the Central Avenue BRT would travel the First Avenue corridors from Downtown to the Gulf Beaches. The goals of the project are to develop and implement a successful BRT project along St. Petersburg's Central Avenue corridor that supports local revitalization and economic development plans; improves long-term livability; enhances safety and access for pedestrians and bicyclists; attracts new ridership; supports the unique character of the area; and provides service in a cost-effective manner.

The preferred route for the Central Avenue BRT service is from Downtown to Grand Central Station and then to St. Pete Beach. The Central Avenue BRT project is a top priority for the Pinellas Suncoast Transit Authority (PSTA) and it is included in the Tampa Bay Area Regional Transportation Authority's Master Plan. Additional funding will be needed to produce the final design plans, construct the project, acquire BRT vehicles and operate the service. The City and PSTA are actively seeking this funding from federal and state funding sources.

PLAZA PARKWAY

The Plaza Parkway program entails construction of public
Map 7
Public Improvement Projects in the Intown Redevelopment Area

Intown Redevelopment Plan
improvements, including pedestrian system improvements, as an incentive for owners to rehabilitate or redevelop their property. To that end, the City has allocated $2.5 million for the program from tax increment financing (see Revised Table 2). In addition, the program also requires property owners undertaking development to upgrade streetscaping, construct façade treatments and provide appropriate uses in downtown to implement the City’s objective for a pedestrian-friendly downtown. (Such treatments are described in the Land Development Regulations and design requirements specified in the Plaza Parkway Design Guidelines.)

The primary focus of the program is on the properties located on Pedestrian Level “A” and “B” streets (see Map 5), although this program can be expanded to any part of the Intown Redevelopment Area. All other streets not designated as “A” or “B” streets shall comply with the minimum streetscape provisions provided in the Plaza Parkway Street System (see Appendix B for “Plaza Parkway Design Guidelines”).

UTILITY PROGRAM

Water, sewer and other utilities in the Intown represent an important factor in revitalizing the area. Because of the age and substandard line sizes in the Intown, a detailed analysis of utilities is being conducted that will eventually result in a programming of capital improvements to meet the expected increase in demand.

Funding sources for infrastructure improvements will be through the City’s capital improvement program and possibly Federal and State funds.

Costs incurred for the City to re-route water and sewer lines within or around a block because of a private development project will be borne by the developer.

STADIUM PLAN TROPICANA FIELD REDEVELOPMENT PLAN

The Stadium Plan Tropicana Field Redevelopment Site is was originally planned as a multi-purpose stadium project that was constructed on the original Gas Plant site. City Council approved an amendment to the Intown Redevelopment Plan changing the development program for the area to allow construction of a domed stadium. The stadium was opened to the public on March 3, 1990, eventually welcoming Major League Baseball in 1998.

Beginning in 2007, the City and the Tampa Bay Rays began discussions on redeveloping the Tropicana Field site when the Rays proposed building a stadium on the Downtown Waterfront, a bid that was ultimately withdrawn by the team. In 2016, the City contracted with a consulting team to prepare a master plan for Tropicana Field that included a stadium along with other complementary uses such as residences, offices, hotels and specialty retail uses. Another master planning effort began in 2018 to identify the redevelopment potential of Tropicana Field without a stadium use.

All of these planning efforts recognized the catalytic development opportunity posed by the Tropicana Field site, not only for Downtown and St. Petersburg, but also for the Tampa Bay area. With its downtown location and stellar transportation access to the region, Tropicana Field’s...
redevelopment can be an economic driver that provides thousands of new jobs for the community for a generation or more.

At the same time, preparing the site for redevelopment will require substantial improvement to its infrastructure, ensuring compatible physical and functional connections of its development with surrounding neighborhoods, and remediation/mitigation of a brownfield on the property to enable development.

To that end, City Council amended the IRP in 2018 to allow the expenditure of no less than $75 million in TIE funding for redevelopment infrastructure improvements west of 8th Street related to the redevelopment of Tropicana Field. These improvements could include

- brownfield mitigation and remediation to enable redevelopment;
- public open space amenities on the site including improvements that support the reactivation of Booker Creek;
- streetscape improvements that provide public rights-of-way such as alleys, sidewalks, pedestrian facilities and streets that assist in reestablishing the grid network on Tropicana Field and connect it with surrounding neighborhoods;
- transit infrastructure and improvements; and
- parking improvements.

OTHER PROJECTS

The previously described public improvements represent important elements of revitalizing the area and providing an expanded and diversified retail, employment, residential and cultural base. In addition to these areas, other sites have been identified for selected public improvements:

- The City may participate in a joint development with the County and/or other private developer(s) in constructing a public parking structure or mixed-use parking structure/transportation facility at an appropriate location within the IRP area. Office and/or retail or other allowable uses shall be located on the ground level of the parking structure and may be located above the parking structure.

- In conjunction with the rehabilitation of the Vinoy Park Hotel and adjacent new residential development, the City supported the development of marina slips adjacent to 5th Avenue NE in the North (Vinoy) Basin.

- Several sites within the redevelopment area may require block consolidation for commercial and/or residential development. These blocks are located on the fringe between the Core and the residential area, representing a transition zone requiring appropriate planning design and development. The blocks in this transition zone are identified as "I" and "J" on Map 4 on page 16. Future development shall comply with the Downtown Center zoning requirements.
### TABLE 1

**Major Public Improvement Projects Implemented in the Intown Redevelopment Area**

1982 to 2004

<table>
<thead>
<tr>
<th>Project</th>
<th>Development Cost (1)</th>
<th>TIF - City and County</th>
<th>City and Other Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stadium Development (Tropicana Field)</td>
<td>$209,549,851</td>
<td>$22,500,000</td>
<td>$187,049,851</td>
</tr>
<tr>
<td>Bayfront Center/Mahaffey Theater Renovation</td>
<td>27,157,920</td>
<td>8,209,000</td>
<td>18,948,920 (2)</td>
</tr>
<tr>
<td>Sundial and MidCore Garage</td>
<td>22,135,606</td>
<td>5,496,000</td>
<td>16,639,606</td>
</tr>
<tr>
<td>South Core Garage</td>
<td>20,377,765</td>
<td>13,887,000</td>
<td>6,490,765</td>
</tr>
<tr>
<td>Development Sites Acquisition Costs</td>
<td>16,032,171</td>
<td>632,000</td>
<td>15,400,171</td>
</tr>
<tr>
<td>The Pier</td>
<td>14,862,273</td>
<td>1,600,000</td>
<td>13,262,273</td>
</tr>
<tr>
<td>Intown Streetscape Program</td>
<td>5,696,215</td>
<td>620,000</td>
<td>5,076,215</td>
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<tr>
<td>Waterfront Park Improvements</td>
<td>2,214,353</td>
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<td>2,214,353</td>
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<tr>
<td>Downtown Museums Development</td>
<td>1,294,438</td>
<td>800,000</td>
<td>494,438</td>
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<tr>
<td>Downtown Transit Initiatives</td>
<td>583,110</td>
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<td>583,110</td>
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<tr>
<td>Downtown Marketing and Promotion</td>
<td>231,070</td>
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<tr>
<td>Duke Energy Park Improvements</td>
<td>204,021</td>
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<td>204,021</td>
</tr>
</tbody>
</table>

| Total                                       | $320,338,793         | $53,744,000            | $266,594,793           |

(1) Some projects include land acquisition costs.
(2) $2.6 M of development cost was donated by the Mahaffey Theater Foundation as part of the 1987-88 renovations.
SUMMARY

Map 7 illustrates some of the various public improvements proposed and/or implemented in the Intown Redevelopment Plan since its inception, some of which have been described in the sections above. Table 1 describes projects implemented between 1982 and 2004 and their source of funding.

One important conclusion should be noted in regard to the trust fund allocation. Tax increment bonds have not been the only source of redevelopment funding in the past nor will they be the only source of funds available in the future for implementing projects. As outlined in Tables 1 and 2 and described in the “Methods of Financing” Chapter, a wide range of sources have been and may be used for project funding. The tax increment generated by the redevelopment area serves only as a starting basis.

ADMINISTRATIVE AND RELOCATION COSTS

Business and residential relocation costs and administrative costs related to the project will be funded through tax increment trust fund or tax increment bond proceeds. Tax increment bond proceeds may be used for necessary architectural and other professional services to implement development projects described in the Plan.

PROPERTY DISPOSITION AND DEVELOPMENT POLICY

For the purposes of this Plan, the Community Redevelopment Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To the extent permitted by law, the Agency is authorized to dispose of real property in accordance with Florida Statute Chapter 163 and in compliance with this Plan.

Owner Participation

Owner participation is an important part of ensuring a cohesive downtown revitalization program. Therefore, owner participation is encouraged in the redevelopment of downtown.

Before the City pursues any development project on a particular site, contact will be made with the property owners to determine their interest in participating in the project. Such participation by an owner shall be contingent upon execution by such owner of a binding agreement by which the property retained or acquired will be developed and used in conformance with the plan.

The Community Redevelopment Agency may, prior to the execution of an agreement, determine in its sole discretion that it is in the best interest of the City to acquire such property for development by the City or disposition for competitive bidding. The Community Redevelopment Agency may acquire property which is retained by an owner under an Owner Participation Agreement if the owner fails, refuses or neglects to perform his/her obligation under said agreement.
### REVISED TABLE 2
**Intown Redevelopment Plan**

**TIF Funding Required for New Public Improvement Projects - 2005-2035***

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Pier Project (1)</td>
<td>2008-2020</td>
<td>Downtown Waterfront at 2nd Avenue NE</td>
<td>$50M</td>
<td>To be Determined</td>
<td>$50M</td>
</tr>
<tr>
<td>Downtown Waterfront Master Plan Improvements – Pier District</td>
<td>2016-2020</td>
<td>Pier Approach</td>
<td>$20M</td>
<td>No other public funding identified.</td>
<td>$20M</td>
</tr>
<tr>
<td>Duke Energy Center for the Arts</td>
<td>NE Corner of 1st St/5th Ave S</td>
<td></td>
<td>$31.286M</td>
<td>City ($2.932M)</td>
<td>$31.286M</td>
</tr>
<tr>
<td>Mahaffey Theater</td>
<td>2005-2011</td>
<td></td>
<td>$25.854M</td>
<td>City</td>
<td>$28.354M</td>
</tr>
<tr>
<td>Salvador Dali Museum</td>
<td>2010-2011</td>
<td></td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
<tr>
<td>Enhancements to the Municipal Pier Project (2)</td>
<td>2017-2020</td>
<td>Downtown Waterfront at 2nd Avenue NE</td>
<td>$10M</td>
<td>No other public funding identified.</td>
<td>$10M</td>
</tr>
<tr>
<td>Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District (2)</td>
<td></td>
<td>Pier Approach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Downtown Transportation and Parking Improvements</td>
<td>2017-2020</td>
<td>Throughout the IRP District</td>
<td>$4M</td>
<td>No other public funding identified</td>
<td>$4M</td>
</tr>
<tr>
<td>Pedestrian System/Streetscape Improvements</td>
<td>2006-2035</td>
<td>Throughout IRP District</td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
<tr>
<td>Park Improvements</td>
<td>2006-2035</td>
<td>Waterfront Park System</td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
<tr>
<td>Utility Improvements</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City and Private Developers</td>
<td>TBD</td>
</tr>
<tr>
<td>Signage</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City</td>
<td>TBD</td>
</tr>
</tbody>
</table>

* TIF expenditures may only be utilized for those Designated Projects in Revised Table 2 where TIF funds are required as noted herein; provided, however, that no TIF expenditures may occur for Projects other than Designated Projects with TIF funds required as noted herein, without prior approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners. Although the Intown Redevelopment Plan is scheduled to expire on 2032, an additional three (3) years have been allotted for the service of any outstanding debt related to these Designated Projects.
## REVISED TABLE 2
Intown Redevelopment Plan
TIF Funding Required for New Public Improvement Projects - 2005-2035*

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $Millions) (e)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bicycle Trails</td>
<td>2005-2035</td>
<td>Throughout-IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
<tr>
<td>City Marina Improvements</td>
<td>2005-2035</td>
<td>Throughout-IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
<tr>
<td>Waterfront, Transit, and Parking Improvements</td>
<td>2019-2035</td>
<td>IRP District East of 8th Street</td>
<td>$35M</td>
<td>No other public funding identified</td>
<td>$35M</td>
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<tr>
<td>Resiliency/Adaptation infrastructure</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Transit infrastructure and improvements</td>
<td></td>
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<tr>
<td>Parking improvements (City TIF only)</td>
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<tr>
<td>Rehabilitation and Conservation of Historic Resources (3)</td>
<td>2019-2035</td>
<td>IRP District East of 8th Street</td>
<td>$5M</td>
<td>No other public funding identified</td>
<td>$5M</td>
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<tr>
<td>Redevelopment Infrastructure Improvements (3)</td>
<td>2019-2035</td>
<td>IRP District West of 8th Street</td>
<td>$75M</td>
<td>No other public funding identified</td>
<td>$75M</td>
</tr>
<tr>
<td>Brownfields Mitigation/Remediation</td>
<td></td>
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<td></td>
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<tr>
<td>Public Open Space Amenities, including</td>
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<tr>
<td>Improvements to Booker Creek</td>
<td></td>
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<tr>
<td>Streetscape Improvements to Re-establish Grid</td>
<td></td>
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<td></td>
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<tr>
<td>Network on Tropicana Field Site (i.e., sidewalks, pedestrian facilities, alleys, streets)</td>
<td></td>
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<tr>
<td>Transit infrastructure and improvements</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Parking improvements</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Maximum TIF Funds Required: $147232.354 M
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(1) Because of the size of the project, the timing and/or amounts necessary for the Municipal Pier Project may need to be revised in the future. Such changes shall only occur in an amendment to the Interlocal Agreement between the City and County.

(2) The allocation of up to $10 million in TIF for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be determined by the City. Any of the $10 million in TIF not utilized for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be allocated to augment the $4 million in TIF allocated to Downtown Transportation and Parking Improvements.

(3) The allocation of up to $35 million in TIF for Waterfront, Transit, and Parking Improvements East of 8th Street and the allocation of up to $5 million in TIF for Rehabilitation and Conservation of Historic Resources East of 8th Street shall be determined by the City. Any of the summed $40 million in TIF not utilized for Waterfront, Transit, and Parking Improvements or Rehabilitation and Conservation of Historic Resources shall be allocated to augment the $75 million in TIF allocated to Redevelopment Infrastructure Improvements West of 8th Street.

(4) "TIF Funds Required" refers only to the anticipated construction and capital costs and not any required debt issuance or financing costs, which can also be funded with TIF.
The Community Redevelopment Agency shall reserve such powers and controls through disposition and development agreements with purchaser or leases of property as may be necessary to insure that development conforms to this plan. The leases, deeds, contracts, agreements and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes or any other provisions necessary to carry out this Plan.

ENFORCEMENT

After development, the administration and enforcement of this Plan or other documents implementing this Plan shall be performed by the City or the Agency.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by Court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this plan. In addition, any recorded provisions expressly for the benefit of owners of property in the project area may be enforced by such owners.

The provisions of this Plan shall be effective until April 7, 2035.

DESIGN AND DEVELOPMENT GUIDELINES

The design and development guidelines listed below were created in order to ensure compatibility between the types of developments that are desired in the downtown and how such developments should relate to the environment and each other.

All real property in the project area is hereby made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the date of adoption of this Plan, except in conformance with the provisions of this Plan and all applicable State and local laws in effect from time to time.

DESIGN PARAMETERS

General

- All redevelopment sites shall meet all the applicable Land Development Regulations.

- Developers of projects within the redevelopment area shall submit project proposals and designs to the Community Redevelopment Agency (CRA) for development review.

- All development should demonstrate the use of energy conservation techniques to reduce space cooling, hot water, and space heating demands. These techniques should address, but not be limited to:
- building orientation
- building facade materials
- shading of buildings and parking lots
- wind control for cooling ground level spaces and/or buildings
- use of solar energy (if practical) to meet development energy needs or individual building requirements, e.g., shared solar hot water
- use of paving material other than concrete or asphalt for parking lots to reduce area heat gain (such as turf block)
- use of natural sunlight for interior lighting (daylighting).

• All new and redeveloped surface parking areas shall be landscaped according to applicable City requirements.
• All parking structures should provide decorative facades through building materials and/or landscaping along each parking level and shall contain street level retail, office, cultural, or recreational activities.
• All buildings within the development project should integrate architecturally, aesthetically and functionally through building design, materials, open spaces, scale, circulation systems, pedestrian level activities, and uniform signage and lighting.
• All new development and redevelopment should provide design elements (trees, canopies, street furniture, entryways, etc.) to bring the building and related activity spaces in scale with human dimensions and perception of space.

• Development should provide appropriate architectural variety to the area and generate street level activities, such as outdoor cafes and cultural activities.

Open and Pedestrian Spaces

Open spaces shall:
- be directly linked to the pedestrian system (sidewalks or skyways) and these links shall meet the Plaza Parkway Design Guidelines established in Appendix B; and
- provide sufficient lighting to ensure night security;

Open spaces should:
- relate to activities and buildings within the block;
- establish visual and functional ties to surrounding activities and create a sense of seclusion in spaces set aside from the main pedestrian flow such as found in court yards;
- provide various types of open space use (public, private, and semi-public spaces);
- provide sit-ability in terms of comfort and number of seating spaces (1 linear foot of seating space for each 300 square feet of open space), and such seating can be provided by appropriately designed benches, ledges or
Residential

- All infill development should create a sense of place and neighborhood identity by relating to old and new architecture and by developing interrelated open and pedestrian spaces.
- All new development within and adjacent to residential areas should relate in building scale and mass with the surrounding neighborhood.

Waterfront

Within the boundaries of the City of St. Petersburg lies one of the most unique aesthetically and economically valuable assets of the Region; our downtown waterfront.

The park-like character of the waterfront forms a U-shape around the eastern edge of the downtown which is anchored at its southern end by the Duke Energy Center for the Arts, and its northern end by the Vinoy property. These two anchors represent prominent visual points that frame the Intown waterfront park system and, therefore, the development of the Vinoy site and the Duke Center for the Arts as activity and visual image centers is very important to the successful redevelopment of the downtown, the use of the waterfront as a public activity space, and the reinforcement of the aesthetic quality of the waterfront park system.

The downtown waterfront has established itself as an area with its own sense of time and place. In order to preserve and
enhance this historical and visual continuity, it is important to establish the design compatibility of buildings along the waterfront with each other as well as with the park-like character of the waterfront. It is equally important to provide for a variety of activities along the waterfront and in the downtown so all citizens of St. Petersburg can enjoy the present and the future opportunities these City assets create.

Vinoy Property Development

The Vinoy property is approximately bounded by 5th Avenue NE and 7th Avenue NE, and Bayshore and Beach Drives NE. Design considerations for the property include:

- shall maintain a compatible design relationship to the Vinoy and the waterfront in terms of building mass, scale, height, materials, color, and architectural character;
- shall provide for a 200-foot wide open space buffer parallel to and west of Bayshore Drive between Baywood Park and Fifth Avenue N.E. to maintain the open character of the waterfront allowing for visual access to and through the open space buffer area;
- shall preserve the Banyan trees and Indian Midden;
- shall provide landscaped buffers along all streets and any walls facing the street;
- shall landscape parking structures and areas;
- shall provide a landscaped design separation between the development, Baywood Park and open space buffer parallel to and west of Bayshore Drive.

- shall avoid utilizing large and continuous building masses to create a walled image or effect along Fifth Avenue N.E., since it is important to maintain the aesthetic charm and openness of the Vinoy Basin area and waterfront park system, especially as viewed from Pier Park and along Straub Park.
- should minimize visual intrusion of parking structures along Fifth Avenue N.E. and Bayshore Drive via landscaping and/or site design of the project;
- The development that conforms to the stipulation entered into between the parties and approved by a final judgment executed by Judge Bryson on December 3, 1982, in the case of Padula and Workman v. City of St. Petersburg (Circuit Civil No. 82-6574-17) shall be deemed to conform to the provisions of the Community Redevelopment Plan. This final judgment is recorded at pages 7 and 8 of O.R. Book 5439 of the Official Records of Pinellas County, Florida.

Core Area (Unified Retail Core)

- Mediterranean Revival is a prominent architectural style in St. Petersburg. Mediterranean Revival design elements should be encouraged in the Core Area. New development should use appropriate building materials
and design elements such as stucco, key stone or cast stone to highlight entryways and along 1st and 2nd level facades, barrel tile roofs, terra cotta tiles, towers with pyramidal or triangular shaped tops, accent brick (light colors), or canopies, arches, and arcades.

- The Jannus Landing Block should be rehabilitated or redeveloped in keeping with the architectural style (vernacular), scale, and character of the block. This involves addressing design issues related to the preservation of important building facades, pedestrian linkages through the block, and integrating internal and external open spaces.

- The Core area will be encouraged to develop using the concept of a strong pedestrian orientation including open spaces and plazas.

- The Unified Retail Core should capitalize on and reinforce the existing urban fabric of the waterfront and the existing downtown business district.

- The major pedestrian axes shall directly link the waterfront and downtown business district.

- The major pedestrian axes shall function as the major retail spine linking the existing downtown business district.

- Retail activity will be encouraged to orient along the street as well as within the interior parts of the development.

- The pedestrian/open space system within the Core Area shall be a series of interconnected outdoor and/or indoor open spaces, with a focus on water features that link developments within the Core and to Downtown, Williams Park, the Waterfront and the Duke Energy Center for the Arts. Developments in the Core Area shall provide for the pedestrian/open space system through maximum use of natural sunlight through a large or series of glass atriums or open air designs (high ceilings, central outdoor plazas, sunlight filtration from the ceilings). Gateway/entry points into the pedestrian/open space system shall be highlighted through large landscaped plazas or open spaces. The pedestrian/open space system and gateway shall include features such as sculptures, water landscaping and murals to create an exciting urban space.

- Development along the waterfront (Beach Drive) should maintain a building (east-west) axis perpendicular to Beach Drive on levels above the second floor.

Webb’s City

- All new development shall conform to the requirements of the Downtown Center zoning district and the Plaza Parkway Design Guidelines.
Rehabilitation

- Rehabilitation of existing structures shall conform to all applicable rules and regulations of the City of St. Petersburg.

- All buildings (including fences and accessory structures) within a commercial or residential rehabilitation project should integrate architecturally, aesthetically and functionally through building design, materials, scale, open spaces, circulation systems, pedestrian level activities, and uniform signage and lighting.

DEVELOPMENT GUIDELINES

- All new development shall be consistent with the permitted uses in the downtown zoning district in which it is located.

- Development intensity and uses shall be governed by the underlying zoning district. Of particular note are the Downtown Center zones (DC) which provide for mixed-use development based on floor area ratio (F.A.R.) system as outlined below:

<table>
<thead>
<tr>
<th>District</th>
<th>Emphasis</th>
<th>FAR+</th>
</tr>
</thead>
<tbody>
<tr>
<td>DC-C</td>
<td>Downtown Core</td>
<td>4.0 to 8.0</td>
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<tr>
<td>DC -1</td>
<td>Downtown Support</td>
<td></td>
</tr>
<tr>
<td></td>
<td>East of Dr. ML King St</td>
<td>3.0 to 7.0</td>
</tr>
<tr>
<td></td>
<td>West of Dr. ML King St</td>
<td>3.0 to 5.0</td>
</tr>
<tr>
<td>DC -2</td>
<td>Downtown Residential</td>
<td>3.0 to 5.0</td>
</tr>
<tr>
<td>DC -3</td>
<td>Downtown Waterfront</td>
<td>2.0 to 3.0</td>
</tr>
<tr>
<td>DC -P</td>
<td>Downtown Park</td>
<td>0.2</td>
</tr>
</tbody>
</table>

*Range only applies from base FAR to administrative approval of FAR bonuses through streamline process. Additional bonuses can be awarded through a public hearing.*

The Downtown Center land development regulations also contain bonus and exemption provisions which allows an increase in floor area ratio (F.A.R.) if selected open space, building program and urban design features are incorporated into the project. These include, but are not limited to, protecting designated historic landmarks, providing affordable housing, including retail uses on the first floor of a mixed use project, constructing streetscape improvements and providing specified percentage of office space. For more details on FAR bonuses, see the Downtown Center land development regulations.

- The major retail activity of the Intown shall be located in conformance with the uses permitted in the Downtown Center zoning district as depicted on Map 3 and described in the “Plan Emphasis” section contained herein.

- To encourage consolidation of blocks and promote a unified development concept, the City will consider the closing of selected streets and alleyways in accordance with an appropriate proposal.
• The development of both affordable and market rate housing should be encouraged through incentives.

• Building rehabilitation should conform to the permitted uses of the downtown zoning district in which it is located.

Uses or structures that, by reasons of appearance, traffic, smoke, glare, noise, odor, or other similar factors, would be incompatible with surrounding areas or structures shall not be permitted in any part of the project area.
MEMORANDUM
Council Meeting of July 12, 2016

TO: Chair Lisa Wheeler-Bowman and Members of City Council
FROM: Heather Judd, Assistant City Attorney
RE: First Reading for an Ordinance revising Chapter 8, Section 8-36 to add a new subsection entitled Alternative Plans Review and Inspections

On April 26, 2018 Councilmember Foster submitted a New Business Item requesting that City Legal draft a new code section to outline criteria for the City’s Building Official to accept or deny private provider inspections for specific builders or specific inspectors. City Council approved the Item on May 3, 2018.

The attached draft ordinance is the product of this NBI and collaboration with our current Building Official Rick Dunn and his successor Donald Tyre. The ordinance adds a new subsection to existing City Code relating to administrative amendments to the Florida Building Code and creates:

1) Special Conditions on the submission of Plans Review and Inspections beyond what is currently required by the Florida Building Code and City Code;

2) A provision creating criteria for placing a one year ban on owners or contractors who have committed at least three triggering violations in utilizing private inspections and plan review services; and

3) An appeal process whereby an owner or contractor may contest a ban placed upon their use of private inspection services, where said appeals will be heard by a hearing officer (similar to our current demolition appeals process).

Pending approval upon First Reading a public hearing for the ordinance will be held on August 2, 2018.

Attachments: Draft Ordinance
Ordinance No. ______

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 8, ARTICLE II OF THE CITY CODE RELATING TO ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE; ADDING A NEW SUBSECTION ENTITLED ALTERNATIVE PLANS REVIEW AND INSPECTIONS TO SECTION 8-36; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1. The St. Petersburg City Code Section 8-36 is hereby amended by adding a new subsection (n) to read as follows:

n. Alternative Plans Review and Inspections.

1. Any owner, or the owner's contractor upon written authorization from the owner, may choose to use a private provider to provide building code inspection services in lieu of similar services provided by the City. Such private provider services shall be governed as prescribed by the Florida Building Code, the City Code, and subject to the following conditions:

a. If the private provider supplies plan review services, then the owner or contractor shall be required to use a private provider to also supply the required building inspections.

b. The private providers must timely submit all forms required by the POD.

c. If there is a current contract for purchase of the property subject to the private provider inspection services, then proof of notice to the prospective buyer that private provider inspections services in lieu of City conducted inspections are being utilized is required to be submitted to the POD.

2. The Building Official may deny an owner or contractor from utilizing any private provider inspection and plan review services in lieu of City provided services for a period of 365 days, if the owner or contractor has submitted inspection reports and plans through any private provider for prior projects, and three or more of the following conditions exist or have occurred within the preceding 365 days:
a. The contractor or owner’s selected private provider has its required state licenses suspended or revoked.

b. The contractor or owner has previously utilized private providers which have performed inspection services for the owner or contractor outside the scope of the private provider’s licensed discipline.

c. The contractor or owner, through a private provider, has failed to submit a notice required by the Florida Building Code or the City Code.

d. The owner or contractor, through the use of a private provider, has falsified documents, including but not limited to, records of inspections.

e. The owner or contractor has a shared ownership or other financial interests in the project with the private provider beyond the agreement for provision of inspection services.

f. The contractor or owner has had previous projects audited or inspected by the Building Official after certification by a private provider, and such inspection by the Building Official has revealed that:
   i. the structure was not built to approved plans; or
   ii. the construction did not comply with applicable codes, including those related to life safety.

3. Appeal Procedures. An owner or contractor may appeal a determination of the Building Official that the owner or contractor may not utilize private provider services for a period of 365 days. Such party is afforded a right of hearing upon payment of a filing fee of $50.00 and a written request for such hearing filed with the City Clerk within ten days of service of the written order of the Building Official imposing the 365 day ban. Failure to affect personal notice shall not prevent the City from enforcing the ban upon private provider inspection services.

a. In any hearing before the hearing officer, formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the courts of the State. Each party shall have the right to be represented by counsel, to call and examine witnesses under oath, to introduce documentary evidence or exhibits, to cross-examine opposing witnesses on any relevant matter even though the matter was not covered under direct examination, to impeach any witness regardless of which party first called him to testify, and to submit rebuttal evidence. Each hearing shall be electronically recorded.

b. The burden of proof by a preponderance of the evidence is upon the City to show that the conditions for a 365 day ban on the use of private provider inspection services
have been met. At the hearing, the hearing officer shall affirm, modify, or reverse the findings of the POD that a ban on the use of private providers by an owner or contractor is warranted. If the hearing officer agrees with the determination of the POD, he or she shall enter a final order approving the 365 day ban.

c. The hearing officer may modify an order of ban, or impose special conditions as agreed upon by the parties. If the hearing officer disagrees with the determination of the POD, he or she shall enter an order reversing the order of ban. All orders shall be issued in writing and shall contain findings of fact and conclusions of law supporting the decision.

d. Any person aggrieved by the decision of the hearing officer may seek judicial review in accordance with the State appellate rules or other applicable law.

Section 2. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 3. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

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

Approved as to form and content:

[Signature]

City Attorney or Designee
ST. PETERSBURG CITY COUNCIL

Meeting of July 12, 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 United Park Services, Inc., a Florida corporation, for the development and operation of a counter order casual concession located at the pavilion building within the new St. Pete Pier™ for a five (5) year term, with an annual base rent of $33,300, excluding taxes, plus percentage rent and common area maintenance charges commencing upon operations, and to execute all other documents necessary to effectuate same; authorizing the City Attorney’s Office to make non-substantive changes to the Lease Agreement; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: The City of St. Petersburg ("City") is currently constructing the new St. Pete Pier™ ("The Pier") and upon completion of The Pier, there will be a pavilion building that will include a concession area. The concession area will consist of ±740 square feet ("Premises") and United Park Services, Inc. ("Lessee") desires to lease the Premises.

In May 2018, the City received a proposal from the Lessee for consideration to lease and operate the Premises. On May 27, 2018, the City issued a public notification inviting alternative proposals for leasing opportunities at or within the pavilion building with a deadline of 10:00 A.M. local time on June 27, 2018 ("Public Notice"). The Public Notice was advertised in the Tampa Bay Times on May 27, 2018. The City did not receive any alternative proposals by the deadline set forth in the Public Notice.

The Mayor selected the Lessee to operate a counter order casual concession at the pavilion building within The Pier. At the direction of City Administration, the City Attorney’s Office prepared a lease agreement ("Lease") incorporating the following business points:

- **TERM:** The Term of the Lease will be for five (5) years.

- **RENT:** Commencing on the first day of the Operating Period (as defined in the Lease) and continuing until the end of the Term, the Lessee shall pay the City a base rent of Thirty-three thousand three hundred dollars ($33,300), plus tax, annually. In addition to Base Rent, the Lessee shall pay the City a Percentage Rent (as defined in the Lease) annually, based upon Cumulative Gross Sales (as defined in the Lease), in the following fashion:
  - For Cumulative Gross Sales in excess of $1,200,000, the Lessee shall pay the City seven percent (7%) of all such Gross Sales.

- **TAXES/UTILITIES:** The Lessee shall be responsible for paying all applicable taxes and utilities in connection with its use of the Premises.
• **REAL ESTATE TAXES:** The Lessee shall pay real property taxes assessed on the Premises.
  
  o The Lessee shall receive a credit towards annual Percentage Rent due for real property taxes paid by the Lessee.

• **COMMON AREA MAINTENANCE:** Commencing on the first day of the Operating Period and continuing every Fiscal Year until the end of the Term, the Lessee shall pay to the City an amount equal to ten dollars ($10) multiplied by the number of square feet of the Premises for common area maintenance and other Pier expenses.

• **CITY IMPROVEMENTS:** The City shall construct the pavilion building at The Pier that will include the Premises as an unfinished space, including a leave out of the concrete slab. The unfinished Premises will include an electrical panel for Lessee’s use in distributing electrical space within the Premises, stub-up for gas service within the Premises, potable water and sanitary sewer connections capped for Lessee’s use and grease interceptors.

• **LESSEE IMPROVEMENTS:** After execution of the Lease, the City (including any designated representatives of the City), the Lessee (including the Lessee’s architect and any other designated representatives of the Lessee), Associated Space Design, Inc. ("ASD"), the Pier (overwater) architect, and Skanska shall meet on a bi-weekly basis to discuss the interior improvements and develop the TI Plan, as defined in the Lease. The TI Plan shall describe the interior finish and tenant improvements, trade fixtures needed for the Lessee’s operations, a budget, and any other necessary information needed to complete a fully operational counter order casual concession.
  
  o **Preliminary Approval.** On or before August 31, 2018, the Lessee shall approve the preliminary TI Plan including the preliminary budget set forth therein.
  
  o **Interim Approvals.** Lessee or its architect, ASD, shall provide the City and Skanska with 100% construction documents for the interior improvements by September 14, 2018.
  
  o **Final Approval.** On or before October 19, 2018, the Lessee shall approve the final TI Plan including the final budget set forth therein. The Lessee shall be responsible for paying all costs and expenses identified in the final TI Plan to the City.

• **CITY MAINTENANCE:** Commencing on the first day of the Operating Period, the City will maintain exterior roofing and exterior walls.

• **LESSEE MAINTENANCE:** The Lessee shall, at its cost and expense, maintain the interior and exterior of the Premises, and all improvements located thereon, in good order and repair, in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements. The Lessee will enter into and provide annual maintenance contracts on the HVAC system and pest control.
- **PARKING:** The Lessee shall have the right to the exclusive use of one (1) parking space for employee parking, at a location mutually agreed upon, at the established parking rates for The Pier.

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

The Lease, which has been executed by the Lessee, is in compliance with Section 1.02 (c)(1) of the City Charter, Park and Waterfront Property, which permits City Council approval of a five (5) year lease term for Waterfront and Park property designated on the City Park and Waterfront Map as having a lease term limitation of five (5) years or less, with approval by an affirmative vote of at least six (6) members of City Council.

The City will pay a commission in accordance with the terms and conditions set forth in the Management Agreement between the City and Colliers Arnold, Inc. dated June 6, 2017.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with United Parks Services, Inc., a Florida corporation, for the development and operation of a counter order casual concession located at the pavilion building within the new St. Pete Pier™ for a five (5) year term, with an annual base rent of $33,300, excluding taxes, plus percentage rent and common area maintenance charges commencing upon operations, and to execute all other documents necessary to effectuate same; authorizing the City Attorney’s Office to make non-substantive changes to the Lease Agreement; and providing an effective date.

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

**ATTACHMENTS:** Lease and Resolution

**APPROVALS:**

- Administration: [Signature]
- Budget: N/A
Attached is the current draft of the Lease Agreement between the City and United Park Services, Inc. that will be discussed at the July 12, 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
UNITED PARK SERVICES, INC.
City as Owner/Lessor L-6320

THIS LEASE AGREEMENT ("Lease"), made and entered into this ___ day of July, 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 UNITED PARK SERVICES, INC. a Florida corporation, ("Lessee"), whose post office address is 4737 Dolphin Cay Lane, S. #602, St. Petersburg, Florida, 33711 (collectively "Parties").

WITNESSETH:

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

WHEREAS, upon completion of the Pier there will be a pavilion that will include a concession area; and

WHEREAS, the concession area will consist of approximately 740 square feet ("Premises"), which is depicted in Exhibit "B"; and

WHEREAS, the City desires for an experienced entity to operate a counter order casual concession on the Premises and be responsible for the interior build out; and

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

WHEREAS, in May 2018, the City received a proposal from the Lessee to lease and operate the Premises; and

WHEREAS, the City issued a Public Notice inviting alternative proposals for leasing opportunities at or within the pavilion building with a deadline of 10:00 A.M. local time on June 27, 2018 ("Public Notice"); and

WHEREAS, the Public Notice was advertised in the Tampa Bay Times on May 27, 2018; and

WHEREAS, the City did not receive any alternative proposals by the deadline set forth in the Public Notice; and

WHEREAS, the Mayor selected Lessee to operate a counter order casual concession within the pavilion building; 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. **RECIATIONS:** The above recitations are true and correct and are incorporated herein by reference.

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

   2.1. "Additional Rent" means any and all amounts due to City pursuant to this Lease that are not included in Base Rent or Percentage Rent, including but not limited to real property taxes as set forth in paragraph 13, CAM, as defined herein, costs as set forth in paragraph 8, Late Fees as set forth in paragraph 6.4, all other taxes and fees payable to the City as set forth in paragraph 13, as well as any other miscellaneous money due to the City under this Lease.

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

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

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

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

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

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

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

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

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

2.8.1.2. deposits not refunded to purchasers,

2.8.1.3. orders taken at the Premises although filled elsewhere,

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

2.8.1.5. sale price of gift and merchandise certificates,

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

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

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

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

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

2.8.2.1. returns to shippers or manufacturers,

2.8.2.2. proceeds from the sale of used trade fixtures,

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

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

2.8.2.5. the exchange of merchandise between the stores and warehouses of Lessee, if any, where such exchange of merchandise is made solely for the convenient operation of the business of Lessee and not for the purpose of consummating a sale that has theretofore been made in or from the Premises or for the purpose of depriving City of the benefit of a sale that otherwise would be made in or from the Premises.

2.8.3. Gross Sales shall not be reduced to allow for any uncollected or uncollectible amounts or reserves therefore, nor for cost of products or services sold, or other costs, charges or expenses of purchasing, financing, selling, transportation, overhead or taxes except as expressly provided
herein.

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

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

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

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

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

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

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

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

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

5. TERM, RENEWAL OPTIONS:

5.1. The term of this Lease shall be for five (5) years commencing on the Effective Date, unless this Lease is earlier terminated as provided herein ("Term"). All terms and conditions set forth in this Lease shall apply during the Term unless otherwise provided herein.

5.2. Provided that Lessee is in full compliance with this Lease, Lessee may request a new lease with the same terms and conditions (except for Pre-Opening obligations), by giving notice in writing to the City during the following time period: no sooner than thirty (30) days prior to the commencement of the Operating Period and no later than thirty days after the Operating Period commences.
5.3. If the Lessee opts not to request a new lease during the time period set forth in paragraph 5.2 and provided that Lessee is in full compliance with this Lease, Lessee may request a new lease by giving notice in writing to the City during the following time period: no sooner than twelve (12) months prior to the end of the Term and no later than three (3) months prior to the end of the Term. If Lessee requests a new lease during this time period, the Parties shall negotiate the terms and conditions of a new lease; provided, however, that a new lease will include a provision that Lessee may request another new lease at the end of the term of such initial new lease. If an agreement on the terms and conditions of new lease cannot be reached prior to the expiration of this Lease, then this Lease will expire on the last day of the Term.

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

6. RENT, PERCENTAGE RENT AND ADDITIONAL RENT:

6.1. **Base Rent:** Commencing on the first day of the Operating Period and continuing until the end of the Term, the Lessee shall pay Base Rent to City in the amount of thirty five thousand five hundred sixty four dollars and forty cents ($35,564.40) annually. This amount includes thirty three thousand three hundred dollars ($33,300) plus six and 8/10th percent (6.8%) sales tax, or the then current sales tax, on that amount. Lessee shall pay Base Rent in equal monthly payments of $2,963.70, by the Due Date, for the month in which the Due Date falls. In the event that the Operating Period does not begin on the first day of the month, then Lessee's Base Rent for the first month shall be adjusted on a pro rata basis based on the number of days Lessee operates in the first month.

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

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

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

      6.2.2.1. Lessee shall pay no Percentage Rent in any Fiscal Year in which Cumulative Gross Sales do not exceed $1,200,000.00.

      6.2.2.2. For Cumulative Gross Sales in excess of $1,200,000.00, Lessee shall pay the City seven percent (7%) of all such Gross Sales.

      6.2.2.3. The amounts in sub-paragraph 6.2.2 are intended to reflect a full 12 month period of restaurant operation. In the event that the Operating Period begins at any time other than October 1st, then the amounts in this sub-paragraph will be adjusted on a pro rata
basis to reflect the relative period of restaurant operations within the operative Fiscal Year.

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

6.2.4. Lessee shall receive a credit towards the annual Percentage Rent due and payable pursuant to this Lease in the amount equal to the real property taxes paid by Lessee pursuant to paragraph 13 of this Lease.

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

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

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

6.6. **Monthly Reporting:** Commencing on the first day of the Operating Period and continuing until the end of the Term, Lessee shall provide to the City without demand or notice by the tenth (10th) day of each month:

6.6.1. An accounting of the previous month's Gross Revenues, percentage calculation, and monthly Rent payment due, in a form approved by the City; and

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

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

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

8. **COMMON AREA MAINTENANCE:**

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

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

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

9. **COMMON AREAS:**

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

9.2. **Common Area Maintenance and Control.** Commencing on the first day of the Operating Period and continuing until the end of the Term, City shall administer, operate, clean, maintain and repair the Common Areas, and Lessee shall pay CAM costs established by City pursuant to paragraph 8. City reserves the right at all times to determine the nature and extent of all Common Areas, provided that the City’s delineation of Common Areas shall not unreasonably interfere with the operation of Lessee’s business, and shall have exclusive control and management thereof (except to the extent that other parties own or control portions thereof). City reserves the right to use, permit or deny the use of the Common Areas for any purpose which in City’s sole opinion
may be in the best interests of the Pier or the City, including, without limitation, promotions, events, exhibits, displays, shows and other activities.

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

10. **USE OF PREMISES, ACKNOWLEDGMENT, AND OPERATING REQUIREMENTS:**

10.1. **Use:** Lessee shall use the Premises as a counter order casual concession serving breakfast (including the serving of coffee from a St. Pete company), lunch, dinner, and for no other purpose, subject to and in compliance with all other provisions of this Lease, including but not limited to applicable Laws and the Rules and Regulations, as defined herein ("Permitted Use").

10.2. **Acknowledgment of Prohibited Items:** Lessee acknowledges and agrees that seafood items (e.g., shrimp, fish, and lobster) are prohibited from being sold in, at or from the Premises.

10.3. **Required Hours:** Lessee agrees to continuously operate and conduct its business during the Required Hours, as hereinafter defined, unless otherwise mutually agreed upon by the Parties in writing or required by the Rules and Regulations. "Required Hours" herein shall mean those hours established from time to time by the City for the Pier in general, in City's sole discretion; provided, City shall not require that Lessee open for business before 7:00 a.m. or remain open after 9:00 p.m. Without limiting the generality of the foregoing, City reserves the right to close the Pier on holidays or certain hours of holidays.

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

10.5. **Violation of Requirements:** The Parties agree that Lessee's obligations under this paragraph 10 go to the essence of the Parties agreement hereunder, and that any failure to perform such obligations will result in damages to the City that are extremely difficult
and impractical to determine and for which the City's remedies at law will not be adequate. Accordingly, as a fair and reasonable estimate and liquidation of the City's damages and not a penalty, if Lessee fails to perform any obligations under this paragraph 10 during any portion of any day of the Term, Lessee shall pay the City as Additional Rent an amount equal to one hundred dollars ($100.00) per violation. Acceptance by the City of such liquidated damages shall not be deemed permission for the Lessee to continue such violation, and shall not preclude the City from seeking any other remedy (other than damages) for such violation including, without limitation, termination of this Lease.

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

11.1. **City Obligations:** The City has retained Skanska USA Building, Inc., construction manager for the Pier ("Skanska") to construct the pavilion building at the Pier that will include the Premises as an unfinished space, including a leave out of the concrete slab. The unfinished Premises will include an electrical panel for Lessee's use in distributing electrical space within the Premises, stub-up for gas service within the Premises, potable water and sanitary sewer connections capped for Lessee's use and (iii) grease interceptors. Subject to City Council approval and paragraph 11.2, below, the City will retain Skanska to construct the interior of the Premises in accordance with the final TI Plan, as defined herein. The City will require Skanska to obtain at least three (3) bids for the interior improvements set forth in the final TI Plan. The City shall deliver the Premises with the interior improvements set forth in the final TI Plan on or before May 1, 2019. Prior to delivery of the Premises with the interior improvements set forth in the final TI Plan and subject to oversight by Skanska, Lessee shall be granted reasonable access to the Premises.

11.2. **Lessee's Obligations:** Within two weeks after the Effective Date, Lessee shall retain Associated Space Design, Inc. ("ASD") to provide design services for the interior improvements Lessee is required to make to the Premises. Commencing the first week after the Effective Date and continuing until Lessee has approved the final tenant improvement plan ("TI Plan"), the City (including any designated representatives of the City), Lessee (including any designated representatives of Lessee), ASD, and Skanska shall meet on a bi-weekly basis to discuss the interior improvements and develop the TI Plan. The TI Plan shall describe the interior finish and tenant improvements to be constructed by Skanska, all Trade Fixtures, a budget, and any other necessary information needed to complete a fully operational counter order causal concession. On or before August 31, 2018, Lessee shall sign off on the preliminary TI Plan, including the preliminary budget set forth therein. Lessee or its architect, ASD, shall provide the City and Skanska with 100% construction documents for the interior improvements by September 14, 2018. On or before October 19, 2018, Lessee shall approve the final TI Plan including the final budget set forth therein. Lessee shall be responsible for paying all costs and expenses identified in the final TI Plan. The City shall invoice Lessee for such costs and expenses set forth in the final TI Plan and Lessee shall pay the City within thirty (30) days after receipt of an invoice. The City shall not be responsible or liable for any costs and expenses related to interior improvements set forth in the final TI Plan. Lessee shall
work cooperatively with the City, ASD, and Skanska, and respond to questions in a timely manner until completion of the improvements set forth in the final TI Plan.

12. **UTILITIES/SERVICES:** Lessee shall pay all costs (including installation, deposits, and usage) for utilities and all other services including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection, if any, associated with its use of the Premises except to the extent that the City, in its sole discretion, elects to expend CAM costs paid by Lessee for utilities and other services described in this paragraph 12.

13. **FEES AND TAXES:** Lessee shall pay all fees and taxes, if any, levied on the Premises or its contents including, but not be limited to, applicable income tax, real property tax, personal property tax, sales tax, and stormwater fees except to the extent that the City, in its sole discretion, elects to expend CAM costs paid by Lessee for fees and taxes described in this paragraph 13. If the Lessee fails to pay all or any portion of the taxes and the City pays all or any portion of the taxes, Lessee must reimburse the City in full. All charges identified in this paragraph shall be payable as Additional Rent. Lessee shall receive a credit towards annual Percentage Rent due and payable pursuant to paragraph 6 in the amount equal to the real property taxes paid by Lessee pursuant to this paragraph.

14. **CONDITION OF PREMISES:** Lessee shall inspect the Premises and accept the condition of the Premises in an "as is" condition. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use. Notwithstanding the foregoing and without limiting Lessee’s obligations set forth in paragraph 15, Lessee shall not be responsible or liable for any latent defects in the construction of the Premises. Nothing herein shall be construed to limit Skanska’s obligation to correct punch list items, provide any warranties and perform its other obligations required pursuant the construction manager contract between the City and Skanska.

15. **LESSEE MAINTENANCE OBLIGATIONS:** Except as set forth in paragraph 16, Lessee shall, at its cost and expense, maintain the Premises, and all improvements located thereon, in good order and repair, in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements. Lessee’s maintenance obligations shall include but not be limited to the following:

15.1. **Exterior:** Be responsible for keeping the exterior of the Premises clear of all debris and litter.

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

15.3. **Service Contracts:** Entering into and providing for annual service contracts (collectively "Service Contracts") including but not limited to the following:
15.3.1. **HVAC**: Contract with a duly licensed air conditioning service company for the maintenance of the HVAC;

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

15.3.3. **Service Contracts Documentation**: Lessee shall deliver a copy of the Service Contracts to the City on or before the commencement of the Operating Period, and prior to the anniversary date of each year of the Service Contracts, to the address set forth in paragraph 45 of this Lease.

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

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

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

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

16. **CITY MAINTENANCE AND REPLACEMENT OBLIGATIONS**:

16.1. Commencing on the first day of the Operating Period and continuing until the end of the Term, the City shall maintain the exterior roofing and exterior walls. This is subject to Lessee, as a part of normal operations of the Premises, performing annual maintenance/inspections. If Lessee discovers as part of its annual maintenance/inspections or otherwise that a repair to the exterior roofing or exterior walls may be necessary, Lessee shall so notify the City in writing.

16.2. Without limiting Lessee’s obligations set forth in paragraph 15, if the City receives any warranties related to the construction of the Premises, the City shall pursue such warranties to the benefit of the City and Lessee.

17. **MARKETING, ADVERTISING, AND PROMOTION OF PIER AND LESSEE’S BUSINESS**: Lessee acknowledges that there will be marketing, advertising, and promotion guidelines for the Pier. Once established, the marketing, advertising, and promotion guidelines (the "Guidelines") shall be attached to this Lease as Exhibit "C". Lessee shall comply with the Guidelines when marketing, advertising, and promoting its business at the Pier. The City shall market, advertise, and promote the entire Pier, which marketing, advertising, and promotions
may include a list of businesses, attractions, and events at the Pier. A portion of Lessee’s CAM costs will be utilized by the City for marketing, advertising, and promoting the entire Pier. The City shall have the right by notice to Lessee to amend such Guidelines from time to time and such amended Guidelines shall automatically become part of this Lease.

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

19. **SAFETY AND SECURITY DEVICES, SERVICES AND PROGRAMS:** City shall have no obligation to provide any safety or security devices, services or programs for Lessee and shall have no liability for failure to provide the same or for inadequacy of any measures provided. However, City may institute safety or security devices, services and programs for the Common Area as City in its sole discretion deems necessary. The costs and expenses of instituting and maintaining such devices, services and programs for the Common Area shall be borne by Lessee as a part of CAM. The Parties acknowledge that safety and security devices, services and programs provided by City, if any, while intended to deter crime and enhance safety, may not in given instances prevent theft or other injurious acts or ensure safety of parties or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Lessee with respect to Lessee’s property and interests, and Lessee shall obtain insurance coverage to the extent Lessee desires protection against such acts and other losses beyond that described in paragraph 37. Lessee agrees to cooperate in any safety or security program developed by City or as required by Laws.

20. **BOND RESTRICTIONS:** Lessee acknowledges that, to the extent applicable, any bonds, notes or loan agreements utilized to finance construction of or improvements to the Pier or any portion thereof (collectively, the "Bonds") govern the occupancy, use and operation of the Pier, and, to the extent City is bound by the terms and conditions thereof, so shall Lessee be bound. Unless City advises Lessee to the contrary, in the event a conflict arises between this Lease and any restriction existing by virtue of the Bonds, the restrictions existing by virtue of the Bonds, as construed by Bond counsel, will control. Lessee shall be bound, as well, by the direction of Bond counsel, from time to time, with respect to the operation parameters of the Pier and Premises under the Bonds, it being understood, however, that City and Bond counsel shall have an affirmative obligation to advise Lessee with respect to such operating parameters (or changes thereto) as soon as possible in advance of when such operating parameters must be instituted. To the best of the City’s knowledge, there is nothing currently in the Bonds which prohibits the Permitted Use as provided for in this Lease. In the event there are any restrictions which unreasonably restrict the use of the Premises for the purposes contemplated herein, Lessee may terminate this Lease.

21. **RULES AND REGULATIONS:** Lessee acknowledges that there will be rules and regulations for the Pier. Once established, the rules and regulations (the "Rules and Regulations") shall be attached to this Lease as Exhibit "D". Lessee shall comply with all of the Rules and Regulations. The City shall have the right by notice to Lessee to amend such Rules and
Regulations from time to time and such amended Rules and Regulations shall automatically become part of this Lease. Nothing herein shall be construed to give Lessee or any other party any claim against the City arising out of the violation of such Rules and Regulations by any other lessee, licensee, occupant, or visitor of the Pier, or out of the enforcement, modification, or waiver of the Rules and Regulations by the City in any particular instance. The Rules and Regulations shall not unreasonably restrict the Permitted Use.

22. **PARKING:** Commencing on the first day of the Operating Period and continuing until the end of the Term, the City shall provide parking at the Pier for patrons and visitors of the Pier. Pier parking is on a first come first serve basis and established parking rates apply. The Lessee shall have the right to the exclusive use of one (1) parking spaces for Lessee employee parking at a location mutually agreed upon by the Parties. Lessee shall pay the City for use of such spaces at the established parking rates for the Pier, unless otherwise mutually agreed upon by the Parties.

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

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

24.1. **Definitions:**

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

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

Safety and Health Act, as amended ("OSHA"), 29 U.S.C. Sections 651 et seq., the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes; the Florida Pollutant Discharge Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21, Florida Statutes, and Chapters 373, 376 and 403, Florida Statutes; and any regulation, rule or ordinance implementing or promulgating the preceding federal and state statutes as well as any future federal, state or local law whose purpose is to protect the Environment, together, in each case, with any amendment thereto.

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

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

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

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

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

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

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

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

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

24.7.2. Reviewing and copying of any records that must be kept under any environmental permit.
24.7.3. Viewing the facility, equipment, practices, or operations regulated or required under such permit.

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

24.8. **Survivability:** The provisions of paragraph 24 of this Lease shall survive the expiration or earlier termination of this Lease.

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

25. **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.

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

27. **DESTRUCTION OF PREMISES:**

27.1. **Lessee Option:** If Premises are totally destroyed by fire or other casualty or if the Premises are partially destroyed to an extent that the Premises are not suitable, as determined by Lessee’s reasonable discretion, for the Permitted Use, then Lessee shall have the option of terminating this Lease upon written notice to City within sixty (60) days after such casualty loss, in which event Rent and all other obligations herein shall cease as of the date of such casualty, and neither City nor Lessee shall have any further obligations or rights hereunder except for any obligations existing at the time of termination, notwithstanding those obligations specifically enumerated to survive expiration or termination of this Lease.

27.2. **City Option:** If within the last year of the Term, the Premises are damaged or destroyed by fire or other casualty, such that the cost to repair is in excess of fifty percent (50%) of the replacement cost and as a result City elects not to rebuild, then City shall have the option to terminate this Lease upon written notice to Lessee within sixty (60) days after the date of such casualty loss, in which event Rent and other obligations herein shall cease as of the date of such casualty, and neither City nor Lessee shall have any further obligations or rights hereunder except for any obligations existing at the time of termination.

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

28. **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.

29. **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.

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

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

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

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

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

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

34.1.2. 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;

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

34.1.4. 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

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

34.2. 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.

34.3. Limitations. Lessee's obligations pursuant to this paragraph 34 shall not apply to Claims arising from the City's sole negligence.

35. DISCLAIMERS:

35.1. Risk of Loss: Lessee shall store its property and shall occupy the Premises at its own risk.
35.2. **Lessee’s Staff Property Damage:** The City shall not be responsible or liable at any time for any damage to Lessee’s staff property regardless of the cause, unless such damage is due to the City’s negligence or wrongful act.

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

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

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

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

37. **INSURANCE:**

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

37.1.1. Commercial General Liability policy on an occurrence basis with at least a $1,000,000 per occurrence limit and $2,000,000 aggregate limit. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to products and completed operations, personal injury, and contractual liability under this Lease, protecting the City and the Manager against all claims or demands that may arise or be claimed on account of Lessee’s use of the Premises.
37.1.2. If any automobiles are operated by Lessee for business purposes at the Premises, Automobile Liability insurance with a minimum combined single limit of $1,000,000. Coverage shall include bodily injury and property damage liability arising out of the ownership or use of any automobile, including owned, non-owned, and hired automobiles.

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

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

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

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

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

37.3. All policies, with the exception of Workers Compensation, shall name the City of St. Petersburg and Manager as an "Additional Insured" under the policy, provide contractual liability coverage, shall be primary and non-contributory to any insurance maintained by the City, and provide that they shall not be subject to cancellation or any material change which would or could affect the City except for a minimum of thirty (30) days prior written notice to the City at the address set forth in paragraph 45 of this Lease.

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

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

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

37.7. Commencing on the Effective Date and continuing until Skanska has completed the interior improvements set forth in the final TI Plan, Lessee shall only be required to obtain and maintain, at Lessee’s cost, the types and amounts of insurance set forth in subparagraph 37.1.3 and subparagraph 37.1.4, above, unless otherwise required by the City’s Risk Management Department. The requirements set forth in subparagraphs 37.2, 37.3, 37.4, 37.5 and 37.6 shall apply during this time period.

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

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

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


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

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

37.9. All of the sublessee’s or contractor’s policies, with the exception of Workers Compensation, shall name the City of St. Petersburg, Manager, and the Lessee as an “Additional Insured” under the policy, provide contractual liability coverage, shall be primary and non-contributory to any insurance maintained by the City, and provide that they shall not be subject to cancellation or any material change which would or could
affect City except for a minimum of thirty (30) days prior written notice to City at the address set forth in paragraph 45 of this Lease.

38. **LIENS:**

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

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

39. **DEFAULT:**

39.1. **Default by Lessee.**

39.1.1. **Events of Default.** Subject to Lessee's right to notice and opportunity to cure specified in paragraph 39.2 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:

39.1.1.1. Lessee's failure to pay Rent or any other sums due under this Lease within fifteen (15) days after the date such payment is due;

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

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

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

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

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

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

39.1.1.8. 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;

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

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

39.1.1.11. 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;

39.1.1.12. Lessee's default of paragraph 24 of this Lease.

39.2. Remedies for Default: Right to Cure.

39.2.1. 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.

39.2.2. 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.

39.3. 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:

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

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

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

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

39.4. 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.

40. ASSIGNMENT OR SUBLEASE:

40.1. Assignment

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

40.1.2. **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.

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

41. **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.

42. **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.

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

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

45. **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**  
United Park Services, Inc.  
4737 Dolphin Cay Lane, S. #602  
St. Petersburg, Florida 3711  
Attn: Debbie Enoch  

**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-6320 when making any inquiries to the City concerning this Lease.

46. **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.

47. **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.

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

49. **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.

50. **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.

51. **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.

52. **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.

53. **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.

54. **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.

55. **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.

56. **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.

57. **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.

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

59. **CITY CONSENT AND ACTION:**

59.1. 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.

59.2. 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.

60. **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.

61. **WAIVER:** The waiver by City or Lessee of any default of any term, covenant, or condition shall not be deemed to be a waiver of any subsequent default of the same or any other term, covenant or condition, nor shall the acceptance or payment of Rent, or other payment be deemed to be a waiver of any such default. No term, covenant or condition of this Lease shall be deemed to have been waived by City or Lessee, unless such waiver is in writing. No surrender of the Premises for the remainder of the Term shall be valid, unless accepted by the City in writing.

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

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

64. **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).

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

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

LESSEE: UNITED PARK SERVICES, INC.

By: ______________________________

Printed Name: ______________________

Title: ______________________________

Date: _____________________________

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

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

CITY: CITY OF ST. PETERSBURG, FLORIDA

Rick Kriseman
As Its: Mayor

ATTEST:

Chan Srinivasa, City Clerk

(City Seal)

REVIEWED:

Alfred Wendler, Acting Director
Real Estate & Property Management

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: ________________
Assistant City Attorney

APPROVED BY:

Chris Ballestra, Managing Director
City Development

APPROVED AS TO FORM:

City Attorney (Designee)

By: ________________
Assistant City Attorney

Legal: 383384 Final
EXHIBIT "B"
Illustration of Premises
EXHIBIT "C"
Marketing, Advertising, and Promotion of Pier and Lessee's Business Guidelines
A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH UNITED PARKS SERVICES, INC., A FLORIDA CORPORATION, FOR THE DEVELOPMENT AND OPERATION OF A COUNTER ORDER CASUAL CONCESSION LOCATED AT THE PAVILION BUILDING WITHIN THE NEW ST. PETE PIER™ FOR A FIVE (5) YEAR TERM, WITH AN ANNUAL BASE RENT OF $33,300, EXCLUDING TAXES, PLUS PERCENTAGE RENT AND COMMON AREA MAINTENANCE CHARGES COMMENCING UPON OPERATIONS, AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE SAME; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") is currently constructing the new St. Pete Pier™ ("The Pier") and upon completion of The Pier there will be a pavilion building that will include a concession area consisting of ±740 square feet ("Premises"); and

WHEREAS, in May 2018, the City received a proposal for consideration from United Park Services, Inc. ("Lessee") to lease and operate the Premises; and

WHEREAS, on May 27, 2018, the City issued a public notification inviting alternative proposals for leasing opportunities at or within the pavilion building with a deadline of 10:00 A.M. local time on June 27, 2018 ("Public Notice"); and

WHEREAS, the Public Notice was advertised in the Tampa Bay Times on May 27, 2018; and

WHEREAS, the City did not receive any alternative proposals by the deadline set forth in the Public Notice; and

WHEREAS, the Mayor selected the Lessee to lease and operate the Premises and be responsible for the interior build out; and

WHEREAS, the Lessee desires lease the Premises to operate a counter order casual concession; 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 five (5) year lease term for Waterfront and Park property designated on the City Park and Waterfront Map as having a lease term limitation of five (5) years or less, with approval by an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is hereby authorized to execute a Lease Agreement with United Park Services, Inc., a Florida corporation, for the development and operation of a counter order casual concession at the pavilion building within the new St. Pete Pier™ for a five (5) year term, with an annual base rent of $33,300, excluding taxes, plus percentage rent and common area maintenance charges commencing upon operations, and to execute all other 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: 00384256

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 Lease Agreement with United Park Services, Inc., a Florida corporation, for the development and operation of a retail sundry/gift shop and bait shop within a building located at the end of the overwater portion of the new St. Pete Pier™ for a ten (10) year term, with an annual base rent of $50,175, excluding taxes, plus percentage rent and common area maintenance charges commencing upon operations, and to execute all other documents necessary to effectuate same; authorizing the City Attorney’s Office to make non-substantive changes to the Lease Agreement; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: The City of St. Petersburg ("City") is currently constructing the new St. Pete Pier™ ("The Pier") and upon completion of The Pier, there will be a building located at the end of the overwater portion of The Pier that will include a retail sundry/gift shop and a bait shop consisting of ±1,115 square feet on the first floor, of which ±962 square feet is the retail sundry/gift shop space and ±153 square feet is the bait shop (collectively, "Premises"). United Park Services, Inc. ("Lessees") desires to lease the Premises.

On April 27, 2018, the City issued a public notification inviting proposals for leasing opportunities at or within the overwater Pier head building with a deadline of 10:00 a.m. local time on May 29, 2018 ("Public Notice"). The Public Notice was advertised in the Tampa Bay Times on April 27, 2018. In May 2018, the City received a proposal from the Lessee for consideration to lease and operate the Premises.

The Mayor selected the Lessee to operate the Premises. At the direction of City Administration, the City Attorney’s Office prepared a lease agreement ("Lease") incorporating the following business points:

- **TERM:** The Term of the Lease will be for ten (10) years.

- **RENT:** Commencing on the first day of the Operating Period (as defined in the Lease) and continuing until the end of the Term, the Lessee shall pay the City a base rent of Fifty thousand one hundred seventy-five dollars ($50,175), plus tax, annually. In addition to Base Rent, the Lessee shall pay the City a Percentage Rent (as defined in the Lease) annually, based upon Cumulative Gross Sales (as defined in the Lease), in the following fashion:

  o For Cumulative Gross Sales in excess of $850,000, the Lessee shall pay the City seven percent (7%) of all such Gross Sales.
• **TAXES/UTILITIES:** The Lessee shall be responsible for paying all applicable taxes and utilities in connection with its use of the Premises.

• **REAL ESTATE TAXES:** The Lessee shall pay real property taxes assessed on the Premises.
  
  o The Lessee shall receive a credit towards annual Percentage Rent due for real property taxes paid by the Lessee.

• **COMMON AREA MAINTENANCE:** Commencing on the first day of the Operating Period and continuing every Fiscal Year until the end of the Term, the Lessee shall pay to the City an amount equal to ten dollars ($10) multiplied by the number of square feet of the Premises for common area maintenance and other Pier expenses.

• **CITY IMPROVEMENTS:** The City shall construct the building located at the end of the overwater portion of The Pier that will include the Premises as a finished space, including painted walls, lighting, and heating, ventilation and air conditioning.

• **LESSEE IMPROVEMENTS:** After execution of the Lease, the City (including any designated representatives of the City), the Lessee (including the Lessee’s architect and any other designated representatives of the Lessee), Associated Space Design, Inc. ("ASD"), the Pier (overwater) architect, and Skanska shall meet on a bi-weekly basis to discuss the interior improvements and develop the TI Plan, as defined in the Lease. The TI Plan shall describe the interior finish and tenant improvements, trade fixtures needed for the Lessee’s operations, a budget, and any other necessary information needed to complete a fully operational retail sundry/gift and bait and tackle shop.
  
  o **Preliminary Approval.** On or before August 31, 2018, the Lessee shall approve the preliminary TI Plan including the preliminary budget set forth therein.
  
  o **Interim Approvals.** Lessee or its architect, ASD, shall provide the City and Skanska with 100% construction documents for the interior improvements by September 14, 2018.
  
  o **Final Approval.** On or before October 19, 2018, the Lessee shall approve the final TI Plan including the final budget set forth therein. The Lessee shall be responsible for paying all costs and expenses identified in the final TI Plan to the City.

• **CITY MAINTENANCE:** Commencing on the first day of the Operating Period, the City will maintain exterior roofing, exterior walls, exterior windows, and HVAC systems, and shall provide replacement of HVAC systems at the end of their useful life, subject to the Lessee, as a part of normal operations of the Premises, performing annual maintenance/inspections of subject operating systems.
• **LESSEE MAINTENANCE:** The Lessee shall, at its cost and expense, maintain the interior and exterior of the Premises, and all improvements located thereon, in good order and repair, in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements. The Lessee will enter into and provide an annual maintenance contract for pest control.

• **PARKING:** The Lessee shall have the right to the exclusive use of up to two (2) parking spaces for employee parking, at a location mutually agreed upon, at the established parking rates for The Pier.

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

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

The City will pay a commission in accordance with the terms and conditions set forth in the Management Agreement between the City and Colliers Arnold, Inc. dated June 6, 2017.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with United Parks Services, Inc., a Florida corporation, for the development and operation of a retail sundry/gift shop and bait shop within a building located at the end of the overwater portion of the new St. Pete Pier™ for a ten (10) year term, with an annual base rent of $50,175, excluding taxes, plus percentage rent and common area maintenance charges commencing upon operations, and to execute all other documents necessary to effectuate same; authorizing the City Attorney’s Office to make non-substantive changes to the Lease Agreement; and providing an effective date.

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

**ATTACHMENTS:** Lease and Resolution

**APPROVALS:** Administration: [Signature]

Budget: N/A
Attached is the current draft of the Lease Agreement between the City and United Park Services, Inc. that will be discussed at the July 12, 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
UNITED PARK SERVICES, INC.
City as Owner/Lessor L-6330

THIS LEASE AGREEMENT ("Lease"), made and entered into this ___ day of July, 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 UNITED PARK SERVICES, INC. a Florida corporation, ("Lessee"), whose post office address is 4737 Dolphin Cay Lane, S. #602, St. Petersburg, Florida, 33711 (collectively "Parties").

WITNESSETH:

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

WHEREAS, upon completion of the Pier there will be a building located at the end of the overwater portion of the Pier area that will include retail sundry/gift shop and bait shop; and

WHEREAS, the retail sundry/gift shop and bait shop will consist of approximately 1,115 square feet, of which approximately 962 square feet is the retail sundry/gift shop space as depicted in Exhibit "B" and approximately 153 square feet is the bait shop space as depicted in Exhibit "B" (collectively, "Premises"); and

WHEREAS, the City desires for an experienced entity to operate the retail sundry/gift shop and bait shop and be responsible for the interior improvements; and

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

WHEREAS, in late April, the City issued a Public Notice inviting proposals for leasing opportunities at or within the overwater Pier head building with a deadline of 10:00 A.M. local time on May 29, 2018 ("Public Notice"); and

WHEREAS, the Public Notice was advertised in the Tampa Bay Times on April 27, 2018; and

WHEREAS, in May 2018, the City received a proposal from Lessee to lease and operate the Premises; and

WHEREAS, the Mayor selected Lessee to operate a retail sundry/gift shop and bait shop in the building located at the end of the overwater portion 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. "**Additional Rent**" means any and all amounts due to City pursuant to this Lease that are not included in Base Rent or Percentage Rent, including but not limited to real property taxes as set forth in paragraph 13, CAM, as defined herein, costs as set forth in paragraph 8, Late Fees as set forth in paragraph 6.4, all other taxes and fees payable to the City as set forth in paragraph 13, as well as any other miscellaneous money due to the City under this Lease.

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

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

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

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

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

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

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

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

      2.8.1.1. mail, telephone, facsimile, and other orders received, placed or
filled at the Premises,

2.8.1.2. deposits not refunded to purchasers,

2.8.1.3. orders taken at the Premises although filled elsewhere,

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

2.8.1.5. sale price of gift and merchandise certificates,

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

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

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

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

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

2.8.2.1. returns to shippers or manufacturers,

2.8.2.2. proceeds from the sale of used trade fixtures,

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

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

2.8.2.5. the exchange of merchandise between the stores and warehouses of Lessee, if any, where such exchange of merchandise is made solely for the convenient operation of the business of Lessee and not for the purpose of consummating a sale that has theretofore been made in or from the Premises or for the purpose of depriving City of the benefit of a sale that otherwise would be made in or from the Premises.

2.8.3. Gross Sales shall not be reduced to allow for any uncollected or uncollectible amounts or reserves therefore, nor for cost of products or services sold, or other costs, charges or expenses of purchasing, financing, selling, transportation, overhead or taxes except as expressly provided herein.

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

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

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

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

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

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

2.14. "Trade Fixture" means a piece of equipment on or attached to the Premises which is used in the Lessee’s trade or business.

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

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

5. TERM, RENEWAL OPTIONS:

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

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

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

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

6. **RENT, PERCENTAGE RENT AND ADDITIONAL RENT:**

6.1. **Base Rent:** Commencing on the first day of the Operating Period and continuing until the end of the Term, the Lessee shall pay Base Rent to City in the amount of fifty three thousand five hundred eight six dollars and ninety cents ($53,586.90) annually. This amount includes fifty thousand one hundred seventy-five dollars ($50,175) plus six and 8/10th percent (6.8%) sales tax, or the then current sales tax, on that amount. Lessee shall pay Base Rent in equal monthly payments of $4,465.58, by the Due Date, for the month in which the Due Date falls. In the event that the Operating Period does not begin on the first day of the month, then Lessee’s Base Rent for the first month shall be adjusted on a pro rata basis based on the number of days Lessee operates in the first month.

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

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

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

6.2.2.1. Lessee shall pay no Percentage Rent in any Fiscal Year in which Cumulative Gross Sales do not exceed $850,000.00.

6.2.2.2. For Cumulative Gross Sales in excess of $850,000.00, Lessee shall pay the City seven percent (7%) of all such Gross Sales.

6.2.2.3. The amounts in sub-paragraph 6.2.2 are intended to reflect a full 12 month period of restaurant operation. In the event that the Operating Period begins at any time other than October 1st, then the amounts in this sub-paragraph will be adjusted on a pro rata basis to reflect the relative period of restaurant operations within the operative Fiscal Year.

6.2.3. All Percentage Rent shall be due and payable without demand or notice and shall include an accounting of the amount of Percentage Rent paid in a form acceptable to the City.
6.2.4. Lessee shall receive a credit towards the annual Percentage Rent due and payable pursuant to this Lease in the amount equal to the real property taxes paid by Lessee pursuant to paragraph 13 of this Lease.

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

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

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

6.6. **Monthly Reporting:** Commencing on the first day of the Operating Period and continuing until the end of the Term, Lessee shall provide to the City without demand or notice by the tenth (10th) day of each month:

6.6.1. An accounting of the previous month's Gross Revenues, percentage calculation, and monthly Rent payment due, in a form approved by the City; and

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

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

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

8. **COMMON AREA MAINTENANCE:**

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

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

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

9. **COMMON AREAS:**

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

9.2. **Common Area Maintenance and Control.** Commencing on the first day of the Operating Period and continuing until the end of the Term, City shall administer, operate, clean, maintain and repair the Common Areas, and Lessee shall pay CAM costs established by City pursuant to paragraph 8. City reserves the right at all times to determine the nature and extent of all Common Areas, provided that the City's delineation of Common Areas shall not unreasonably interfere with the operation of Lessee's business, and shall have exclusive control and management thereof (except to the extent that other parties own or control portions thereof). City reserves the right to use, permit or deny the use of the Common Areas for any purpose which in City's sole opinion may be in the best interests of the Pier or the City, including, without limitation, promotions, events, exhibits, displays, shows and other activities.
9.3. **Interruption of Services or Use.** City does not warrant that any services to, or any use of, the Common Areas will be free from shortages, failures, variations, interruptions or obstructions caused by repairs, maintenance, replacements, improvements, alterations, changes of service, strikes, lockouts, labor controversies, accidents, inability to obtain services, fuel, steam, water or other utilities or supplies, governmental requirements or requests, or other causes beyond City's reasonable control. None of the same shall be deemed an eviction or disturbance of Lessee's use and possession of the Premises or any part thereof, or render City liable to Lessee for abatement of Rent, or relieve Lessee from performance of Lessee's obligations under this Lease. City in no event shall be liable for damages by reason of such shortages, failures, variations or interruptions, including without limitation loss of profits, business interruption or other special, incidental or consequential damages.

10. **USE OF PREMISES, ACKNOWLEDGMENT, AND OPERATING REQUIREMENTS:**

10.1. **Use:** Lessee shall use the Premises for the operation of (i) a retail sundry/gift shop and (ii) a bait and tackle shop for the sale of sundries, licensed merchandise and gifts, live bait, tackle and other associated items (including, but not limited to, sunglasses, rods and reels, shirts, sunscreen, inflatable beach toys, hats and the like), and for no other purpose, subject to and in compliance with all other provisions of this Lease, including but not limited to applicable Laws and the Rules and Regulations, as defined herein ("Permitted Use").

10.2. **Acknowledgment of Prohibited Items:** Lessee acknowledges that the following items are prohibited from being sold in, at or from the Premises: beer, wine, liquor, served (i.e., not pre-packaged) ice cream, gelato, and custard, served coffee drinks (i.e., not bottled and/or canned coffee drinks), and sandwiches. Lessee may sell pre-packaged ice cream, gelato, and custard and bottled and/or canned coffee drinks.

10.3. **Required Hours:** Lessee agrees to continuously operate and conduct its business during the Required Hours, as hereinafter defined, unless otherwise mutually agreed upon by the Parties in writing or required by the Rules and Regulations. "Required Hours" herein shall mean those hours established from time to time by the City for the Pier in general, in City's sole discretion; provided, City shall not require that Lessee (i) open the a retail sundry/gift shop for business before 7:00 a.m. or remain open after 9:00 p.m., and (ii) open the bait and tackle store for business before 7:00 a.m. or remain open after 6:00 p.m. Without limiting the generality of the foregoing, City reserves the right to close the Pier on holidays or certain hours of holidays.

10.4. **Required Operations:** Lessee shall conduct its business at all times in a first-class, professional and businesslike manner consistent with reputable business standards and practices. Lessee shall keep the Premises adequately staffed with well-trained personnel for efficient first class service. Lessee agrees that the storage and office space in the Premises shall be limited to that necessary for, and used in conjunction with, the business to be conducted at the Premises pursuant to this Lease.
10.5. **Violation of Requirements:** The Parties agree that Lessee’s obligations under this paragraph 10 go to the essence of the Parties agreement hereunder, and that any failure to perform such obligations will result in damages to the City that are extremely difficult and impractical to determine and for which the City’s remedies at law will not be adequate. Accordingly, as a fair and reasonable estimate and liquidation of the City’s damages and not a penalty, if Lessee fails to perform any obligations under this paragraph 10 during any portion of any day of the Term, Lessee shall pay the City as Additional Rent an amount equal to one hundred dollars ($100.00) per violation. Acceptance by the City of such liquidated damages shall not be deemed permission for the Lessee to continue such violation, and shall not preclude the City from seeking any other remedy (other than damages) for such violation including, without limitation, termination of this Lease.

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

11.1. **City Obligations:** The City has retained Skanska USA Building, Inc., construction manager for the Pier ("Skanska") to construct the building located at the end of the overwater portion of the Pier area that will include the Premises as a finished space, including painted walls, lighting, and heating, ventilation and air conditioning ("HVAC"). Subject to City Council approval and paragraph 11.2, below, the City will retain Skanska to construct the interior improvements in accordance with the final TI Plan, as defined herein. The City will require Skanska to obtain at least three (3) bids for the interior improvements set forth in the final TI Plan. The City shall deliver the Premises with the interior improvements set forth in the final TI Plan on or before July 12, 2019. Prior to delivery of the Premises with the interior improvements set forth in the final TI Plan and subject to oversight by Skanska, Lessee shall be granted reasonable access to the Premises.

11.2. **Lessee’s Obligations:** Within two weeks after the Effective Date, Lessee shall retain Associated Space Design, Inc. ("ASD") to provide design services for the interior improvements Lessee is required to make to the Premises. Commencing the first week after the Effective Date and continuing until Lessee has approved the final tenant improvement plan ("TI Plan"), the City (including any designated representatives of the City), Lessee (including any designated representatives of Lessee), ASD, and Skanska shall meet on a bi-weekly basis to discuss the interior improvements and develop the TI Plan. The TI Plan shall describe the interior finish and tenant improvements to be constructed by Skanska, all Trade Fixtures, a budget, and any other necessary information needed to complete a fully operational retail sundry/gift and bait and tackle shop. On or before August 31, 2018, Lessee shall sign off on the preliminary TI Plan, including the preliminary budget set forth therein. Lessee or its architect, ASD, shall provide the City and Skanska with 100% construction documents for the interior improvements by September 14, 2018. On or before October 19, 2018, Lessee shall approve the final TI Plan including the final budget set forth therein. Lessee shall be responsible for paying all costs and expenses identified in the final TI Plan. The City shall invoice Lessee for such costs and expenses set forth in the final TI Plan and Lessee shall pay the City within thirty (30) days after receipt of an invoice. The City shall not be responsible or liable for any costs
and expenses related to interior improvements set forth in the final TI Plan. Lessee shall work cooperatively with the City, ASD, and Skanska, and respond to questions in a timely manner until completion of the improvements set forth in the final TI Plan.

12. **UTILITIES/SERVICES:** Lessee shall pay all costs (including installation, deposits, and usage) for utilities and all other services including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection, if any, associated with its use of the Premises except to the extent that the City, in its sole discretion, elects to expend CAM costs paid by Lessee for utilities and other services described in this paragraph 12.

13. **FEES AND TAXES:** Lessee shall pay all fees and taxes, if any, levied on the Premises or its contents including, but not be limited to, applicable income tax, real property tax, personal property tax, sales tax, and stormwater fees except to the extent that the City, in its sole discretion, elects to expend CAM costs paid by Lessee for fees and taxes described in this paragraph 13. If the Lessee fails to pay all or any portion of the taxes and the City pays all or any portion of the taxes, Lessee must reimburse the City in full. All charges identified in this paragraph shall be payable as Additional Rent. Lessee shall receive a credit towards annual Percentage Rent due and payable pursuant to paragraph 6 in the amount equal to the real property taxes paid by Lessee pursuant to this paragraph.

14. **CONDITION OF PREMISES:** Lessee shall inspect the Premises and accept the condition of the Premises in an "as is" condition. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use. Notwithstanding the foregoing and without limiting Lessee’s obligations set forth in paragraph 15, Lessee shall not be responsible or liable for any latent defects in the construction of the Premises. Nothing herein shall be construed to limit Skanska’s obligation to correct punch list items, provide any warranties and perform its other obligations required pursuant the construction manager contract between the City and Skanska.

15. **LESSEE MAINTENANCE OBLIGATIONS:** Except as set forth in paragraph 16, Lessee shall, at its cost and expense, maintain the Premises, and all improvements located thereon, in good order and repair, in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements. Lessee’s maintenance obligations shall include but not be limited to the following:

15.1. **Exterior:** Be responsible for keeping the exterior of the Premises clear of all debris and litter.

15.2. **Interior:** All walls, ceilings, floors, paint, windows, window glass, window shades and coverings, all partitions, doors, fixtures, equipment and appurtenances thereof, all lighting, and equipment.

15.3. **Service Contract for Pest Control:** Contract for monthly pest inspections and treatments. The definition of Pest shall include but is not limited to insect, nematode, rodent, weed, or other life form that is injurious to human health, or interferes with
economic activities. Lessee assumes all responsibility for pest control including but not limited to termite extermination. Lessee shall deliver a copy of the pest control contract to the City on or before the commencement of the Operating Period, and prior to the anniversary date of each year of such contract, to the address set forth in paragraph 45 of this Lease.

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

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

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

16. **CITY MAINTENANCE AND REPLACEMENT OBLIGATIONS:**

16.1. Commencing on the first day of the Operating Period and continuing until the end of the Term, the City shall maintain the exterior roofing, exterior walls, exterior windows, and HVAC systems, and shall provide replacement of HVAC systems at the end of their useful life. This is subject to Lessee, as a part of normal operations of the Premises, performing annual maintenance/inspections of subject operating systems. If Lessee discovers as part of its annual maintenance/inspections or otherwise that a repair to the exterior roofing or exterior walls may be necessary, Lessee shall so notify the City in writing.

16.2. Without limiting Lessee's obligations set forth in paragraph 15, if the City receives any warranties related to the construction of the Premises, the City shall pursue such warranties to the benefit of the City and Lessee.

17. **MARKETING, ADVERTISING, AND PROMOTION OF PIER AND LESSEE'S BUSINESS:** Lessee acknowledges that there will be marketing, advertising, and promotion guidelines for the Pier. Once established, the marketing, advertising, and promotion guidelines (the "Guidelines") shall be attached to this Lease as Exhibit "C". Lessee shall comply with the Guidelines when marketing, advertising, and promoting its business at the Pier. The City shall market, advertise, and promote the entire Pier, which marketing, advertising, and promotions may include a list of businesses, attractions, and events at the Pier. A portion of Lessee's CAM costs will be utilized by the City for marketing, advertising, and promoting the entire Pier. The City shall have the right by notice to Lessee to amend such Guidelines from time to time and such amended Guidelines shall automatically become part of this Lease.

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

19. **SAFETY AND SECURITY DEVICES, SERVICES AND PROGRAMS:** City shall have no obligation to provide any safety or security devices, services or programs for Lessee and shall have no liability for failure to provide the same or for inadequacy of any measures provided. However, City may institute safety or security devices, services and programs for the Common Area as City in its sole discretion deems necessary. The costs and expenses of instituting and maintaining such devices, services and programs for the Common Area shall be borne by Lessee as a part of CAM. The Parties acknowledge that safety and security devices, services and programs provided by City, if any, while intended to deter crime and enhance safety, may not in given instances prevent theft or other injurious acts or ensure safety of parties or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Lessee with respect to Lessee’s property and interests, and Lessee shall obtain insurance coverage to the extent Lessee desires protection against such acts and other losses beyond that described in paragraph 37. Lessee agrees to cooperate in any safety or security program developed by City or as required by Laws.

20. **BOND RESTRICTIONS:** Lessee acknowledges that, to the extent applicable, any bonds, notes or loan agreements utilized to finance construction of or improvements to the Pier or any portion thereof (collectively, the "Bonds") govern the occupancy, use and operation of the Pier, and, to the extent City is bound by the terms and conditions thereof, so shall Lessee be bound. Unless City advises Lessee to the contrary, in the event a conflict arises between this Lease and any restriction existing by virtue of the Bonds, the restrictions existing by virtue of the Bonds, as construed by Bond counsel, will control. Lessee shall be bound, as well, by the direction of Bond counsel, from time to time, with respect to the operation parameters of the Pier and Premises under the Bonds, it being understood, however, that City and Bond counsel shall have an affirmative obligation to advise Lessee with respect to such operating parameters (or changes thereto) as soon as possible in advance of when such operating parameters must be instituted. To the best of the City’s knowledge, there is nothing currently in the Bonds which prohibits the Permitted Use as provided for in this Lease. In the event there are any restrictions which unreasonably restrict the use of the Premises for the purposes contemplated herein, Lessee may terminate this Lease.

21. **RULES AND REGULATIONS:** Lessee acknowledges that there will be rules and regulations for the Pier. Once established, the rules and regulations (the "Rules and Regulations") shall be attached to this Lease as Exhibit "D". Lessee shall comply with all of the Rules and Regulations. The City shall have the right by notice to Lessee to amend such Rules and Regulations from time to time and such amended Rules and Regulations shall automatically become part of this Lease. Nothing herein shall be construed to give Lessee or any other party any claim against the City arising out of the violation of such Rules and Regulations by any other lessee, licensee, occupant, or visitor of the Pier, or out of the enforcement, modification, or waiver of the Rules and Regulations by the City in any particular instance. The Rules and Regulations shall not unreasonably restrict the Permitted Use.
22. **PARKING:** Commencing on the first day of the Operating Period and continuing until the end of the Term, the City shall provide parking at the Pier for patrons and visitors of the Pier. Pier parking is on a first come first serve basis and established parking rates apply. The Lessee shall have the right to the exclusive use of two (2) parking spaces for Lessee employee parking at a location mutually agreed upon by the Parties. Lessee shall pay the City for use of such spaces at the established parking rates for the Pier, unless otherwise mutually agreed upon by the Parties.

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

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

24.1. **Definitions:**

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

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

to protect the Environment, together, in each case, with any amendment thereto.

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

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

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

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

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

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

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

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

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

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

24.7.4. Sampling or monitoring any substances or parameters at any location subject to any environmental permit or federal, state or municipal environmental law or regulation.
24.8. **Survivability:** The provisions of paragraph 24 of this Lease shall survive the expiration or earlier termination of this Lease.

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

25. **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.

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

27. **DESTRUCTION OF PREMISES:**

27.1. **Lessee Option:** If Premises are totally destroyed by fire or other casualty or if the Premises are partially destroyed to an extent that the Premises are not suitable, as determined by Lessee's reasonable discretion, for the Permitted Use, then Lessee shall have the option of terminating this Lease upon written notice to City within sixty (60) days after such casualty loss, in which event Rent and all other obligations herein shall cease as of the date of such casualty, and neither City nor Lessee shall have any further obligations or rights hereunder except for any obligations existing at the time of termination, notwithstanding those obligations specifically enumerated to survive expiration or termination of this Lease.

27.2. **City Option:** If within the last year of the Term, the Premises are damaged or destroyed by fire or other casualty, such that the cost to repair is in excess of fifty percent (50%) of the replacement cost and as a result City elects not to rebuild, then City shall have the option to terminate this Lease upon written notice to Lessee within sixty (60) days after the date of such casualty loss, in which event Rent and other obligations herein shall cease as of the date of such casualty, and neither City nor Lessee shall have any further obligations or rights hereunder except for any obligations existing at the time of termination.

27.3. **Citywide Casualty:** In the event there is a citywide casualty that causes substantial damage not just to the Premises, but to other buildings and improvements owned by City, and City decides not to rebuild or restore the Premises, City shall have the option to terminate this Lease upon written notice to Lessee within ninety (90) days after the date of such casualty, in which event Rent and other obligations herein shall cease as of the date of the casualty, and neither City nor Lessee shall have any further obligations or rights hereunder except for any obligations existing at the time of termination.
28. **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.

29. **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.

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

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

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

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

34. **INDEMNIFICATION:**

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

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

34.1.2. 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;

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

34.1.4. 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

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

34.2. 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.

34.3. limitations. Lessee's obligations pursuant to this paragraph 34 shall not apply to Claims arising from the City's sole negligence.

35. DISCLAIMERS:

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

35.2. Lessee's Staff Property Damage: The City shall not be responsible or liable at any time for any damage to Lessee's staff property regardless of the cause, unless such damage is due to the City's negligence or wrongful act.
35.3. **Acts or Omissions of Third Parties:** The City shall not be responsible or liable to Lessee for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

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

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

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

37. **INSURANCE:**

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

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

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

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

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

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

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

37.3. All policies, with the exception of Workers Compensation, shall name the City of St. Petersburg and Manager as an "Additional Insured" under the policy, provide contractual liability coverage, shall be primary and non-contributory to any insurance maintained by the City, and provide that they shall not be subject to cancellation or any material change which would or could affect the City except for a minimum of thirty (30) days prior written notice to the City at the address set forth in paragraph 45 of this Lease.

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

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

37.6. Lessee hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
37.7. Commencing on the Effective Date and continuing until Skanska has completed the interior improvements set forth in the final TI Plan, Lessee shall only be required to obtain and maintain, at Lessee’s cost, the types and amounts of insurance set forth in subparagraph 37.1.3 and subparagraph 37.1.4, above, unless otherwise required by the City’s Risk Management Department. The requirements set forth in subparagraphs 37.2, 37.3, 37.4, 37.5 and 37.6 shall apply during this time period.

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

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

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

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

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

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

37.9. All of the sublessee’s or contractor’s policies, with the exception of Workers Compensation, shall name the City of St. Petersburg, Manager, and the Lessee as an "Additional Insured" under the policy, provide contractual liability coverage, shall be primary and non-contributory to any insurance maintained by the City, and provide that they shall not be subject to cancellation or any material change which would or could affect City except for a minimum of thirty (30) days prior written notice to City at the address set forth in paragraph 45 of this Lease.

38. **LIENS:**

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

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

39. **DEFAULT:**

39.1. **Default by Lessee.**

39.1.1. **Events of Default.** Subject to Lessee's right to notice and opportunity to cure specified in paragraph 39.2 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:

39.1.1.1. Lessee's failure to pay Rent or any other sums due under this Lease within fifteen (15) days after the date such payment is due;

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

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

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

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

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

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

39.1.1.8. 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;

39.1.1.9. Lessee making an assignment of this Lease for the benefit of creditors;
39.1.1.10. Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited under this Lease;

39.1.1.11. 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;

39.1.1.12. Lessee's default of paragraph 24 of this Lease.

39.2. Remedies for Default; Right to Cure.

39.2.1. 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.

39.2.2. 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.

39.3. 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:

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

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

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

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

39.4. 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.

40. ASSIGNMENT OR SUBLEASE:

40.1. Assignment

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

40.1.2. 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.

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

41. **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.

42. **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.

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

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

45. **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
United Park Services, Inc.
4737 Dolphin Cay Lane, S. #602
St. Petersburg, Florida 33711
Attn: Debbie Enoch

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-6330 when making any inquiries to the City concerning this Lease.

46. 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.

47. 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.

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

49. 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.
50. **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.

51. **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.

52. **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.

53. **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.

54. **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.

55. **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.

56. **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.

57. **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.

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

59.1. 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.

59.2. 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.

60. **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.

61. **WAIVER:** The waiver by City or Lessee of any default of any term, covenant, or condition shall not be deemed to be a waiver of any subsequent default of the same or any other term, covenant or condition, nor shall the acceptance or payment of Rent, or other payment be deemed to be a waiver of any such default. No term, covenant or condition of this Lease shall be deemed to have been waived by City or Lessee, unless such waiver is in writing. No surrender of the Premises for the remainder of the Term shall be valid, unless accepted by the City in writing.

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

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

64. **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).

65. **FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.
66. **COMPLIANCE WITH ARMY CORPS OF ENGINEERS PERMIT REQUIREMENTS:**
The Department of the Army Permit No. SAJ-2013-00697(SP-LDD) is attached hereto as Exhibit "E". Lessee shall comply with such permit, including special conditions 18 through 23. Lessee shall obtain and maintain the necessary equipment and tools, and train employees on who to contact in the event of an accidental hooking of an endangered species. The City shall provide any necessary signage.

REMAINING PORTION INTENTIONALLY LEFT BLANK
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)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

LESSEE: UNITED PARK SERVICES, INC.

By: ___________________________

Printed Name: ______________________

Title: __________________________

Date: __________________________

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

________________________
Witness Signature

________________________
Typed, Printed or Stamped Name

________________________
Witness Signature

________________________
Typed, Printed or Stamped Name

CITY: CITY OF ST. PETERSBURG, FLORIDA

________________________
Rick Kriseman
As Its: Mayor

ATTEST:

________________________
Chan Srinivasa, City Clerk

(City Seal)

REVIEWED:

________________________
Alfred Wendler, Acting Director
Real Estate & Property Management

APPROVED AS TO CONTENT:

________________________
City Attorney (Designee)

By: _______________________
Assistant City Attorney

Legal: 383895 Final

APPROVED BY:

________________________
Chris Ballestra, Managing Director
City Development

APPROVED AS TO FORM:

________________________
City Attorney (Designee)

By: _______________________
Assistant City Attorney
EXHIBIT "A"
Illustration of Pier
EXHIBIT "B"
Illustration of Retail Sundry/Gift Shop and Bait Shop
EXHIBIT "C"
Marketing, Advertising, and Promotion of Pier and Lessee's Business Guidelines
EXHIBIT "E"
Department of the Army Permit No. SAJ-2013-00697(SP-LDD)
DEPARTMENT OF THE ARMY PERMIT

Permittee: City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

Permit No: SAJ-2013-00697(SP-LDD)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The project will construct a new municipal pier with 4.09 acres of over-water concrete and pervious structures, associated infrastructure, and amenities. The project will be constructed from uplands and also from barges within Tampa Bay. The structures will be supported by approximately 435 24-inch by 24-inch square concrete pilings driven into the bay bottom. The structures will be constructed 10 to 11 feet above MHWL and will extend approximately 1,265 feet from the shoreline into Tampa Bay. The pier deck will be a cast-in-place supported structural slab. In general, the pier will consist of three areas: The Western Pathways, the Event Plaza, and the Pier Head.

Western Pathways: The Western Pathways will be a triangularly shaped system of paths extending from the western shoreline to about a third the length of the pier structure. This area will include the Welcome Plaza, a multi-modal Transit Hub, Tilted Lawn, Splash Pad, Spa Beach, and beach restrooms. The two main circulation elements will be the south walkway and the north walkway. The 25-foot wide south walkway will be the main thoroughfare for pedestrian traffic, part of the tram route, and the primary path for emergency vehicle and delivery access. There will be multiple crossings from the south walkway to the north walkway. The 20-foot wide north walkway will also be part of the tram circulation route. Both the north and south walkways originate at the Pier Approach and converge at the event plaza. No roads will be open to private vehicles. A concrete plane Tilted Lawn will extend eastward from the sea wall and be supported from below with pilings. A Splash Pad will be located in the northeast corner of the Welcome Plaza.
The existing Spa Beach will be re-graded by excavating the lawn to proposed elevations and then allowing the tides to reshape the beach naturally. The Spa Beach expansion will include removal of approximately 615 linear feet of existing seawall, including cap and any anchors. A new seawall or revetment will be installed upland of the removed seawall. The new seawall or revetment will tie in to the north end of the remaining seawall to stabilize the remaining seawall. Excavation will be required adjacent to the seawall removal to develop the Spa Beach shoreline. Basic grading would remove 9,500 cubic yards of material to shape the beach area. All construction for Spa Beach will be above mean sea level and no additional sand fill will be required. The excavated material from the existing Spa Beach lawn will be stockpiled and used for fill on site.

A 50-foot long Spur will be constructed at the northern end of the expanded Spa Beach to retain the grade and protect the beach and near shore resources from wave energy. The Spur will be constructed to a depth of -8 feet with an elevation of +6.0' NAVD at the crest and side slopes at 1V:2H. The Spur will require fill of 0.05 acres of unvegetated bay bottom. Construction of the Spur will remove approximately 0.06 acres of rock rubble Essential Fish Habitat (EFH) located along the existing seawall. This rubble will be replaced with construction of the Spur. The Spur will consist of an inner core of rock or clean recycled materials overlaid by a rock armor stone layer of native Florida dense limestone. The Spur will be constructed on filter fabric and geogrid under a layer of bedding stone. On the beach side, the Spur will transition into a rock revetment that will be partially buried. The rock revetment will extend a total length of 140 feet and taper along its length.

Event Plaza: The Event Plaza section will encompass the central one third of the pier and connect the Western pathways to the Pier Head. The actual Event Plaza is an open section approximately 100 ft. wide. A coastal thicket boardwalk with native plants will be located along the north edge of the north walkway extending from the uplands to the Event Plaza. Three platforms will extend from the northern side of the north walkway to provide entrances and support for the coastal thicket. The coastal thicket will be a pile-supported concrete tray structure tied to the pier deck. An Education Center will be located at the apex of the north and south walkways. The Education Center will consist of a post-tensioned concrete and aluminum trellis roof supported on columns that align with piles below. The Center will have indoor and outdoor classrooms. The outdoor wet classroom will have amphitheater seating and connect to the floating docks at the kayak building.

A Kayak Launch, storage building, and floating dock will be located mid-pier and run north-south, passing below the walkways and in front of the wet classroom. The roof of the Kayak Launch will be a lounge space connected to the north pier deck with two
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gangways. The deck will have wooden lounge chair type seating built in across a sloped plane. The Kayak Lounge will be manufactured as pre-fabricated panels of pultruded fiberglass grating. The floating dock will extend north along the length of the breakwater for reef observation.

A two-segment breakwater will be constructed on unvegetated bay bottom ranging from -10 ft. to -12 ft. in depth. Construction will consist of two rubble mound structures, approximately 140 feet long and 12 feet wide at the crest, with top elevation of +2.0 ft. NAVD and side slopes of 1V:2H. The total basal area will be 0.55 acres. The breakwater will sit on a foundation of geogrid and filter fabric under cobble sized bedding stones. The structure will be comprised of an inner core of rock or clean recycled materials overlaid by a rock armor stone layer of native Florida dense limestone. The design includes intertidal hard bottom levels and sloped areas on the lee side of the structure providing habitat for oyster beds and essential fish habitat areas. The oyster bed area will be approximately 10 feet wide and 130 feet long at elevation -1.0' NAVD. The breakwater will reduce on-shore wave energy and provide protection to the expanded Spa Beach shoreline and near-shore seagrass beds.

Pier Head: The terminal pier head is a trapezoidal section of pier 220 ft. by 370 ft. covering the easterly one third of the pier. The pier head will be constructed of concrete beams and slabs supported on 24-inch rectangular precast, prestressed concrete piles or circular concrete prestressed spun cast piles. The pier head building will include a deck level and a five story building including a restaurant space, general assembly overlook, and roof level with an aluminum trellis roof. The first floor will open to the east adjacent to the tram stop. The second floor will open to the west and support events at the Lawn. Stairs will link these two floors, as well as the floors above, and provide midpoint lookout landings. A restaurant will be located on Level 3. On the east side, a large seating terrace will connect the restaurant level and the upper deck level.

A Lawn area built up utilizing geo foam will be constructed to the west of the pier head building. The Lawn will be utilized for passive recreation and will be the primary event space on the pier.

At the east end of the pier head building an accessible ramp will be interwoven with a set of steps that doubles as seating and leads down to a designated fishing deck.

A Water Lounge will be located adjacent to the fishing deck. The bottom of the Water Lounge will sit below the water and will have a fiberglass grate bottom to allow wading. At night, a motorized mechanism will raise the fiberglass grate and seating assembly in order to dry it and restrict algal and bacterial growth and close off water lounge access.
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The Kayak Launch and Water Lounge floating docks will be anchored to the sea bottom using helical screw anchors tethered to the floating structures. Four bottom anchors will be required for each 50 linear feet of dock. The proposed 350 linear feet of dock will require 28 bottom anchors.

In the transition from the over water structural components to the upland components, approximately 715 linear feet of seawall under the previously demolished St. Petersburg Municipal Pier approach will be reconfigured, including a reinforced concrete cap and tiebacks. The seawall cap will be at existing grade and the wall sheets will require a minimum of 12 feet of embedment. This reconfiguring will remove 0.11 acres of historic fill and return that area to natural bay bottom. Approximately 0.06 acres of adjacent unvegetated bay bottom will be filled.

The project will result in approximately 0.0009 acres (40 square feet) of seagrasses impacts for the installation of up to 10 support pilings associated with two of the three pier access areas. These areas have been minimized to the greatest practicable extent while still providing the necessary vehicular (i.e. tram, deliveries, and emergency vehicles only) and pedestrian access for operation of the proposed pier structure. The three access areas would be constructed within the less dense or patchy areas of seagrass coverage mapped within the project site; however, secondary impacts from shading (totaling up to 0.06 acres or 2,538 square feet) may also still occur.

No dredging is proposed for this project. No mooring of vessels would be allowed at the facility. All above ground structures would be provided with lightning protection. Navigation lights would be installed on the breakwater and the spur structure and the far ends of the floating docks for safety.

The work described above is to be completed in accordance with the 90 pages of drawings dated 30 March 2016, and 10 attachments affixed at the end of this permit instrument.

Project Location: The project would affect waters of the U.S. associated with Tampa Bay. The project site is located at 800 2nd Avenue NE, in St. Petersburg, Pinellas County, Florida. The site is located in Section 20, Township 31 South, and Range 17 East

Directions to site: From Interstate-275 in St. Petersburg, travel east on Interstate-375 toward Sundial and continue on 4th Avenue N. Turn right on Beach Drive NE then left on 2nd Avenue NE. The project site is located at 800 2nd Avenue NE.
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**Approximate Central Coordinates:** Latitude: 27.7735° North
Longitude: 82.6260° West

**Permit Conditions**

**General Conditions:**

1. The time limit for completing the work authorized ends on *May 31, 2022*. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.
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Special Conditions:

1. Reporting Address: All reports, documentation and correspondence required by
the conditions of this permit shall be submitted to the following email address CESAJ-
ComplyDocs@usace.army.mil (not to exceed 10 MB). The Permittee shall reference
this permit number, SAJ-2013-00697(SP-LDD), on all submittals.

2. Commencement Notification: Within 10 days from the date of initiating the
authorized work, the Permittee shall provide to the Corps a written notification of the
date of commencement of work authorized by this permit. This notification shall be sent
to CESAJ-ComplyDocs@usace.army.mil.

3. The applicant will utilize existing unvegetated areas within the project site for
necessary construction vessel egress/ingress including the corridor of the existing pier.
The applicant will prohibit construction barges and other associated vessels from
working or anchoring within 20 feet of the existing seagrass beds.

4. The applicant would notify the NMFS HCD of the scheduled pre-construction meeting
that would occur no later than one week prior to the start of the construction activities.

5. Turbidity Barriers: Prior to the initiation of any in-water work authorized by this
permit, the Permittee shall install floating turbidity barriers with weighted skirts around
all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall
remain in place and be maintained until the authorized work has been completed and
all suspended and erodible materials have been stabilized. Turbidity barriers shall
be removed upon stabilization of the work area.

6. Fill Material: The Permittee shall use only clean fill material for this project. The fill
material shall be free from items such as trash, debris, automotive parts, asphalt,
construction materials, concrete with exposed reinforcement bars, and soils
contaminated with any toxic substance, in toxic amounts in accordance with Section

7. Compensatory mitigation shall be provided for impacts resulting from this project of
approximately 0.0009 acres (40 square feet) of seagrass impacts resulting from the
installation of up to 10 support pilings. Compensatory mitigation for proposed seagrass
impacts would be accomplished through the construction of a breakwater and a spur
structure. These structures have been specifically engineered to reduce excessive
wave energy exposure to the shallow waters immediately adjacent to the pier and to
provide additional protection to the near shore resources from onshore wave energy
generated by north-northeast fetch as well as boat wakes from vessel traffic entering the adjacent marina. The reduced wave energy behind the breakwater combined with the additional protection from the spur structure would create quiescent conditions which would support the expansion of the existing seagrass beds and the recruitment of new seagrasses within the project site. If the expansion and recruitment of new seagrasses does not meet the required 2:1 mitigation ratio for direct impacts to approximately 0.0009 acres (40 square feet) of seagrasses resulting from the installation of up to 10 support pilings, the applicant shall complete the process as outlined in the attached Quality Assurance Plan.


9. Manatee Protection: In the event that large barges or vessels are utilized in construction, a fendering system shall be employed when there is the potential for crushing manatees between vessels moored together, or between vessels and wharves or bulkheads. Fenders must provide a minimum standoff distance of 4 feet under maximum compression.

10. All culverts 8 inches to 8 feet in diameter must be grated to prevent manatee entrapment. To effectively prevent manatee access, grates must be permanently fixed, spaced a maximum of 8 inches apart (may be less for culverts smaller than 16 inches in diameter) and may be installed diagonally, horizontally or vertically. For new culverts, grates must be attached prior to installation of the culverts. Culverts less than 8 inches or greater than 8 feet in diameter are exempt from this requirement.

11. Signs should be erected instructing fishermen and other visitors not to feed birds or other wildlife. Feeding birds acclimates them to humans, encourages nuisance behavior, and increases their chances of entanglement. It is especially problematic when fishermen provide bait or caught fish to birds, either intentionally or by disposal in the water without regard to attracting birds. On site personnel should be present and ensure compliance with this provision.

12. A fish cleaning station would be installed in the fishing area of the pier away from the edge of the pier. This station would be posted with signage reinforcing the prohibition on feeding wildlife and disposal of fish carcasses, debris, or remains in the water. A trash can or other covered disposal method will be provided at the fish cleaning station. It is noted that Audubon Florida suggested the use of a “carcass tube” that would convey fish remains into the water column. While this may prove helpful in discouraging most birds, the National Marine Fisheries Service Protected Resources
Division should be contacted regarding the potential issue of attracting protected species including dolphins and sea turtles.

13. The applicant shall install and maintain trash receptacles at the pier to reduce the probability of trash and debris entering the water. Tubes or bins shall be provided for the recycling or disposal of monofilament line or other used fishing gear. Educational signs encouraging the use of these tubes or bins should also be installed and maintained.

14. Educational signage and brochures should be provided directing fishermen how to safely release a pelican or other bird hooked or entangled by fishing equipment.

15. Bird proofing of structures (light poles, posts, roofs of buildings) using bird-safe deterrent measures should be incorporated into project construction where feasible.

16. During pile-driving activities, the following measures shall be followed:

   a. At least one observer shall be onsite at all times and dedicated to the task of watching for manatees during the in-water construction work. Observers must have prior on-the-job experience as a dedicated manatee observer, observing for manatees during similar in-water work and shall perform no other duties that may interfere with their ability to observe for protected marine species. All pile-driving activity shall be confined to daylight hours.

   b. The pile driving activities will use a ramp-up measure. At the start of pile driving, hammers would initially be operated at low levels, then gradually increase to minimum necessary power required for pile installation. Monitoring for protected marine species will occur for 30 minutes prior to pile driving, during pile driving, and for 30 minutes after pile driving ends.

17. An educational sign shall be installed at an appropriate public access point on or near Spa Beach citing the importance of beach habitat for red knots, piping plover, and other shorebirds, and the importance of minimizing human disturbance. If the project area has a pet or dog regulation, the provisions of the regulation shall be included along with the educational sign. The location and content of the sign must be approved in advance by the U.S. Fish and Wildlife Service.

19. The applicant shall report all confirmed hook-and-line captures of sea turtles and smalltooth sawfish at the proposed pier to the NMFS’s Southeast Regional Office.

a. Within 24 hours, the applicant must notify NMFS by email (takereport.nmfs@noaa.gov) that the capture has occurred. Emails must reference this Opinion by the respective identifier number SER-2016-18030 (St. Petersburg Pier) and date of issuance. If available, the email shall also state the type of species captured, date and time of capture, location and activity resulting in capture (i.e., fishing from the pier by hook-and-line), condition of the sea turtle or smalltooth sawfish (i.e., alive, dead, turtle sent to rehabilitation), size of the individual, behavior, identifying features (i.e., presence of tags, scars, or distinguishing marks), and any photos that may have been taken.

b. Reports must also be provided on an annual basis. These reports shall be emailed to the applicable lead action agency and to NMFS’s Southeast Regional Office (takereport.nmfs@noaa.gov) with the following information: the total number of sea turtle and smalltooth sawfish captures, entanglements, and strandings that occurred at or adjacent to the pier included in this Opinion. The report must include the same details listed in 1a above.

20. Impacts to incidentally captured sea turtles and smalltooth sawfish would be minimized by ensuring that incidentally captured sea turtles and smalltooth sawfish are appropriately handled and released or injured sea turtles are sent to rehabilitation facilities.

21. The applicant shall ensure that incidentally captured sea turtles that are injured are sent to a rehabilitation facility that holds an appropriate U.S. Fish and Wildlife Native Endangered and Threatened Species Recovery permit. If a sea turtle is captured at the pier, the applicant has agreed that it or its agents or employees will contact the hotline number on the educational signs and follow directions to ensure turtles are properly handled and transported to a rehabilitation center, if necessary. The applicant shall send an annual report to the USACE and to NMFS’s Southeast Regional Office (takereport.nmfs@noaa.gov) documenting captures and results of capture (e.g., released alive, sent to rehabilitation, died).

22. The applicant shall install NMFS protected species educational signs including the “Save the Sea Turtles, Sawfish, and Dolphins” sign. The signage should be placed in the designated fishing area of the St. Petersburg Pier where the view of these signs is unobstructed. These signs should contain information on the possibility of sea turtle captures by hook-and-line and what to do in the event of a capture. The applicant stated that informational signs will be displayed on the pier educating the public on safe
fishing practices that will reduce or prevent sea turtle and smalltooth sawfish injuries and who to notify in the event a dead, injured, or entangled sea turtle and smalltooth sawfish is located. Sign designs and installation methods are provided on the NMFS PRD website at: http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html. The applicant shall send a photo of the installed signs to the USACE and to NMFS’s Southeast Regional Office (takereport.nmfsser@noaa.gov) to confirm installation is complete prior to the opening of the new pier.

23. The bait shop would be located in the fishing area of the pier. This shop would have a pier attendant equipped with a large net able to lift sea turtles accidentally hooked out of the water and tools to unhook captured sea turtles or smalltooth sawfish while still in the water. Bait shop staff would be directed to assist in handling captured ESA listed species by first calling the contact number on the educational sign and second following the directions on the sign if unable to reach someone.

24. The applicant shall ensure that annual underwater fishing debris cleanup around the subject fishing piers is implemented. The applicant has agreed to coordinate with local organizations to support and encourage annual underwater cleanups at the pier. The applicant shall send confirmation of cleanup to the USACE and to NMFS’s Southeast Regional Office (takereport.nmfsser@noaa.gov) including dates of cleanup efforts and results of the clean-up.

25. The bottom separation distance between the oyster breakwater structures would be a minimum of 10 feet. The structures will have a separation of 40 to 50 ft +/- at the mean water level.

26. All fishing will be restricted to a specific area at the end of the proposed pier.

27. The permit authorization does not authorize the Permittee to ‘take’ a federally listed threatened or endangered species. In order to legally take a listed species, the Permittee must have separate authorization under the Endangered Species Act (ESA). This permit authorization does not include conditions that would prevent the ‘take’ of a state-listed fish or wildlife species. These species are protected under Sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, the Permittee is responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.mylife.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of
special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

28. **Posting of Permit**: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

29. **Assurance of Navigation and Maintenance**: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

30. **As-Built Certification**: Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification By Professional Engineer" form to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer and include the following:

   a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with transparent overlay of the work as constructed in the same scale as the permit drawings on 8½-inch by 11-inch sheets. The plan view drawing should show all "earth disturbance," including wetland impacts and water management structures.

   b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification By Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification By Professional Engineer" form does not constitute approval of any deviations by the Corps.

   c. Include the Department of the Army permit number on all sheets submitted.
PERMIT NUMBER: SAJ-2013-00697(SP-LDD)
PERMITTEE: City of St. Petersburg
PAGE 12 of 16

31. Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee will be advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Tampa Regulatory Office.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

   (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

   (X) Section 404 of the Clean Water Act (33 U.S.C. 1344)

   ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

2. Limits of this authorization.

   a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

   b. This permit does not grant any property rights or exclusive privileges.

   c. This permit does not authorize any injury to the property or rights of others.

   d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

   a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

   b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

   c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.
Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Michael Pyle  
(PERMITTEE)  
5-31-2017  
(DATE)

Michael Pyle  
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Jason A. Kirk, P.E.  
Colonel, U.S. Army  
District Commander  
5-31-2017  
(DATE)
When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)  (DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)
1. PERMIT DRAWINGS: 90 pages, dated 30 March 2016

2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 5 of this DA permit.


4. MANATEE EDUCATION CONDITIONS: A guide to manatee educational signs – 2009

5. SEA TURTLE – SAWFISH CONDITIONS: Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006

6. National Marine Fisheries Service Protected Resources Division Biological Opinion

7. National Marine Fisheries Service Protected Resources Division

8. U.S. Fish and Wildlife Service Wrack Community Sign and Share The Shore Sign

9. MITIGATION PROCEDURES: Mitigation Plan and Quality Assurance Plan

10. AS-BUILT CERTIFICATION FORM
Resolution No. 2018 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH UNITED PARKS SERVICES, INC., A FLORIDA CORPORATION, FOR THE DEVELOPMENT AND OPERATION OF A RETAIL SUNDRY/GIFT SHOP AND BAIT SHOP LOCATED WITHIN THE BUILDING AT THE END OF THE OVERWATER PORTION OF THE NEW ST. PETE PIER™ FOR A TEN (10) YEAR TERM, WITH AN ANNUAL BASE RENT OF $50,175, EXCLUDING TAXES, PLUS PERCENTAGE RENT AND COMMON AREA MAINTENANCE CHARGES COMMENCING UPON OPERATIONS, AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE SAME; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") is currently constructing the new St. Pete Pier™ ("The Pier") and upon completion of The Pier there will be a building at the end of the overwater portion of The Pier that will include a retail sundry/gift shop and a bait shop on the first floor consisting of ±1,115 square feet, of which ±962 square feet is the retail sundry/gift shop space and ±153 square feet is the bait shop (collectively, "Premises"); and

WHEREAS, on April 27, 2018, the City issued a public notification inviting proposals for leasing opportunities at or within the overwater Pier head building with a deadline of 10:00 a.m. local time on May 29, 2018 ("Public Notice"); and

WHEREAS, the Public Notice was advertised in the Tampa Bay Times on April 27, 2018; and

WHEREAS, in May 2018, the City received a proposal from the United Park Services, Inc. ("Lessee") for consideration to lease and operate the Premises; and

WHEREAS, the Mayor selected the Lessee to operate the Premises and be responsible for interior improvements; and

WHEREAS, the Lessee desires to lease the Premises; 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 hereby authorized to execute a Lease Agreement with United Park Services, Inc., a Florida corporation, for the development and operation of a retail sundry/gift shop and bait shop within the building at the end of the overwater portion of the new St. Pete Pier™ for a ten (10) year term, with an annual base rent of $50,175, excluding taxes, plus percentage rent and common area maintenance charges commencing upon operations, and to execute all other documents necessary to effectuate same; and

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal: 00384250

APPROVED BY:

Alan DeLisle, Administrator
City Development
ST. PETERSBURG CITY COUNCIL  
Meeting of July 12, 2018

REPORT

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

SUBJECT: Approving an Artist Agreement between the City of St. Petersburg, Florida ("City") and Janet Echelman, Inc. ("JEI") for design development, fabrication, delivery, aesthetic direction for installation, and warranty of a net sculpture ("Sculpture") to be installed at the new St. Pete Pier™ in an amount not to exceed $1,468,975 ("Artist Agreement"); authorizing the City Attorney to make non-substantive changes to the Artist Agreement; Authorizing the Mayor or his designee to execute the Artist Agreement; approving a supplemental appropriation in the amount of $225,000 from the unappropriated balance of the Art in Public Places Fund (1901), Mayor's Office Department, Office of Cultural Affairs (020-1777); authorizing payment to JEI in an amount not to exceed $225,000 for fees and cost for design development; and providing an effective date.

EXPLANATION: On April 6, 2017 City Council approved an agreement for feasibility and schematic design of a hanging net sculpture with JEI in the not to exceed amount of $75,000, half of which was funded from monies transferred from the Arts in Public Places Art Fund to the Pier Visioning Project in the General Capital Improvement Fund, the other funding came from the funds set aside for the acquisition of works of art in the Pier Visioning Project (Engineering & CID Project No. 09227-019, Oracle No. 11988). The scope of services included two (2) separate phases. Phase 1 Services was for Feasibility Study and Preliminary Schematic Design to determine the feasibility of designing a Sculpture to be installed at locations to be determined on the Pier and the Phase 2 Services was for Final Schematic design and development of a cost budget based on the recommended location at the north tip of Spa Beach Park. The goal of the feasibility and schematic design agreement was to have JEI perform sufficient initial design services to determine the scope and effort required by both the City's and JEI's engineers to complete full construction documents and permit the Sculpture, determine the City's budget for the infrastructure to install the Sculpture and determine the total budget of the Sculpture. The Final Report prepared by JEI was delivered to the City on December 27, 2017.

The Final Report indicated that a Sculpture could be erected at the north end of Spa Beach, and included a cost budget which included an Infrastructure Cost Budget of $1,300,000 and a Sculpture Cost Budget of $1,500,000. JEI has requested that the Structural Engineering for the Sculpture itself be handled by the same Structural Engineer that is providing services to the City for the design of the foundation. The $30,000 necessary to perform these services will be reimbursed to the City from the funds received from private donations to complete the fabrication and installation of the Sculpture. As such, the Infrastructure Budget will be increased to $1,330,000 and the Sculpture Cost Budget will be decreased to $1,470,000.

Administration has negotiated the attached Artist Agreement. The Public Arts Commission approved funding in the amount of $250,000 from the Arts in Public Places Fund for the fees and costs to be paid to JEI pursuant to the Artist Agreement. Administration and the Public Arts Commission recommends approval of the attached agreement with JEI, commissioning of the Sculpture into the public art collection, and approving a supplemental appropriation in the amount of $225,000 from the unappropriated balance of the Art in Public Places Fund (1901), Mayor's Office Department, Office of Cultural Affairs (020-1777). The City will use the $225,000 from the Arts in Public Places Fund to pay JEI for design development of the Sculpture.
Administration has obtained funding commitments from private persons and entities for the remaining fees and costs to be paid to JEI pursuant to the attached agreement and $30,000 for the Structural Engineering for the Sculpture (which will be paid to Associated Space Design, Inc.).
The fees and costs to be paid to JEI pursuant to the Artist Agreement are set forth below. On or before November 1, 2018, Administration will ask City Council to (i) approve a supplemental appropriation in the amount of $25,000 from the unappropriated balance of the Art in Public Places Fund (1901), Mayor’s Office Department, Office of Cultural Affairs (020-1777), (ii) approve a supplemental appropriation in the amount $1,243,975 from the funding received from the private persons and entities, and (iii) authorize payment to JEI for fabrication and aesthetic direction for installation of the Sculpture in the amount of $1,243,975.

The Artist Agreement includes the following phases and associated lump sum fees and costs:

- On Signing of Agreement $ 75,000
- On Submission of Design Development $ 75,000
- On Approval of Final Design Development $ 75,000
- Subtotal initial authorization for Design Development $ 225,000
- On commencement of fabrication $ 600,000
- On completion of 50% fabrication $ 600,000
- On delivery of Sculpture $ 43,000
- On JEI approval of installation as to aesthetics $ 975
- Subtotal final authorization $1,243,975

Total amount of Artist Agreement $1,468,975

The design development phase is anticipated to take up to ninety (90) days to complete. Concurrent with JEI’s Design Development phase, the City will commence coordination and design of the infrastructure to support the Sculpture. This will include the design of the foundation, structural pylons, and supporting cable system. The authorization for the installation of the infrastructure will be provided to City Council for approval as part of a future Addendum to the Skanska Pier Final Guaranteed Maximum Price ("GMP") Proposal. Once the Sculpture fabrication has been authorized to proceed, it is anticipated that fabrication and installation will take up to nine (9) months to complete. Skanska will install the Sculpture upon delivery.

JEI shall also consult with the City’s Engineer on the preparation and delivery of an Operations and Maintenance Plan for the project. It is anticipated that the Operations & Maintenance Plan will include annual inspections of the net and support system and periodic spray washing to remove salt spray.

RECOMMENDATION: Approving an Artist Agreement between the City of St. Petersburg, Florida ("City") and Janet Echelman, Inc. ("JEI") for design development, fabrication, delivery, aesthetic direction for installation, and warranty of a net sculpture ("Sculpture") to be installed at the new St. Pete Pier™ in an amount not to exceed $1,468,975 ("Artist Agreement"); authorizing the City Attorney to make non-substantive changes to the Artist Agreement; Authorizing the Mayor or his designee to execute the Artist Agreement; approving a supplemental appropriation in the amount of $225,000 from the unappropriated balance of the Art in Public Places Fund (1901), Mayor’s Office Department, Office of Cultural Affairs (020-1777); authorizing payment to JEI in an amount not to exceed $225,000 for fees and cost for design development; and providing an effective date.
COST/FUNDING INFORMATION: Funding for the design development phase will be available after a supplemental appropriation in the amount of $225,000 from the unappropriated balance of the Art in Public Places Fund (1901), Mayor's Office Department, Office of Cultural Affairs (020-1777).

ATTACHMENTS: Resolution and Artist Agreement (with Appendix A, Scope of Services and Appendix B, Compensation and Payment)

APPROVALS:  

[Signature]  [Signature]  
Administrative  Budget

00384788
RESOLUTION NO. 2018-__

A RESOLUTION APPROVING AN ARTIST AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND JANET ECHELMAN, INC. ("JEI") FOR DESIGN DEVELOPMENT, FABRICATION, DELIVERY, AESTHETIC DIRECTION FOR INSTALLATION, AND WARRANTY OF A NET SCULPTURE ("SCULPTURE") TO BE INSTALLED AT THE NEW ST. PETE PIER™ IN AN AMOUNT NOT TO EXCEED $1,468,975 ("ARTIST AGREEMENT"); AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE ARTIST AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE ARTIST AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $225,000 FROM THE UNAPPROPRIATED BALANCE OF THE ART IN PUBLIC PLACES FUND (1901), MAYOR'S OFFICE DEPARTMENT, OFFICE OF CULTURAL AFFAIRS (020-1777); AUTHORIZING PAYMENT TO JEI IN AN AMOUNT NOT TO EXCEED $225,000 FOR FEES AND COSTS FOR DESIGN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; April 6, 2017, City Council approved an agreement for feasibility and schematic design of a hanging net sculpture with Janet Echelman, Inc. ("JEI") in an amount not to exceed $75,000; and

WHEREAS, pursuant to such agreement, JEI prepared and delivered a final report which indicated that a hanging net sculpture could be erected at the north end of Spa Beach, and JEI provided a cost budget which included an infrastructure cost budget of $1,300,000 and a sculpture cost budget of $1,500,000; and

WHEREAS, the City of St. Petersburg, Florida ("City") is currently constructing the new St. Pete Pier™ and desires for a signature art piece to be installed in Spa Beach Park; and

WHEREAS, the City wishes to contract with JEI for design development, fabrication, delivery, aesthetic direction for installation, and warranty of a net sculpture ("Sculpture") to be installed in Spa Beach within the new St. Pete Pier™ and JEI wishes to accept such duties and responsibilities on all the terms and conditions set forth in the Artist Agreement between the City and JEI; and

WHEREAS, after execution of the Artist Agreement, Administration will authorize JEI to commence design development for an amount not to exceed $225,000; and

WHEREAS, Administration and the Public Arts Commission recommends approval of the Artist Agreement with JEI, commissioning of the Sculpture into the public art collection, and a supplemental appropriation in the amount of $225,000 from the unappropriated balance of the Art in Public Places Fund (1901), Mayor’s Office Department, Office of Cultural Affairs (020-1777); and

WHEREAS, Administration will not authorize JEI to commence with the fabrication of the Sculpture and other remaining services set forth in the Artist Agreement until City Council approves a (i) supplemental appropriation in the amount $1,243,975 from the funding received from: the private persons and entities and (ii) supplemental appropriation in the amount of $25,000.
from the unappropriated balance of the Art in Public Places Fund, Mayor’s Office Department, Office of Cultural Affairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Artist Agreement between the City of St. Petersburg, Florida (“City”) and Janet Echelman, Inc. (“JEI”) for design development, fabrication, delivery, aesthetic direction for installation, and warranty of a net sculpture (“sculpture”) to be installed at the new St. Pete Pier™ in an amount not to exceed $1,468,975 (“Artist Agreement”) is hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Artist Agreement.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Arts in Public Places Fund (1901), the following supplemental appropriation for FY 2018:

| Arts in Public Places Fund (1901) | Mayor’s Office Department, Office of Cultural Affairs Division (020-1777) | $225,000 |

BE IT FURTHER RESOLVED that payment to JEI in an amount not to exceed $225,000 for fees and costs for design development is hereby approved.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

[Signatures]

City Attorney (designee)

Budget

Administration
00384648 v3
ARTIST AGREEMENT

THIS AGREEMENT is made between the City of St. Petersburg, Florida ("Client") and Janet Echelman, Inc. ("JEI") regarding the design development, fabrication, delivery, aesthetic direction for installation, and warranty of a net sculpture and related artist services by JEI for the Echelman Sculpture Commission (the "Project") to be installed at Client’s new St. Pete Pier™ that is currently being constructed. Client and JEI are the Parties to this Agreement.

RECITALS

WHEREAS, the Parties entered into an agreement on April 14, 2017 ("Agreement for Feasibility Study and Schematic Design," which is incorporated herein by reference and made a part hereof) for JEI to determine the feasibility of designing a hanging net sculpture and to develop final schematic design concepts and a cost budget for such a hanging net sculpture that could be installed at the St. Pete Pier™; and

WHEREAS, JEI agrees to design a hanging net sculpture within the “Net Sculpture Cost Budget” (as that term is defined in the Agreement for Feasibility Study and Schematic Design) to be installed by Client’s CM (as defined hereinafter) at the St. Pete Pier™; and

WHEREAS, JEI acknowledges that Client’s Infrastructure Cost Budget (as that term is defined in the Agreement for Feasibility Study and Schematic Design) is $1,330,000, and that this cost is directly related to the design of the Sculpture and infrastructure necessary to support the Sculpture; and

WHEREAS, JEI acknowledges and agrees that JEI’s design of the Sculpture has a direct correlation to the Client’s Infrastructure Cost Budget; and

WHEREAS, the Net Sculpture Cost Budget is $1,468,975; and

WHEREAS, JEI requires Client to enter into its own contracts with third parties performing work for certain portions of the Project, and JEI agrees to provide all artistic information and aesthetic direction and approval necessary for the Project to allow those third parties to perform such services.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into this Agreement as an integral part hereof), the facts, mutual promises and covenants contained herein, and intending to be legally bound, Client and JEI agree as follows:

1. **Term.** (a) This Agreement will be effective as of July ____, 2018 and will terminate when JEI has completed all of JEI’s duties and obligations set forth in this Agreement, unless
terminated earlier under Paragraph 22 (b).

2. **JEI Obligations.** JEI shall create a net sculpture ("Sculpture") for the Project, by providing the following services in accordance with Exhibit A (Services and Delivery of Sculpture), which is attached hereto and incorporated in this Agreement:

   a. design development services (including aesthetic lighting direction) to finalize the initial design work completed by JEI under the Agreement for Feasibility Study and Schematic Design,

   b. providing aesthetic direction to support preparation by Client’s Engineer (as defined hereinafter) of Construction Documents,

   c. reviewing the final construction estimate delivered by Client’s construction manager, Skanska USA Building Inc. ("CM") based on JEI’s design development plans and adjusting the design of the Sculpture as necessary to ensure that the Net Sculpture Cost Budget does not exceed $1,468,975 and that the design of the Sculpture does not cause the Client’s Infrastructure Cost Budget to exceed Client’s Infrastructure Cost Budget of $1,330,000.

   d. fabricating the Sculpture, and

   e. delivering and providing aesthetic direction for the installation of a fabricated Sculpture for installation by CM in accordance with Exhibit A. Sculpture is made completely from fiber and is independent of the attachment hardware and attachments to Client’s architecture; provided, however, that JEI shall provide Client with all necessary artistic information and aesthetic direction and approvals to allow the City to implement the required architecturally embedded attachment points to support the Sculpture.

3. **JEI Warranties.** (a) JEI warrants that the services, duties, and obligations required by this Agreement shall be performed by JEI in a diligent manner. (b) JEI warrants to assist and work with the Engineer who will provide stamped Construction Documents with the Engineer’s engineering design and specifications for the Sculpture to have a useful life of 25 years if maintained in accordance with the Maintenance Plan that will be provided to Client by the Engineer as described hereinafter. (c) JEI warrants that the Sculpture shall be the result of the
artistic efforts of JEI and that the Sculpture shall be unique, an edition of one, and not infringe on any copyright. (d) JEI warrants that she will deliver the Sculpture free and clear of any liens, claims, or other encumbrances of any type arising from acts of JEI or Janet Echelman.

4. **Compensation.** (a) Client shall pay JEI US $1,468,975 (One Million Four Hundred Sixty-Eight Thousand Nine Hundred Seventy-Five Dollars) for the services required by this Agreement in accordance with the payment schedule in the attached Exhibit B (Compensation and Payment), which is attached hereto and incorporated into this Agreement. (b) Client shall retain, or cause to be retained, Arup USA, Inc. ("Engineer") for the Project (Note: the compensation to JEI out of the Net Sculpture Cost Budget has been reduced by the engineering fee of US $30,000 to cover Engineer’s fee for the internal engineering of the Sculpture.).

5. **Payment.** JEI shall submit invoices to Client in accordance with the payment schedule in Exhibit B. Client shall pay JEI within 21 calendar days after Client’s receipt of an invoice. Late payments shall bear interest at the applicable statutory rate, starting 30 days after Client’s receipt of an invoice. JEI may suspend services after thirty days’ written notice to Client if an undisputed payment is late and remains unpaid.

6. **Client Obligations.** (a) Client shall timely provide JEI with all the following information and services for the Project: information about site conditions and any relevant adjacent areas or buildings; the services of a CM to provide all cost estimation services needed for the infrastructure and installation and to construct the infrastructure required to support the Sculpture; hiring of Engineer to provide all engineering services required for the Project; landscape architect services related to the Project; lighting designer services to implement the aesthetic lighting direction by JEI for the Sculpture; and electrical engineering services required (by code or otherwise) for such lighting designer services. JEI shall be entitled to rely on such information and services. (b) Client shall timely arrange for all permits and approvals (by governmental authorities or others) needed for the Project.

7. **Engineer.** The following documents will be prepared by Client’s Engineer for the Project: (a) stamped Construction Documents ("CDs") and specifications for the Sculpture to include the
structural rope and related attachment hardware, and internal engineering of the Sculpture, (b) Stamped CDs and specifications for Client’s pole infrastructure and related attachments, from which the Sculpture will suspend, (c) Maintenance Plan for the Project; JEI shall consult with the Engineer on the Engineer’s preparation and delivery to the Client of the Maintenance Plan.

8. **Lighting Designer.** (a) JEI shall provide sufficient artistic documentation and information regarding the aesthetic design for the lighting to allow Client’s lighting designer/contractor to provide a lighting implementation plan to properly light the Sculpture according to JEI’s aesthetic design. (b) JEI shall review the lighting design deliverables for the Project in order for JEI to confirm that such deliverables meet the aesthetic intent of JEI’s artist design services; JEI’s review and approval rights are for aesthetics only, and shall not be deemed to modify the responsibilities of the Lighting Designer/Contractor or electrical engineer for their services and deliverables. Client shall notify the lighting designer/contractor of the requirement that JEI review and approve the lighting design for the Project.

9. **JEI and Aesthetics.** JEI shall approve (i) the aesthetic aspects of all submittals, work, and services provided by others for the Project that are included in the mutually agreed list noted below in this paragraph and (ii) other such submittals, work, and services that are mutually agreed to by JEI and Client. JEI shall provide written confirmation that the installation correctly expresses the aesthetic intent of JEI’s design for the Sculpture, as articulated by JEI prior to such installation. To facilitate such approvals, within thirty (30) days after the effective date of this Agreement, Client shall provide JEI with a proposed list of submittals for the City to provide to JEI for review and approval throughout the Project, and both JEI and Client shall mutually agree on a final list of submittals. In the event Client believes in good faith after consultation with the Engineer that any additional submittals, work, or services provided by others for the Project may affect the aesthetics of the Project, Client shall timely notify JEI and give JEI the opportunity to review and approve such additional submittals, work, or services. In the event JEI believes in good faith and using reasonable efforts to anticipate and identify submittals, work, and services based on JEI’s scope and experience that might impact aesthetics that any additional submittals, work, or services provided by others for the Project may affect the aesthetics of the Project, JEI shall timely notify Client to request that JEI be given the opportunity to review and approve such
additional submittals, work, or services. If JEI has any objection to the aesthetic aspects of any submittals, work, or services provided by others for the Project that are not presented to JEI in accordance with in this paragraph 9, then JEI shall redesign elements within JEI’s scope to address such objection and propose suggestions that others might take (if any) to address such objection; provided, however, that Client shall not be required to implement such suggestions or to require others to implement such suggestions.

10. **Insurance.** (a) Client shall provide or otherwise arrange for others to provide insurance coverages as Client deems appropriate, which may include self-insurance, for the construction of the Project, including the installation of the Sculpture, and for the long-term post-installation display of the Sculpture and the Project. (b) Client shall require Client’s engineer and CM to provide appropriate insurance related to the Project. (c) JEI shall maintain Commercial General Liability insurance coverage of U.S. $1,000,000 per occurrence and U.S. $2,000,000 in the aggregate and name Client as an additional insured. JEI shall provide Client with a certificate of insurance demonstrating that these coverages and additional insured requirements have been satisfied. Client acknowledges that artist services and sculpture delivery are not covered by professional liability insurance and that JEI does not have such insurance.

11. **Indemnification.** JEI shall defend at its expense, hold harmless and indemnify Client, its officers, employees, agents elected and appointed officials (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), 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, reasonable expenses and reasonable attorneys’ and experts’ fees at trial and on appeal which Claims are alleged or claimed to have arisen out of or in connection with: (a) the performance by JEI or JEI’s employees, agents, representatives, or subcontractors of JEI’s duties and obligations set forth in this Agreement (including any amendments hereto) related to the Project or the Sculpture; or (b) the failure of JEI, its employees, agents, representatives or subcontractors to comply and conform with laws applicable to the services required by this Agreement; or (c) any negligent act or omission of JEI, its employees, agents, representatives, or subcontractors; or (d) any reckless or intentional wrongful act or omission of JEI, its employees, agents, representatives, or subcontractors; or (e)
infringement or alleged infringement of the Project, the Sculpture, the Artwork, or any materials or parts contained in the Sculpture upon any copyright, trademark, patent, or trade secret right of any party. JEI’s defense, hold harmless and indemnification obligations pursuant to this Paragraph 11 shall not exceed the insurance coverage required to be obtained and maintained by JEI pursuant to this Agreement.

12. **Schedule.** JEI shall submit all deliverables and complete all services, including but not limited to delivery, in accordance with the schedule set forth in Exhibit A. JEI understands that Engineer’s completion of CDs for the purpose of fabrication does not assure final permit approval of the Sculpture, and potential adjustments to the final design that are reasonably likely by virtue of permit comments or conditions are included in the fabrication schedule set forth in Exhibit A. Additionally, JEI agrees (i) to make necessary adjustments by JEI to JEI’s design for the Sculpture to accommodate Client’s Infrastructure Cost Budget and (ii) to use good faith efforts to not thereby extend the deadlines for fabrication and delivery; Client acknowledges that JEI is not responsible for design or adjustments by others retained by Client or its consultants or CM related to such Budget and deadlines and potential delays by such others in such design or adjustments. JEI shall not be responsible for delays to its services, including permit and delivery issues, if such delays are due to factors beyond its control.

13. **No Authority; No Employment Relationship.** (a) JEI has no authority to bind, obligate, or contract on behalf of Client, except if and to the extent authorized in writing by Client. Client has no authority to bind, obligate, or contract on behalf of JEI, except if and to the extent authorized in writing by Janet Echelman. (b) All services under this Agreement by JEI shall be as a consultant and independent contractor and not as a Client employee. Nothing herein shall be deemed to create an employer-employee relationship between Client and JEI, including for purposes of any employment-related taxes or any Client-paid benefits.

14. **JEI Manner of Services.** (a) Janet Echelman shall not be required to individually perform all the services required under this Agreement. In her sole discretion, she may assign or JEI may hire others to assist her in performing the services. If JEI hires such assistants, such individuals shall be employees solely of JEI and shall not be employees of Client. (b) JEI's place of work shall be its own office, not Client's workplace. However, if and to the extent Exhibit A requires
JEI to perform services at a particular site of Client, Client shall provide JEI with reasonable access to the site and shall cooperate with JEI regarding timing and other terms for access. (c) Client shall not establish specific hours or days of work for JEI. (d) Client shall not control the manner and method by which JEI renders services. In particular, and by way of example only, JEI shall control the sequence in which various aspects of the services are performed. (e) JEI shall periodically and reasonably inform Client of the status of its services. JEI shall not be required to submit monthly written reports to Client or to attend Client's general employee meetings.

15. **Title and Risk of Loss.** Title to and risk of loss in the Sculpture shall remain with JEI until JEI receives the payment for delivery of the Sculpture in accordance with Exhibit B following JEI’s delivery of the final net Sculpture in accordance with this Agreement.

16. **Confidentiality; Other Services.** JEI shall not use or disclose confidential or proprietary information about Client or its products, services, customers, methods or business that JEI learns or is exposed to while performing services for Client. Nothing in this Agreement shall be construed to prohibit or restrict JEI or Janet Echelman from providing services to any other organization or individual during the term of this Agreement.

17. **Ownership and Intellectual Property Rights.** (a) Client shall own and possess the physical manifestation of the Sculpture produced under this Agreement, with Client’s title of such ownership vesting on the date that JEI receives the payment for delivery of the Sculpture in accordance with Exhibit B (i.e., $43,000). JEI shall execute a written bill of sale (in the form attached hereto as Exhibit C) conveying title of the Sculpture to Client. Client may exercise the rights of ownership over the Sculpture set forth in this Agreement, subject to the limitations set forth in applicable laws and subject to the rights of JEI and Janet Echelman set forth in this Agreement and applicable laws. (b) JEI owns and shall retain: (i) all rights to all artistic designs (including aesthetic lighting design), all artwork, and the Sculpture (including any rendering and/or model) that result from the services under this Agreement and all applicable protections under the Copyright Act of 1976, 17 U.S.C. § 101, et seq., as amended by the Visual Artists Rights Act of 1990 (“VARA”) and any successor Act (such designs, artwork, Sculpture, renderings, and models, collectively, the “Artwork”); (ii) all rights expressly granted in this
Agreement for Delivery of Sculpture
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Agreement; and (iii) any and all other intellectual property rights in the Artwork, whether statutory or common-law, international, federal, state or local, except as specifically set forth herein. Such JEI rights shall survive any termination of this Agreement. (c) Provided that Client complies with all its obligations under this Agreement (including all payments and credits), JEI hereby grants Client a non-exclusive license to display the Sculpture produced under this Agreement, including display on the internet or any social media platform, provided such display of the Sculpture is through (i) photographs and videos of the installed Sculpture, provided they accurately reflect the Sculpture as installed or (ii) images that have the prior written approval of JEI. (d) Except to the extent modifications result from repairing the Sculpture, replacing components of the Sculpture, or removing or relocating the Sculpture in accordance with this Agreement, Client has no right to modify, and shall not modify or allow others to modify, any aspect of the Sculpture, including but not limited to all aspects of the lighting. (e) Client may not use the Sculpture as a logo without a separate agreement with JEI for such use. (f) Except as otherwise set forth in paragraph 21 of this Agreement, Client may not create (or permit others to create) any reproductions of the Sculpture in any format or medium for sale or distribution by Client without a separate agreement with JEI.

18. Alteration or Damage. If any alteration or damage to the Sculpture occurs, (a) Client shall promptly notify JEI and request an opinion regarding and discuss the recommended next steps with JEI, including if JEI believes repair attempts are appropriate; and (b) JEI and Janet Echelman shall each have the right (which may be exercised or not in their respective sole discretions) to disclaim authorship of the Artwork.

19. Repairs and Maintenance. (a) JEI shall consult with the Engineer on the preparation by Engineer and the delivery by Engineer to the Client of a Maintenance Plan for repair, maintenance, or replacement of components of the Sculpture and the Project. (b) Client acknowledges appropriate maintenance of the Sculpture and the Project during its useful life in accordance with the Maintenance Plan is essential to its integrity, and that materials in the Sculpture, as well as the supporting structural rope system and any connecting elements or poles used in the installation, will wear over time. Client shall comply with the Maintenance Plan as long as the Sculpture remains at the installation site during its useful life. (c) Client shall have the
right to determine when and routine maintenance to the Sculpture or Project will be made such as re-installation, refreshing, lighting repairs, replacement of bulbs, or other repairs or modifications, restorations, or component replacements that do not change the appearance of the Sculpture. To the extent practical, Client shall give (i) JEI and the entity with which Client has a direct contract for the work to be provided by Engineer under this Agreement notice of any intended repairs of the Sculpture that will change the appearance of the Sculpture ("Significant Repairs") and (ii) JEI the opportunity to perform or approve all Significant Repairs to the Sculpture; provided, however, that JEI shall not unreasonably withhold approval for any Significant Repairs. If, within ninety (90) days, JEI does not respond to Client’s reasonable attempts to give JEI the opportunity to perform or approve any Significant Repairs to the Sculpture, or if Client determines that JEI has unreasonably failed to approve any Significant Repairs to the Sculpture, Client shall have the right to make such Significant Repairs. To the extent practical, JEI will be given the opportunity to perform or supervise Significant Repairs to the Sculpture and will be paid a reasonable fee for any such services, provided that the Parties agree in writing to such fee prior to commencement of any Significant Repairs to the Sculpture. If no agreement is reached as to the fee for such Significant Repairs, then Client may make Significant Repairs or other arrangements Client deems appropriate. (d) Client will continue to provide funds as Client deems appropriate to maintain the Project and insurance coverage, as Client deems appropriate, which may be through Client’s self-insurance program, for the installed Sculpture. (e) When Client decides major maintenance of the Sculpture is needed, or when JEI or Client believes that replacement of any net elements is needed, or at each 10 (ten) year time period that has passed since the installation, whichever comes first, Client shall contact JEI (or JEI may contact Client) to discuss the timing and the terms, if any, for JEI to be involved in having the Sculpture be refreshed if needed to ensure that the design intent and aesthetic quality of the Sculpture are maintained. (f) Client intends to engage with JEI in good faith for any Significant Repairs to the Sculpture during or after termination of this Agreement. (g) To the extent practical, Client shall also give the entity with which Client has a direct contract for the work to be provided by Engineer under this Agreement notice of any intended repair or removal of the Sculpture or other repairs or removal related to the Project that would impact the Sculpture if such repair or removal might reasonably impact the structural aspects of the Sculpture or otherwise involve structural issues ("Structural Issues").
20. **Removal and Relocation or Destruction.** Client has the right to remove the Sculpture from the installation site in the following events upon at least ninety (90) days' written notice to JEI: (i) the Sculpture deteriorates to the point that it no longer represents the aesthetic intent of JEI or Janet Echelman (as determined by JEI and Client, with neither party to unreasonably delay or withhold its determination), (ii) the Sculpture poses a safety hazard (as reasonably determined by Client after notice under subparagraph 19(g) above regarding Structural Issues, if appropriate, and after consultation with JEI, provided JEI does not unreasonably delay or withhold its opinion), (iii) the Sculpture is no longer suitable for the installation site (as reasonably determined by Client after consultation with JEI, provided JEI does not unreasonably delay or withhold its opinion), (iv) Client modifications to the installation site would require the Sculpture's temporary or permanent removal from the installation site (as reasonably determined by Client after consultation with JEI, provided JEI does not unreasonably delay or withhold its opinion), or (v) the Sculpture has been installed for a period of twenty five (25) years. In Client's written notice to JEI of Client's intention to remove the Sculpture from the installation site, Client shall give JEI the opportunity to advise regarding the optimal method to remove and relocate the Sculpture to the location chosen by Client, or to personally supervise the removal and relocation of the Sculpture to the location chosen by Client. In the event that JEI does not respond to Client's notice within the ninety (90) day period after Client sends the written notice to JEI, or in the event the Parties are unable to reach a mutually agreeable solution as to the removal or relocation of the Sculpture within one hundred twenty (120) days after Client sends the written notice to JEI, Client will have the right to proceed with the removal or relocation of the Sculpture. If Client removes the Sculpture, Client may then relocate the Sculpture to other property of Client that Client deems suitable, store the Sculpture in its entirety in a safe location, or relocate the Sculpture to non-Client-owned property that Client deems suitable. In the event Client determines, after consultation with JEI, that relocation of the Sculpture after its removal is not possible, Client may destroy the Sculpture, provide that Client first gives JEI an additional ninety (90) days' notice of Client's intention to destroy the Sculpture and an opportunity for JEI to have the Sculpture returned to JEI at JEI's expense. Janet Echelman acknowledges and agrees to the process set forth in this paragraph as it modifies her rights under VARA to prevent the distortion, mutilation, modification, or destruction of the Sculpture. Nothing contained in this paragraph shall be construed to waive Janet Echelman's right to disclaim authorship over the
Agreement for Delivery of Sculpture
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Sculpture in the even: of distortion, mutilation, or other modification which would be prejudicial to her honor or reputation.

21. **Credits and Media.** (a) Unless JEI requests Client otherwise in writing, all references by Client (or by others pursuant to agreements with Client) to the Sculpture or any other physical results of the services under this Agreement shall include the following credit: "Janet Echelman, Artist; copyright Janet Echelman, Inc." (b) JEI and Client shall mutually agree on a one or more forms of visual images of the Project, which Client may then use in the approved form without obtaining any further approval by JEI for subsequent uses. (c) When Client plans to issue press releases, launch video or other materials about the Project on its website, prepare brochures, or otherwise create publicity about the Project, Client will make good faith effort to contact JEI by email or any method so that JEI has a reasonable opportunity to offer comments prior to Client’s release or launch. In the event JEI does not respond within five (5) business days, Client shall have the right to issue any press releases, launch video or other materials about the Project on its website, prepare brochures, or otherwise create publicity about the Project as Client deems appropriate.

22. **(a) General; Amendment.** This Agreement constitutes the entire agreement between the Parties, supersedes all prior and contemporaneous agreements or understandings, oral or written, between the parties, and may be modified only by a written amendment signed by both Parties. This Agreement shall be governed by the laws of Florida, and any action arising hereunder shall be brought in Pinellas County, Florida, or, if in Federal Court, the Middle District of Florida, Tampa Division. (b) **Termination.** This Agreement may be terminated at any phase by either party for material breach by the other party effective on 21 calendar days written notice (if the breaching party has not cured the breach by such date). (c) **Extension or Delays.** This Agreement may be extended for any reason if both Parties agree in writing to all terms of an extension. This Agreement shall be extended for a reasonable and equitable period of time due to delays beyond the control of one party. (d) **Disputes.** Client and JEI shall meet within 21 days of a written request for a meeting to try to negotiate a resolution of any dispute under this Agreement. If the parties are unable to resolve the dispute through such meeting and related discussions, they shall, prior to initiating litigation, discuss whether they can agree on terms for a non-binding mediation. (e) **Non-Appropriation.** The obligations of Client as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, Client 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 Client pursuant to this Agreement. (f) **Notices.** Any notice under
this Agreement shall be in writing in English and sent by Federal Express or other confirmed
delivery service to the address below and to the attention of the individual named below. Email
or fax shall not be a sufficient form of notice.

IN WITNESS HEREOF, the Parties have executed this Agreement on the day and year first
above written, intending to be legally bound.

Janet Echelman, Inc.  

____________________
Janet Echelman, President
Janet Echelman, Inc.
Attn: Janet Echelman
64 Coolidge St. Brookline, MA 02446
617-566-0770; artstudio@echelman.com

City of St. Petersburg, Florida

____________________
City Clerk (Designee)
Mayor's Office of Cultural Affairs
P.O. Box 2842, St. Petersburg, FL 33731
(727) 892-5370; lynn.goodwin@stpete.org

Approved as to Form and Content:

____________________
City Attorney (Designee)

Acknowledged and agreed only as to Paragraph 20:

____________________
Janet Echelman

Attached Exhibits A, B, and C

00384716
Exhibit A (Services and Delivery of Sculpture)

to Artist Agreement

JEI will provide the following services and delivery of the Sculpture. JEI shall cooperatively work with and communicate with Client and Client’s CM, design team, engineers, contractors and consultants (“Client Team”) as necessary for the Client Team to design, permit and construct the infrastructure required to support the Sculpture.

GENERAL

1. JEI shall create and deliver to the Client a Sculpture which shall be ready for attachment to the Client’s support infrastructure by Client’s CM.

2. JEI shall provide artistic lighting directions for lighting of the Sculpture to be implemented into the Project by the Client’s lighting designer/contractor.

3. JEI shall consult with the Engineer on the Engineer’s preparation and delivery to the Client of a Maintenance Plan for the Project.

4. The services and compensation therefor include one (1) in-person site visit by JEI during the term of this Agreement. If Client requests additional trips be made by JEI to St. Petersburg, Client will reimburse JEI for airfare, local travel (i.e., a rental car), and lodging and meal costs at the government per diem rate.

5. JEI shall provide aesthetic direction for all aesthetic aspects of the installation and display of the Sculpture, including but not limited to lighting elements. Installation will not be considered complete until JEI has provided written confirmation that the installation correctly expresses the aesthetic intent of JEI’s design for the Sculpture, as articulated by JEI prior to such installation.

DESIGN DEVELOPMENT DELIVERABLES:

6. JEI shall commence design development upon receiving a Notice to Proceed with Design Development from Client. Design Development Deliverables, to be submitted to Client for approval, and to Engineer to produce Construction Drawings, will include:

- “Preliminary Design.” Preliminary layout and design for Client’s Engineer’s use in establishing design loads, commencement of preliminary foundation design, and developing Geotechnical information, Engineer’s use in determining basis of design for foundation and pole support system engineering.

- The design development deliverables will be used to inform the Engineer’s final construction documents which will form the basis of the CM’s estimate and bid pricing. If the estimate for the design and construction of support infrastructure exceeds the City’s infrastructure budget, JEI shall work cooperatively with the City, Engineer and CM to modify the Sculpture as necessary to accommodate the
City’s Infrastructure Cost Budget.

- “Final Location & Site Coordinates.” JEI shall submit final Sculpture height and coordinates for the Client’s use in submitting for FAA approval. This shall include final location, Sculpture height and coordinates for purposes of obtaining FAA approval and any other information in sufficient detail to allow Client to obtain any other permits required to install the Sculpture.

- Concept and aesthetic design for the implementation of the lighting to include:
  - Lighting control programming aesthetic design intent

- 2D documentation, in digital format, to include material size, weight, characteristic, and pattern detail to be used by Engineer for Construction Drawings of sculpture; Submission will include:
  - sections
  - plans
  - elevations
  - descriptions of material and pattern

- 3D digital model of artwork element(s) in digital format suitable for integration into Client’s design team plan, and for Client’s design team’s specification and implementation of architecturally-embedded Attachment Points, including light fixtures.

**FABRICATION, DELIVERY, AND LIGHTING DESIGN:**

7. Once all of the necessary approvals have been obtained by Client, Client will issue JEI a written Notice to Proceed with Fabrication. JEI shall not commence fabrication prior to Client’s approval of Engineer’s CDs and Client’s issuance of a written Notice to Proceed with Fabrication. Upon receipt of a Notice to Proceed with Fabrication from Client, JEI will commence fabrication of the Sculpture to correspond with Engineer’s CDs.

8. JEI will deliver the Sculpture, a fully constructed three-dimensional net sculpture corresponding to the CDs and ready for the CM to install, to the installation site.

9. During installation of the Sculpture, JEI shall provide feedback on aesthetic issues.

10. JEI shall provide final aesthetic direction for all aesthetic aspects of the fabrication and installation of the Sculpture, including but not limited to lighting (color and timing). Installation will not be considered complete until JEI has provided written confirmation that the installation correctly expresses the aesthetic intent of JEI’s design for the Sculpture, as articulated by JEI prior to such installation.

**EXCLUSIONS:** This Agreement does not include JEI providing Client with any of the following:

A. Specification and Implementation of architecturally-embedded Attachment Points.

B. (1) Engineer’s CDs and Maintenance Plan for Sculpture; and (2) Specification and
Implementation of Electrical, Lighting fixtures, and Lighting Control System.
C. Services of a professional Cost Estimator of items outside of JEI Scope.
D. Installation of Sculpture to the architecturally embedded attachment points.
E. Geotechnical and other site information and reports, which are to be provided by Client.

**SCHEDULE:**

<table>
<thead>
<tr>
<th>Deliverable or Service</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. JEI submit Preliminary Design documents to Client</td>
<td>30 days from Notice To Proceed with Design Development</td>
</tr>
<tr>
<td>B. JEI submit Final Location &amp; Site Coordinates to Client</td>
<td>45 days from Notice To Proceed with Design Development</td>
</tr>
<tr>
<td>C. JEI submit Final Design Development documents to Client</td>
<td>90 Days from Notice To Proceed with Design Development</td>
</tr>
<tr>
<td>D. JEI commence fabrication</td>
<td>On or before November 1, 2018, provided Client has given JEI a Notice to Proceed with Fabrication</td>
</tr>
<tr>
<td>E. JEI complete Fabrication and Delivery</td>
<td>On or before July 30, 2019</td>
</tr>
</tbody>
</table>

**Exhibit B (Compensation and Payment)**

**To Artist Agreement**

1. The compensation for the services and delivery of Sculpture set forth in Exhibit A shall be the amount in paragraph 4(a) of the Agreement.

2. Client shall pay JEI the compensation by check or wire payment to JEI’s account (JEI shall provide wiring instructions to Client separately within ten (10) days after the effective date of the Agreement) in accordance with the following payment schedule and with the terms of paragraph 5 of the Agreement.
### Payment Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>On signing of Agreement</td>
<td>US $ 75,000</td>
</tr>
<tr>
<td>On submission of Design Development</td>
<td>US $ 75,000</td>
</tr>
<tr>
<td>On approval of Design Development and commencement of Support to Engineer for CDs</td>
<td>US $ 75,000</td>
</tr>
<tr>
<td>On commencement of Fabrication</td>
<td>US $ 600,000</td>
</tr>
<tr>
<td>On completion of 50% Fabrication</td>
<td>US $ 600,000</td>
</tr>
<tr>
<td>On delivery of Sculpture</td>
<td>US $ 43,000</td>
</tr>
<tr>
<td>On Written Confirmation that Installation of Sculpture meets JEI's aesthetic intent</td>
<td>US $ 975</td>
</tr>
<tr>
<td><strong>Total Fee</strong></td>
<td><strong>US $ 1,468,975</strong></td>
</tr>
</tbody>
</table>

3. Beyond the one (1) site visit included within the Agreement for the above Fee, if Client wants Janet Echelman to attend any additional visits, including an opening ceremony or other events for the Project, Client shall pay the travel (airfare and local), accommodation, and meal costs at the government per diem rate for such visits or shall reimburse JEI for such costs.
EXHIBIT C (Form Bill of Sale)

to Agreement for Design Development and Delivery of Sculpture

KNOW ALL MEN BY THESE PRESENTS that Janet Echelman, Inc., for and in consideration of the sum of One Million Four Hundred Sixty-Eight Thousand Nine Hundred Seventy-Five Dollars ($1,468,975), lawful money of the United States, which amount is payment for artistic services as well as for delivery of and title for a physical sculpture, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art consisting of a fiber rope and twine sculpture installed at the St. Pete Pier™.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, ______________, has hereunto set her hand and seal this ___ day of __________, 201__.

Address:________________________________________

STATE OF ____________  )
COUNTY OF ____________  )

The foregoing instrument was acknowledged before me this ___ day of __________, 201__, by ______________, who is personally known to me or who has produced _____________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign______________________________
Print____________________________
State of__________________________
My Commission No.:________________
My Commission expires:_____________
ST. PETERSBURG CITY COUNCIL

Report

Meeting of July 12, 2018

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

SUBJECT: A Resolution approving the Third Amendment to the Architect/Engineering Agreement dated July 13, 2015, as amended, between the City of St. Petersburg, Florida and Associated Space Design, Inc. ("A/E") in association with Rogers Partners, for A/E to provide additional design and construction administration services for the new St. Pete Pier™ project in an amount not to exceed $297,800; Providing that the total contract amount shall not to exceed of $4,848,600; authorizing the City Attorney’s office to make non-substantive changes to the Third Amendment; authorizing the Mayor or his designee to execute the Third Amendment; 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 the design services, project inspection, testing and contingency for the JEI net-sculpture; approving 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 Visioning Project (11988) (ECID Project No. 09227-019; Oracle Project No. 11988); and providing an effective date.

EXPLANATION: On July 9, 2015, City Council approved an A/E agreement between the City of St. Petersburg and Associated Space Design, Inc. for design and construction administration services related to the new St. Pete Pier™ project in the amount of $4,366,000. The scope of services included planning, programming, design and construction administration services for an approximately $33 million replacement of the Municipal Pier, as part of an overall $46 million budget.

On November 3, 2016, City Council approved the First Amendment to the A/E Agreement for additional design services in the amount of $120,000 required in order to revise the plans for the pier plaza to include the design of a single pavilion shade structure with restrooms and a snack bar, including architecture, landscape architecture, civil engineering, structural, mechanical and electrical engineering services.

On December 7, 2017, City Council approved the Second Amendment to the A/E Agreement in the amount of $64,800 for additional design and construction administration services related to the tenant space modifications, additional structural design services, and coordination of the master stormwater system.

This Third Amendment in the amount of $297,800 provides for additional design and construction administration services required for the following items:

a) Design services for engineering the Janet Echelman Inc. net-sculpture to include structural design of the netting support system including the pylons that support the sculpture, fabrication documents for the structure, an Operations & Maintenance report and construction administration on the sculpture. The primary subcontractor on this will be Arup USA. The fees and costs for such services are $121,000.

b) Design services for the infrastructure and landscape improvements for Spa Beach Park associated with the net sculpture and new shade structure. This includes the structural design of the foundation, electrical design, lighting design, geotechnical testing, civil site design and landscape
design to accommodate new pathways to the sculpture. The fees and costs for such services are $118,000.

c) Design services for the new shade structure that is being funded by funds donated by the American Academy of Dermatology. This includes the architectural and structural services for the design of the shade structure at Spa Beach Park and coordination with the infrastructure improvements for the net-sculpture. The fees and costs for such services are $35,800.

d) Coordination and additional Construction Administration services associated with the new tenant improvements at the Pier Head building. This includes coordinating with the existing Lessee’s Architect on possible modifications to the Pier head shell space to accommodate the new restaurant, café and roof top bar space. The fees and costs for such services are $23,000.

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

| Phase I – Schematic Design (complete) | $ 1,187,000 |
| Phase II – Design Development (complete) | $ 905,000 |
| Phase III – Construction Document (complete) | $ 1,203,000 |
| Phase IV - Construction Administration | $ 821,000 |
| Reimbursable Cost | $ 150,000 |
| Design Contingency | $ 100,000 |

Total Contract Amount $ 4,366,000 (Approved)

Additional Services First Amendment $ 120,000 (Approved)
Additional Services Second Amendment $ 64,800 (Approved)
Additional Services Third Amendment $ 297,800 (New)

Revised Total A/E fees $ 4,848,600

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

The $10 million in Enhancements to the “Municipal Pier Project” and/or “Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District” included several structures, facilities and improvements that were designed to be completed as part of the construction of the new St. Pete Pier™. This includes the infrastructure for the potential net-sculpture proposed by Janet Echelman. The amount allocated from the list of Enhancements was $1,300,000. The amount requested at this time to cover the expense of the design and other non-construction costs is $300,000. The remaining balance of $1,000,000 will be requested once the net sculpture has been designed and a Guaranteed Maximum Price proposal is obtained from Skanska to construct the foundations, structural supports and other infrastructure.

RECOMMENDATION: Administration recommends City Council adopt the attached Resolution approving the Third Amendment to the Architect/Engineering Agreement dated July 13, 2015, as amended, between the City of St. Petersburg, Florida and Associated Space Design, Inc. (“A/E”) in association with Rogers Partners, for A/E to provide additional design and construction administration services for the new
St. Pete Pier™ project in an amount not to exceed $297,800; Providing that the total contract amount shall not to exceed of $4,848,600; authorizing the City Attorney’s office to make non-substantive changes to the Third Amendment; authorizing the Mayor or his designee to execute the Third Amendment; 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 the design services, project inspection, testing and contingency for the JEI net-sculpture; approving 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 Visioning Project (11988) (ECID Project No. 09227-019; Oracle Project No. 11988); and providing an effective date.

COST/FUNDING INFORMATION: Funding for the design services for the new shade structure and coordination and additional construction administration services associated with the new tenant improvements at the Pier Head building have been previously appropriated in the General Capital Improvement Fund (3001) Pier Visioning Project (11988). Funding for design services for engineering the Janet Echelman Inc. net sculpture, design services for the infrastructure and landscape improvements for Spa Beach Park, as well as associated Engineering and Capital Improvement project management costs will be available after approval of the transfer of $300,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) and approval of 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 Visioning Project (11988), (Engineering & CID Project No. 09227-019).

ATTACHMENTS: Resolution

APPROVALS: Administrative

[Signature]

Budget

[Signature]
Resolution No. 2018 -

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 13, 2015, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND ASSOCIATED SPACE DESIGN, INC. ("A/E") IN ASSOCIATION WITH ROGERS PARTNERS, FOR A/E TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW ST. PETER PIER™ PROJECT IN AN AMOUNT NOT TO EXCEED $297,800; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT TO EXCEED OF $4,848,600; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE THIRD AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE THIRD AMENDMENT; 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 THE DESIGN SERVICES, PROJECT INSPECTION, TESTING AND CONTINGENCY FOR THE JEI NET-SCULPTURE; APPROVING 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 VISIONING PROJECT (11988) (ENGINEERING & CID PROJECT NO. 09227-019; ORACLE PROJECT NO. 11988); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 13, 2015, the City of St. Petersburg, Florida ("City") and the Associated Space Design, Inc. ("A/E") in association with Rogers Partners executed an architect/engineering agreement ("Agreement") for A/E to provide design and construction administration services related to the New St. Petersburg Pier project in the amount of $4,366,000; and

WHEREAS, on November 3, 2016, City Council approved the First Amendment and the City and A/E executed the First Amendment for A/E to provide additional services to revise the plans for the "Welcome Plaza" in an amount not to exceed $120,000; and

WHEREAS, on December 14, 2017, City Council approved the Second Amendment and the City and A/E executed the Second Amendment for A/E to provide (i) additional design services related to the titled lawn and Education Center, (ii) additional construction administration services related to the marine structural engineering of the concrete deck rebar placement and pouring of deck, (iii) coordination of the stormwater system with the Pier Approach, and (iv) federal permit compliance regulations in an amount not to exceed $64,800; and

WHEREAS, the City and A/E desire to amend the Agreement for a third time for A/E to provide (i) design services for engineering the Janet Echelman Inc. net-sculpture, (ii) design services for the infrastructure and landscape improvements for Spa Beach Park, (iii) design services for the new shade structure, and (iv) coordination and additional construction administration services associated with the new tenant improvements at the Pier Head building in an amount not to exceed $297,800.

WHEREAS, Administration recommends approval of the Third Amendment for A/E to provide additional design and construction administration services for the new St. Pete Pier™ Project in an amount not to exceed $297,800.
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Third Amendment to the Architect/Engineering Agreement dated July 13, 2015, as amended, between the City of St. Petersburg, Florida and Associated Space Design, Inc. ("A/E") in association with Rogers Partners, for A/E to provide additional design and construction administration services for the new St. Pete Pier™ Project in an amount not to exceed $297,800 is hereby approved.

BE IT FURTHER RESOLVED providing that the total contract amount shall not to exceed of $4,848,600.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Third Amendment.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer from the unencumbered balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001):

Downtown Redevelopment District Fund (1105)  General Capital Improvement Fund (3001)  $300,000

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

General Capital Improvement Fund (3001)  The Pier Visioning Project (11988)  $300,000

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)

Budget

Administration

Final 384578
THIRD AMENDMENT

THIS THIRD AMENDMENT ("Second Amendment") is made and entered into on the ____ day of July, 2018, by and between Associated Space Design, Inc. ("A/E") and the City of St. Petersburg, Florida ("City") (collectively, "Parties").

RECITALS

WHEREAS, on July 13, 2015, the City and the A/E executed an architect/engineering agreement for A/E to provide design and construction administration services related to the New St. Petersburg Pier project; and

WHEREAS, on November 3, 2016, City and A/E executed the First Amendment for A/E to provide additional design services to revise the plans for the "Welcome Plaza" in an amount not to exceed $120,000; and

WHEREAS, on December 14, 2017, the City and A/E executed the Second Amendment for A/E to provide (i) additional design services related to the titled lawn and Education Center, (ii) additional construction administration services related to the marine structural engineering of the concrete deck rebar placement and pouring of deck, (iii) coordination of the stormwater system with the Pier Approach, and (iv) federal permit compliance regulations in an amount not to exceed $64,800; and

WHEREAS, the architect/engineering agreement dated July 13, 2015, as amended by the First Amendment and Second Amended shall collectively be referred to as the "Agreement"; and

WHEREAS, the City and A/E desire to amend the Agreement for a third time for A/E to provide (i) design services for engineering the Janet Echelman Inc. net-sculpture, (ii) design services for the infrastructure and landscape improvements for Spa Beach Park, (iii) design services for the new shade structure, and (iv) coordination and additional construction administration services associated with the new tenant improvements at the Pier Head building in an amount not to exceed $297,800.

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

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

6.1 Provided that the A/E faithfully performs its obligations contained in this Agreement and subject to other terms and conditions of this Agreement, the City hereby agrees to pay the A/E the fees and costs set forth in 2018 Revised Amended Appendix B, provided, however that the total amount of fees and costs paid to the A/E by the City for providing the Scope of Services and Deliverables required by this Agreement shall not exceed four million eight hundred forty-eight thousand six hundred dollars ($4,848,600) ("Total Compensation"). The Total Compensation shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and
documents required by this Agreement.

2. Section 24.0 of the Agreement is hereby amended to read as follows:

Section 24.0 – Prohibition Against Contracting with Scrutinized Companies

24.1 A/E hereby makes all certifications required under Florida Statute section 287.135, and the City may terminate this Agreement as provided in Florida Statute section 287.135.

3. Attachment 3 to Appendix A, which is attached hereto, is hereby attached to Appendix A and made a part thereof.

4. Revised Amended Appendix B is hereby deleted and replaced with 2018 Revised Amended Appendix B, which is attached hereto and made a part hereof by reference. All references in the Agreement to Revised Amended Appendix B shall mean 2018 Revised Amended Appendix B.

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

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

ASSOCIATED SPACE DESIGN, INC.  WITNESSES

Sign:__________________________  Sign:__________________________
Print:__________________________  Print:__________________________
Title:__________________________

CITY OF ST. PETERSBURG, FLORIDA

Sign:__________________________  Sign:__________________________
Print:__________________________  Print:__________________________
Title:__________________________

ATTEST

________________________________________
City Clerk

__________________________
Approved by the City’s Project Manager

__________________________  (SEAL)
Approved as to Content and Form

__________________________
City Attorney (Designee)
ATTACHMENT 3
TO APPENDIX A
SCOPE OF SERVICES

General Description – Additional Services:

In addition to the services, activities, Deliverables and responsibilities set forth in Appendix A, as well as the Attachment 1 and Attachment 2 to Appendix A, the A/E shall provide additional design services as follows: a) structural design of the Janet Echelman net sculpture, development of fabrication drawings for the sculpture, Operations and Maintenance manual and construction administration services for the sculpture; b) design of the infrastructure for the net sculpture including foundation, electrical, civil, geotechnical and plumbing. The design of the infrastructure also includes the design of landscape improvements to Spa Beach Park including new pathways, lighting; c) design of a new shade structure serving Spa beach along with up to two separate locations to be determined by the City. This includes architectural, structural, electrical, landscape and civil services; d) coordination and additional construction administration services associated with the needs of the future tenant at the Pier Head building as well as the services related to repairs to existing Pile No. 140.

Design and Construction Administration Services:

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

The A/E shall prepare revised Construction Documents for the various elements described above for the City's approval and the Construction Manager's use once approved by the City. Such Construction Documents may include but not be limited, to site plans, floor plans, elevations sections and other documents which fix and describe the size and character of the revised area as to architectural, civil, landscape, marine, structural, mechanical, and electrical systems, geotechnical analysis, survey data, materials and other essential elements as may be requested by
the City and mutually agreed upon by the Parties in writing.

Design and Construction Administration Phase Deliverables

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

- Geotechnical Reports, Construction documents, design sketches, outline specifications, modifications to existing plans and specifications for Pier Head as required, Operation and Maintenance manual and structural inspection reports
The A/E fees and costs shall be as shown below:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 - Schematic Design (completed)</td>
<td>$ 1,187,000</td>
</tr>
<tr>
<td>Phase 2 - Design Development (completed)</td>
<td>$ 905,000</td>
</tr>
<tr>
<td>Phase 3 - Construction Documents (completed)</td>
<td>$ 1,203,000</td>
</tr>
<tr>
<td>Phase 4 - Construction Administration</td>
<td>$ 821,000</td>
</tr>
<tr>
<td>Reimbursable/Contingency Expense Allowance</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Subtotal A/E Fees</td>
<td>$ 4,366,000</td>
</tr>
<tr>
<td>First Amendment Additional Services</td>
<td>$ 120,000</td>
</tr>
<tr>
<td>Second Amendment Additional Services</td>
<td>$ 64,800</td>
</tr>
<tr>
<td>Third Amendment Additional Services</td>
<td>$ 297,800</td>
</tr>
</tbody>
</table>

Revised Total A/E Fees $ 4,848,600
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of July 12, 2018

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

Subject: Approving the purchase of two vacuum tanker trucks from Environmental Products Group, Inc. for the Fleet Management Department, at a total cost of $654,070.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 122017-FSC. The vendor will furnish and deliver two vacuum tanker trucks. These vehicles will be assigned to the Water Resources Department. They will be used for water pipe maintenance, vacuum debris removal.

The vendor will provide one Vactor 2100i with a 16" vacuum and 10-yard debris combo, with a 2018 Freightliner single axle chassis 114SD SFA, and one Vactor HXX Prodigy with 16" vacuum and 600-gallon tank, with a 2019 Kenworth tandem axle chassis T370 SBA. The vehicles have life expectancies of 10-12 years. One unit will replace a 12-year-old unit that has reached the end of its economic useful life. The old vehicle will be sold at public auction. The additional vacuum truck will be used by Water Resources to expand service capacity for sewer pipe maintenance and vacuum debris removal.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 122017-FSC:

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Products Group, Inc. (Apopka)</td>
<td>Vactor 2100i PD</td>
<td>16&quot; vacuum, 10-yard debris combo</td>
<td>1</td>
<td>$343,010</td>
<td>$343,010</td>
</tr>
<tr>
<td></td>
<td>Vactor HXX Prodigy PD</td>
<td>16&quot; vacuum, nine-yard debris with 600-gallon tank</td>
<td>1</td>
<td>$311,060</td>
<td>$311,060</td>
</tr>
</tbody>
</table>

$654,070

This vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 122017-FSC, effective through February 20, 2022. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or a consortium.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Water Reclamation Administration Division (420-2165) and Equipment Replacement Fund (5002), Fleet Maintenance Fleet Mechanical Costs Division (800-2527).

Attachments: Price History
Resolution

Approvals:

Administrative

Budget
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>2013</th>
<th>2017</th>
<th>2018</th>
<th>+/-</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>*Vactor 2100i PD, 16&quot; vacuum, 10-yard debris combo</td>
<td>$314,814</td>
<td>$385,106</td>
<td>$343,010.00</td>
<td>(12%)</td>
</tr>
<tr>
<td>2</td>
<td>Vector HXX Prodigy PD, 16&quot; vacuum, nine-yard debris with 600-gallon tank</td>
<td>$311,060.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note, the Vactor 2100i PD this year has multiple deleted options, creating the reduction in price. This unit will be used at the Water Maintenance plants, and they do not require the same options that the Vactors used within our Waste Water division.
A RESOLUTION APPROVING THE PURCHASE OF TWO VACUUM TANKER TRUCKS FROM ENVIRONMENTAL PRODUCTS GROUP, INC, AT A TOTAL COST NOT TO EXCEED $654,070; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase two (2) new vacuum tanker trucks for use by the Water Resources Department; and

WHEREAS, Environmental Products Group, Inc. has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 122017-FSC; 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 two vacuum tanker trucks from Environmental Products Group, Inc. at a total cost not to exceed $654,070 is hereby approved and the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
00383511
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of July 12th, 2018

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-04-LWES/STB (“Task Order”), as amended and revised, to the architect/engineering agreement dated July 14, 2016 between the City of St. Petersburg, Florida and Land & Water Engineering Science, Inc. (“A/E”) for A/E to provide additional engineering services for the Southwest Water Reclamation Facility (“SWWRF”) Stormwater and Site Improvements project in an amount not to exceed $165,559.34; providing that the total Task Order, as amended and revised, shall not exceed $323,309.68 (ECID Project No. 17071-111; Oracle No. 15999); and providing an effective date.

EXPLANATION: The SWWRF site is currently under construction with operational and capacity improvements which are now extending to include on-site stormwater facilities and off-site construction relating to stormwater resiliency and conveyance. As part of these upgrades the City has worked with adjacent property owners to come to an agreement which provides for additional protection from storm events and meets the requirements of the facility. Work under this Task Order relates to the design of adequate treatment and re-routing stormwater flows off-site from the west to the east, expanding an existing easement, and ultimately discharging into Frenchman’s Creek (the same body of water stormwater currently discharges to).

On July 14, 2016, the City Council approved an architect/engineering Agreement with the professional consulting firm of Land & Water Engineering Science, Inc. (“A/E”) for engineering services related to Stormwater Management, Transportation and Bridge Improvement Projects.

On March 16, 2017 City Council approved Task Order No. 16-04-LWES/STB in the amount of $94,445.00, which included developing a hydrologic model of the basins, final plans, and specifications for developing a stormwater design along the southern portion of the SWWRF that will allow stormwater to discharge to the east, instead of through the west, and finally discharge into Frenchman’s Creek. This design involved stormwater flows to be directed to the pond to the east of the SWWRF and then discharge to Frenchman’s Creek. The work also included survey work and subsurface utility exploration, design of an earthen hydrostatic berm, ornamental landscaping, and a concrete wall to further shield stormwater and views of the SWWRF from the south and west. This approval included $10,000 in Owner allowance.

On June 15, 2017, City Council approved the second amendment to the Construction Manager Contract with The Haskell Company, Construction Manager of City Project No. 16109-111 – SWWRF Capacity Upgrades. As part of this amendment, $135,979.00 was included in a partial control estimate for the construction services for Haskell to construct a temporary wall barrier to limit any water overflow onto Eckerd College’s property, until such time a permanent hydrostatic barrier is installed.

On March 1, 2018, City Council approved a fifth amendment to the Construction Manager Contract with the Haskell Company. As part of this amendment, $1,344,941.00 was included in a partial control estimate for the construction services for Haskell to conduct demolition of existing stormwater pipe and structures, excavation and grading of stormwater ponds, the installation of stormwater pipe and structures, and construction of various control structures, outfalls and headwalls.
On March 15, 2018, City Council approved Amendment No. 1 to Task Order No. 16-04-LWES/STB in the amount of $63,804.86 to provide funding for the expansion of scope required due to site alterations, updating of the drainage report and Environmental Review Permit, and the design of modified control structures at Eckerd’s pond outfall. This approval included $25,000 in Owner allowance. Also included was a statement that the total Task Order as amended shall not exceed $157,750.34. Therefore, correcting the scribner’s error, the revised approval is $63,305.34.

On June 15, 2018, ECID Administratively approved Revision No. 1 to Amendment No. 1 to Task Order No. 16-04-LWES/STB in the amount of $34,500, authorized the A/E to update the site plan following comments and requests by the City and Eckerd College (adjacent property owner), and to evaluate alternative alignment and outfall not utilizing the Eckerd College stormwater facility. This amount was authorized from the allowance available from the combined totals of the initial Task Order and Amendment No. 1.

Amendment No. 2 to Task Order No. 16-04-LWES/STB in the amount of $165,559.34 will provide funding for the expansion of scope required due for stormwater conveyance through an alternative alignment, site survey, updating of the drainage report and environmental review permit, construction services of the revised outfall routing, and the design of alternate pipe routing and outfall structure. This approval includes an allowance for $30,000.

Task Order No. 16-04-LWES/STB includes the following phases and associated costs respectively:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-04-LWES/STB Hydrological Modeling, Plans and Specifications</td>
<td>$84,445.00</td>
<td>(Approved)</td>
</tr>
<tr>
<td>Allowance</td>
<td>$10,000.00</td>
<td>(Approved)</td>
</tr>
<tr>
<td>Amendment No. 1 Scope revisions due to site alterations,</td>
<td>$38,804.86</td>
<td>(Approved)</td>
</tr>
<tr>
<td>updating drainage report and final permitting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task Order Reduction</td>
<td>$499.52</td>
<td>(Scribner’s error)</td>
</tr>
<tr>
<td>Allowance</td>
<td>$25,000.00</td>
<td>(Approved)</td>
</tr>
<tr>
<td>Revision No. 1 Site Plan revisions for alternate outfall</td>
<td>$34,500.00</td>
<td></td>
</tr>
<tr>
<td>conditions (Authorized from Allowance)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amendment No. 2 Bidding Phase Services</td>
<td>$135,559.34</td>
<td>(New)</td>
</tr>
<tr>
<td>Allowance</td>
<td>$30,000.00</td>
<td>(New)</td>
</tr>
<tr>
<td>Contract Administration/ Inspection/Misc</td>
<td>$147,000.00</td>
<td></td>
</tr>
<tr>
<td>Consultant Total</td>
<td>$292,809.68</td>
<td></td>
</tr>
<tr>
<td>Remaining Allowance Total</td>
<td>$30,500.00</td>
<td></td>
</tr>
<tr>
<td>Contract Administration/ Inspection/Misc Total</td>
<td>$147,000.00</td>
<td></td>
</tr>
<tr>
<td>Separate Contract Contractor Total</td>
<td>$1,480,920.00</td>
<td></td>
</tr>
<tr>
<td>Project Total</td>
<td>$1,951,229.68</td>
<td></td>
</tr>
</tbody>
</table>
Contractor costs for the improvements of the revised outfall will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-04-LWES/STB ("Task Order"), as amended and revised, to the architect/engineering agreement dated July 14, 2016 between the City of St. Petersburg, Florida and Land & Water Engineering Science, Inc. ("A/E") for A/E to provide additional engineering services for the Southwest Water Reclamation Facility (SWWRF) Stormwater and Site Improvements project in an amount not to exceed $165,559.34; providing that the total Task Order, as amended and revised, shall not exceed $323,309.68 (ECID Project No. 17071-111; Oracle No. 15999).

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF SW Storm & Site Imp FY17 Project (15999).

ATTACHMENTS: Resolution
               Amendment No. 2 to Task Order No. 16-04-LWES/STB

APPROVALS: Administrative  Budget
RESOLUTION 2018-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 16-04-LWES/STB ("TASK ORDER"), AS AMENDED AND REVISED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 19, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND LAND & WATER ENGINEERING SCIENCE, INC. ("A/E") FOR A/E TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE SOUTHWEST WATER RECLAMATION FACILITY ("SWWRF") STORMWATER AND SITE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $165,559.34; PROVIDING THAT THE TOTAL TASK ORDER AS AMENDED AND REVISED SHALL NOT EXCEED $323,309.68 (ENGINEERING PROJECT NO. 17071-111; ORACLE NO. 15999); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida ("City") and Land & Water Engineering Science, Inc. ("A/E"), entered into an architect/engineering agreement on July 19, 2016 for A/E to provide miscellaneous professional services for Stormwater Management, Roadway and Bridge Improvement Projects; and

WHEREAS, on March 16, 2017, City Council approved Task Order No. 16-04-LWES/STB ("Task Order") in an amount not to exceed $84,445.48, with a $10,000 allowance, for A/E to provide development of a hydrologic model of the basins, final plans, and specifications for developing a stormwater design along the southern portion of the SWWRF, survey work and subsurface utility exploration, design of an earthen berm, ornamental landscaping, and a concrete wall to further shield stormwater and views of the SWWRF from the south and west; and

WHEREAS, on March 15, 2018, City Council approved Amendment No. 1 to Task Order in an amount not to exceed $38,804.86, with a $25,000 allowance, for A/E to provide funding for the expansion of scope required due to site alterations, updating of the drainage report and Environmental Review Permit, and the design of modified control structures at Eckerd’s pond outfall; and

WHEREAS, on June 15, 2018, Administration authorized Revision No. 1 to Task Order in an amount not to exceed $34,500 from the above referenced allowances, for A/E to provide funding for the expansion of scope required due to stormwater routing alterations, updating of the drainage report and Environmental Review Permit, construction services of the revised outfall routing, and the design of alternate pipe routing and outfall structure, which does not utilize Eckerd College’s existing stormwater facilities; and

WHEREAS, this Task Order was reduced in the amount of $499.52 for a corrected aggregate amount; and
WHEREAS, Administration desires to issue Amendment No. 2 to Task Order (as amended and revised) for A/E to provide funding for the expansion of scope required due to stormwater routing alterations, updating of the drainage report and Environmental Review Permit, construction services of the revised outfall routing, and the design of alternate pipe routing and outfall structure, which does not utilize Eckerd College’s existing stormwater facilities, in an amount not to exceed $165,559.34, which includes a $30,000 allowance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 2 to Task Order No. 16-04-LWES/STB (“Task Order”), as amended and revised, to the architect/engineering agreement dated July 19, 2016 between the City of St. Petersburg, Florida and Land & Water Engineering Science, Inc. (“A/E”) for A/E to provide additional engineering services for the Southwest Water Reclamation Facility (“SWWRF”) Stormwater and Site Improvements Project in an amount not to exceed $165,559.34.

BE IT FURTHER RESOLVED that the total Task Order, as amended and revised, shall not exceed $323,309.68

This resolution shall become effective immediately upon its adoption.

Approved by: 

[Signature]
Legal Department
By: (City Attorney or Designee)
00384696

Approved by: 

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

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

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

RE: Consultant Selection Information
        Firm: Land & Water Engineering Science, Inc.
        Task Order No. 16-04-LWES/STB in the amount of $323,309.68

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

1. Summary of Reasons for Selection

   The project involves a progression from the preliminary modeling DRC review phase to include detailed design and permitting of the stormwater improvements to the Southwest Water Reclamation Facility ("SWWRF").

   Land & Water Engineering Science, Inc. ("A/E") has satisfactorily completed the preliminary services for the Development Review Commission (DRC) review and approval for improvements to the SWWRF, including initial modeling of the required stormwater improvements to the SWWRF.

   A/E has completed the preliminary work and is familiar with the DRC improvement requirements to the SWWRF. This work is a continuation of the preliminary work performed.

   A/E has extensive experience in hydraulic modeling, stormwater design and permitting and has satisfactorily performed previous work similar in nature.

   A/E was included in previous A/E Annual Master Agreements and is also included in the current list of A/E Annual Master Agreements.

   A/E has successfully completed this type of work under pervious A/E Annual Master Agreements in 2012.

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

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

**Transaction Report**

for

**Land & Water Engineering Science, Inc.**

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

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

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This Amendment No. 2 to Task Order No. 16-04-LWES/STB is made and entered into this _____ day of ______________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR "STORMWATER MANAGEMENT, TRANSPORTATION AND BRIDGE IMPROVEMENT PROJECTS dated July 19, 2016 ("Agreement") between Land & Water Engineering Science, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

As part of the Southwest Water Reclamation Facility (SWWRF) improvements plan to expand capacity and to modify existing drainage outfall; A/E finalized the design of the site improvements, drainage conditions, and the stormwater treatment and attenuation capacity required for the improvements.

The SWWRF site is currently under construction and soon improvements will extend to include stormwater facilities and offsite construction. Amendment No. 1 to the Task Order authorized the A/E to revise the stormwater design and permit documents to comply with the future site. The scope included requirements such as, updating field survey, subsurface utility investigation, revisions to the site plan and drainage report, and support for the application process to revise the Conceptual Environmental Resource Permit for Eckerd College.

Revision No. 1 to Amendment No. 1, authorized the A/E to update the site plan following comments and requests by the City and Eckerd College (adjacent property owner), and to evaluate alternative outfall conditions.

For this Amendment No. 2, A/E will support the City with three (3) key project elements:

- Revision to drainage conditions as per the evaluated alternative outfall under Revision No. 1 to Amendment No. 1 and located east of the East Pond and Frenchman’s Creek, as a result of further comments and requests by Eckerd College.
- Preparation of design documents and specifications for the alternative outfall and coordination with the City and Eckerd.
- Continued engineering support for construction engineering and inspections, including support services for the outfall pipe.

II. SCOPE OF SERVICES

Task 1: Project Coordination & Management (Revised)
A/E will coordinate the project with the City to address one (1) round of comments from Eckerd College for the proposed design. In addition, coordination may include additional clarifications and request for information based on the scope described below. A/E will also attend up to one (1) coordination meeting with City and College Consultant, if required.

Task 2: Final Design Documents (Revised)
A/E shall update the construction drawings to include the stormwater outfall design pipe extending +/- 1,550 LF to the Frenchmen's Creek, in a stormwater easement over Eckerd College lands, the specifics of which are still being negotiated. The proposed design shall avoid or minimize conflicts with the existing force mains and environmental impacts to Frenchmen's Creek. Subsurface utility investigation needs for the existing force mains shall be identified by A/E and conducted by others. Environmental assessment, and addressing biological conditions during permitting, if required shall also be addressed by others. A/E’s responsibility is to develop a set of construction documents and final specifications to include the following:

- Horizontal Control for the proposed alignment
- Plan/Profile of the proposed improvements (1,550 LF of 36-inch or 42-inch pipe)
- Utility relocation and adjustment plan and details
- Cross sections at 50 Foot intervals
- Headwall elevation, sectional views, and structural details
- Best Management Practices and Erosion Control Plan
- Environmental Considerations
- MOT Plan along Avenue of the States

Note: Surveying services, environmental assessments, and any other activity not addressed in this Task Order shall be performed by others, if required.

Task 6: Updating Site Plan and Drainage Report (Revised)
A/E will update the Drainage Report to include the evaluation of the revised outfall to Frenchman’s Creek. Updated report will assess the revised flood stage elevation and define the required capacity of the 1,500 LF + outfall pipe. The revised drainage calculations will eliminate the 10-year attenuation requirements for the project, since it will discharge directly to Frenchman’s Creek, in a stormwater easement over Eckerd College lands, the specifics of which are still being negotiated.

Task 10: Review Contractor RFI’s and Shop Drawings
A/E to review and address Contractor RFI’s and shop drawings for construction support services. Due to budget limitations, review of such RFI’s are limited to three (3) requests, and shop drawings associated with structures and pipes associated with the pond. Rejected shop drawing will be reviewed for a second time, a third review is not included in this scope. Shop drawings reviews for remaining structures and other construction support services will be provided under a separate Task Order. This scope expands existing review for civil activities conducted on-site at SWWRF and includes additional reviews for the proposed outfall designed under Task 2 above.
Task 11: Site Observation & Meetings
A/E will attend conduct up to eight (8) site visits during project construction and subsequent to the contractor's mobilization, for the purpose of making site observations and answering questions by construction supervisor. A/E will promptly notify client in writing of any discrepancies or deviations from the approved plans or environmental permits for the project noted from the site visits. During these site visits, A/E will provide any needed clarifications to the contract documents, review schedule, and performance metrics with contractor.

Task 12: Drawing Corrections & Revisions
A/E will conduct revisions to the construction plans as requested by the City, for conflicts that may arise during construction. Revisions may be noted as field modifications for final record drawings or direction for Contractor.

Task 13: Final Acceptance Inspection/Record Drawings
A/E will conduct one (1) final inspection with the City and the Contractor for final acceptance and develop Record Drawings of the project based upon contractor submitted as-built surveyed information certified by a licensed surveyor of the conformed Contract Documents. A/E will provide the City with Record Drawings in PDF format. A/E will certify the record drawings and submit the required documents to Southwest Florida Water Management District and Florida Department of Environmental Protection.

Task 14: Evaluation of Alternative Solutions
A/E may conduct additional evaluation of alternative solutions, per direction received by the City. These evaluation may include limited coordination with third parties and drainage conditions assessment. It does not include basin wide drainage analysis and subsequent drainage reports.

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed. Services to be rendered during construction shall meet construction schedule. Revised design documents shall be completed within 90 days from receipt of survey map. Permitting may extend final issuance of design documents to 150 days from NTP.

IV. A/E’S RESPONSIBILITIES

A/E shall perform services outlined in Section II. Scope of Services.

V. CITY’S RESPONSIBILITIES

- Survey
- Subsurface utility information
- Environmental assessment, if needed
VI. **DELIVERABLES**

- Shop drawing reviews
- Response to RAIs
- Final Certification

VII. **A/E'S COMPENSATION**

The A/E was authorized the lump sum amount of 74,945.48 under the original Task Order for Tasks 1 through 3. A separate Allowance of $10,000.00 was approved by Council but not authorized. The total for Tasks 1 through 3, including Allowance was $84,945.48. (On March 16, 2017, Council approved this initial Task Order in the amount of $94,445.00, a difference of $9,500.00. This $9,500.00 amount was not requested by the consultant, nor authorized.)

Amendment No. 1 authorized the A/E the lump sum amount of $39,253.66 for Tasks 4 through 8 and the not-to-exceed amount of $9,051.20 for Task 9. A separate Allowance of $25,000 was approved by Council but not authorized. (The total amount for Amendment No. 1 including Allowance was $73,304.86. On March 15, 2018, Council approved Amendment No. 1 in the amount of $63,804.86, a difference of $9,500.00, to correct and make use of the initial overage.)

Council's approval on March 15, 2018 also provided that the initial Task Order including Amendment No. 1 should not exceed the amount of $157,750.34. This amount was incorrect. To date, the A/E has been authorized a total amount of $123,250.34. The difference between this amount and Council's total amount approved is $34,500.00. The total Allowance not authorized is revised from $35,000.00 to $34,500.00 to resolve this discrepancy.

Revision No. 1 to Amendment No. 1 authorized the A/E the lump sum amount of $34,500.00 from the Allowance for revised Task 2.

For this Amendment No. 2, the City shall compensate the A/E the lump sum amount of $134,259.34 for revised Tasks 1, 2 and 6 and new Tasks 10 through 14 and the not-to-exceed amount of $1,300.00 for related expenses.

Amendment No. 2 to the Task Order establishes an Allowance of $30,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Amendment No. 2 to the Task Order.

The total for Amendment No. 2 including Allowance is $165,559.34, per Appendix A.
The total Task Order amount including Amendment No. 1, Revision No. 1 to Amendment No. 1, and Amendment No. 2 shall not exceed $323,309.68.

VIII. PROJECT TEAM

Land & Water Engineering Science, Inc.

Subconsultant – N/A

IX. MISCELLANOUS

In the event of a conflict between this Amendment 2 to the Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 2 to the Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: ____________________________
    Chandrakasa Srinivasu
    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)

Land & Water Engineering Science, Inc.
(Company Name)

By: ____________________________
    (Signature)

Dikran Kalaydjian, P.E., President
(Printed Name and Title)

Date: __________________________

WITNESSES:

By: ____________________________
    (Signature)

Gordon Linternuth
(Printed Name)

By: ____________________________
    (Signature)

Kimberly S. Kalaydjian
(Printed Name)
### I. Manpower Estimate: All Tasks

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**TASK**

1. **Project Coordination & Management (Revised)**
   - Hours: 38
   - Labor Cost: $70

2. **Final Design Documents (Revised)**
   - Hours: 36
   - Labor Cost: $440

6. **Updating Site Plan and Drainage Report (Revised)**
   - Hours: 80
   - Labor Cost: $15,908.68

10. **Review Contractor RFIs & Shop Drawings**
    - Hours: 32
    - Labor Cost: $10,863.64

11. **Site Observation & Meetings**
    - Hours: 32
    - Labor Cost: $8,919.36

12. **Drawing Corrections & Revisions**
    - Hours: 6
    - Labor Cost: $5,652.62

13. **Final Acceptance Inspection/Record Drawings**
    - Hours: 12
    - Labor Cost: $7,019.30

14. **Evaluation of Alternative Solutions**
    - Hours: 72
    - Labor Cost: $26,662.36

**Totals**: 284 hours, $134,219.34

### II. Fee Calculation

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### III. Fee Limit
- Cost: $135,519.34
- Allowance: $30,000.00
- Total: $165,519.34

### IV. Notes:
1. Rate is overhead + profit (per contract).
2. Includes expenses for Reproduction and Transportation.
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City’s written authorization.
ST. PETERSBURG CITY COUNCIL
Meeting of July 12, 2018

TO

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

SUBJECT

A Resolution by City Council approving the First Amendment to the Amended and Restated Intown Redevelopment Plan (IRP) Interlocal Agreement.

RECOMMENDATION

Administration recommends City Council approve the attached Resolution.

OVERVIEW

The proposed First Amendment (First Amendment) to the Amended and Restated IRP Interlocal agreement will involve two major changes. First, it will reduce City and County annual contributions to the Intown Redevelopment Trust Fund for the duration of the Plan. If the amendments are approved by City Council and the Board of County Commissioners before September 2018 then the City will realize an immediate reduction in its TIF contribution of approximately $2-million — savings that will be returned to the General Fund in FY2019.

The reductions will be made in two phases. Beginning in FY2019, the County’s contribution to the Fund will be reduced from 85 percent to 75 percent, while the City’s contribution will be reduced from 95 percent to 75 percent. Beginning in FY2023, both the County’s and City’s contribution to the Fund will be further reduced from 75 percent to 50 percent.

The First Amendment will also increase by $115 million - from $117,354 million to $232,354 million – the public improvements in the IRP redevelopment program that can be funded by tax increment financing. The $115 million is allocated in the following manner which is reflected in the Revised Table 2 attached to the Interlocal Agreement:

- Investing up to $35 million in TIF funding for projects east of 8th Street for
  - waterfront infrastructure related to resiliency and adaptation measures such as seawalls and marina improvements;
  - transit infrastructure projects; and
  - parking improvements (City TIF only).

- Investing up to $5 million in City and County TIF contributions to rehabilitate historic properties east of 8th Street. “Historic” properties are defined as those listed individually on the Local Register of Historic Places or National Register of Historic Places, or contributing structures in Local or National Register districts;
• Investing no less than $75 million in TIF funding for redevelopment infrastructure improvements west of 8th Street related to the redevelopment of Tropicana Field. These improvements could include

  - brownfield mitigation and remediation to enable redevelopment;
  - public open space amenities on the site including improvements that support the reactivation of Booker Creek;
  - streetscape improvements providing rights-of-way such as alleys, sidewalks, pedestrian facilities and streets that assist in reestablishing the grid network on Tropicana Field and connect it with surrounding neighborhoods;
  - transit infrastructure and improvements; and
  - parking improvements.

Finally, the First Amendment will delete projects in Revised Table 2 of the IRP redevelopment program that will not be funded with tax increment financing. These include utility improvements, signage, bicycle trails and city marina improvements.

RECOMMENDATION

Administration recommends City Council approve the attached Resolution.

Attachment: Resolution with Interlocal Agreement
NO. 2018 - ___

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLA COUNTY, FLORIDA FOR THE COMMITMENT OF TAX INCREMENT REVENUES IN THE INTOWN REDEVELOPMENT AREA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1981 and 1982 both the City of St. Petersburg, Florida ("City") and the Pinellas County, Florida ("County") approved certain resolutions and ordinances creating the Intown Redevelopment Area ("Area") located in St. Petersburg and approving the Intown Redevelopment Plan ("Plan") and the creation of a Redevelopment Trust Fund ("Fund") into which tax increment revenues have been appropriated and expended; and

WHEREAS, tax increment revenues are authorized to be expended for projects in the Area, including the financing or refinancing thereof, all as provided in Part III of Chapter 163; and

WHEREAS, the County and City executed the original Interlocal Agreement ("Original Interlocal Agreement") for the Plan on April 21, 2005, to formalize the obligations of the respective Parties for $95.354 million of approved projects utilizing tax increment financing revenue from the Fund to fund, among other projects, the renovation of the Mahaffey Theater ($21.354 million) and the reconstruction of the Pier ($50 million); and

WHEREAS, the Original Interlocal Agreement has been amended four times since 2005, and in 2017 was Amended and Restated to consolidate the changes in a single document; and

WHEREAS, the City and County desire to reduce their tax increment financing (TIF) contributions to the Intown Redevelopment Trust Fund while still retaining its financial capacity to fund redevelopment activities in the district until its expiration in 2032; and

WHEREAS, the City desires to increase TIF funding for projects identified in the Revised Table 2 of the Intown Redevelopment by $115 million – from $117.354 million to $232.354 million; and

WHEREAS, the increased TIF funding for projects identified in the Revised Table 2 will fund "Waterfront, Transit and Parking Improvements" east of 8th Street; "Rehabilitation and Conservation of Historic Resources” east of 8th Street; and "Redevelopment Infrastructure Improvements” west of 8th Street related to the redevelopment of the Tropicana Field site and its environs; and
WHEREAS, the First Amendment will also delete projects in Revised Table 2 that will not be funded with tax increment financing; and

WHEREAS, the City and County now desire to execute the First Amendment to the Amended and Restated Agreement for the commitment of tax increment revenues in the Area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the commitment of tax increment revenues in the Intown Redevelopment Area is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to execute the First Amendment to the Amended and Restated Interlocal Agreement.

This resolution shall become effective immediately upon its adoption.

APPROVED BY:

[Signature]
City Attorney (Designee)
Document No. 330661

APPROVED BY:

[Signature]
City Development Administration
FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT
Intown Community Redevelopment Area
FIRST AMENDMENT TO THE
AMENDED AND RESTATE D
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA
AND
PINELLAS COUNTY, FLORIDA
FOR
THE COMMITMENT OF TAX INCREMENT REVENUES
IN THE INTOWN REDEVELOPMENT AREA

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on this ______ day of August, 2018, by and between the City of St. Petersburg, Florida ("City") and Pinellas County, Florida ("County") (collectively, "Parties").

RECITALS

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act in 1969, as amended, and codified as Part III, Chapter 163, Florida Statutes; and

WHEREAS, the Parties mutually desire to increase the ad valorem tax base of the County and the City within St. Petersburg; and

WHEREAS, in 1981 and 1982 both the County and the City approved certain resolutions and ordinances creating the Intown Redevelopment Area ("Area") located in St. Petersburg and approving the Intown Redevelopment Plan ("Plan") and the creation of a Redevelopment Trust Fund ("Fund") into which tax increment revenues have been appropriated and expended; and

WHEREAS, tax increment revenues are authorized to be expended for projects in the Area, including the financing or refinancing thereof, all as provided in Part III of Chapter 163; and

WHEREAS, the County and City executed the original Interlocal Agreement ("Original Agreement") for the Plan on April 21, 2005, to formalize the obligations of the respective Parties for $95.354 million of approved projects utilizing tax increment financing revenue from the Fund to fund, among other projects, the renovation of the Mahaffey Theater ($21.354 million) and the reconstruction of the Pier ($50 million); and

WHEREAS, the Original Agreement was amended four times, consisting of the following amendments:
1. March 21, 2006: to add $2.0 million to the approved project budget to pay for improvements to the Bayfront Center/Mahaffey Theater Complex, now the Duke Energy Center for the Arts, for a total project amount of $97.354 million;

2. December 2, 2010: to decrease the tax increment funds allocated to both Pedestrian System/Streetscape Improvements and Park Improvements projects by $2.5 million each (for a total reallocation of $5.0 million) to pay for improvements to the Salvador Dali Museum and the Progress Energy (now Duke Energy) Center for the Arts; and

3. July 12, 2011: to renumber Table 1B (TIF Funding Required for New Public Improvement Projects, 2005-2035) as Table 2; modify proposed implementation dates of the approved projects; and remove descriptions, proposed time frames and funding amounts for specific phases of approved projects as shown in the new Table 2; and

4. December 1, 2015: to add $20.0 million for Downtown Waterfront Master Plan Improvements in the Pier District (Pier Approach location), for a total budget of $117.354 million to implement all projects in the Plan throughout the Area.

WHEREAS, on September 14, 2017, the County and the City executed an Amended and Restated Interlocal Agreement ("Agreement"), which replaced the Original Agreement (as amended), reallocated $14.0 million in tax increment funds previously allocated for a Mixed Use Transportation Facility to new uses, created a process for the Parties to have future discussions related to the redevelopment of Tropicana Field, defined the Parties’ contributions to the Fund, and modified the duties of the Parties; and

WHEREAS, the Parties desire to amend the Agreement to: (i) redefine a total contribution for the Fund, (ii) modify the Parties' duties related to contribution to the Fund, and (iii) modify the list of approved projects eligible for tax increment revenue funding; and

WHEREAS, the County and the City have agreed to the terms and conditions set forth in this First Amendment.

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

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

2. Projects. The Parties shall work cooperatively to accomplish the financing of the projects set forth in Revised Table 2, which is attached to this Agreement as Attachment A and made a part hereof and as identified in the Plan ("Projects"), which are funded with tax
increment revenues. Table 2 is hereby deleted and replaced with Revised Table 2, which is attached hereto and made a part hereof by reference. All references in the Agreement to Table 2 shall mean Revised Table 2.

2. Section 4 of the Agreement is hereby amended to read as follows:

4. **Total Contribution for the Fund.** The total contributions made by the Parties for the Projects (including cost of issuance and interest) is one hundred ninety million nine hundred eighty-four thousand eight hundred eighty-two dollars ($190,984,882). The total contributions by the Parties for the Projects approved prior to September 30, 2018 (including cost of issuance and interest) is one hundred ninety million nine hundred eighty-four thousand eight hundred eighty-two dollars ($190,984,882). For Projects approved on or after October 1, 2018, the total contributions by the Parties will be based upon the contribution percentages detailed in Sections 6 and 7.

3. Section 6.D. of the Agreement is hereby amended to read as follows:

D. Shall appropriate and pay the City’s portion of the tax increment revenues for the Area to the Fund. **Beginning on October 1, 2018** (fiscal year 2019), the City’s contribution to the Fund will be reduced from ninety-five percent (95%) to seventy-five percent (75%), and such contribution shall remain in effect until September 30, 2022. **Beginning on October 1, 2022** (fiscal year 2023), the City’s contribution to the Fund will be further reduced from seventy-five percent (75%) to fifty percent (50%).

4. Section 7.B. of the Agreement is hereby amended to read as follows:

B. Shall appropriate and pay to the Intown Redevelopment Area Community Redevelopment Agency all tax increment revenues from the Area prior to April 1st of each year. The County’s obligation to annually budget and appropriate on or before October 1st and pay over to the Fund by April 1st of each year shall continue until such time as the contributions made by the Parties have reached the amount set forth in Section 4 of this Agreement. The County’s increment contributions are to be accounted for as a separate revenue within the Fund but may be combined with other revenues for the purpose of paying debt service. In no year shall the County’s obligation to the Fund exceed the amount of that year’s tax increment as determined in Section 38-61 of the Pinellas County Code of Ordinances. **Beginning on October 1, 2018** (fiscal year 2019), the County’s contribution to the Fund will be reduced from eighty-five percent (85%) to seventy-five percent (75%), and such contribution shall remain in effect until September 30, 2022. **Beginning on October 1, 2022** (fiscal year 2023), the
County's contribution to the Fund will be further reduced from seventy-five percent (75%) to fifty percent (50%).

5. Except as specifically amended, supplemented, or modified by this First Amendment, all of the terms, covenants, and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives on the day and date first above written.

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

CITY OF ST. PETERSBURG

By: _____________________________
Chairman

By: _____________________________
Mayor

ATTEST:
KEN BURKE, Clerk

ATTEST:
CHANDRAHASA SRINIVASA, City Clerk

By: _____________________________
Deputy Clerk

By: _____________________________
Deputy City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT AND FORM

By: _____________________________
Office of County Attorney

By: _____________________________
Office of the City Attorney

00381955.docx Execution Version
Exhibit 1

Table 2 of the Intown Redevelopment Plan
### REVISED TABLE 2
Intown Redevelopment Plan
TIF Funding Required for New Public Improvement Projects - 2005-2035*

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $Millions) (4)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Pier Project (1)</td>
<td>2008-2020</td>
<td>Downtown Waterfront at 2nd Avenue NE</td>
<td>$50M</td>
<td>To be Determined</td>
<td>$50M</td>
</tr>
<tr>
<td>Downtown Waterfront Master Plan Improvements – Pier District</td>
<td>2016-2020</td>
<td>Pier Approach</td>
<td>$20M</td>
<td>No other public funding identified.</td>
<td>$20M</td>
</tr>
<tr>
<td>Duke Energy Center for the Arts</td>
<td>NE Corner of 1st St/5th Ave S</td>
<td>$31.286M</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mahaffey Theater</td>
<td>2005-2011</td>
<td></td>
<td>$25.854M</td>
<td>City ($2.932M)</td>
<td></td>
</tr>
<tr>
<td>Salvador Dali Museum</td>
<td>2010-2011</td>
<td></td>
<td>$2.5M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enhancements to the Municipal Pier Project (2)</td>
<td>2017-2020</td>
<td>Downtown Waterfront at 2nd Avenue NE</td>
<td>$10M</td>
<td>No other public funding identified.</td>
<td>$10M</td>
</tr>
<tr>
<td>Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District (2)</td>
<td>Pier Approach</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Downtown Transportation and Parking Improvements</td>
<td>2017-2020</td>
<td>Throughout the IRP District</td>
<td>$4M</td>
<td>No other public funding identified.</td>
<td>$4M</td>
</tr>
<tr>
<td>Pedestrian System/ Streetscape Improvements</td>
<td>2006-2035</td>
<td>Throughout IRP District</td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
<tr>
<td>Park Improvements</td>
<td>2006-2035</td>
<td>Waterfront Park System</td>
<td>$2.5M</td>
<td>City</td>
<td>$2.5M</td>
</tr>
<tr>
<td>Utility Improvements</td>
<td>2005-2035</td>
<td>Throughout-IRP-District</td>
<td>$0</td>
<td>City and Private Developers</td>
<td>TBD</td>
</tr>
<tr>
<td>Signage</td>
<td>2005-2035</td>
<td>Throughout-IRP-District</td>
<td>$0</td>
<td>City</td>
<td>TBD</td>
</tr>
</tbody>
</table>

* TIF expenditures may only be utilized for those Designated Projects in Revised Table 2 where TIF funds are required as noted herein; provided, however, that no TIF expenditures may occur for Projects other than Designated Projects with TIF funds required as noted herein, without prior approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners.

Although the Intown Redevelopment Plan is scheduled to expire on 2032, an additional three (3) years have been allotted for the service of any outstanding debt related to these Designated Projects.
### REVISED TABLE 2

**Intown Redevelopment Plan**

**TIF Funding Required for New Public Improvement Projects - 2005-2035***

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bicycle-Trolley</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
<tr>
<td>City-Marina Improvements</td>
<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
<tr>
<td>Waterfront, Transit, and Parking Improvements (3)</td>
<td>2019-2035</td>
<td>IRP District East of 8th Street</td>
<td>$35M</td>
<td>No other public funding identified</td>
<td>$35M</td>
</tr>
<tr>
<td>Resiliency/Adaptation infrastructure (i.e., seawalls and marinas)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transit infrastructure and improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking improvements (City TIF only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rehabilitation and Conservation of Historic Resources (3)</td>
<td>2019-2035</td>
<td>IRP District East of 8th Street</td>
<td>$5M</td>
<td>No other public funding identified</td>
<td>$5M</td>
</tr>
<tr>
<td>Redevelopment Infrastructure Improvements (3)</td>
<td>2019-2035</td>
<td>IRP District West of 8th Street</td>
<td>$75M</td>
<td>No other public funding identified</td>
<td>$75M</td>
</tr>
<tr>
<td>Brownfields Mitigation/Remediation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Open Space Amenities, including Improvements to Booker Creek</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Streetscape Improvements to Re-establish Grid Network on Tropicana Field Site (i.e., sidewalks, pedestrian facilities, alleys, streets)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transit infrastructure and improvements</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Parking improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Maximum TIF Funds Required:** $417,232,354 M
## Revised Table 2

Intown Redevelopment Plan

### TIF Funding Required for New Public Improvement Projects - 2005-2035*

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
</table>

* TIF expenditures may only be utilized for those Designated Projects in Revised Table 2 where TIF funds are required as noted herein, provided, however, that no TIF expenditures may occur for Projects other than Designated Projects with TIF funds required as noted herein, without prior approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners. Although the Intown Redevelopment Plan is scheduled to expire on 2032, an additional three (3) years have been allotted for the service of any outstanding debt related to these Designated Projects.

1. Because of the size of the project, the timing and/or amounts necessary for the Municipal Pier Project may need to be revised in the future. Such changes shall only occur in an amendment to the Interlocal Agreement between the City and County.

2. The allocation of up to $10 million in TIF for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be determined by the City. Any of the $10 million in TIF not utilized for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be allocated to augment the $4 million in TIF allocated to Downtown Transportation and Parking Improvements.

3. The allocation of up to $35 million in TIF for Waterfront, Transit, and Parking Improvements East of 8th Street and the allocation of up to $5 million in TIF for Rehabilitation and Conservation of Historic Resources East of 8th Street shall be determined by the City. Any of the summed $40 million in TIF not utilized for Waterfront, Transit, and Parking Improvements or Rehabilitation and Conservation of Historic Resources shall be allocated to augment the $75 million in TIF allocated to Redevelopment Infrastructure Improvements West of 8th Street.

4. "TIF Funds Required" refers only to the anticipated construction and capital costs and not any required debt issuance or financing costs, which can also be funded with TIF.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council


Explanation: On April 17, 2018, the City issued a Request for Qualifications, RFQ 6867, for Marketing Services. On April 26, 2018, the City received six Statements of Qualifications (SOQs) from the following firms:

1. Big Sea Inc.
2. Media Garage Group Inc.
3. Paradise Advertising & Marketing Inc.
4. PP+K Inc.
5. Spark Branding House Inc.
6. Stevie & Fern LLC

The statements of qualification were evaluated by Nina Mahmoudi, Marketing Director, on April 27, 2018. The firms were evaluated based on experience of the firm, qualification and technical competence, capacity to accomplish the work, and past performance on similar contracts. All firms met the City's qualifications and were recommended for award. Multiple firms are recommended to ensure availability and capacity, as well as access to the specific skillset for each of the firms.

The contractors will provide all labor, materials, and equipment to provide miscellaneous marketing services, to include advertising, media planning, digital marketing, guerilla marketing, and branding. Individual contracts will be negotiated and awarded to qualified firms by project as needed, based on skillset.

Big Sea Inc., is headquartered in St. Petersburg, employs 22 people and has been in business since 2005. Media Garage Group Inc., is headquartered in St. Petersburg, employs four people and has been in business since 2004. Paradise Advertising & Marketing Inc., is headquartered in St. Petersburg, employs 32 people and has been in business since 2002. PP+K Inc., is headquartered in Tampa, employs 85 people and has been in business since 2004. Spark Branding House Inc. is headquartered in Tampa, employs 33 people and has been in business since 2001. Stevie & Fern LLC is headquartered in St. Petersburg, employs two people and has been in business since 2016.

Cost/Funding/Assessment Information: Funds will be appropriated in projects and programs, and user agencies, or will be appropriated at the time a task order is approved by City Council.

Attachments: Evaluation Forms (12 pages)
Resolution

Approvals:
[Signatures]
RFQ: 6867  For: Marketing Services

Firm: PP + K Inc.  

Instructions to Evaluator: Complete a separate evaluation form for each RFQ reviewed. Following presentations/interviews, rank each RFQ reviewed in descending order. The ranking must be supported by a narrative that provides the rationale (specific strengths and weaknesses) for your determination.

Evaluation Criteria:

Experience of firm

- Strengths:  experience working with govt entities
- Weaknesses:  not in St. Pete but close by in Tampa

Qualification and technical competence

- Strengths:  strong digital staff
- Weaknesses:  not a ton of examples of media related work

Capacity to accomplish the work

- Strengths:  large staff
- Weaknesses:  NA
Past Performance on similar contracts

- **Strengths:**
  - good, relevant community client examples

- **Weaknesses:**
  - NA

Items for Clarification

1.
2.
3.
4.
5.

Choose one of the following evaluation statements for this firm:
- [ ] Significantly exceeds requirements
- [ ] Exceeds requirements
- [x] Meets requirements
- [ ] Marginally meets requirements (minor weakness, but correctable)
- [ ] Major deficiencies (correctable only with major changes)
- [ ] No data provided/major deficiencies (not correctable)

Signature

Date: 3/30/18
City of St. Petersburg
Request for Qualifications Evaluation Form
Procurement & Supply Management

RFQ: 6867  For: Marketing Services

Firm: Paradise Advertising and Marketing Inc.  

Instructions to Evaluator: Complete a separate evaluation form for each RFQ reviewed. Following presentations/interviews, rank each RFQ reviewed in descending order. The ranking must be supported by a narrative that provides the rationale (specific strengths and weaknesses) for your determination.

Evaluation Criteria:

Experience of firm

- Strengths: strong ties to the community. Lots of experience working with local companies.
- Weaknesses: senior leadership team is new—not necessarily a negative, but just something to note as a recent change in the firm.

Qualification and technical competence

- Strengths: large team, lots of local brand experience, as well as CVB experience, digital highlighted as strong.
- Weaknesses: no city clients highlighted.

Capacity to accomplish the work

- Strengths: big team, local
- Weaknesses: NA
Past Performance on similar contracts

- **Strengths:** all creative is very professional
- **Weaknesses:** examples show large budgets, which would be atypical for the city

Items for Clarification

1.
2.
3.
4.
5.

Choose one of the following evaluation statements for this firm:

- [ ] Significantly exceeds requirements
- [x] Exceeds requirements
- [ ] Meets requirements
- [ ] Marginally meets requirements (minor weakness, but correctable)
- [ ] Major deficiencies (correctable only with major changes)
- [ ] No data provided/major deficiencies (not correctable)

Signature  

Date 5/20/18
RFQ: 6867    For: Marketing Services

Firm: Media Garage Group Inc.  

Instructions to Evaluator: Complete a separate evaluation form for each RFQ reviewed. Following presentations/interviews, rank each RFQ reviewed in descending order. The ranking must be supported by a narrative that provides the rationale (specific strengths and weaknesses) for your determination.

Evaluation Criteria:

Experience of firm

- **Strengths:** lots of experience with local clients
- **Weaknesses:** no govt clients listed

Qualification and technical competence

- **Strengths:** media buying, design
- **Weaknesses:** not a lot of emphasis on digital or guerilla campaigns

Capacity to accomplish the work

- **Strengths:** decades of experience
- **Weaknesses:** Smaller team
Past Performance on similar contracts

- **Strengths:**
  - good local events marketing

- **Weaknesses:**
  - no digital campaign examples

Items for Clarification

1.
2.
3.
4.
5.

Choose one of the following evaluation statements for this firm:
- [ ] Significantly exceeds requirements
- [ ] Exceeds requirements
- [x] Meets requirements
- [ ] Marginally meets requirements (minor weakness, but correctable)
- [ ] Major deficiencies (correctable only with major changes)
- [ ] No data provided/major deficiencies (not correctable)

Signature: [Signature]
Date: 5/25/18
RFQ: 6867  For: Marketing Services
Firm: Big Sea Inc.

Instructions to Evaluator: Complete a separate evaluation form for each RFQ reviewed. Following presentations/interviews, rank each RFQ reviewed in descending order. The ranking must be supported by a narrative that provides the rationale (specific strengths and weaknesses) for your determination.

Evaluation Criteria:
Experience of firm
- Strengths: experience working with the city and other relevant city organizations
- Weaknesses: NA

Qualification and technical competence
- Strengths: strong digital experience
- Weaknesses: no real emphasis on media relations

Capacity to accomplish the work
- Strengths: team is all local
- Weaknesses: NA
Past Performance on similar contracts

- **Strengths:**
  - strong work with local companies

- **Weaknesses:**
  - NA

Items for Clarification

1. 
2. 
3. 
4. 
5. 

Choose one of the following evaluation statements for this firm:
- [ ] Significantly exceeds requirements
- [x] Exceeds requirements
- [ ] Meets requirements
- [ ] Marginally meets requirements (minor weakness, but correctable)
- [ ] Major deficiencies (correctable only with major changes)
- [ ] No data provided/major deficiencies (not correctable)

Signature: [signature]
Date: 5/30/18
Evaluation Criteria:

Experience of firm

- **Strengths:** local clients
- **Weaknesses:**

Qualification and technical competence

- **Strengths:** branding a strength
- **Weaknesses:** smaller team

Capacity to accomplish the work

- **Strengths:** deep understanding of St. Pete community
- **Weaknesses:** smaller team
Past Performance on similar contracts

- **Strengths:**
  - good community client list

- **Weaknesses:**
  - no city clients

Items for Clarification

1.
2.
3.
4.
5.

Choose one of the following evaluation statements for this firm:

- [ ] Significantly exceeds requirements
- [ ] Exceeds requirements
- [x] Meets requirements
- [ ] Marginally meets requirements (minor weakness, but correctable)
- [ ] Major deficiencies (correctable only with major changes)
- [ ] No data provided/major deficiencies (not correctable)

Signature: [Signature]
Date: 5/28/18
City of St. Petersburg
Request for Qualifications Evaluation Form
Procurement & Supply Management

RFQ: 6867 For: Marketing Services
Firm: Spark Branding House Inc.

<table>
<thead>
<tr>
<th>Instructions to Evaluator: Complete a separate evaluation form for each RFQ reviewed. Following presentations/interviews, rank each RFQ reviewed in descending order. The ranking must be supported by a narrative that provides the rationale (specific strengths and weaknesses) for your determination.</th>
</tr>
</thead>
</table>

Evaluation Criteria:

Experience of firm

- **Strengths:** Very impressive client list around for a long time
- **Weaknesses:** Not in St. Pete, but still very familiar with our community

Qualification and technical competence

- **Strengths:** Full service, has own production house
- **Weaknesses:** NA

Capacity to accomplish the work

- **Strengths:** Large team in all creative areas
- **Weaknesses:** NA
Past Performance on similar contracts

- **Strengths:** has worked with cities + counties
- **Weaknesses:** potentially used to working with larger budget based on client list.

Items for Clarification

1. 
2. 
3. 
4. 
5. 

Choose one of the following evaluation statements for this firm:
- [ ] Significantly exceeds requirements
- [x] Exceeds requirements
- [ ] Meets requirements
- [ ] Marginally meets requirements (minor weakness, but correctable)
- [ ] Major deficiencies (correctable only with major changes)
- [ ] No data provided/major deficiencies (not correctable)

Signature: ____________________________ Date: 3/30/18
RESOLUTION NO. 2018-______

A RESOLUTION ACKNOWLEDGING THE SELECTION OF BIG SEA, INC., MEDIA GARAGE GROUP, INC., PARADISE ADVERTISING & MARKETING, INC., PP+KING, INC., SPARK BRANDING HOUSE, INC., AND STEVIE & FERN LLC (“FIRMS”) AS QUALIFIED FIRMS TO PROVIDE MISCELLANEOUS MARKETING SERVICES FOR THE MARKETING DEPARTMENT; PROVIDING THAT SERVICES AND AGREEMENTS WILL BE NEGOTIATED ON A PROJECT BY PROJECT BASIS WITH THE ABOVE FIRMS; PROVIDING THAT THE AMOUNT OF AGREEMENTS AWARDED TO SUCH FIRMS SHALL NOT EXCEED $475,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) through its Procurement and Supply Management Department issued Request for Qualifications (“RFQ”) No. 6867 dated April 26, 2018 for miscellaneous marketing services for the Marketing Department; and

WHEREAS, the City received six (6) statements of qualifications (“SOQs”) in response to the RFQ from the following: 1) Big Sea, Inc., 2) Media Garage Group, Inc., 3) Paradise Advertising & Marketing, Inc., 4) PP+K, Inc., 5) Spark Branding House, Inc., and 6) Stevie & Fern LLC (“Firms”); and

WHEREAS, the SOQ’s were evaluated by Nina Mahmoudi, Marketing Director on April 27, 2018 and she determined that all six Firms were qualified to provide miscellaneous marketing services for the Marketing Department; and

WHEREAS, Administration recommends City Council acknowledge the selection of the Firms to provide miscellaneous marketing services for the Marketing Department; and

WHEREAS, services and agreements will be negotiated on a project by project basis with Firms.

WHEREAS, if required by City Code, such agreements will be subject to City Council approval; and

WHEREAS, the total amount of agreements awarded to such Firms shall not exceed $475,000.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Big Sea, Inc., Media Garage Group, Inc., Paradise Advertising & Marketing, Inc., PP+K, Inc., Spark Branding House, Inc., and Stevie & Fern LLC (“Firms”) as qualified Firms to provide miscellaneous marketing services for the Marketing Department are hereby acknowledged.
BE IT FURTHER RESOLVED that services and agreements will be negotiated on a project by project basis with the above firms.

BE IT FURTHER RESOLVED that the amount of such agreements shall not exceed $475,000.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)

00384038
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving a Construction Manager at Risk Agreement ("CMAR") with a Guaranteed Maximum Price ("GMP") between the City of St. Petersburg, Florida, ("City") and Hennessy Construction Services Corp. ("Hennessy"), for preconstruction and construction management services for the Mahaffey Theater Wall Repair ("CMAR Agreement"). Authorizing the City Attorney to make non-substantive changes to the CMAR Agreement; Authorizing the Mayor, or his designee, to execute the CMAR Agreement; authorizing payment to Hennessy in an amount not to exceed $39,218 for the preconstruction phase services (Engineering Project No. 17201-019; Oracle Project No. 15605); and providing an effective date.

Explanation: On March 6, 2018, the Procurement and Supply Management Department, in collaboration with the Engineering and Capital Improvements Department, issued a Request for Proposal No. 6781 entitled "Construction Manager At-Risk: Mahaffey Theater Wall Repair." The City received four (4) proposals from qualified construction managers. The four proposals were received from:

1. Biltmore Construction Company Inc.
2. Hennessy Construction Service Corp.
3. Hodge Management LLC
4. Patriot Construction Management Inc.

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

Brejesh Prayman, Engineering Director
Chris Ballestra, Enterprise Facilities Director
Mike Ryle, Engineering Assistant Director
Raul Quintana, Engineering and Capital Improvements, AIA City Architect
Mark Laney, Engineering, Construction Inspection Supervisor

Three firms were invited to make oral presentation before the evaluation committee. The firms were:

1. Biltmore Construction Company Inc.
2. Hennessy Construction Service Corp.
3. Patriot Construction Management Inc.

On April 4, 2018, the evaluation committee considered the oral presentations from each of the shortlisted firms and ranked Hennessy as the top-ranked firm, followed by Biltmore Construction as second-ranked, and Patriot Construction Management, Inc. as third-ranked.

Hennessy’s proposal was determined to be the most advantageous to the City, taking into consideration their experience with the Mahaffey Theater and the evaluation criteria set forth in RFP No. 6781. Hennessy has been in business for 32 years. Hennessy's principals are Mark Stalker, president, and Moira Dietrichsen, controller.

Upon City Council approval, the City and Hennessy will enter into a construction manager at-risk agreement, with a guaranteed maximum price CMAR agreement. Hennessy will provide preconstruction phase services in accordance with the terms and conditions set forth in the CMAR agreement. Hennessy will provide a guaranteed maximum price (GMP) proposal, which shall become a part of the CMAR agreement, via a GMP amendment, for Mahaffey Theater Wall Repair within the City’s construction cost budget. Hennessy will also comply with the City’s local hiring ordinance provisions.
Preconstruction services begin with Hennessy working closely with C. B. Goldsmith and Associates, Inc. ("AIE") to develop a cost plan. Further, Hennessy will provide preconstruction services, including but not limited to, refinement of cost estimates during the design phases, constructability reviews, value engineering, project scheduling and procurement coordination. At the conclusion of the preconstruction phase, the construction manager shall provide a cost estimate proposal to the City that shall not exceed the City’s construction cost budget. The preconstruction phase fees are as follows:

Total Preconstruction Phase Fee: $39,218

The construction phase will commence upon City Council’s approval of a Guaranteed Maximum Price Amendment (“GMP Amendment”) and the issuance of a notice to proceed. The GMP Amendment will include the cost of the work, plus the Construction Manager’s fee. During the construction phase, the Construction Manager will assume the responsibility as contractor and will proceed to repair the Mahaffey Theater Wall. All construction work will be competitively bid out by Hennessy in accordance with the terms and conditions set forth in the CMAR Agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation & Culture Capital Improvement Fund (3029); Mahaffey Theater Exterior Wall Project (15605).

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

Approvals:
Technical Evaluation
958-26 Construction Manager At-Risk: Mahaffey Theater Wall Repair

Summary Work Statement

The City received four proposals for RFP No. 6781: Construction Manager At-Risk: Mahaffey Theater Wall Repair. The successful offeror(s) will provide Construction Manager At-Risk services ("CMAR") at a Guaranteed Maximum Price ("GMP") for construction of the replacement of the exterior stucco wall system at the Mahaffey Theater. The work shall consist of the removal of approximately 36,000 square feet of panelized exterior stucco wall system and replacement with a suitable long term waterproof exterior wall system to be determined in collaboration with an Architect during pre-construction services. The four proposals were received from:

1. Biltmore Construction Company Inc.
2. Hennessy Construction Services
3. Hodge Management LLC
4. Patriot Construction Management Inc.

Evaluation Committee

The evaluations of the five proposals were conducted by:

Brejesh Prayman, Engineering, Director
Chris Ballestra, Enterprise Facilities Director
Mike Ryle, Engineering Assistant Director
Raul Quintana, Engineering and Capital Improvements, AIA City Architect
Mark Laney, Engineering, Construction Inspection Supervisor

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Relevant project type experience & qualifications
- References
- Approach to pre-construction and construction services
- Organization & personnel
- Cost
- Acceptance/exceptions of agreement

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.

Biltmore Construction Company, Inc., is headquartered in Bellaire, and was incorporated in Florida in 1954. The firm has been providing this service for sixty four years and employs 50 people. Its strengths include: experienced with multiple CMAR projects; LEED accredited; good government experience; wide variety of project types; their references were good and they have many local projects; good solid project approach; adequate staffing level; key staff members are long term Biltmore employees; general superintendent with 43 years of experience; superintendent with 38 years of experience; providing adequate coverage; broad based experience on different paneled systems; with no exceptions to the agreement.
Weaknesses include: no superintendent assigned to preconstruction; did not see any specific examples of waterproofing exterior systems; no specific description of existing condition or how they would approach the work; 10% CMAR fee plus the general construction price, very high; most expensive proposal; superintendent not on the preconstruction staff plans expenses;

The proposal meets the City's requirements.

**Hennessy Construction Services Corp.** is headquartered in St. Petersburg, and was incorporated in Florida in 1975. The firm has been providing this service for 32 years and employs 24 people. Its strengths include: familiarity with Mahaffey Theater building with extensive familiarity of the issues surrounding the installation of the existing stucco exterior wall system; extensive CMAR experience in the St. Petersburg market; good work in the community; projects are well managed and successful; strong team of project management and superintendent; excellent cost estimation services; reasonable allocation of staff; construction superintendent has 40 years' experience; moderate cost; will not self-perform on construction management

Weaknesses include: did not list projects specifically; did not indicate the personnel knowledge and experience with Mahaffey; limited references on similar work; highest cost on the hourly rate; designated one person to be onsite; stated an exception to the AIA agreement; new owner in 2017;

The proposal meets and exceeds the City's requirements.

**Hodge Management LLC.** is headquartered in Seminole, Florida, and was incorporated in Florida in 2007. The firm has been providing this service for 11 years and employs seven people. Its strengths include: provided a proposed subcontractor, collaborative; extensive city experience, with good performance to date; brought in a stucco subcontractor early; lowest overhead cost; some experience with the Tarpon High School CMAR; pre-construction numbers seem low; focused team; hand on; average job cost; accepted AIA agreement as proposed; meets project timelines and stays on budget; good references; personnel are creative and helpful;

Weaknesses include: very small company; jobs performed are on lost side; maybe more than work then they are capable; proposal seems to be very undermanned for both the preconstruction and construction phase; unsure if relevant specific experience related to this work based on materials submitted; most of the projects stated were small with no similar project examples; limited references on this type of service; Hodge did not provide an approach other than to state that they have a good stucco subcontractor who can answer questions; considered understaffed proposal during the design phase; will not be providing a full time on-site supervisor;

The proposal does not meet the City's requirements, Major deficiencies (correctable only w/major changes)

**Patriot Construction Management, Inc.** is headquartered in Tampa, Florida, and was incorporated in Florida in 2005. The firm has been providing this service for 13 years and employs five people. Its strengths include: good understanding of the project type (exterior waterproofing; strong background from a small firm; strong individual backgrounds; may not be as a CMAR; seemed to have a good handle on the personnel needed; will provide forensic architect collaboration; Westin Cape Coral had exterior wall system, McAlpin was team lead; no exceptions to the AIA agreement; short list of similar projects referenced; has a team of experience professionals; previous historic renovations for hospitals, schools and hotels.

Weaknesses include: size of firm could be bigger; does not appear team has worked together for any length of time; limited work completed under existing company; not specific on detailed needs of the project; solid construction, but no indication of similar or rehab type of project and management;

Rev (5/11)
limited number of personnel and projects as a company; no specific recommendations provided as references; concern as to the size of the company and the ability to give proper attention to this project; founded in 2005 unsure as to the number of projects completed by this team; Brian McAlpin listed as the preconstruction manager and project executive architect but no school or project experience;

The proposal meets the City's requirements.

**Short-listing and Oral Presentations**

The proposals were initially evaluated and short-listed. On March 12, 2018, three offerors were invited to make oral presentations before the evaluation committee for the purpose of clarifications and to ensure full understanding of the City's requirements. The presentations also enabled the committee to have a full understanding of the offerors' proposals and responses. Following the presentations, the evaluation committee ranked the proposals as follows:

<table>
<thead>
<tr>
<th>Firms Invited for Presentations</th>
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<tr>
<td>1. Hennessy Construction Services Corp</td>
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<tr>
<td>2. Biltmore Construction Company Inc.</td>
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<td>3. Patriot Construction Management Inc.</td>
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One June 6, 2018 Hennessy Construction Services Corp was invited to confirm Best and Final Offer (BAFO).

**Recommendation for Award**

The evaluation committee recommends Hennessy Construction Services Corp. Hennessy Construction Services Corp has met the requirements of RFP No. 6781 and have been determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth in a RFP.

Hennessy Construction Services Corp was selected for the following reasons:

- **Years of experience with the facility**
- **Price**

Hennessy Construction Service Corp references have been checked and are satisfactory.

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Brajesh Praym, Chair

Mike Ryle, Committee Member

Mark Laney, Committee Member

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Rev (5/11)
Title: RFP# 6781 CMAR Mahaffey Theater Wall Repair
Meeting Date: Monday, March 12, 2018
Time: 2:00 p.m.
Place: MSC Building, CR500
One Fourth Street North
St. Petersburg, FL 33701

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
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</table>
| 1. Introductions of Evaluation Team / Welcome | Committee Members in attendance: Brejesh Prayman, Engineering Director  
Chris Ballestra, Enterprise Facilities Director  
Mike Ryle, Assistant Director, Engineering & Capital Improvements  
Raul Quintana, Engineering and Capital Improvements, AIA City Architect  
Mark Laney, Engineering, Construction Inspection Supervisor  
Members of the public in attendance: Brian McAlpin, Patriot Construction Management, Dean Banks, Patriot Construction Management  
Staff: Patty Cortez, |
| | Motion by: to nominate Brejesh Prayman as Committee Chair  
Seconded by Raul Quintana  
Votes: Affirmative (5)  
Motion by: Chris Ballestra to eliminate Hodge Management LLC from the process  
Seconded by Mike Ryle  
Votes: Affirmative (5)  
Motion by: Chris Ballestra to invite Biltmore Construction Company Inc., Hennessy Construction Services, and Patriot Construction Management Inc., for presentations  
Seconded by Raul Quintana  
Votes: Affirmative (5)|
| a. Public Comments (if needed) | |
| b. Florida's Open Meeting Law – FS 286.011 (Patty Cortez) | |
| c. Prohibited Communication - AP #050100 (Patty Cortez) | |
| d. Selection of Chairperson (Committee) | |
| 2. Introductions of Evaluation Team / Welcome | |
| a. Public Comments (if needed) | |
| b. Florida's Open Meeting Law – FS 286.011 (Patty Cortez) | |
| c. Prohibited Communication - AP #050100 (Patty Cortez) | |
| d. Selection of Chairperson (Committee) | |
| 3. Evaluations of Proposals (Strengths and Weaknesses) | |
| a. Biltmore Construction Company Inc. | |
| b. Hennessy Construction Services | |
| c. Hodge Management LLC | |
| d. Patriot Construction Management Inc. | |
4. Rank - Shortlist/Oral Presentation
   Invitations to Oral Presentations shall include Biltmore Construction Company Inc., Hennessy Construction Services, and Patriot Construction Management Inc.

5. Clarifications / Questions
6. Collect of Evaluation Forms (Patty Cortez)
7. Adjournment

Meeting Adjourned: 3:38 pm
### Title: Meeting
RFP# 6781 CMAR Mahaffey Theater Wall Repair

### Date:
Wednesday, April 4, 2018

### Time:
3:00 p.m.

### Place:
MSC Building, CR500
One Fourth Street North
St. Petersburg, FL 33701

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**Agenda Item**

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<td>3.</td>
<td>Evaluation # 1 of three proposals (Strengths and Weaknesses)</td>
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<td></td>
<td>b. Hennessy Construction Services</td>
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<td>4.</td>
<td>Evaluation # 2 of two remaining proposals (Strengths and Weaknesses)</td>
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<td>b. Biltmore Construction Company Inc.</td>
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<td>5.</td>
<td>Collect of Evaluation Forms (Patty Cortez)</td>
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<td>Adjournment</td>
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Committee Members in attendance:
Brejesh Prayman, Engineering Director
Chris Ballestra, Enterprise Facilities Director
Mike Ryle, Assistant Director, Engineering & Capital Improvements
Raul Quintana, Engineering and Capital Improvements, AIA City Architect
Mark Laney, Engineering, Construction Inspection Supervisor

Staff: Patty Cortez, Patrick Green

Members of the public in attendance:
Travis Parker, Biltmore Construction Company

Motion by: Brejesh Prayman as Committee Chair to blind rank, and firms were ranked as follows:
- b. Hennessy Construction Services, Score of 8
- c. Patriot Construction Management Inc., Score of 15

Motion by: Chris Ballestra to remove Patriot Construction Management, Inc., from the ranking process.
Seconded by Raul Quintana:
Votes: Affirmative (5)

Meeting Adjourned: 4:06 pm
RESOLUTION NO. 2018-___

A RESOLUTION APPROVING A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND HENNESSY CONSTRUCTION SERVICES CORP. ("HENNESSY"), FOR PRECONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE MAHAFFEY THEATER WALL REPAIR PROJECT ("CMAR AGREEMENT"); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE CMAR AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CMAR AGREEMENT; AUTHORIZING PAYMENT TO HENNESSY IN AN AMOUNT NOT TO EXCEED $39,218 FOR PRECONSTRUCTION PHASE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued Request for Proposals ("RFP") No. 6781 Construction Manager at Risk: Mahaffey Theater Wall Project on March 6, 2018; and

WHEREAS, the Procurement & Supply Management Department received four (4) proposals in response to the RFP; and

WHEREAS, the evaluation committee (Brejesh Prayman, Chris Ballestra, Mike Ryle, Raul Quintana, and Mark Laney) met on March 12, 2018 to discuss the proposals and shortlisted three (3) firms to make presentations on April 4, 2018; and

WHEREAS, the three (3) shortlisted firms were (1) Biltmore Construction Company Inc. (Biltmore); (2) Hennessy Construction Service Corp. (Hennessy); and (3) Patriot Construction Management Inc. (Patriot); and

WHEREAS, based on the presentations, proposals and other materials submitted by the three (3) shortlisted firms, the evaluation committee selected Hennessy; and

WHEREAS, the City wishes to contract with Hennessy for preconstruction and construction services for the Mahaffey Theater Wall Project and Hennessy wishes to accept such duties and responsibilities on all the terms and conditions set forth in the construction manager at risk agreement with a guaranteed maximum price.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Construction Manager at Risk Agreement with a Guaranteed Maximum Price between the City of St. Petersburg, Florida, and Hennessy Construction Service Corp. ("Hennessy") for preconstruction and construction services for the Mahaffey Theater Wall Project ("CMAR Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney is authorized to make non-substantive changes to the CMAR Agreement.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the CMAR Agreement.

BE IT FURTHER RESOLVED that payment to Hennessy in an amount not to exceed $39,218 for fees and costs for the preconstruction phase services is hereby approved.

BE IT FURTHER RESOLVED that additional work by Hennessy is subject to City Council approval.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)
00384132
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

July 12, 2018

TO: City Council Chair & Members of City Council

SUBJECT:
Authorizing the Mayor or his designee to accept the Health in All Policies Grant in the amount of $148,470.65 from the State of Florida Department of Health, Pinellas County Health Department ("DOH-Pinellas") paid by the Foundation for a Healthy St. Petersburg to support the City’s implementation of a Health in All Policies framework and to execute a grant agreement along with all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $148,470.65 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks and Recreation Department, Administration (190-1573).

EXPLANATION:
A Health in All Policies (HiAP) framework recognizes that social determinants - conditions where we are born, live, work, play, worship, and age - have a strong effect on health. HiAP frameworks encourage local governments to acknowledge and act upon the fact that resources and policies related to food access, housing, transportation, safety, education, land use, air and water quality, criminal justice, and economic development have a direct impact on health and are sometimes unequally distributed among populations. DOH-Pinellas proposes with the assistance of its community partners to transform local policymaking by bringing a "Health in All Policies approach" across government and community sectors. The Parks and Recreation Department under the Healthy St. Pete program will hire a City Planner to work exclusively on HiAP framework implementation. The City Planner will be responsible for assessing and tracking city and state legislation, regulations and policies pertinent to the elimination of health disparities especially within high risk areas, to create a healthier community.

RECOMMENDATION:
The Administration recommends that the City Council adopt the attached resolution authorizing the Mayor or his designee to accept an award in the amount of $148,470.65 from the State of Florida Department of Health, Pinellas County Health Department paid by the Foundation for a Healthy St. Petersburg to support the Health in All Policies framework implementation and to execute a grant agreement along with all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $148,470.65 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department (190-1573); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:
Revenues of $148,470.65 will be received from DOH-Pinellas. A supplemental appropriation in the amount of $148,470.65 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks and Recreation Department, Parks and Recreation Administration (190-1573) is required.

ATTACHMENTS: Resolution No.2018-210
Executive Order - 2018-04 Health in All Policies and Projects

APPROVALS:
Administration: Kanika Tomalin
Budget: [Signature]
RESOLUTION NO. 2018-________

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE HEALTH IN ALL POLICIES GRANT IN THE AMOUNT OF $148,470.65 FROM THE STATE OF FLORIDA DEPARTMENT OF HEALTH, PINELLAS COUNTY HEALTH DEPARTMENT AND TO EXECUTE A GRANT AGREEMENT ALONG WITH ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $148,470.65 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PARKS AND RECREATION DEPARTMENT ADMINISTRATION (190-1573); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Health, Pinellas County Health Department ("DOH-Pinellas") has awarded the City of St. Petersburg ("City") a grant in the amount of $148,470.65 to support the implementation of the Health in All Policies framework; and

WHEREAS, to receive such grant funds from DOH-Pinellas, the City must execute DOH-Pinellas' grant agreement; and

WHEREAS, the City must expend such grant funds for the services and deliverables required by the grant agreement during the period commencing on July 1, 2018 and ending December 31, 2019; and

WHEREAS, Healthy St. Pete, a community engagement and empowerment initiative, encourages a culture of health via the implementation of diverse strategies that positively impact the many factors that affect health and well-being; and

WHEREAS, policies implemented by the City outside of the traditional health sector significantly affect the social determinants of health, including policies related to urban redevelopment, food access, housing, transportation, public safety, education, sustainability, climate change, parks, air and water quality, criminal justice, and economic development; and
WHEREAS, "Health in All Policies" is consistent with the City’s Sustainability Vision and Mission Statement and supports the long-term goals of the Health St. Pete initiative, Integrated Sustainability Action Plan, STAR Community Rating leadership certification, commitment to LEED and Envision standards, the Greenhouse program, Grow Smarter Initiative, and South St. Petersburg CRA Redevelopment plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept the Health in All Policies Grant in the amount of $148,470.65 from the State of Florida Department of Health, Pinellas County Health Department and to execute a grant agreement along with all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, the following supplemental appropriation for FY2018:

<table>
<thead>
<tr>
<th>General Fund</th>
<th>$148,470.65</th>
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<tbody>
<tr>
<td>Parks and Recreation Department, Administration (190-1573)</td>
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</tbody>
</table>

This resolution shall take effect immediately upon its adoption.

Approvals:

Budget Director

Legal

Administration
LOCAL AGREEMENT BETWEEN
FLORIDA DEPARTMENT OF HEALTH, PINELLAS COUNTY HEALTH DEPARTMENT
205 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33701
AND
CITY OF ST. PETERSBURG
175 5th Street North
St. Petersburg, FL 33701

This Agreement ("Agreement") is made this ___ Day of __________, 2018, by and between the State of Florida Department of Health, Pinellas County Health Department ("DOH-Pinellas") and the City of St. Petersburg, Florida ("Provider"). The terms and conditions of this Agreement shall become a legal and binding agreement, which is sufficient to procure goods and/or services when this Agreement is signed by both parties ("Effective Date") and shall expire on December 31, 2019.

A. Services to be Provided

1. Definition of Terms.
   a. Agreement Terms.
      1) DOH-Pinellas. Florida Department of Health, Pinellas County Health Department is state and county funded to provide public health services in Pinellas County.
      2) Provider. The City of St. Petersburg, Florida
      3) Foundation. The Foundation for a Healthy St. Petersburg works to improve the health and well-being of the local community through initiatives that create sustainable, effective improvements to quality of life. The Foundation’s defined population includes residents of St. Petersburg, Florida and unincorporated South Pinellas County.
      4) Term. This Agreement shall commence on the Effective Date and shall expire on December 31, 2019 ("Term").
      5) The State of Florida’s performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature.

   b. Program Specific Terms.
      1) City Planner. Professional position involved with work assisting in urban planning activities as they relate to the administration of a variety of City planning programs with an emphasis on public health.
      2) Health in All Policies grant (HiAP). HiAP is a collaborative approach that integrates health considerations into policymaking across sectors to improve the health of Pinellas County communities and people. The grant period begins on March 12, 2018 and ends on February 28, 2021.
      3) Pinellas HiAP Advisory Council ("Council"). A group comprised of high level administrators from the DOH-Pinellas, partnering agencies and the Foundation to review goals, objectives and timelines and be responsible of identifying individuals in their respective agencies to act as leaders and be involved in day to day operations to build support among higher level decision makers.
      4) Pinellas HiAP Consortium ("Consortium"). A group comprised of multi-sectoral partners, many from the Healthy Pinellas Consortium,
familiar with local health issues and a background of informing stakeholders on policy, systems and environmental change strategies to create a healthy community.

5) Health Impact Assessment (HIA). A tool that can help communities, decision makers, and practitioners make choices that improve public health through community design.

2. General Description.
   a. General Statement. The Provider will designate a City Planner to work exclusively on HiAP and DOH-Pinellas will reimburse the Provider for the salary of the City Planner and related expenditures in accordance with the HIAP line item budget attached hereto and made a part hereof as Attachment I. The Provider will be responsible for assessing and tracking city and state legislation, regulations and policies pertinent to the elimination of health disparities especially within high risk areas, to create healthier communities. The Provider will work with DOH-Pinellas to implement HIA’s and develop tool kits to ensure new projects are evaluated based on their healthy implications. The Provider will participate in Council and Consortium meetings and participate in educational sessions and trainings for HIAP.

   b. Scope of Service. DOH-Pinellas has been awarded funding from the Foundation to improve population health and health equity utilizing a Health in All Policies approach to emphasize the consequences of public policies on health determinants. The parties mutually agree to work cooperatively to meet this goal. Each party understands that the funds appropriated under this Agreement have been or are to be granted to DOH-Pinellas and all terms of this Agreement are contingent upon the award and receipt of these funds as anticipated. All provisions of this Agreement shall be interpreted as subject to the availability of these funds.

   c. Major Program Goals. DOH-Pinellas proposes, with the assistance of its community partners, to transform local policymaking by bringing a "Health in All Policies approach" across government and community sectors. The process that will be used will help leaders learn the health consequences of different policy options prior to implementation.

B. Manner of Service Provision

1. Service Tasks.
   The Provider will perform the following tasks:
   a. Recruit/designate and maintain a full time City Planner for the HiAP program.
   b. Designate a Council team member.
   c. Participate in trainings and project meetings.
   d. Deliver presentations on the HiAP program to the St. Petersburg City Council.
   e. Identify focus areas and develop HIA’s for selected focus areas.
   f. Incorporate HiAP project information on the City of St. Petersburg website.
   g. Submit progress reports.
2. Staffing Requirements
   Staffing Levels. One City Planner will be assigned to perform HIAP duties. The Provider will notify the DOH-Pinellas if any actual or anticipated changes in the staff and the need to hire in writing within five (5) days of the change.

   Professional Qualifications of City Planner
   Graduation from an accredited four-year college or university with major course work in architecture, landscape architecture, city planning or a related field.

3. Provider Responsibilities.
   a. Provider Unique Activities:
      The Provider agrees to comply with agreement specifications listed in B.1. and B2.

4. DOH-Pinellas Responsibilities.
   a. DOH-Pinellas Obligations:
      1) Provide project management, coordination, training, evaluation and oversight of HIAP activities.
      2) Facilitate the HIAP program meetings
      3) Meet all reporting requirements to the Foundation including work plan activity updates, financial, and other benchmarks.

   b. DOH-Pinellas Determinations. DOH Pinellas has final authority to approve or reject the quality and acceptability of tendered service deliverables.

C. Deliverables. The following deliverables must be completed.

1. Recruit/designate and maintain a full time City Planner for the HiAP.
2. Attend/participate in trainings facilitated by the DOH-Pinellas.
3. Attend scheduled partner meetings facilitated by DOH-Pinellas.
4. Deliver presentations to the St. Petersburg City Council on the progress of HIAP.
5. Develop HIA’s for selected city plans, projects or policies prior to implementation.
6. Incorporate HIAP information on the City of St. Petersburg website.
7. Submit year end progress reports to the DOH-Pinellas.

D. Minimum Performance Levels.
   Provider shall meet the following minimum performance levels:
1. City Planner in place no more than 60 days after this Agreement is executed.
2. City Planner or delegate will attend 100% of scheduled trainings.
3. City Planner or delegate will attend 100% of scheduled Planner meetings.
4. City Planner to deliver at least two presentations to the St. Petersburg City Council. The first by December 31, 2018 and the second by December 31, 2019.
5. Develop and submit to DOH-Pinellas for review a minimum of one HIA by June 2019.
6. HIAP project information incorporated to the City of St. Petersburg website within 60 days after this Agreement is executed.

E. Method of Payment.

1) Payment.

This is a cost reimbursement agreement. DOH-Pinellas shall reimburse the Provider for allowable expenditures in accordance with terms of this Agreement (Attachment I) for a total dollar amount not to exceed $148,470.65 subject to the availability of funds.

2) Invoice Requirement.

   a. The Provider shall request payment monthly through submission of a properly completed invoice, a template of which is set forth in (Attachment II), within forty-five (45) days following the end of the month for which payment is being requested. The invoice must be submitted with supporting documentation. Examples of supporting documentation include, but are not limited to payroll printouts, meeting minutes and agendas, website pages and reports.

   b. Any portion of the deliverable payments received that are not supported by documentation will be returned to the DOH Pinellas. Deliverables that have not been received or have been received and determined to be unacceptable will not be paid or considered for cost reimbursement.

   c. Payments may be authorized only for allowable expenditures on the invoice, which are in accordance with the limits specified on the approved line item budget (Attachment I).

3) Travel: For all travel expenses, authorized under this Agreement, a travel voucher, Form C-676 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Section 287.058 (1)(b), Florida Statutes, requires that bills for any travel expense shall be submitted in accordance with section 112.061, Florida Statutes, governing payments by the state for traveling expenses. Department of Health 40-1 (Official Travel of Department of Health Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

F. Financial Consequences If the Provider does not complete the deliverables specified in Section D. (Minimum Performance Levels), the following consequences will be assessed.

1. Deliverable D. 1. If a full time City Planner is not in place within 60 days after the Effective Date of this Agreement the final invoice will be reduced by 1%.
2. Deliverable D. 2. If the City Planner or delegate does not attend a scheduled training the monthly invoice will be reduced by 1%.
3. Deliverable D.3. If the Planner or delegate does not attend a scheduled Planner meeting the monthly invoice will be reduced by 1%.
4. Deliverable D.4. If a presentation is not delivered to the St. Petersburg City Council by December 31, 2018 the monthly invoice will be reduced by 1%. If a presentation is not delivered to the St. Petersburg City Council by December 31, 2019 the monthly invoice will be reduced by 1%.
5. Deliverable D.5. If a HIA is not developed in by June 30, 2019 the monthly invoice will be reduced by 1%
6. Deliverable D.6. If HiAP information is not uploaded to the City of St. Petersburg website within 60 days of the Effective Date, the monthly invoice will be reduced by 1%.
7. Deliverable D.7. Payment will not be made on the final invoice until Provider submits a final report to DOH Pinellas.

G. Special Provisions

1. Monitoring
   a. The Provider agrees to maintain fiscal records documenting all expenditures that are applicable to this Agreement, participant records, and curriculum materials used in the provision of services. Records will be available for review by DOH-Pinellas.
   b. Monitoring and Evaluation Methodology.
      By execution of this Agreement the Provider hereby acknowledges and agrees that its performance under this Agreement must meet the standards set forth above and will be bound by the conditions set forth below. If the Provider fails to meet these standards, DOH-Pinellas, at its exclusive option, may allow up to three (3) months (or other specified time frame depending on the agreement duration) for the Provider to achieve compliance with the standards. If the DOH-Pinellas affords the Provider an opportunity to achieve compliance and the Provider fails to achieve compliance within the specified time frame, DOH-Pinellas will terminate this Agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of DOH-Pinellas.

2. Discriminatory Vendor List. Provider acknowledges it is informed of provisions of 287.134 (2)(a), F.S., and represents to DOH-Pinellas that those provisions do not prohibit DOH-Pinellas from contracting with the Provider or any subcontractors hereunder.

3. Non-expendable Property Clause: Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of $1000 or more per unit and an expected useful life of at least one year.
   a. All such property purchased under this Agreement must be listed on the property records of Provider. Provider must include a description of the property, model number, manufacturer’s serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property.
   b. All such property purchased under this Agreement must be inventoried annually and an inventory report must be submitted to the DOH-Pinellas along
with the final expenditure report. A report of non-expendable property must be submitted to DOH-Pinellas along with the expenditure report for the period in which it was purchased.

1) Title (ownership) to all non-expendable property acquired with funds from this contract is vested in DOH Pinellas upon completion or termination of this Agreement.

2) At no time will the Provider dispose of non-expendable property purchased under this Agreement except with the permission of DOH-Pinellas and in accordance with DOH-Pinellas instructions.

3) A written amendment to this Agreement is required prior to the purchase of any item of non-expendable property not specifically listed in Attachment I.

4) All property bought with state funds, regardless of dollar amount, is property of the state, unless otherwise noted in this Agreement. As such, the state is entitled to the return of all property once the Agreement has expired.

4. Public Records. Provider will comply with all state and federal laws regulating confidentiality and privacy of personal and health information, including HIPAA, and will adhere to DOH privacy policies wherever these are not inconsistent with Provider’s policies on these issues.

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider’s duty to provide public records relating to this contract, contact the custodian of public records at (727)824-6934, Karen.Coleman@flhealth.gov or 205 Dr. Martin Luther King St., N., St. Petersburg, FL 33701.

5. E-Verify. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this Agreement by the DOH-Pinellas. Provider must use the U.S. Department of Homeland Security’s E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the term of this Agreement by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this Agreement who are hired by the subcontractor during the term of this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

6. Insurance. The Provider is a fully qualified liability self-insurer under Florida Statutes to the extent and limits provided by the statute. The statutory limits are $200,000 per any one person and $300,000 per aggregate for any one incident. This self-insurance will cover the actions of the Provider's officers and employees while acting in the scope and course of their employment with Provider. The Provider is a fully qualified self-insurer under Florida Statute 440 for Workers’ Compensation. This self-insurance will cover the actions of Provider’s officers and employees while acting in the scope and course of their employment
with Provider.

7. **Cooperation with Inspectors General:** Provider acknowledges and understands that it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

End of Text
Attachments:
Attachment I - Line item budget
Attachment II - Invoice template

CITY OF ST. PETERSBURG, FLORIDA

By: Deputy Mayor Dr. Kanika Tomalin
City Administrator

Date:

Attest:

Chan Srinivasa, City Clerk

Approved as to Form and Content

FLORIDA DEPARTMENT OF HEALTH

By: Ulyee, Choe, DO
County Health Department Director

Date:

Witness:

City Attorney (Designee)
### HiAP- LINE ITEM BUDGET
City of St. Petersburg
July 1, 2018 – December 31, 2019

<table>
<thead>
<tr>
<th>Salary –</th>
<th>Salary for City Planner II- 1 FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Salary amounts include anticipated increases and cost of living adjustments.</td>
</tr>
<tr>
<td></td>
<td>8/20/18 – 9/30/18 (6wks) $6,360.00</td>
</tr>
<tr>
<td></td>
<td>10/01/18 – 9/30/19 $54,835.92</td>
</tr>
<tr>
<td></td>
<td>10/01/19 – 12/31/19 $14,120.25</td>
</tr>
<tr>
<td></td>
<td><strong>Total Salary</strong> $75,316.17</td>
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</table>

<table>
<thead>
<tr>
<th>Fringe Benefits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8/20/18 – 9/30/18 (6wks) $3,826.29</td>
<td></td>
</tr>
<tr>
<td>10/01/18 – 9/30/19 $32,901.13</td>
<td></td>
</tr>
<tr>
<td>10/01/19 – 12/31/19 $8,362.08</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fringe</strong> $45,089.50</td>
<td></td>
</tr>
<tr>
<td><strong>Total HR Expenses</strong> $120,405.67</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Travel –</th>
<th>Travel reimbursement estimated @ 124 miles/month x 18 @ .445/mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Travel and Training</td>
<td>Registration, hotel, travel and per diem $1,000.00</td>
</tr>
<tr>
<td>Communications –</td>
<td>Cell phone, usage costs $960.00</td>
</tr>
<tr>
<td>Operating and Office supplies – Supplies</td>
<td>Paper, pens, folders, copying, postage, etc. $425.00</td>
</tr>
</tbody>
</table>

| Desktop Computer | Dell Optiplex 5050 $1,300.00 |
| Printer | $300.00 |
| Software | $555.00 |
| Data Jack | $250.00 |
| Technology Charges | Computer Network (Provider) $130/month x 18 months $2,340.00 |
| | Software (email) $32/month x 18 months $576.00 |

| Total Operating Expenses | $8,699.24 |

| Sub Total | $129,104.91 |
| Indirect Cost – 15% | $19,365.74 |

| Total | $148,470.65 |
FLORIDA DEPT. OF HEALTH, PINELLAS COUNTY HEALTH DEPT.  
CONTRACT INVOICE

FEE FOR CONTRACTUAL SERVICES  

FROM: City of St. Petersburg  
175 Fifth St. North  
St. Petersburg, FL 33701  

TO: Florida Department of Health, Pinellas County Health Department  
Berta Coutin – HiAP  
205 Dr. M.L.K. Street North  
St. Petersburg, Florida 33701  

PO #:  
SERVICE PERIOD:  

EXPENDITURE TYPE | APPROVED BUDGET | CURRENT REQUEST
--- | --- | ---
Health in All Policies |  |  
Salary/Fringe | $120,405.67 |  
Travel (local) | $993.24 |  
Travel/Training | $1,000 |  
Cell Phone Usage | $960 |  
Operating/Office Supplies | $425.00 |  
Computer/Peripherals | $2,405.00 |  
Technology Charges |  |  
Computer Network (Provider) | $2340.00 |  
Software (email) | $576.00 |  
Indirect Cost | $19,365.74 |  
TOTAL | $148,470.65 | $148,470.65

Total Amount:  
Prepared by:  

Contract Manager to Complete:  
L4-L5: ________ OCA: ____________  
EO: ________ Object Code: ____________  

INVOICE MUST BE RECEIVED BY DOH Pinellas AS A HARD COPY WITH ORIGINAL SIGNATURE.
ACTION DESIRED:

Respectfully referring to the Public Services and Infrastructure Committee, or other relevant committee, a discussion of alternatives to improve affordable housing conditions. Among other things, the discussion should include conditions to be imposed in connection with the receipt of City funding/contracts, grant eligibility requirements, and the current status of Code enforcement related to rental housing conditions.

Brandi Gabbard
Council Member, District 2
ACTION DESIRED:

Respectfully request to refer to the Budget, Finance, & Taxation (BFT) Committee an introductory discussion on the potential of business cooperative developments. Requested presenter is Judith Turner, Executive Director of Florida Cooperative Empowered Economic Development.

BACKGROUND:

A Cooperative is a business owned and/or operated by the people who use and/or create its services. Cooperatives have the potential to multiply wealth within the community because owners are local, not remote shareholders. Food co-ops have a jobs multiplier effect of 1.6, compared with 1.36 from traditional food stores. Cooperatives extend opportunity of entrepreneurship to many without the capital or resources to start a new business.

Cooperative business development is yet another business development tool that could be included in our city’s economic and business development plan and budget to help address gaps and opportunities the private sector typically does not address.

At least 10 cities fund cooperative business, and more than 40 cities support community wealth building that includes cooperative development.

Ms. Turner is an expert on cooperative business models and development, and a career business owner with close to 20 experience working in St. Petersburg.

Darden Rice, Council Member
District. 4
TO: Members of City Council

DATE: June 25, 2018

COUNCIL DATE: July 12, 2018

RE: Referral to HERS committee for a recommendation to fund an Urban Forestry Program

ACTION DESIRED:

Respectfully request to refer to the Health, Energy, Resiliency and Sustainability Committee a discussion on funding of an Urban Forestry Program.

BACKGROUND:

St. Petersburg today benefits from the tree planting efforts of our predecessors. The problem is that, even under the best intentions, we suffer from an inefficient, confusing, decentralized grouping of nine departments that react to various tree issues in an uncoordinated and wasteful way. (See attachment) Despite allocating $500,000 of BP funds for new plantings along visible corridors, it took a year to overcome inner bureaucracy to plant trees that City Council budgeted.

Importantly, citizens dealing with tree removal requests or problem reports can get bounced around between as many as nine different departments that deal with different aspects maintaining, planting, and/or conserving trees with disappointing outcomes and a frustrating process. There is no tree canopy analysis that provides information and measurements to guide our actions.

St. Pete needs a centralized manager to provide leadership and to reduce the duplication of staff time and resources that we lose when nine different departments deal with tree issues. Furthermore, and even more importantly, the city needs an approach that recognizes the values of trees as green infrastructure and manage it accordingly. This approach is in line with city’s budgeting pillar of values; 1) impactful service, 2) accountable leadership, 3) responsive processes, 4) stewardship and fiscal responsibility, 5) innovation, and 6) sustainability.

This NBI seeks a council committee discussion about budget priorities for an Urban Forestry Program as well as community engagement processes through City Beautiful Commission and/or an advisory group of some format.

Please note that the Administration, especially the Office of Sustainability and Resiliency, has been closely engaged in advance of my request. The presentation will reflect strong input from Administration about how such an Urban Forestry Program, if funded, would be operationalized in a way that has administrative input and support.

Darden Rice, Council Member
District. 4

Attachment
DEPARTMENTS RELATED TO DAY-TO-DAY TREE PLANTINGS & MAINTENANCE

Development Review Services Division: Interim Zoning Official, Corey Malyszka; Shane Largent, Urban Forester
- Review of Tree Removal Permits
- Review of Development Plans and Permits for compliance with Chapter 16 regulations

Development Review Services Division Procedures:
- Processing Tree removal permit applications
- Processing appeals to tree permit denials
- Review during DRC case processing
- Daily consultations regarding development proposals
- Review of residential and commercial development plans
- Handouts on tree preservation requirements and Grand Trees

Codes Compliance Department: James Corbett, Director
- Investigation of reports regarding tree removal
- Enforcement actions regarding Land Development Regulations

Pinellas County Water and Navigation: David Walker
- Permits for Mangrove Trimming
- Investigation of Mangrove Trimming/Removal

Urban Planning & Historic Preservation Division: Derek Kilborn, Manager
- Processing amendments to Land Development Regulations

Parks & Recreation Department, Forestry Division: Michael Vineyard, William Olive, Linda Seufert
- Trees on City property including parks and golf courses
- Some right-of-way trimming and street overhangs as possible (no regular maintenance schedule), raise ups, alley ways as possible
- City Beautiful Commission Gift Tree Program 1997-2015 & Gizella Kopsick Aboretum
- Memorial Tree Program
- Tree inventory, 2012 for parks and public right-of-ways

Stormwater, Pavement, and Traffic Operations: John Norris, Director; Pending Staff Hire, Ops Foreman/Arborist
- Trees in medians, FDOT right-of-way, site-specific right-of-way depending on contract
- Palm tree trimming
- Utility right-of-way/Lake Maggiore fertilizer and landscape
DEPARTMENTS RELATED PROJECTS & PROGRAMS

Engineering & Water Resources: Brejesh Prayman, Director, John Palenchar, Interim Director; Tony Seufert
  ▪ Technical review before removal permit goes to codes?
  ▪ DOT Coordination (Sharon Heal-Eichler) approx. $1 million per year in tree

Transportation: Evan Mory, Director; Cheryl Stacks, Transportation Manager; Michael Frederick, Neighborhood Transportation Manager
  ▪ Complete Streets Program, Neighborhood Traffic Management

Office of Sustainability & Resiliency (OSR): Sharon Wright, Manager
  ▪ Coordination with community stakeholders
  ▪ Management of BP Settlement Fund Allocation ($500,000)
  ▪ Coordination with City Council Health, Energy, Resiliency & Sustainability (HERS) Committee

City Staff Arborists (working list):
  ▪ Shane Largent, Development Review Services – mainly responsible for tree removal permits
  ▪ Pending new staff, Stormwater, Traffic – Operations foreman; landscape, trees in medians
  ▪ Mike Vineyard, Parks Dept
  ▪ William Olive, Parks Dept
  ▪ Tony Seufert, WR/EN
  ▪ Sydney Lemieux, Boyd Hill
  ▪ Howard Saytor, Boyd Hill

COMMUNITY RELATED EFFORTS

City Beautiful Commission
  ▪ Assist and promote public programs/activities that will further the beautification and protection of the natural resources in and around St. Petersburg.
  ▪ Assist the Parks and Recreation Department with the initiating, planning, directing and coordinating of the following programs: the Annual City Beautiful Awards, the Gift Tree Program, and the Gizella Kopsick Palm Arboretum including the Brick Program.
  ▪ Assist with the formulation and implementation of City statutes and ordinances concerning property maintenance, beautification standards, signage and natural resources.
  ▪ Advise City Council in matters pertaining to the beautification of the city that will result in a more attractive and well-maintained city.
  ▪ Assist in any other function and duty assigned to it by the City Council.

St. Petersburg Residents & Business
  ▪ Responsible for trees in right-of-way (in front of house, business similar to requirement for mowing around sidewalk area, etc.)
St. Petersburg Sustainability Council (SPSC)
  - “Year of Tree” and community engagement

“Concerned Citizens” Landscape and Trees Working Group
  - Worked with city staff for 1+ years to update code
  - Some desire for another phase of this working group

_Current Options for citizen involvement_
  - Initiate text amendment, through Urban Planning Division
  - Ad hoc involvement through citizen groups, Mayor’s Action Center, sustainability office, the several other departments that receive calls

**DEVELOPMENT OF URBAN FORESTRY PROGRAM**

**WHAT:** Urban Forestry Program
**WHY:** Community demand, water, air, health, shade, grow smarter, +more
**NEEDS:** Centralized manager, funding, canopy analysis & city and neighborhood goals, consistent planting & maintenance methods w/field staff training

Possible Incremental Solutions
  - Convene a Tree Advisory Council (TAC) of arborists, LAs, Citizens (3-4 times per year)
    - Update: was recommended to use CBC as a start; tentative trial agreement from CBC, but not started/unclear path; there are vacancies on the CBC.
  - Hire 1 full-time staff
    - Zoning under Shane
    - Stormwater under forestry manager/arborist
    - Staff the CBC advisory piece (Linda S. staffs other)
    - Coordinate work and issues among depts.
    - Outreach
    - Grants

Note:
  - Tree Removal Fees projected for 2016 was around $28,000 final numbers pending. ($68,240 for 2014 + 2015);
  - Up to $1 million/yr from DOT when available + more
Respectfully requesting to the Budget, Finance, and Taxation Committee, that the City Floodplain Manager, Sustainability Coordinator, and other necessary staff explore options for, and provide a presentation on, creating a grant or incentive program for homeowner hurricane mitigation efforts in repetitive loss neighborhoods as determined by FEMA.

Brandi Gabbard
Council Member, District 2
TO: Members of City Council

DATE: June 21, 2018

COUNCIL DATE: July 12, 2018

RE: Funding for First Night St. Petersburg

ACTION DESIRED:
Respectfully requesting that the St. Petersburg City Council allocate $40,000 to First Night St. Petersburg and request that administration provide this funding to the organization.
TO: Members of City Council

DATE: July 2, 2018

COUNCIL DATE: July 12, 2018

RE: Discussion of Brown and Caldwell’s delay on providing City Council with a copy of Draft Technical Memorandum No. 3, 3rd Party Recommendations of CHP and Biogas upgrading and what are the legal options regarding Guild’s reported failure to fulfill contractual obligations.

ACTION DESIRED:

Respectfully requesting a referral to the Public Services and Infrastructure Committee (or another appropriate committee) on the above referenced item.

BACKGROUND:

Over a year ago, the St. Petersburg City Council voted to insert language into the City’s standard A/E contract requiring consultants to submit final and draft reports to each City Council member at the same time such a report is submitted to City staff. This action was taken in response to a previous study from Brown and Caldwell, which no elected official and many top water resources staff claimed to have never seen. This report contained information warning the City against closing the Albert Whitted Wastewater Treatment Plant.

Despite this requirement, and despite the history of elected officials not being informed of previous reports, the St. Petersburg City Council did not receive a copy of DRAFT Technical Memorandum No. 3, 3rd Party Recommendations for CHP and Biogas-upgrading until Thursday, April 26, 2018. The document says that it was sent to Diana Smilieva on February 8, 2018. Brown and Caldwell are contractually obligated to provide such records to City Council at the same time they send them to city staff. This appears to have not happened in this case. I would like to discuss how and why this happened and how we can prevent such delays from happening in the future.

In addition, the above referenced Technical Memorandum contains information that is of paramount public interest, and that was not shared with the City Council and the public in a timely fashion. On page A-6 of this report, under the heading Risks and Potential Disadvantages of this Approach, it says:
“Uncertainty on Guild equipment life and parts costs. The contract that was used to sole source Guild for the gas-upgrading system was largely ignored by that vendor after the bid period (due principally to a change in that company’s management). As part of this, the installed system has Guild’s standard parts, and the more corrosion resistant stainless-steel construction that was specified (and intended to prolong the life of the original system) was not provided.”

I would like the City Attorney’s office to be prepared to discuss our legal options regarding Guild not living up to its contractual obligations.

Steve Kornell, Council Member
District 5
ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE

Report
June 14, 2018
8:00 – City Hall – Room 100

Present: Chair Charles Gerdes, Vice Chair Ed Montanari, Darden Rice, Amy Foster, and Gina Driscoll (alternate).

Also: Council Member Brandi Gabbard; Council Member Lisa Wheeler-Bowman; Council Member Steve Kornell; Chief Assistant City Attorney, Jeannine Williams; City Administrator, Dr. Kanika Tomalin; Assistant City Administrator, Tom Greene; Public Works Administrator, Claude Tankersley; Neighborhood Affairs Administrator, Robert Gerdes; Budget and Management Director, Elizabeth Makofske, Housing and Community Development Director, Joshua Johnson; Housing and Development Coordinator, Lynn Farr; Assistant City Attorney, Kim Streeter; Billing and Collections Director, Tammy Jerome; Administrative Aide to City Council, Kewa Wright; Senior Deputy City Clerk, Cathy E. Davis

A. Call to Order
Chair Gerdes called the meeting to order at 8:00 am with the above persons present.

B. Approval of Agenda
CM Foster made a motion that the agenda be approved. All were in favor of the motion. (Rice was absent during vote)

C. Approval of Minutes – May 31, 2018
CM Foster made a motion that the minutes be approved. All were in favor of the motion. (Rice was absent during vote)

D. New/Deferred Business

1a. Approval of Draft Consolidated Plan and Proposed Budget

Mr. Johnson addressed the committee and presented the FY18/19 annual action plan summary. He outlined the citizen participation and planning process efforts made to broaden participation. Mr. Johnson identified those categories that were approved for funding and the amount awarded to them.

CM Foster made a motion to approve a resolution to advertise the draft FY2018/19 Annual Consolidated Action Plan. All were in favor of the motion.
Mr. Greene briefly introduced and thanked staff that for their contribution with the Utility Rate Study process. Immediately following, Mr. Tankersley introduced Eric Grau, Managing Consultant of Stantec, who presented the FY19 Utility Rate Study. Mr. Tankersley also informed the committee that the Utility Rate Study had been expanded to three departments and two administrations. In addition, he advised the committee that the process has been accelerated and is a month ahead of schedule.

Mr. Grau began the presentation by providing a timeline for implementing the proposed FY19 draft utility rates, which also include a revenue sufficiency analysis for water resources, sanitation and the stormwater fund. The following are the proposed FY19 rate increases:

<table>
<thead>
<tr>
<th>Service</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>4.00%</td>
</tr>
<tr>
<td>Reclaimed Water</td>
<td>14.50%</td>
</tr>
<tr>
<td>Wastewater</td>
<td>8.50%</td>
</tr>
<tr>
<td>Stormwater</td>
<td>10.00%</td>
</tr>
<tr>
<td>Sanitation</td>
<td>5.25%</td>
</tr>
</tbody>
</table>

For a typical customer utility bill based on 4,000 gallons, the rate will increase 8.21% for those who use reclaimed water and 6.63% for those who do not use reclaimed water. Mr. Grau explained the Water Resources rate history and its comparison to national trends according the U.S Consumer Price Index – Water & Sewerage Maintenance Series. He pointed out the significant increase in FY18 was due to the Capital Improvement Program and the consent order. Mr. Grau showed a combined bill comparison chart with other municipalities within the Tampa Bay area. While St. Petersburg was listed as the third highest on the list with respect to typical monthly residential water and sewer bills, Mr. Grau explained that systems are configured different within each municipality, as well as their rate structures. (Examples were provided). A FY18 bill comparison of St. Petersburg vs Tampa was presented and showed that Tampa has not raised rates since October 2011. However, it was noted that Tampa will eventually have to raise rates to keep pace with inflationary increases to the cost of maintaining its current level of service requirements.

Mr. Grau provided a preliminary draft of the wholesale rate increases. Wholesale water will increase 4.6% and wholesale wastewater will increase 21.6%. These increases are driven principally by significant increases to the Capital Improvement Program. One key issue that Mr. Grau discussed was phasing-in the 25% outside city surcharge over a multi-year period to the City of Gulfport to alleviate some of the impacts such increases will present given a proposed 21.6% wastewater increase. However, Attorney Streeter informed the committee that according to City Code, upon expiration of existing contracts, the outside city surcharge must be applied to Gulfport. It may be problematic to phase-in the outside city surcharge when other wholesale customers are paying that surcharge. Attorney Streeter also pointed out that City Council authorized staff to issue a notice to
Gulfport that a new agreement would be required upon expiration of the existing agreement on October 5, 2018.

In presenting the full cost recovery options for reclaimed water, Mr. Grau suggested that the timeline be extended to FY22 with yearly increases of 14.5% to achieve full cost recovery. This will have little impact upon the typical water and sewer bill. (The original recovery option was to achieve full cost recovery by FY20 with yearly increases of 25.5%). CM Kornell expressed concerns about reclaimed water recovering 100% of its cost and suggested that a portion of it should be recovered.

CM Montanari requested that his new business item that was submitted in January on the expansion of reclaimed water be scheduled for a Committee of the Whole before we get too far along in the utility rate current schedule. CM Montanari also inquired about the chart that showed the comparison to national trends that was discussed earlier and had concerns about the rates increasing 10% each year (cumulatively). CM Montanari requested information on how many customers have a 5/8” meter. (Currently, approximately 94% of meters are 5/8’ meters.) CM Montanari also requested staff provide information on how much revenue is generated from reclaimed water. (FY18 is estimated to be $4.2 million in revenue)

CM Gerdes inquired about the operation of our wastewater and when it is no longer an expense to wastewater and becomes an expense to reclaimed water. Mr. Tankersley explained the wastewater treatment process and the reclaimed water process and how the expenses are both allocated. CM Rice commented on some important decisions that City Council would have to consider regarding the future of water supply that is being discussed at Tampa Bay Water.

**Stormwater**

In presenting the stormwater rate history, Mr. Grau pointed out how the rates did not change much from FY08 to FY16. In FY17, there was an increase of $2.16 in recognition of the forthcoming increase to the 2016 A-bonds. In the stormwater capital plan, Mr. Grau advised the committee that an estimated future capital cost was added in the stormwater capital plan to account for unknown future capital requirements associated with the ongoing Stormwater Capital Master Plan. He noted that achieving a 50% cash funding of capital could provide an estimated interest savings of approximately $100 million for funding of the 10-year CIP.

In terms of the stormwater fee increase, Mr. Grau provided a fee comparison chart with other municipalities in the area and stated what some of their increases will be for the upcoming fiscal year. Mr. Grau reminded the committee of the residential tiered rate structure that is underway and that the new rate structure will be revenue neutral. It is slated to be implemented by April 1, 2019.

**Sanitation**

This is the first year of conducting a revenue sufficiency study for the sanitation fund, according to Mr. Grau. In the sanitation rate history chart that was provided, there was no change in rate increases from FY88-96. During the years following FY96, there were a few slight increases, with rates
stabilizing again from FY10-18. In FY15, the City started charging a recycling fee in combination with the collection charge, which is not reflected in the rate history chart.

One of the key challenges for sanitation according to Mr. Grau is maintaining minimum reserve balances that satisfy stated policy targets. The two major anticipated changes to the cost structure that will significantly impact this fund are; 1.) In FY19, the County may potentially increase their tipping fee and 2.) The current recycling contract is set to expire in FY20. Historically, the City has effectively not had to pay for the disposal and handling of recycling due to revenue sharing provisions in its current contract, which will most likely be eliminated upon expiration of the current contract. Therefore, the City may potentially assume an $80/ton charge. Another key challenge is the need for capital expenditures for the sanitation facility project (to be debt funded) and the catch-up replacement of aged fleet.

Mr. Grau presented a rate comparison chart among other local entities. He indicated that he was unsure if there would be any rate increases among those municipalities in FY19 since levels and types of services differ between communities. In addition, Mr. Grau presented an affordability analysis chart and explained the breakdown based on a median income of $48,183 and the impact of the proposed water and sewer increases for those at a lower income range. In recognizing that individuals will have financial hardships with the increased rates, affordability programs were discussed.

Following the presentation, a request was made for staff to explore additional ways to address the affordability issues, including a look at annual direct transfers from the General Fund to the Water Resources Fund, and provide different scenarios and/or a chart that shows how reclaimed rates can be lowered and the resulting impact upon water and sewer rates.

E. Upcoming Meetings Agenda Tentative Issues

1. July 12
   a. Utility Rate Study (Claude Tankersley/Anne Fritz)
   b. Discuss Proposals for the 2018 Management Evaluation – Sanitation (Boriana Pollard)
   c. Adding a Skating Rink to the Southside CRA Weeki Wachee Fund Project List (Lisa Wheeler-Bowman)
   d. Adding an Exercise Zone and Playground in Broadwater Park to the Weeki Wachee Fund Project List. (Lisa Wheeler-Bowman)

2. July 26
   a. External Audit Engagement Letter (Boriana Pollard)
   b. 2018 Management Evaluation – Continued Discussion on Proposals
c. Issuance of Bonds for the Public Utility – Water Resources (Anne Fritz)
d. Audit of Jordan Park (Steve Kornell)

F. New Business Item Referrals

G. Adjournment

There being no further business, the meeting was adjourned at 9:36 am.
Present: Committee Members - Chair Steve Kornell, Vice Chair Ed Montanari, Council Member Charlie Gerdes, Council Member Amy Foster

Also Present: City Administrator Dr. Kanika Tomalin, Council Member Gina Driscoll, Council Member Brandi Gabbard, City Attorney Jackie Kovilaritch, Assistant City Attorney Jeannine Williams, Public Works Director Claude Tankersley, Engineering Director Brejesh Prayman, Contracts Compliance Manager Stephanie Swinson, and Economic Development Specialist Eric Lavina.

Support Staff: Jayne Ohlman - City Council Legislative Aide

1. Call to order – 10:17 AM
2. Approval of Agenda – CM Gerdes moved to approve, all in favor.
3. Approval of May 31, 2018 Minutes – CM Gerdes moved to approve, all in favor.

4. New Business for June 14, 2018
   a) Update on the Hard to Hire and Apprenticeship Ordinance – Brejesh Prayman, Stephanie Swinson and Eric Lavina

Ms. Swinson began the presentation by explaining the role her department plays in monitoring the compliance of contractors in regards to the Hard to Hire & Apprenticeship Ordinance. Mr. Lavina then explained the way in which the Small Business Enterprise Department oversees compliance with the ordinance.

Mr. Prayman gave a brief overview of how the Ordinance has been implemented and the oversight functions provided by Contracts Compliance, as well as the Greenhouse. Mr. Prayman explained that a streamlined process for monitoring compliance will be possible through a software called B2GNOW. Ms. Swinson stated that this software is used in Hillsborough County and the City of Tampa, so contractors in the area will be very familiar with it. Ms. Swinson also explained that the B2GNOW software will allow the City to track compliance of not only the prime contractor but all subcontractors on a ten-tier level. Ms. Swinson explained that contractors are responsible for logging their information into the software database so that the City can track compliance by viewing how many hours of work are being given to disadvantaged and apprenticeship workers, as well as monthly logs of payments to subcontractors.

CM Driscoll asked if there was a target date for full implementation of the B2GNOW software and Ms. Swinson responded that the contract is currently in review by legal, but she hopes full implementation will be complete in 3-6 months. CM Driscoll asked for clarification on how compliance is measured, whether it is for the entire job or by monthly reports and Mr. Prayman responded that compliance is measured by the overall project through the monthly audits.
CM Foster inquired how the requirement to maintain and make available the lists of apprenticeship programs approved by the State of Florida Department of Education is being monitored and maintained. Mr. Prayman stated that it is part of the bid review process. CM Foster further inquired if there was a way to monitor compliance throughout the entire job, not just in the application process. Mr. Prayman stated that compliance is then monitored through site visits. CM Foster then asked how site visits are executed and how often. Mr. Prayman explained that his construction staff performs site visits randomly, typically each month or pay period, to speak with workers and ask specific questions that speak to contractor’s compliance.

CM Kornell asked about the possibility of amending the wording in Ordinance 283-H Sect. 2-297(a) relating to apprenticeships which currently reads as:

Apprenticeship Participation Percentage. At least ten percent (10%) of all hours of work performed on a major construction project shall be performed by apprentices employed by prime contractors or subcontractors.

CM Kornell inquired what the pros and cons would be if the ordinance was amended to read “apprentices employed by prime contractors or and subcontractors.”

CM Kornell then made a motion on his proposal to change the wording. Mr. Prayman stated that changing the wording may have an effect on the numerous contract negotiations and agreements. City Attorney Jackie Kovilaritch explained that there is wording built into contract agreements that state the contractor must comply with the ordinance(s) as they may be amended from time to time. Dr. Tomalin explained that staff can evaluate what the effects the change in language could have and then return to PS&I to present findings and suggestions. Ms. Kovilaritch asked CM Kornell for clarification on whether he would like staff to return to the committee or return to Council. CM Kornell stated he would prefer staff return with their findings to Council so that there could be a vote on amending the ordinance, however if that is not conducive, CM Kornell stated he would be willing to have the item return to PS&I then go to Council on the same day for a full vote. CM Driscoll asked if staff could return with information on where apprentices are receiving the most opportunity and where opportunity is lacking so that Council can evaluate any imbalance, which may aide in making a decision to change the language in the ordinance.

CM Gerdes asked for clarification on why the suggestion is to amend the language to make the 10% threshold apply to both contractors and subcontractors rather than increasing the entire threshold by a percent or two or more. CM Gerdes emphasized the need to evaluate the real world effects that amending the ordinance would have. CM Montanari expressed concern over the unintended consequences that amending the ordinance could have, such as cost, an increased work load for city staff in procurement and economic development, as well as legal.
CM Kornell restated his motion to amend the language of Ordinance 283-H Sect. 2-297(a) to make the 10% threshold apply to both contractors and subcontractors that have eligible apprenticeships. With all members voting in favor, the motion passed unanimously.

The meeting adjourned at 11:12 AM.
Chair Rice called the meeting to order at 11:30 am and then undertook a roll call to establish the presence of a quorum. The meeting commenced with the following members present: Gina Driscoll, Ed Montanari, Darden Rice, and Lisa Wheeler-Bowman.

Approval of the Agenda and Minutes
Chair Rice called for approval of the agenda. CM Montanari moved for approval of the agenda. All were in favor of the motion. Chair Rice called for approval of the April 12, 2018 Committee Minutes. CM Montanari moved for approval of the April 12, 2018 Committee Minutes. All were in favor of the motion.

New/Deferred Business
Developing Collaborative Strategies to Improve Old Tampa Bay
Chair Rice introduced the first presenter – Ed Sherwood of the Tampa Bay Estuary Program – and emphasized the importance of the environmental aspects of the Howard Franklin Bridge replacement project, the subject of Mr. Sherwood’s presentation.

Mr. Sherwood provided background information on the Tampa Bay Estuary Program (TBEP), which is one of twenty-eight federally-designated programs as well as a state-designated Independent Special District. He then gave a PowerPoint presentation to the Committee first touching on the historical work of TBEP in restoring Tampa Bay’s ecosystem environmental recovery and noting the significant restoration of seagrass beds to 1950’s levels. He then explained TBEP’s work in pursuing causeway alterations for the forthcoming Howard Franklin Bridge reconstruction; TBEP requests that FDOT make several breaches in the western causeway of the Bridge project so as to restore historical circulation patterns in Old Tampa Bay thereby reducing the prevalence of Harmful Algal Blooms and enhancing seagrass growth and recovery in that section of the Bay.
Mr. Sherwood then provided Council Members with a draft letter in which TBEP asks the regional Metropolitan Planning Organizations to support this request for causeway alterations. CM Driscoll moved approval of a Resolution by City Council in support of the letter provided by TBEP. The motion passed unanimously.

**Reducing the distribution of plastic drinking straws**
Chair Rice introduced the first presenter on this new business item: Dr. David Hastings – Professor of Marine Science and Chemistry at Eckerd College. Dr. Hastings provided a powerpoint presentation entitled “Microplastics in Tampa Bay” where he discussed recent research conducted on the prevalence of microplastics taken from different areas of Tampa Bay and emphasized the importance of eliminating the impact of these microplastics through a ban on single-use plastics in the City of St. Petersburg.

Chair Rice then introduced the next presenter: CJ Reynolds - Executive Director, International Ocean Institute-USA and Research Associate, Institute for Marine Remote Sensing, College of Marine Science, University of South Florida. Ms. Reynolds provided a powerpoint presentation detailing her work on the “Clean Community Clean Coasts” initiative – an interdisciplinary research effort to identify cross-sectoral strategies and best management practices for reducing single-use plastics in coastal environments.

Chair Rice then introduced Janet Hall – member of the Sustainability Committee for the St. Petersburg Chamber of Commerce – to discuss the Chamber’s position on strategies for the reduction of single-use plastics. Ms. Hall emphasized that the Chamber is not supportive of a ban on plastic straws and discussed an alternative, market-based strategy that promotes environmentally-responsible businesses, supports a purchasing co-op for local businesses, promotes education and awareness for local residents, and a public-private partnership to finance the deployment of more “water goats” throughout the city for collecting single-use plastic.

Chair Rice introduced the fourth and final presenter: Pete Boland - Owner and Proprietor of The Galley: A St. Pete Tavern. Mr. Boland discussed his experience with and the success of a request-only policy for the distribution of plastic straws at his establishment; he also expressed support for the use of paper straws and other alternatives and for voluntary measures for businesses in lieu of a ban on plastic straws.

CM Driscoll thanked all four presenters submitting that a collaborative and inclusive process is necessary for a successful reduction of single-use plastics in the City of St. Petersburg. She then asked Janet Hall to elaborate on why she believes a request-only ordinance would hurt businesses. Ms. Hall responded that she doesn’t think enough businesses have been engaged to gauge how the entire business community would be adversely impacted, and she advocated for the creation of a stakeholder engagement group to illicit input from all types and sizes of businesses.

CM Wheeler-Bowman expressed concern over enforcing a ban and its impact to businesses, and she conveyed support for the No Straws St. Pete campaign and request-only practices. She
advocated for more public engagement and continuation of the No Straws St. Pete campaign in lieu of a ban on plastic straws.

CM Montanari asked Pete Boland about the impact of the plastic straw reduction on his business savings. Mr. Boland responded that paper straws cost significantly more but that close to one thousand plastic straws are saved through the request-only policy. He estimated that any savings on decreased distribution of plastic straws are absorbed into subsequent purchasing of paper straws or other alternatives. CM Montanari stated that he would like to see a more incentive-based approach to solving the problem of single-use plastics and thanked CM Driscoll for bringing this discussion to the Committee.

CM Kornell mentioned that Mr. Sherwood’s earlier presentation on restoring the health of Tampa Bay connects to this important discussion on the environmental and economic benefits of single-use plastic reduction.

CM Wheeler-Bowman asked Michael Dema about the impact of possible preemption by the Florida State Legislature on plastic straw restriction and whether a City ordinance would be “grandfathered-in.” Mr. Dema responded that preemption does not necessarily preclude “grandfathering”, and he emphasized that the impact would depend on the expressed language of the state statute, which could nullify existing plastic straw restrictions.

Chair Rice thanked all the presenters for their contribution to the Committee discussion. She expressed concern about potential state preemption on the city’s management of plastic straw reduction and the negative externalities that corporations impose on individuals through pollution and related health stressors. She also expressed concern over potentially punitive enforcement mechanisms for any ordinance that passed and would work to make sure businesses weren’t adversely impacted.

Chair Rice expressed her support for a prohibition on plastic straws that included a two-year compliance period for businesses and an exemption for medical facilities with additional consideration for other exemptions brought by concerned stakeholders and meant to prevent undue hardship to businesses. She added that there was a motion on the floor from CM Montanari to support a voluntary effort and that must be addressed first.

Dr. Hastings then submitted that before the Committee voted on the motion to consider that the economic costs of single-use plastic pollution have not been factored into traditional decision-making in regards to externalities imposed on wildlife, habitats, and our coastal shorelines.

CM Driscoll expressed support for a prohibition on plastic straws preceded by a two-year request-only policy that would allow businesses a longer time-frame to come into compliance and manage economic impacts. Mr. Dema discussed the implications for preemption in drafting such an ordinance and informed CM Driscoll that he would provide options for consideration at a later HERS meeting.
CM Kornell submitted his support for an ordinance to be passed in advance of a threat of preemption but to be coupled with more outreach to businesses for voluntary reduction of distribution.

Chair Rice called for a vote on CM Montanari’s motion for a voluntary reduction policy. The motion passed 3-1 with Chair Rice voting against the motion. The approved motion will result in a Resolution being brought before City Council on July 12th for a full vote.

**Relevant Updates & Discussion of Pending Referral Items**
Sharon Wright updating the Committee on the recent success of the tree-planting program with planting ongoing. She indicated that the July and August HERS meetings would include a discussion of the implications of sea level rise on resiliency planning for the City, administrative policies on Envision and LEED certification, and proposed soil moisture sensors for water conservation.

The next Committee meeting has been scheduled for June 26 at 10:30 am.

There being no further business, Chair Rice adjourned the meeting at 12:59pm.
City of St. Petersburg
Housing, Land Use & Transportation Committee Agenda
July 12, 2018 at 10:30 a.m.
Conference Room 100, City Hall

Members: Chair Darden Rice, Vice Chair Lisa Wheeler-Bowman, Amy Foster, Charlie Gerdes
Alternate: Brandi Gabbard

Support Staff: Kayleigh Sagonowsky, City Council Legislative Aide

A. Call to Order and Roll Call
B. Approval of Agenda
C. Approval of June 14, 2018 Minutes
D. New Business
   a. Discussion of reserving Penny for Pinellas funds for affordable housing
      i. Chair Darden Rice, Rob Gerdes, Neighborhood Affairs Administrator
   b. An ordinance amending section 17.5 of the City Code to revise the City’s definitions of very low, low, and moderate income persons to remain consistent with the definitions found in Florida Statute 420.9071; Revising the City’s Workforce Housing Program (WFH) by deleting the middle income category
      i. Stephanie Lampe, Senior Housing Development Coordinator and Joshua Johnson, Housing and Community Development Coordinator
E. August 23, 2018 Tentative Agenda Items
   a. Complete Streets Update
   b. Modifying the South St. Pete CRA Programs
F. Adjourn

Attachments (Information Only):
✓ Vacant and Boarded Properties Report
✓ Housing Awards, Expenditures, and Accomplishments from FY16 to Present
✓ FY 17/18 Consolidated Plan Budget to Actual Report
✓ Multi-Family Affordable Housing Accomplishments
St. Petersburg City Council  
Housing, Land Use, and Transportation Committee Report  
Council Meeting of July 12, 2018

To: The Honorable Chair, Vice Chair, and Members of City Council

From: Housing, Land Use, and Transportation Committee: Darden Rice, Lisa Wheeler-Bowman, Charlie Gerdes, Amy Foster, and Brandi Gabbard (Alternate)

Support Staff: Kayleigh Sagonowsky, City Council Legislative Aide

Re: Housing, Land Use, and Transportation Committee Meeting of June 14, 2018

New Business:

Reserving Penny for Pinellas Funds for Affordable Housing - Chair Rice and Rob Gerdes

Chair Rice began the meeting by directing attention to her new business item which asked that a meaningful amount (to be determined) of the $15 million Penny for Pinellas funds reserved for affordable housing be used for land acquisition for units to house those at 80% of area median income (AMI) or less. Chair Rice then asked Neighborhood Affairs Administrator Rob Gerdes for his input and he provided a short list of ideas for a draft resolution and asked for Councilmembers for their opinions. Mr. Gerdes suggested the resolution use number of units created as the metric, as opposed to percentage of funds, because units are easier to track and it could be complicated to determine how much of the percentages to spend each year. He proposed that 40% of units created be reserved for those at 60% AMI or less, 80% of units for those at 120% AMI or less, and the remaining 20% of units be flexible, going up to 150% AMI or less. He also suggested making every reasonable effort to spend all of the money by 2030.

Councilmember Gerdes asked if using the housing burdened statistic would be more meaningful than the AMI statistic which is sometimes complicated to measure because of varying family sizes. He asked how the two statistics compare and what percentage of St. Petersburg’s families fall into each category. Councilmember Foster said she would like to see those numbers before deciding on which metric to use. Mr. Gerdes said he could come back next month with those numbers and a draft resolution for discussion. Councilmember Gerdes proposed that the following classifications be used in the draft: 50% of units for those at 60% AMI or less, 75% of units for those at 80% AMI or less, 90% of units for those at 120% AMI or less and 10% of units for those at 150% AMI or less. Mr. Gerdes and other Councilmembers agreed to use those numbers in the draft resolution. The item will return for discussion at the July 26th meeting.

Unused Alleys - Liz Abernethy and Michael Dema

Liz Abernethy, Director of Planning and Development Services, began her presentation by reviewing previous Council discussions regarding unused alleys. In the past, she said discussions have centered around maintenance issues and fences that are a violation of City Code. These fences also create a void in maintenance responsibility and can attract undesirable activity to the alley. At the last meeting, staff was asked to investigate
options to streamline the easement vacating process. Currently, 51% of owners must sign a petition and every owner with abutting property must sign off if there is a utility easement that needs to be retained.

Assistant City Attorney Michael Dema researched other jurisdictions and spoke with a colleague in Miami where they automatically retain an easement for the vacation of unused alleys in their single family residential zones. Mr. Dema and Ms. Abernethy suggested implementing a similar process in St. Petersburg. Ms. Abernethy proposed minimum criteria for determining if an alley is truly unused. For example, the alley must not be used for sanitation purposes, not traversed due to existing obstacles, and not used by residents for access. She also suggested providing 30 days notice to neighbors after a resident initiated request is received, rather than requiring 51% of signatures. Councilmember Gerdes suggested lengthening it to 60 days.

If the process is implemented, it would be up to the property owners if they wanted to move their fences to incorporate part of the former alley into their yard. It is already their responsibility to maintain that land, but after the process, they would also become liable for anything that happened on that property. Chair Rice suggested including a grace period in the ordinance so homeowners would have enough time to adjust their fences and get acclimated to the marginally higher insurance and property tax costs. Ms. Abernethy said she would talk to property appraiser to find out how much adding 5-7ft. of lawn would influence taxes.

**Action Taken:** Councilmember Gerdes motioned for staff to draft an ordinance containing the minimum criteria and vacation process for alleys. Ms. Abernethy asked to bundle this proposed ordinance with a group of other LDR changes to make it more efficient for her staff. The motion was unanimously approved.

**Next Meeting**

Scheduled to be held on July 26, 2018 at 10:30 A.M.

**Topics Include:**

- Draft resolution requiring some Penny for Pinellas money be used for affordable housing
- Income category clarifications in workforce housing ordinance
ST. PETERSBURG HOUSING, LAND USE AND TRANSPORTATION COMMITTEE

Meeting of July 12, 2018

TO: The Honorable Darden Rice, Chair, and Members of the Housing, Land Use and Transportation Committee

SUBJECT: A resolution adopting policy goals for the use of funding from the fourth round of the Penny Program for affordable housing purposes. These policy goals include a timeline for the expenditure of funds and specific goals for the household income ranges for which dwelling units will be developed on land acquired with the use of these funds. This resolution will become effective upon adoption.

EXPLANATION: The Penny for Pinellas is a one-cent local option sales surtax program enacted pursuant to Florida Statutes section 202.055(2) for the financing, planning, and construction of infrastructure in Pinellas County (the "Penny Program"). Proceeds from the first three rounds of the Penny Program have provided funding for key countywide facilities and critical community projects in the City, including bridges, roads, sidewalks, stormwater projects, seawalls, recreation centers, libraries, public safety vehicles, fire stations, and the new Police Headquarters currently under construction by the City.

Voters went to the polls and approved the fourth round of Penny Program funding during the November 2017 elections. For the first time, the ballot language included express authorization for the use of Penny Program funds for land acquisition for affordable housing, and City Council resolution 2017-378, which established an allocation for the City’s expected proceeds and a list of representative projects, contained a $15 million line item for “Affordable Housing.” Currently, this funding is budgeted to begin in the CIP program in 2023.

The effective implementation of the program and expenditure of funding is important to City Council and the Administration. To that end, the attached resolution establishes a policy goal to serve the following households:

- 50% of all units constructed on land acquired with Penny Program funds must have tenants whose incomes are at or below 60% of area median income ("AMI")
- 75% of all units constructed on land acquired with Penny Program funds must have tenants whose incomes are at or below 80% of area median income ("AMI")
- 90% of all units constructed on land acquired with Penny Program funds must have tenants whose incomes are at or below 120% of area median income ("AMI")
Based on available data from the Department of Housing and Urban Development, which is incorporated into the attached resolution, establishment and implementation of this policy goal will provide affordable housing to households with the greatest need.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution.

**COST/FUNDING/ASSESSMENT INFORMATION:** No supplemental appropriation is being requested at this time.

**Attachments:** Resolution

**APPROVALS:**

Administration: ___________________________  Budget: ___________________________
RESOLUTION NO. 2018-_____

A RESOLUTION ESTABLISHING POLICY GOALS FOR FUNDING FROM THE FOURTH ROUND OF THE PENNY PROGRAM EXPENDED BY THE CITY FOR THE ACQUISITION OF LAND FOR AFFORDABLE RESIDENTIAL HOUSING PROJECTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Penny for Pinellas is a one-cent local option sales surtax program enacted in Pinellas County pursuant to Florida Statutes section 212.055(2) for the financing, planning, and construction of infrastructure in the County (collectively, the “Penny Program”); and

WHEREAS, voters in County-wide referendums have approved four consecutive rounds of the Penny Program, running from 1990–1999, 2000–2009, 2010–2019, and 2020–2029, respectively, with approval of the fourth round occurring in November 2017; and

WHEREAS, the allocation of the City's expected proceeds from the fourth round of the Penny Program was set forth in City Council resolution 2017-378, along with a list of representative projects that could be funded with those proceeds; and

WHEREAS, that representative projects list included, in the “Citywide Infrastructure” category, a $15 million line item for “Affordable Housing;” and

WHEREAS, according to data from the Department of Housing and Urban Development (“HUD”), 40,805 households, or approximately 40% of all households in St. Petersburg, are considered “cost-burdened” because more than 30% of household income is spent on housing; and

WHEREAS, the HUD data also shows that this problem is most acute for households that are below average with respect to area median income (“AMI”), with 9,580 or 75% of households earning 30% of AMI or less cost-burdened; 9,095 or 79% of households earning between 30%-50% of AMI cost-burdened; 10,540 or 64% of households earning between 50%–80% of AMI cost-burdened; and 4,255 or 41% of households earning between 80% and 100% of AMI cost-burdened; and

WHEREAS, the City Council and the City’s Administration agree that, with respect to funding from the fourth round of the Penny Program that is expended by the City for the
acquisition of land for affordable residential housing projects pursuant to Florida Statutes section 212.055(2)(d)(1)(c) (the “Applicable Funding”), a substantial portion of that Applicable Funding should be used for the benefit of these cost-burdened households; and

WHEREAS, the City Council and the City’s Administration agree that establishing specific policy goals will help ensure that the Applicable Funding is used to provide assistance to these cost-burdened households in a timely manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following policy goals are hereby established for the Applicable Funding:

1. The City will expend a cumulative amount of at least $15 million in Applicable Funding on or before December 31, 2030.

2. With respect to the cumulative total of units in all residential housing projects located on land acquired with Applicable Funding:

   (a) At least 50% of the units will be affordable to individuals or families whose total annual income does not exceed 60% of AMI adjusted for household size.

   (b) At least 75% of the units will be affordable to individuals or families whose total annual income does not exceed 80% of AMI adjusted for household size.

   (c) At least 90% of the units will be affordable to individuals or families whose total annual income does not exceed 120% of AMI adjusted for household size.

BE IT FURTHER RESOLVED that the policy goals established by this resolution are limited solely to the City’s expenditure of the Applicable Funding, and except as explicitly set forth in this resolution, these policy goals are not intended to supersede resolution 2017-378 or otherwise limit the City’s authority to allocate, budget, appropriate, or expend any proceeds from the fourth round of the Penny Program.

This resolution will become effective immediately upon adoption.

Approved as to form and content:

__________________________________________  ______________________________________
City Attorney (Designee)                        Administration
MEMORANDUM

TO: The Honorable Darden Rice, Chair, and Members of the Housing, Land Use and Transportation Committee

FROM: Joshua A. Johnson, Director, Housing & Community Development Department

SUBJECT: An Ordinance amending section 17.5 of the City Code to revise the City’s definitions of very low, low, and moderate income to remain consistent with the definitions found in Florida statute 420.9071; providing for new and revised definitions; revising the City’s Workforce Housing Program (“WFH”) to clarify the actions required related to increases in tenant income; revising the City’s WFH Program to amend the middle income category; revising the City’s WFH Program to clarify that exemptions from floor area ratio (“FAR”) calculations also require compliance with the WFH program; providing for grandfathering provision; and providing an effective date.

DATE: Meeting of July 12, 2018

The Workforce Housing Density Bonus Program a.k.a. Workforce Housing (“WFH”) Program was originally established on December 7, 2007 in order to implement the “workforce housing component” of the Vision 2020 Plan. Since that time 170 workforce housing units have been created using the WFH Program provisions.

On December 7, 2017, City Council established and appointed members to an Affordable Housing Advisory Committee (“AHAC”). The City’s AHAC met regularly from January 2018 through February 2018 to review the incentive strategies set forth in Section 420.9076, Florida Statutes, and to review additional incentive strategies which encourage production and preservation of affordable housing in St. Petersburg. One of the AHAC’s recommendations suggested that the City’s Workforce Housing (“WFH”) Density Bonus Program might be more effective if it were modified to; a) remove the 150% AMI income category and to, b) more clearly and fairly address how tenant income increases will be handled over time. The attached ordinance proposes to implement both suggestions. The ordinance also proposes establishing a “grandfathering” clause for any existing developments that have already recorded WFH Program Agreements, so that the 150% AMI income category would remain valid for those developments.
In addition, a procedural change to the ordinance is also being proposed. The Land Development Regulations found in Chapter 16 of the City Code contain a provision that allows, in certain zoning districts, developments proposing to construct WFH units to exclude the square footage that pertains to the WFH units from the total floor area ratio calculation. The proposed amendment to Chapter 17.5 of the Code now clarifies that developments utilizing the exemption calculation are also required to sign and record a 30-year WFH Program Agreement prior to issuance of a building permit.

The AHAC committee also recommended three additional changes related to the WFH density bonus program be considered to improve the effectiveness of the program:

1. Review the “payment in lieu” option of the WFH provision to increase the amount collected and deposited to the Housing Capital Improvement Project (HCIP) Fund for use in the development of more affordable housing
2. Research the possibility of implementing an increase to the number of WFH bonus units being awarded that would trigger the public hearing requirement from 12 to 24 bonus units
3. Research the possibility of reducing parking requirements when WFH density bonus units are granted.

All three of the changes listed above will require amendments to the Land Development Regulations found in Chapter 16 of the City Code, which are proposed to be brought before the Housing, Land Use and Transportation Committee in September and November.

The Ordinance will be presented to City Council on August 2, 2018 to: 1) CONDUCT the first reading of the proposed ordinance, AND 2) SET the second reading and public hearing for August 23, 2018.

cc: Rob Gerdes, Neighborhood Affairs Administrator

attachment: Draft of Proposed Ordinance
Each year, the City of St. Petersburg anticipates receiving State Housing Initiative Partnership (SHIP) funds for its affordable housing programs. To receive these funds, the City is required to maintain an ongoing process for review of local policies, ordinances, resolutions, and plan provisions that increase the cost of housing construction, or of housing redevelopment, and to establish a tracking system to estimate the cumulative cost per housing unit from these actions for the period July 1 - June 30 annually. This form should be attached to all policies, ordinances, resolutions, and plan provisions which increase housing costs, and a copy of the completed form should be provided to the City’s Housing and Community Development department.

I. **Initiating Department:** Housing & Community Development

II. **Policy, Procedure, Regulation, or Comprehensive Plan Amendment Under Consideration for adoption by Ordinance or Resolution:**

See attached proposed Ordinance

III. **Impact Analysis:**

A. Will the proposed policy, procedure, regulation, or plan amendment, (being adopted by ordinance or resolution) increase the cost of housing development? (i.e. more landscaping, larger lot sizes, increase fees, require more infrastructure costs up front, etc.)

   No   X   (No further explanation required)

   Yes   ___   Explanation:

   If Yes, the per unit cost increase associated with this proposed policy change is estimated to be: $__________________________.

B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

   No   X   (No further explanation required)

   Yes   ___   Explanation:
IV: Certification

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare, and therefore its public purpose outweighs the need to continue the community’s ability to provide affordable housing, please explain below:

CHECK ONE:

☑️ The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

__________________________  Date
Department Director (signature)

☑️ The proposed regulation, policy, procedure, or comprehensive plan amendment being proposed by resolution or ordinance **will increase housing costs** in the City of St. Petersburg. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

__________________________  Date
Department Director (signature)

Copies to: City Clerk (attached to City Council Material)
Housing and Community Development
ORDINANCE NO. ______

AN ORDINANCE AMENDING SECTION 17.5 OF THE CITY CODE TO REVISE THE CITY'S DEFINITIONS OF VERY LOW, LOW, AND MODERATE INCOME TO REMAIN CONSISTENT WITH THE DEFINITIONS FOUND IN FLORIDA STATUTE 420.9071; PROVIDING FOR NEW AND REVISED DEFINITIONS; REVISING THE CITY'S WORK FORCE HOUSING PROGRAM ("WFH") TO CLARIFY THE ACTIONS REQUIRED RELATED TO INCREASES IN TENANT INCOME; REVISING THE CITY'S WFH PROGRAM TO AMEND THE MIDDLE INCOME CATEGORY; REVISING THE CITY'S WFH PROGRAM TO CLARIFY THAT EXEMPTIONS FROM FLOOR AREA RATIO ("FAR") CALCULATIONS ALSO REQUIRE COMPLIANCE WITH THE WFH PROGRAM; PROVIDING FOR GRANDFATHERING PROVISION; AND PROVIDING AN EFFECTIVE DATE

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The St. Petersburg City Code Chapter 17.5, Article III, Sections 17.5-46. Definitions is hereby amended to read as follows:

ARTICLE III. - HOUSING PROGRAM

Sec. 17.5-46. - Definitions.

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

Low-income persons or "low-income household:" means one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80 percent of the median annual adjusted gross income adjusted for family size for households within the state; or 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater. With respect to rental units, the low-income household's annual income at the time of initial occupancy may not exceed 80 percent of the area's median income adjusted for family size. While occupying the rental unit, a low-income household's annual income may increase to an amount not to exceed 140 percent of 80 percent of the area's median income adjusted for family size, except that while occupying a HOME Investment Partnership Program ("HOME") assisted unit, the HOME program regulations at 24 CFR, Part 92 shall apply, and except that increases in income for rental units created pursuant to the Workforce Housing ("WFH") Program found in Chapter 17.5, Article V, shall be treated as specified in Section 17.5-103 (a).
Middle-income persons or "middle-income household" means one or more natural persons or a family, the total annual adjusted-gross household income of which does not exceed 150 percent of the median annual adjusted-gross income adjusted for family size for households within the state, or 150 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater. With respect to rental units, the middle-income household’s annual income at the time of initial occupancy may not exceed 150 percent of the area’s median income adjusted for family size. While occupying the rental unit, a middle-income household’s annual income may increase to an amount not to exceed 165 percent of the area’s median income adjusted for family size.

Moderate-income persons or "moderate-income household" means one or more natural persons or a family, the total annual adjusted-gross household income of which does not exceed 120 percent of the median annual adjusted-gross income adjusted for family size for households within the state, or 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater. With respect to rental units, the moderate-income household’s annual income at the time of initial occupancy may not exceed 120 percent of the area’s median income adjusted for family size. While occupying the rental unit, a moderate-income household’s annual income may increase to an amount not to exceed 140 percent of 120 percent of the area’s median income adjusted for family size, except that while occupying a HOME assisted unit, the HOME program regulations at 24 CFR Part 92 shall apply, and except that increases in income for rental units created pursuant to the WH Program found in Chapter 17.5, Article V shall be treated as specified in Section 17.5-103(b).

Noneconomic development cost means the total amount of acquisition and clearance expenditures as set forth in an approved development plan that exceeds the value of the vacant land or structure to be rehabilitated, as established by an independent appraisal.

Very low-income persons or "very low-income household" means one or more natural persons or a family, the total annual adjusted-gross household income of which does not exceed 50 percent of the median annual adjusted-gross income adjusted for family size for households within the state, or 50 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater. With respect to rental units, the very low-income household’s annual income at the time of initial occupancy may not exceed 50 percent of the area’s median income adjusted for family size. While occupying the rental unit, a very low-income household’s annual income may increase to an amount not to exceed 140 percent of 50 percent of the area’s median income adjusted for family size, except that while occupying a HOME assisted unit, the HOME program regulations at 24 CFR Part 92 shall apply.

SECTION 2. The St. Petersburg City Code Chapter 17.5, Article V, Sections 17.5-96 through 17.5-102 is hereby amended to read as follows:

ARTICLE V. - WORKFORCE HOUSING DENSITY BONUS PROGRAM
Sec. 17.5-96. - Purpose.

The purpose of this article is to:

(1) Create incentives for developers and property owners to provide workforce housing as a part of new development within the City;

(2) Assist in implementing the affordable housing goals, policies, and objectives contained in the comprehensive plan of the City;

(3) Assist in making affordable housing available for employees of businesses that are or will be located in the City;

(4) Maintain balanced housing opportunities in the City to provide housing for people of all income levels;

(5) Assist in implementing planning for affordable housing as required by FS. § 420.907;

(6) Implement the workforce housing density bonus and exemption from FAR calculations opportunities established in the land development regulations adopted by the City.

Sec. 17.5-97. - Definitions.

The following words and terms shall have the meanings set forth in article III of this chapter or as otherwise specified herein.

**Affordable** means that monthly rents or monthly mortgage payments including taxes and insurance and condominium and homeowner association fees do not exceed 30 percent of the median annual gross income for a low-income, or moderate-income, or middle-income household. However, it is not the intent to limit an individual household’s ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of 30 percent, then such payments, including revolving and installment debt, shall not exceed 44.43 percent of the median annual gross income.

**Affordable rents** means that rents for the Workforce housing units are set at or below the Rent Limit by Number of Bedrooms in the unit for the 80% category and the 120% category as published annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership (SHIP) Program. Rents are not required to be calculated for each individual renter household according to their actual income.

**Area median income (AMI)** means the median income for the Tampa/St. Petersburg/Clearwater metropolitan statistical area (MSA) which is adjusted for the household size as calculated and published annually by the United States Department of Housing and Urban Development.

**Density bonus** means an increase in the number of units on a site to provide an incentive for the construction of workforce housing pursuant to this article and which may be allowed by a zoning district either as additional units or as additional FAR (floor area ratio, see section 16.60.010).
Development means a project which includes one or more workforce housing bonus density dwelling units on a property utilizing the bonus density allowed by the zoning district.

Development Review Commission (DRC) means the City’s development review commission.

Median gross household income means the median income level for the Tampa/St-Petersburg/Clearwater MSA, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development, adjusted for household size.

Workforce housing means housing with monthly rents or monthly mortgage payments including taxes, insurance, and condominium or association fees, if any, that are affordable to low and moderate-income persons.

Workforce housing bonus density agreement means a written agreement between an applicant for a development and the City containing specific requirements to ensure the continuing affordability of housing included in a development.

Workforce housing bonus density dwelling unit means any housing subject to the covenants or restrictions of this article.

Sec. 17.5-98. - Scope of application; density bonus.

(a) Any development proposing to utilize the density bonus or the exemption from FAR calculations allowed in a zoning district, as set forth in the City’s Land Development Regulations found in Chapter 16 of the City Code (see informational table in subsection (d) of this section), shall enter into a workforce housing bonus density agreement which shall irrevocably commit the developer and/or property owner to provide a specific number of workforce housing bonus density dwelling units for a minimum of 30 years on the property subject to the development agreement. The agreement shall provide such protections as the City shall require ensuring that such units meet the requirements of this article.

(b) Workforce housing bonus density dwelling units shall be offered for sale or rent at a price which is affordable to income eligible households as set forth in this section. For each multiple of six workforce housing bonus density dwelling units approved:

(1) The first unit shall be offered at 80 percent AMI or below.

(2) The second and third units shall be offered at 120 percent AMI or below.

(3) The fourth unit shall be offered at 150 percent AMI or below.

(4) The fifth unit shall be offered at 80 percent AMI or below.

(5) The sixth unit shall be offered at 150-120 percent AMI or below.

(c) Developments constructing multiples of six workforce housing bonus density dwelling units shall comply with the requirements in subsections (a) and (b) of this section. For a development constructing a number of workforce housing bonus density dwelling units less than a multiple of six (e.g., five units, 27 units (four multiples of six plus three units), 31 units (five multiples of six plus one unit), etc.), a variance to the foregoing requirements
may be requested for that portion of the units less than a multiple of six. Variances may be requested from the Development Review Commission at the time the development is approved; however, the first unit shall always be offered at 80 percent AMI or below. For each set less than six, the units shall be offered in the order set forth above unless a variance to that order is approved.

(d) This informational table does not supersede the zoning district requirements in chapter 16.

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<th>Zoning District</th>
<th>Compatible Future Land Use Category</th>
<th>Max. Density Permitted by Right (UPA/FAR)</th>
<th>Workforce Housing Bonus (UPA/FAR)</th>
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Sec. 17.5-99. - Application for workforce housing bonus density dwelling units.

(a) Any development proposing to utilize the density bonus allowed in a zoning district shall include in the zoning application such information as is required by the POD to ensure compliance with this article, the land development regulations, and the application and procedures in section 16.70.040 for workforce housing and site plan review.

(b) At a minimum, the application shall include:

1. A general description of the development, including whether the development will contain units for rent or for sale;
2. The total number of market-rate units and workforce housing bonus density dwelling units;
3. The number of bedrooms in each unit;
4. The square footage of each unit measured from the interior walls of the unit and including heated and unheated areas;
5. The location in the development of each workforce housing bonus density dwelling unit;
6. If the construction of dwelling units is to be phased, a phasing plan identifying the number of workforce housing bonus density dwelling units in each phase;
7. The estimated initial sale price or monthly rent of each unit;
8. Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the workforce housing bonus density dwelling units if not exactly the same as the other units;
9. The marketing plan the applicant proposes to implement to promote the sale or rental of the workforce housing bonus density dwelling units within the development to eligible households;
10. An accurate legal description of the property, which may require a copy of the title insurance policy or deed for the property;
11. Such other information as may reasonably be required by the POD.

Sec. 17.5-100. - Criteria for location, integration, character of workforce housing bonus density dwelling units.

A development shall comply with the following:

1. Workforce housing bonus density dwelling units shall be mixed with, and not clustered together or segregated in any way, from the market-rate units;
2. The number of efficiency, one, two, and three or more bedroom workforce housing bonus density dwelling units shall be proportional to the number of one, two, and three or more bedroom market rate units (e.g., if 50 percent of the market rate units are two bedroom, then at least 50 percent of the workforce units shall be two bedroom or larger);
(3) If the development is phased, the phasing plan shall provide for the development of workforce housing bonus density dwelling units proportionately and concurrently with the market-rate units;

(4) The exterior appearance of workforce housing bonus density dwelling units shall be similar to the market-rate units and shall provide exterior building materials and finishes of substantially the same type and quality;

(5) The interior building materials and finishes of the workforce housing bonus density dwelling units shall be of substantially the same type and quality as market-rate;

(6) All workforce housing bonus density dwelling units shall comply with the building and construction requirements of article IV of this chapter (the City's Visitability Ordinance);

(7) The minimum size for workforce housing bonus density dwelling units shall be 375 square feet for efficiency units, 500 square feet for one bedroom units, 750 square feet for two bedroom units and 200 additional square feet for each additional bedroom;

(8) Variances to the foregoing requirements may be requested from the Development Review Commission at the time the development is approved. A request for a variance to a site plan with workforce housing bonus density units may be made to the development review commission.

Sec. 17.5-101. - Workforce housing bonus density agreement.

(a) Prior to the approval of any development order or permit (including the issuance of a building permit or the public hearing for any approval) for any development in which a density bonus is requested, the applicant shall enter into a workforce housing bonus density agreement with the City. The agreement shall set forth the commitments and obligations of the applicant to ensure compliance with this article.

(b) The applicant shall execute any and all documents deemed necessary by the City in a form to be established by the City, including, without limitation, restrictive covenants, protective covenants, deed restrictions, and related instruments (including requirements for income qualification for tenants of rental units) to ensure the continued compliance with this article.

(c) Restrictive covenants or deed restrictions and other required documents shall specify that the title to any workforce housing bonus density dwelling units shall only be transferred with prior written approval by the City. The sole purpose of this approval shall be to ensure that any transfer complies with the requirements of this article and other Codes and development orders or permits and conditions thereof. Such written approval shall be executed by the City Administrator and approved as to form by the City Attorney or his designee before it is effective.

Sec. 17.5-102. - Affordability controls.

(a) The POD shall promulgate such forms and rules as are necessary to implement this article. On an annual basis, the POD shall make available copies of the U.S. Department of Housing
and Urban Development household income limits and rental limits applicable to Workforce Housing Bonus Density Dwelling Units.

(b) The owner of a development consisting of rental workforce housing bonus density dwelling units shall submit an annual report before June 1 of each year, for the preceding calendar year, to the City identifying which units are workforce housing bonus density dwelling units, the monthly rent for each unit, vacancy information for each month for the prior year, monthly income for tenants of each units, and other information as required by the City. The annual report shall contain information sufficient to determine whether tenants met the requirements of this article.

(c) For any sale of workforce housing bonus density dwelling units, the purchaser shall execute and record such documentation as required by the workforce housing bonus density agreement and this article. Such documentation shall include, at a minimum, each of the following:

1. A workforce housing bonus density agreement for renter occupied workforce housing bonus density dwelling units. Such units shall be occupied by income eligible households for a period of 30 years from the date of the initial certificate of occupancy.

2. A workforce housing bonus density agreement for owner occupied workforce housing bonus density dwelling units. Such units shall be conveyed subject to restrictions that shall ensure compliance with this article and the workforce housing bonus density agreement for income eligible households for a period of 30 years from the date of the first sale of each unit.

(d) The owner of workforce housing bonus density dwelling units which are for lease shall execute and record such documents as are required by the workforce housing bonus density agreement and this article. No lease shall be executed until the household income has been verified in writing by the City. Such documentation shall include, at a minimum, the following information:

1. The workforce housing bonus density dwelling units shall be leased to and occupied by income eligible households.

2. The workforce housing bonus density dwelling units shall be leased at rent levels affordable to income eligible households for a period of 30 years from the date of the initial certificate of occupancy. Maximum rents for workforce housing units are to be set at or below the 80% and 120% Rent Limit by number of Bedrooms as published annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership (SHIP) Program. Rents may be set below the maximum as market conditions may require.

3. Subleasing of workforce housing bonus density dwelling units is not allowed without the express written consent of the POD which shall not be unreasonably withheld if the sublessee and lease meet the requirements of this article.

Sec. 17.5-103. - Increases in Income
(a) With respect to an 80% of AMI WFH rental unit, the household's annual income at the time of initial occupancy may not exceed 80% of the area's median income adjusted for family size. While occupying the WFH rental unit, if the income of the household increases (but does not increase to a level above 120% AMI), then the 80% unit would not need to be replaced by another comparable unit and the tenants rent is not adjusted. Once the tenant's income rises above the 120% AMI threshold, then the unit will be considered a 120% unit and the next available unit of the same bedroom size shall be rented to an 80% AMI household at the 80% rent referenced in Section 17.5-102 (d)(2).

(b) With respect to a 120% of AMI WFH rental unit, the household's annual income at the time of initial occupancy may not exceed 120% of the area's median income adjusted for family size. While occupying the WFH rental unit, if the income of the household increases (but does not increase to a level above 150% AMI), then the 120% unit would not need to be replaced by another comparable unit and the tenants rent is not adjusted. Once the tenant's income rises above the 150% AMI threshold, then the unit will be considered a market rate unit and the next available unit of the same bedroom size shall be rented to an 120% AMI household at the 120% rent referenced in Section 17.5-102 (d)(2).

Sec. 17.5-1044. - Enforcement; violations.

(a) It is a violation of this article to fail to file an annual report on or before June 1 of each year. Any violation shall be subject to daily fines by the Code Enforcement Board.

(b) It is a violation of this article to rent, sell or initially occupy any workforce housing bonus density dwelling unit if the household is not income eligible as required by this article.

(c) It is a violation of this article to knowingly give false or misleading information relating to this program to any the City employee.

(d) It is a violation of this article for any person to participate, in any way, in any sale of a unit or lease of a unit which violates any provision of this article or the workforce housing bonus density agreement. The term "participation" includes act, or failure to act, of the buyer, seller, lender, realtor, title insurer, surveyor, or any other person which makes a violation of this article or the workforce housing bonus density agreement to occur. The fine for each violation of this article shall be $500.00. Each day shall be a separate violation.

(e) The City may enforce this article and the terms of a workforce housing bonus density agreement by request for injunction. If the City obtains an injunction, the defendant shall pay all costs incurred by the City in obtaining the injunction, including but not limited to attorney's fees.

(f) Notwithstanding the foregoing, the City may use any lawful method to enforce this article and the terms of a workforce housing bonus density agreement, including those specifically identified in section 1-7.
SECTION THREE. Coding: Words that are struck through shall be deleted from the existing City Code and words which are underlined shall be added to the existing City Code. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

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

SECTION FIVE. Grandfathering Provisions. The provisions of this ordinance that delete the middle income category shall be deemed effective only for workforce housing bonus density agreements recorded after the effective date of this ordinance. The remainder of the provisions or this ordinance shall be deemed effective in accordance with Section Six below.

SECTION SIX. 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 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:

[Signature]

City Attorney or designee

Legal: 00384738.doc
## Housing, Land Use, and Transportation Committee Referrals

**June 27, 2018**

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<tr>
<th>Topic</th>
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<th>Referral Date</th>
<th>Prior Meetings</th>
<th>Referred By</th>
<th>Staff</th>
<th>Notes</th>
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<tr>
<td>Require that some Penny for Pinellas funds be reserved for those at or below 80% AMI</td>
<td>7/12/18</td>
<td>3/15/18</td>
<td>6/14/2018</td>
<td>CM Rice</td>
<td>Gerdes</td>
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<tr>
<td>Amend Multimodal and Water Closet Impact Fees for Affordable Housing</td>
<td>BFT 9/2018</td>
<td>2/15/18</td>
<td>4/19/18</td>
<td>CM Foster</td>
<td>Mory, Palenchar, Gerdes</td>
<td>Highly dependant on County. Staff will know more in September 2018.</td>
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<td>Presentation on Rental Assistance Demonstration (RAD) by the St. Petersburg Housing Authority</td>
<td>TBD</td>
<td>5/22/18</td>
<td>None</td>
<td>CM Rice</td>
<td>SPHA, Gerdes</td>
<td></td>
</tr>
<tr>
<td>Relaxing Parking Requirements for Affordable Housing</td>
<td>TBD</td>
<td>2/1/18</td>
<td>4/19/18</td>
<td>CM Foster</td>
<td>Gerdes</td>
<td></td>
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<tr>
<td>Missing Middle Zoning Including Multi-Unit Infill in NT</td>
<td>TBD</td>
<td>11/30/16</td>
<td>12/15/16, 8/24/17, 10/26/17, 4/19/18</td>
<td>CM Nurse</td>
<td>Abernathy, Gerdes</td>
<td>Resol. 2017-287 was sent on 6/02/17 to Pinellas County. The County will not be moving forward with it.</td>
</tr>
<tr>
<td>Inclusionary Zoning</td>
<td>TBD</td>
<td>11/30/16</td>
<td>12/15/16, 1/26/17, 5/4/17, 4/19/18</td>
<td>CM Nurse</td>
<td>Abernathy, Gerdes</td>
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<tr>
<td>Redevelopment of Mobile Home Parks with Tiny Homes</td>
<td>TBD</td>
<td>05/04/17</td>
<td>10/26/17</td>
<td>CM Nurse</td>
<td>Gerdes</td>
<td>Community outreach efforts will be implemented</td>
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<tr>
<td>Amend FAR Calculations to Increase Financial Support to the Housing CIP Trust Fund</td>
<td>TBD</td>
<td>2/15/18</td>
<td>4/19/18</td>
<td>CM Foster</td>
<td>Abernathy, Gerdes</td>
<td></td>
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<tr>
<td>Consider a Variety of Approaches to Increase the Supply of Affordable Housing</td>
<td>TBD</td>
<td>2/15/18</td>
<td>4/19/18</td>
<td>CM Rice</td>
<td>Abernathy, Gerdes</td>
<td></td>
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</table>
## Proposed Calendar of Affordable Housing Discussions

**Revised: 6/19/18**

<table>
<thead>
<tr>
<th>Date</th>
<th>May 31, 2018</th>
<th>June 14, 2018</th>
<th>July 26, 2018</th>
<th>August 23, 2018</th>
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<tr>
<td><strong>Tasks</strong></td>
<td>✓ Neighborhood Stabilization Program Lots for Affordable Housing ✓ RFP Issued</td>
<td>✓ HLUT Meeting ✓ Additional Activity Centers (Innovation District)</td>
<td>q HLUT Meeting □ Income category clarifications in workforce housing ordinance □ Penny for Pinellas Draft Resolution</td>
<td>q HLUT Meeting □ Modify South St. Pete CRA Programs □ BFT Meeting □ Linkage Fee / Nexus Study</td>
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<td><strong>Timeline</strong></td>
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<td><strong>September 27, 2018</strong></td>
<td>q HLUT Meeting □ Reduce Minimum Lot Area for ADUs □ Modify workforce housing public hearing requirement □ Implement Internally □ Expedited Permitting Policy □ BFT Meeting □ Reduction in MIF □ Council Vote □ Income category clarifications</td>
<td>q Council Vote □ Modify South St. Pete CRA Housing Programs</td>
<td>q HLUT Meeting □ FAR Bonus Structure □ Parking Reductions □ Restructure FAR Payment in Lieu □ Council Vote □ Reduce Minimum Lot Area for ADUs □ Modify workforce housing public hearing requirement</td>
<td>q No HLUT Meeting</td>
</tr>
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<td><strong>January 24, 2019</strong></td>
<td>q HLUT Meeting □ Missing Middle Zoning □ Permit ADUs in NS Zones □ Council Vote □ FAR Bonus Structure □ Parking Reductions □ FAR Payment in Lieu</td>
<td>q BFT Meeting □ Linkage Fee/Nexus Study Completion</td>
<td>q Council Vote □ Missing Middle Zoning □ Permit ADUs in NS Zones</td>
<td>q Council Vote □ Linkage Fee/Nexus Study</td>
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<td><strong>February 2019</strong></td>
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<td><strong>March 2019</strong></td>
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<td><strong>April 2019</strong></td>
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<td>Title/Strategy</td>
<td>Description</td>
<td>FY 2016</td>
<td>FY 2017</td>
<td>FY 2018</td>
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<tr>
<td>NFG Rehab/New Construction</td>
<td>Rehabilitation to existing houses and construction of new homes; includes</td>
<td>1,512,331 35,650</td>
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<td></td>
<td>Bright Community Trust construction of homes</td>
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<td>Habitat for Humanity</td>
<td>Home repairs in Southside CRA</td>
<td>70,000 9,982 3 2</td>
<td>75,000 144 7 2</td>
<td>75,000 50,993 7 2</td>
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<td>Habitat for Humanity</td>
<td>City assisted NFMAS to purchase lots for housing</td>
<td>45,000 47,165 3 5</td>
<td>45,000 18,125 3 5</td>
<td>45,000 45,159 3 2</td>
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<td>Housing Counseling Multiple Agencies</td>
<td>Homebuyer education and foreclosure prevention</td>
<td>90,000 7,323 0 291</td>
<td>100,000 118,900 0 307</td>
<td>53,088 42,000 3 63</td>
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<td>Anti Housing Counseling</td>
<td>Homebuyer education and foreclosure prevention</td>
<td>0 66,999 0 0</td>
<td>7,000 1,400 35 21</td>
<td>7,000 9,500 50 43</td>
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<td>Gulf Coast Legal Services</td>
<td>Legal assistance with foreclosure prevention</td>
<td>0 0 0 0</td>
<td>0 6,133 5</td>
<td>36,345 2,194 48 6</td>
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<td>Purchase Assistance</td>
<td>Down payment and closing cost assistance (includes TBOKC/NIMH)</td>
<td>370,000 461,646 35 32</td>
<td>423,443 254,950 40 23</td>
<td>726,884 366,081 63 10</td>
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<td>Barner Free</td>
<td>Disabled Rent.</td>
<td>71,500 91,440 12 2</td>
<td>150,000 121,030 30 2</td>
<td>58,500 126,417 11 3</td>
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<td>Rehabilitation Assistance</td>
<td>Repair Code eligible items</td>
<td>771,715 626,380 33 36</td>
<td>505,835 1,472,130 48</td>
<td>56 1,040,192 456,386 34 45</td>
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<td>Rental Assistance</td>
<td>Up to 3 months assistance to prevent homelessness and up to 6 months to</td>
<td>75,000 7,500 25 4 4</td>
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<td></td>
<td>rapidly re house the homeless</td>
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<tr>
<td>Disaster Repair and Mitigation</td>
<td>Repairs related to emergency or disaster declared by executive order of the</td>
<td>3,897 3,752 0 0</td>
<td>0 0 0 0</td>
<td>0 0 0 0</td>
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<td></td>
<td>Governor</td>
<td></td>
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<tr>
<td>Rental Rehabilitation</td>
<td>Rehabilitation to multi family developments (maximum $66,000/development)</td>
<td>0 0 0 0</td>
<td>175,001 0 2</td>
<td>84,953 0 2</td>
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<td>Multi-Family</td>
<td>New Construction/Preservation</td>
<td>398,000 0 0</td>
<td>260,000 130,200 50 53</td>
<td>420,000 890,214 53</td>
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<td>Single Family New Construction to Assist</td>
<td>New construction for single family first-time, income eligible homebuyer</td>
<td>100,000 153,054 10 7</td>
<td>100,000 60,000 5 8</td>
<td>0 0 0 0</td>
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<td>Developers with matching funds</td>
<td>within 12 months of construction completion</td>
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<td>Community Housing</td>
<td>Acquisition of property for construction of 26 units of affordable rental</td>
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<td>0 0 0 0</td>
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<td>Development Organization</td>
<td>housing</td>
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<tr>
<td>PAL</td>
<td>NFMAS</td>
<td>165,000 66,950 1 0</td>
<td>338,200 0 0</td>
<td>0 0 0 0</td>
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<td>Community Housing</td>
<td>NFMAS</td>
<td>200,000 47,080 25 24</td>
<td>230,480 176,438 25 25</td>
<td>230,480 213,774 25 25</td>
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<td>Development Organization</td>
<td>Bright Community Trust</td>
<td>211 Tampa Bay Area</td>
<td>0 0 0 0</td>
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<td></td>
<td>- RBC Initiative</td>
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<tr>
<td></td>
<td>Provide up to 6 months to rapidly rehouse the homeless</td>
<td>80,761 49,307 20 10</td>
<td>83,476 75,091 40 35</td>
<td>28,360 25,148 16 20</td>
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<td>Catholic Charities</td>
<td>0 0 0 0</td>
<td>0 4,900 0 2</td>
<td>28,360 0 9 0</td>
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<td>St. Vincent de Paul</td>
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<td>TOTAL HOUSING</td>
<td>2,960,204 1,478,184 167</td>
<td>413 2,973,636 2,416,154 195 134</td>
<td>3,996,154 3,516,175 354 337</td>
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<tr>
<td>Title/Strategy</td>
<td>Description</td>
<td>FY 2018</td>
<td>FY 2017</td>
<td>FY 2016</td>
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<tr>
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<td>Goals</td>
<td>Accomplishments as of June 30, 2018</td>
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<td>211 Tampa Bay Cares</td>
<td>Referral service to homeless persons</td>
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<td>211 Tampa Bay Care</td>
<td>Operating support for YRB Information Network</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>Boaty Centers</td>
<td>Operating support for safe haven - 15 East Street South</td>
<td>60,000</td>
<td>15,406</td>
<td>25</td>
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<td>Catholic Charities</td>
<td>Operating support for Pinellas HOPE</td>
<td>25,512</td>
<td>154</td>
<td>605</td>
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<td>CASA</td>
<td>Operating support for emergency shelter</td>
<td>26,185</td>
<td>49,107</td>
<td>262</td>
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<td>Homeless Leadership Board</td>
<td>Operating support for FRMIS Information Network</td>
<td>0</td>
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<td>0</td>
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<tr>
<td>Louise Graham</td>
<td>Matching funds to purchase handicap accessible 12-passenger van for transporting clients</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>New Frontiers</td>
<td>Operating support for 12 step program for recovering alcoholics and substance abuse</td>
<td>9,322</td>
<td>25,771</td>
<td>see below</td>
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<tr>
<td>Pinellas Opportunity Council</td>
<td>Assist the elderly with house cleaning and yard work</td>
<td>30,522</td>
<td>377</td>
<td>47</td>
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<tr>
<td>St. Vincent dePaul</td>
<td>Provide funding for purchase of food/supplies (FY 2014): provide funding to pay night shelter staff salary and benefits (FY 15, 16, 17, 18)</td>
<td>60,283</td>
<td>0</td>
<td>625</td>
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<td>Westcare</td>
<td>Operating support for transitional housing</td>
<td>23,288</td>
<td>39,922</td>
<td>see below</td>
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<td>Westcare</td>
<td>Operating support for inpatient receiving center (Turning Point)</td>
<td>22,283</td>
<td>176</td>
<td>475</td>
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<td>YMCA</td>
<td>Operating support for educational programs after school and summer in tutoring to youth</td>
<td>10,402</td>
<td>22,283</td>
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<td>TOTAL PUBLIC SERVICE</td>
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<td>Title/Strategy</td>
<td>Description</td>
<td>FY 2018</td>
<td>FY 2017</td>
<td>FY 2016</td>
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<td><strong>CAPITAL PROJECTS</strong></td>
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<tr>
<td>Brookwood Florida</td>
<td>Replace security lighting (FY 15); painting of exterior of buildings (FY 16); renovate restrooms (FY 17); and upgrade HVAC systems (FY 18)</td>
<td>17,862</td>
<td>155,716</td>
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<td>CASA</td>
<td>Rehabilitation of administration building at 1011 1st Avenue North</td>
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<td>Family Resources</td>
<td>Replacement of flooring at 3745 5th Avenue North</td>
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<td>0</td>
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<td>First Tee</td>
<td>Construction of a mentoring center at Twin Brooks Golf Course</td>
<td>0</td>
<td>16,402</td>
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<td>Sanderling Center</td>
<td>Rehabilitation of facility at 2395 22nd Avenue South</td>
<td>115,000</td>
<td>12,308</td>
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<td>Neighborhood Home</td>
<td>Replacement of HVAC at 1600 Dr. King or Street South</td>
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<tr>
<td>Solutions</td>
<td>Replacement of HVAC, interior/exterior painting, and repaving of parking lot at 440 10th Avenue South</td>
<td>26,997</td>
<td>5,360</td>
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<td>New Frontiers</td>
<td>Rehabilitation of facility at 1529-1531 18th Street South</td>
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<td>89,468</td>
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<td>Freitas Ex Offender Reentry Coalition</td>
<td>Replacement of facility at 1529-1531 18th Street South</td>
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<td>PARC</td>
<td>Replace fencing and playground safety surface at 3025-3101 7th Ave North</td>
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<td>Police Athletic League</td>
<td>Funding for replacement of windows, installation HVAC and insulation at 1420 10th Street North</td>
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<td>Police Athletic League*</td>
<td>Rehabilitation of facility at 830 10th Street South</td>
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<td>Y Club Child Care</td>
<td>Rehabilitation facility at 2395 28th Street South</td>
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<td>Westcare</td>
<td>Replacement of flooring (FY 16); replacement of terminal HVAC units (FY 17); and repair/maintenance of vehicular lifts (FY 18) at 1735 Dr. King Street South</td>
<td>26,310</td>
<td>23,281</td>
<td>284</td>
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<td>Westcare</td>
<td>Fund construction of free standing building to house washers/dryers</td>
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<td><strong>TOTAL CAPITAL PROJECTS</strong></td>
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<td><strong>GRAND TOTAL OF PUBLIC SERVICE AND CAPITAL PROJECTS</strong></td>
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* Project canceled 6/26/18
Funding Sources:

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<th>T o</th>
<th>T L</th>
<th>TMC</th>
<th>TMC-FA</th>
<th>CCHT</th>
<th>Total Expended</th>
<th>% Remaining</th>
<th>Commitments/Expenditures</th>
<th>Total Funds Available to Commit</th>
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**Matching Project (formerly 50% R.G. Program)**

- Community Assistance Program (CAP): $57,470.00 (100% Me)
- Home Repair Program (Heat and Toilet): $50,000.00 (100% Me)
- Purchase Assistance (UPA) Program: $20,000.00 (100% Me)
- Tampa Bay Community Development Corporation (TB CDC): $50,000.00 (100% Me)
- Doral Neighborhood Housing Services (DNHS): $25,000.00 (100% Me)
- Senior Citizens/Retired
  - Whole Assistance (Whole Assistance): $50,000.00 (100% Me)
  - Special Assistance (Special Assistance): $50,000.00 (100% Me)
- Mixed Family Income Assistance (MFA) Program: $100,000.00 (100% Me)
- Mixed-Family-Occupied Rental Assistance (MFO) Program: $100,000.00 (100% Me)
- Neighborhood Reinvestment Program (NRIP): $25,000.00 (100% Me)
- Community Development Program (CDP): $50,000.00 (100% Me)
- Community Development Program (CDP-Senior): $50,000.00 (100% Me)
- Community Development Program (CDP-Mixed): $50,000.00 (100% Me)
- Community Development Program (CDP-Older Adults): $50,000.00 (100% Me)
- Community Development Program (CDP-Older Adult): $50,000.00 (100% Me)
- Community Development Program (CDP-Mixed-Family): $50,000.00 (100% Me)
- Community Development Program (CDP-Senior): $50,000.00 (100% Me)
- Community Development Program (CDP-Mixed): $50,000.00 (100% Me)
- Community Development Program (CDP-Older Adults): $50,000.00 (100% Me)
- Community Development Program (CDP-Older Adult): $50,000.00 (100% Me)
- Community Development Program (CDP-Mixed-Family): $50,000.00 (100% Me)
- Community Development Program (CDP-Senior): $50,000.00 (100% Me)
- Community Development Program (CDP-Mixed): $50,000.00 (100% Me)
- Community Development Program (CDP-Older Adults): $50,000.00 (100% Me)
- Community Development Program (CDP-Older Adult): $50,000.00 (100% Me)
- Community Development Program (CDP-Mixed-Family): $50,000.00 (100% Me)
- Community Development Program (CDP-Senior): $50,000.00 (100% Me)
- Community Development Program (CDP-Mixed): $50,000.00 (100% Me)
- Community Development Program (CDP-Older Adults): $50,000.00 (100% Me)
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### Notes

- **Row 31**: Agreement
- **Row 32**: Agrico - instruments
- **Row 33**: Agrico - Forensic Housing
- **Row 34**: Agrico - Housing
- **Row 35**: Agrico - Housing
- **Row 36**: Agrico - Housing
- **Row 37**: Agrico - Housing
- **Row 38**: Total Housing Assistance
- **Row 39**: Public Facilities Improvement
- **Row 40**: Total Public Facilities Improvement
- **Row 41**: Airport Services
- **Row 42**: Airport Services
- **Row 43**: Total Airport Services
- **Row 44**: Miscellaneous Grants
- **Row 45**: Total Miscellaneous Grants
- **Row 46**: Total Grants and Loans for Housing

### Funding Sources

- **Program Admin**: RES, Infrastructure
- **Program Name**: RES, Infrastructure
- **Total Budget**: 23,996,779.05
- **KGBG**: 0.00
- **HDRB**: 0.00
- **DCO**: 0.00
- **ESP**: 0.00
- **ESP (pld 3)**: 0.00
- **KGBG FUND**: 0.00
- **Total Expense**: 0.00
- **Amount Remaining**: 0.00
- **Commitments/Utilization Covered**: 0.00
- **Total Funds Available to FY2018**: 0.00
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Revised 7-5-2018
All developments funded with SHIP, LHTF and HOME funding with the exception of those designated NSP
File: Multi-family Affordable Housing Accomplishments
St. Petersburg City Council

Meeting of July 12, 2018

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

From: Michael J. Dema, Managing Assistant City Attorney

Subject: An Ordinance approving a substantial change of use of park property at Soreno/Straub Park allowing the construction of a vehicular roundabout in the adjacent right-of-way at the intersection of Second Avenue Northeast and Bayshore Drive Northeast.

Background: In constructing its new St. Pete Pier™ (“Pier”), the City of St. Petersburg (“City”) has designed a site plan for the Pier that includes several transformative features along the City’s waterfront. Some of these features are slated to be located within Charter Park (as that term is defined in Section 21-1 of the City Code) property. Soreno/Straub Park (“Park”) is a Charter-protected park property located in St. Petersburg’s downtown waterfront currently designated as passive park property in Chapter 21 of the City Code. Section 21-79 of the City Code defines substantial change of use of park property, which includes a permanent change of use to a use other than a passive use in a passive park.

The City’s plans for the primary entry point to the Pier at the intersection of Second Avenue Northeast and Bayshore Drive Northeast include the construction of a vehicular roundabout traffic feature located primarily in lands designated as public right-of-way. A portion of the roundabout as it is currently designed is slated to have an impact on the northeast corner of the southern parcel of the Park. This use would constitute a use other that a passive use, which requires a substantial change of use ordinance to be passed by six (6) members of the City Council. Attached is a proposed substantial change of use ordinance, pursuant to City Charter Section 1.02(e), for your consideration. First reading of the ordinance occurred at City Council on June 14, 2018.
ORDINANCE NO.______

AN ORDINANCE APPROVING A
SUBSTANTIAL CHANGE OF USE OF PARK
PROPERTY AT SORENO/STRAUB PARK;
ALLOWING THE CONSTRUCTION OF A
VEHICULAR ROUNDBOUGHT IN THE
ADJACENT RIGHT-OF-WAY AT THE
INTERSECTION OF SECOND AVENUE
NORTHEAST AND BAYSHORE DRIVE
NORTHEAST; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, Section 1.02(e) of the St. Petersburg City Charter ("Charter") allows
the City to substantially change the use of any Charter Park (as defined in Section 21-1 of the
City Code) property only after approval by the City Council of an ordinance receiving an
affirmative vote from at least six (6) Council Members; and

WHEREAS, Section 21-79 of the City Code defines substantial change of use of
park property, which includes a permanent change of use to a use other than a passive use in a
passive park; and

WHEREAS, Soreno/Straub Park ("Park") is a Charter-protected park property
located in St. Petersburg’s downtown waterfront currently designated as passive park property in
Chapter 21 of the City Code; and

WHEREAS, the Park is located adjacent to the right-of-way at the intersection of
Second Avenue Northeast and Bayshore Drive Northeast; and

WHEREAS, the City of St. Petersburg ("City") is currently in the process of
replacing the municipal pier located east of the Park with the new St. Pete Pier™; and

WHEREAS, the City has approved a site plan for the St. Pete Pier™, which
includes the design and construction of a vehicular roundabout ("Roundabout"), for purposes
which include aesthetics and traffic calming functions, as the primary entry point to the St. Pete
Pier™; and

WHEREAS, the design and construction of the Roundabout is slated to have an
impact on the northeast corner of the southern parcel of the Park, as more particularly described
in Exhibit A; and

WHEREAS, the City considers the proposed Roundabout to be a use other than a
passive park use, as those uses are enumerated in Section 21-78 of the City Code; and
WHEREAS, because the proposed Roundabout is a use other than a passive park use, a substantial change of use ordinance adopted in accordance with the Charter is required in order to allow such a use in the Park; and

WHEREAS, the City has provided notice to owners and residents within 200 yards of the Park and has conducted a public hearing, meeting the procedural requirements of Section 1.02(e) of the Charter.

THE CITY OF ST. PETERSBURG DOES ORDAIN;

Section One. The findings made in the foregoing recitals are adopted and incorporated herein as findings of fact by the City Council.

Section Two. The City Council approves a permanent substantial change of use of park property in Soreno/Straub Park for the construction of a vehicular roundabout located adjacent to the right-of-way at the intersection of Second Avenue Northeast and Bayshore Drive Northeast, within the specific boundaries of the area shown on Exhibit A, which is attached hereto and made a part of this Ordinance.

Section Three. 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 Substance:

City Attorney (Designee)

00379497.docx
EXHIBIT A

Description and Sketch
(NOT A SURVEY)

DESCRIPTION:
A portion of land within the REPLAT OF STRAUB PARK as recorded in Plat Book 107, Page 36 of the Pinellas County Public Records and lying in Section 19, Township 31 South, Range 17 East, Pinellas County, Florida, more particularly described as follows:

COMMENCE at the northwest corner of Lot 1, Block 1, REPLAT OF STRAUB PARK, as recorded in said Public Records; thence N89°51'15"E, 260.00 feet along the northerly boundary line of said Lot 1, Block 1 to the POINT OF BEGINNING; thence N89°51'15"E, 26.12 along said northerly boundary line to the northeast corner of said Lot 1, Block 1; thence 81.02 feet along an arc concave easterly with a radius of 7702.33 feet (Delta 00°36'10"", Chord S15°18'29"W 81.02 feet) being the easterly boundary line of said Lot 1, Block 1; thence 33.93 feet along an arc concave westerly with a radius of 466.55 feet (Delta 04°10'00", Chord Bearing N05°30'54"E 33.92 feet); thence 33.11 feet along an arc concave westerly with a radius of 94.00 feet (Delta 20°10'53", Chord Bearing N01°20'52"W 32.94 feet); thence 13.78 feet along an arc concave westerly with a radius of 19.00 feet (Delta 41°33'17", Chord Bearing N32°21'41"W 13.48 feet) to the POINT OF BEGINNING.

Containing 643 square feet, plus or minus.

Surveyor's Notes:
1. Bearings are based on the northerly boundary line of Lot 1, Block 1 which bears N89°51'15"E per the plat of REPLAT OF STRAUB PARK, recorded in Plat Book 107, Page 36 of the Pinellas County Public Records.
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
Professional Surveyor and Mapper
Florida Registration Number 6882

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<td>ENG</td>
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<td>CITY</td>
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2nd Avenue Northeast at
Bayshore Drive Northeast
Southwest Corner

SECTION 19
TOWNSHIP 31 SOUTH
RANGE 17 EAST.

DATE: June 4, 2018
SHEET No. 1 OF 2
Description and Sketch

(NOT A SURVEY)

POINT OF COMMENCEMENT
Northwest corner of Lot 1, Block 1 REPLAT OF STRAUB PARK

2nd Avenue Northeast

N89°51'15"E, 280.00'

Northerly boundary line
Lot 1, Block 1

Southerly right-of-way line
2nd Avenue Northeast

Easterly boundary line
Lot 1, Block 1

NE corner of
Lot 1, Block 1 REPLAT OF STRAUB PARK

26.12'

Area
±643 Square Feet

City of St. Petersburg
Tax Parcel Identification 19-31-17-85570-001-0010
Lot 1, Block 1
Plat of Straub Park
Plat Book 107, Page 36

See sheet 1 of 2 for Description, Signature and Seal.

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2nd Avenue Northeast at Bayshore Drive Northeast
Southwest Corner

SECTION 19
TOWNSHIP 31 SOUTH
RANGE 17 EAST

DATE: June 4, 2018
SHEET No. 2 OF 2
NOTICE OF PROPOSED SUBSTANTIAL CHANGE OF USE
OF A PORTION OF THE SORENO/STRAUB PARK FOR THE PURPOSE OF
CONSTRUCTING A VEHICULAR ROUNDBOUT

NOTICE IS HEREBY given pursuant to Section 1.02 (e) of the St. Petersburg City Charter and Chapter 21, City Code, that the City Council shall consider an ordinance which approves a substantial change of use of a portion of the City of St. Petersburg’s park property known as Soreno/Straub Park (“Park”). A substantial change of use is necessary for the construction of a vehicular roundabout (“Roundabout”) in the adjacent right-of-way at the intersection of Second Avenue Northeast and Bayshore Drive Northeast. The Roundabout will be adjacent to the northeast corner of the Park’s southern parcel, also unofficially known as South Straub Park, and will encroach upon the Park within specific boundaries identified in the ordinance. A reference map is attached to this notice as Exhibit A, which shows the extent of the encroachment of the Roundabout on the Park. The City will make every effort to mitigate impacts to the public’s use of the Park during the construction phase.

On June 14, 2018, City Council will have a first reading and set the second reading and public hearing on an ordinance which approves the substantial change of use for July 12, 2018 at 9:00 A.M., or as soon thereafter as the same may be heard, in Council Chambers, Municipal Building (City Hall) located at 175 5th Street North, St. Petersburg, Florida.

You may contact David Hugglestone, Senior Capital Projects Coordinator, with the City Engineering Department at (727) 893-7861 to receive additional information or provide verbal comments.

If you are the owner or the property manager of a multi-tenant building or facility, or if you are the association for a property in condominium or cooperative ownership, you should provide a copy of this notice to all tenants, businesses, owners or other persons with any interest in this property as soon as possible. Multi-tenant building or facility includes but is not limited to apartment complexes, nursing homes, group homes, hotels, motels, marinas, mobile home parks, campgrounds, community residential homes, etc.
REQUEST

Community Redevelopment Agency recommendation that the St. Petersburg City Council approve the First Amendment to the Amended and Restated Intown Redevelopment Plan (IRP) Interlocal Agreement.

BACKGROUND

The proposed First Amendment (First Amendment) to the Amended and Restated IRP Interlocal agreement will involve two major changes. First, it will reduce City and County annual contributions to the Intown Redevelopment Trust Fund for the duration of the Plan. If the amendments are approved by City Council and the Board of County Commissioners before September 2018 then the City will realize an immediate reduction in its TIF contribution of approximately $2-million – savings that will be returned to the General Fund in FY2019.

The reductions will be made in two phases. Beginning in FY2019, the County’s contribution to the Fund will be reduced from 85 percent to 75 percent, while the City’s contribution will be reduced from 95 percent to 75 percent. Beginning in FY2023, both the County’s and City’s contribution to the Fund will be further reduced from 75 percent to 50 percent.

The First Amendment will also increase by $115 million - from $117.354 million to $232.354 million – the public improvements in the IRP redevelopment program that can be funded by tax increment financing. The $115 million is allocated in the following manner which is reflected in the Revised Table 2 attached to the Interlocal Agreement:

- Investing up to $35 million in TIF funding for projects east of 8th Street for
  - waterfront infrastructure related to resiliency and adaptation measures such as seawalls and marina improvements;
  - transit infrastructure projects; and
  - parking improvements (City TIF only).

- Investing up to $5 million in City and County TIF contributions to rehabilitate historic properties east of 8th Street. “Historic” properties are defined as those listed individually on the Local Register of Historic Places or National Register of Historic Places, or contributing structures in Local or National Register districts;
Investing no less than $75 million in TIF funding for redevelopment infrastructure improvements west of 8th Street related to the redevelopment of Tropicana Field. These improvements could include:

- brownfield mitigation and remediation to enable redevelopment;
- public open space amenities on the site including improvements that support the reactivation of Booker Creek;
- streetscape improvements providing rights-of-way such as alleys, sidewalks, pedestrian facilities and streets that assist in reestablishing the grid network on Tropicana Field and connect it with surrounding neighborhoods;
- transit infrastructure and improvements; and
- parking improvements.

Finally, the First Amendment will delete projects in Revised Table 2 of the IRP redevelopment program that will not be funded with tax increment financing. These include utility improvements, signage, bicycle trails and city marina improvements.

RECOMMENDATION

The St. Petersburg Community Redevelopment Agency recommends that City Council APPROVE the attached resolution.

Attachment: Resolution with Interlocal Agreement
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED INTOWN REDEVELOPMENT PLAN (IRP) INTERLOCAL AGREEMENT ATTACHED AS EXHIBIT A; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED, that the St. Petersburg City Council does hereby approve the attached First Amendment to the Amended and Restated “Interlocal Agreement between the City of St. Petersburg and Pinellas County for the Commitment of Tax Increment Revenues in the Intown Community Redevelopment Area dated April 21, 2005”.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that City Council hereby restates the IRP Interlocal Agreement to include the original agreement and five amendments in one document.

This resolution shall become effective immediately upon its adoption.

Passed by St. Petersburg City Council in regular session on the 12th day of July, 2018.

APPROVED AS TO FORM AND CONTENT: 

City Attorney (Designee) 

APPROVED BY:

City Development Administrator
Exhibit A

First Amendment to the Amended and Restated Intown Interlocal Agreement
Intown Community Redevelopment Area
FIRST AMENDMENT TO THE
AMENDED AND RESTATED
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA
AND
PINELLAS COUNTY, FLORIDA
FOR
THE COMMITMENT OF TAX INCREMENT REVENUES
IN THE INTOWN REDEVELOPMENT AREA

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on this _____ day of August, 2018, by and between the City of St. Petersburg, Florida ("City") and Pinellas County, Florida ("County") (collectively, "Parties").

RECITALS

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act in 1969, as amended, and codified as Part III, Chapter 163, Florida Statutes; and

WHEREAS, the Parties mutually desire to increase the ad valorem tax base of the County and the City within St. Petersburg; and

WHEREAS, in 1981 and 1982 both the County and the City approved certain resolutions and ordinances creating the Intown Redevelopment Area ("Area") located in St. Petersburg and approving the Intown Redevelopment Plan ("Plan") and the creation of a Redevelopment Trust Fund ("Fund") into which tax increment revenues have been appropriated and expended; and

WHEREAS, tax increment revenues are authorized to be expended for projects in the Area, including the financing or refinancing thereof, all as provided in Part III of Chapter 163; and

WHEREAS, the County and City executed the original Interlocal Agreement ("Original Agreement") for the Plan on April 21, 2005, to formalize the obligations of the respective Parties for $95.354 million of approved projects utilizing tax increment financing revenue from the Fund to fund, among other projects, the renovation of the Mahaffey Theater ($21.354 million) and the reconstruction of the Pier ($50 million); and

WHEREAS, the Original Agreement was amended four times, consisting of the following amendments:

1
1. March 21, 2006: to add $2.0 million to the approved project budget to pay for improvements to the Bayfront Center/Mahaffey Theater Complex, now the Duke Energy Center for the Arts, for a total project amount of $97.354 million;

2. December 2, 2010: to decrease the tax increment funds allocated to both Pedestrian System/Streetscape Improvements and Park Improvements projects by $2.5 million each (for a total reallocation of $5.0 million) to pay for improvements to the Salvador Dali Museum and the Progress Energy (now Duke Energy) Center for the Arts; and

3. July 12, 2011: to renumber Table 1B (TIF Funding Required for New Public Improvement Projects, 2005-2035) as Table 2; modify proposed implementation dates of the approved projects; and remove descriptions, proposed timeframes and funding amounts for specific phases of approved projects as shown in the new Table 2; and

4. December 1, 2015: to add $20.0 million for Downtown Waterfront Master Plan Improvements in the Pier District (Pier Approach location), for a total budget of $117.354 million to implement all projects in the Plan throughout the Area.

WHEREAS, on September 14, 2017, the County and the City executed an Amended and Restated Interlocal Agreement ("Agreement"), which replaced the Original Agreement (as amended), reallocated $14.0 million in tax increment funds previously allocated for a Mixed Use Transportation Facility to new uses, created a process for the Parties to have future discussions related to the redevelopment of Tropicana Field, defined the Parties’ contributions to the Fund, and modified the duties of the Parties; and

WHEREAS, the Parties desire to amend the Agreement to: (i) redefine a total contribution for the Fund, (ii) modify the Parties’ duties related to contribution to the Fund, and (iii) modify the list of approved projects eligible for tax increment revenue funding; and

WHEREAS, the County and the City have agreed to the terms and conditions set forth in this First Amendment.

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

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

2. **Projects.** The Parties shall work cooperatively to accomplish the financing of the projects set forth in Revised Table 2, which is attached to this Agreement as Attachment A and made a part hereof and as identified in the Plan ("Projects"), which are funded with tax
increment revenues. Table 2 is hereby deleted and replaced with Revised Table 2, which is attached hereto and made a part hereof by reference. All references in the Agreement to Table 2 shall mean Revised Table 2.

2. Section 4 of the Agreement is hereby amended to read as follows:

4. **Total Contribution for the Fund.** The total contributions made by the Parties for the Projects (including cost of issuance and interest) is one hundred ninety million nine hundred eighty four thousand eight hundred eighty two dollars ($190,984,882). The total contributions by the Parties for the Projects approved prior to September 30, 2018 (including cost of issuance and interest) is one hundred ninety million nine hundred eighty four thousand eight hundred eighty two dollars ($190,984,882). For Projects approved on or after October 1, 2018, the total contributions by the Parties will be based upon the contribution percentages detailed in Sections 6 and 7.

3. Section 6.D. of the Agreement is hereby amended to read as follows:

D. Shall appropriate and pay the City’s portion of the tax increment revenues for the Area to the Fund. **Beginning on October 1, 2018** (fiscal year 2019), the City’s contribution to the Fund will be reduced from ninety-five percent (95%) to seventy-five percent (75%), and such contribution shall remain in effect until September 30, 2022. **Beginning on October 1, 2022** (fiscal year 2023), the City’s contribution to the Fund will be further reduced from seventy-five percent (75%) to fifty percent (50%).

4. Section 7.B. of the Agreement is hereby amended to read as follows:

B. Shall appropriate and pay to the Intown Redevelopment Area Community Redevelopment Agency all tax increment revenues from the Area prior to April 1st of each year. The County’s obligation to annually budget and appropriate on or before October 1st and pay over to the Fund by April 1st of each year shall continue until such time as the contributions made by the Parties have reached the amount set forth in Section 4 of this Agreement. The County’s increment contributions are to be accounted for as a separate revenue within the Fund but may be combined with other revenues for the purpose of paying debt service. In no year shall the County’s obligation to the Fund exceed the amount of that year’s tax increment as determined in Section 38-61 of the Pinellas County Code of Ordinances. **Beginning on October 1, 2018** (fiscal year 2019), the County’s contribution to the Fund will be reduced from eighty-five percent (85%) to seventy-five percent (75%), and such contribution shall remain in effect until September 30, 2022. **Beginning on October 1, 2022** (fiscal year 2023), the
County's contribution to the Fund will be further reduced from seventy-five percent (75%) to fifty percent (50%).

5. Except as specifically amended, supplemented, or modified by this First Amendment, all of the terms, covenants, and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives on the day and date first above written.

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

CITY OF ST. PETERSBURG

By: __________________________
   Chairman

By: __________________________
   Mayor

ATTEST:

KEN BURKE, Clerk

CHANDRAHIIASA SRINIVASA, City Clerk

By: __________________________
   Deputy Clerk

By: __________________________
   Deputy City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT AND FORM

By: __________________________
   Office of County Attorney

By: __________________________
   Office of the City Attorney

00381955.docx Execution Version
Exhibit 1

Table 2 of the Intown Redevelopment Plan
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<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
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<td>2008-2020</td>
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<td>Downtown Waterfront at 2nd Avenue NE</td>
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<td>City and Private Developers</td>
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<td>Signage</td>
<td>2005-2035</td>
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<td>$0</td>
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* TIF expenditures may only be utilized for those Designated Projects in Revised Table 2 where TIF funds are required as noted herein; provided, however, that no TIF expenditures may occur for Projects other than Designated Projects with TIF funds required as noted herein, without prior approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners.

Although the Intown Redevelopment Plan is scheduled to expire on 2032, an additional three (3) years have been allotted for the service of any outstanding debt related to these Designated Projects.
## REVISED TABLE 2
Intown Redevelopment Plan
TIF Funding Required for New Public Improvement Projects - 2005-2035*

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<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $Millions)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
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<td>Bicycle Trails</td>
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<td>2005-2035</td>
<td>Throughout IRP District</td>
<td>$0</td>
<td>City, State and Federal</td>
<td>TBD</td>
</tr>
<tr>
<td>Waterfront, Transit, and Parking Improvements (3)</td>
<td>2019-2035</td>
<td>IRP District East of 8&lt;sup&gt;th&lt;/sup&gt; Street</td>
<td>$35M</td>
<td>No other public funding identified</td>
<td>$35M</td>
</tr>
<tr>
<td>Resiliency/Adaptation infrastructure (i.e., seawalls and marinas) Transit infrastructure and improvements Parking improvements (City TIF only) Rehabilitation and Conservation of Historic Resources (3)</td>
<td>2019-2035</td>
<td>IRP District East of 8&lt;sup&gt;th&lt;/sup&gt; Street</td>
<td>$5M</td>
<td>No other public funding identified</td>
<td>$5M</td>
</tr>
<tr>
<td>Redevelopment Infrastructure Improvements (3)</td>
<td>2019-2035</td>
<td>IRP District West of 8&lt;sup&gt;th&lt;/sup&gt; Street</td>
<td>$75M</td>
<td>No other public funding identified</td>
<td>$75M</td>
</tr>
<tr>
<td>Brownfields Mitigation/Remediation Public Open Space Amenities, including Improvements to Booker Creek Streetscape Improvements to Re-establish Grid Network on Tropicana Field Site (i.e., sidewalks, pedestrian facilities, alleys, streets) Transit infrastructure and improvements Parking improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Maximum TIF Funds Required: $147,732,354 M
REVISED TABLE 2
Intown Redevelopment Plan
TIF Funding Required for New Public Improvement Projects - 2005-2035*

<table>
<thead>
<tr>
<th>Designated Projects</th>
<th>FY</th>
<th>Location</th>
<th>TIF Funds Required (in $Millions) (4)</th>
<th>Other Potential Funding Sources</th>
<th>Total Cost</th>
</tr>
</thead>
</table>

* TIF expenditures may only be utilized for those Designated Projects in Revised Table 2 where TIF funds are required as noted herein; provided, however, that no TIF expenditures may occur for Projects other than Designated Projects with TIF funds required as noted herein, without prior approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners. Although the Intown Redevelopment Plan is scheduled to expire on 2032, an additional three (3) years have been allotted for the service of any outstanding debt related to these Designated Projects.

1. Because of the size of the project, the timing and/or amounts necessary for the Municipal Pier Project may need to be revised in the future. Such changes shall only occur in an amendment to the interlocal Agreement between the City and County.

2. The allocation of up to $10 million in TIF for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be determined by the City. Any of the $10 million in TIF not utilized for Enhancements to the Municipal Pier Project and/or Enhancements to the Downtown Waterfront Master Plan Improvements in the Pier District shall be allocated to augment the $4 million in TIF allocated to Downtown Transportation and Parking Improvements.

3. The allocation of up to $35 million in TIF for Waterfront, Transit, and Parking Improvements East of 8th Street and the allocation of up to $5 million in TIF for Rehabilitation and Conservation of Historic Resources East of 8th Street shall be determined by the City. Any of the summed $40 million in TIF not utilized for Waterfront, Transit, and Parking Improvements or Rehabilitation and Conservation of Historic Resources shall be allocated to augment the $75 million in TIF allocated to Redevelopment Infrastructure Improvements West of 8th Street.

4. "TIF Funds Required" refers only to the anticipated construction and capital costs and not any required debt issuance or financing costs, which can also be funded with TIF.
REQUEST

Community Redevelopment Agency recommendation that City Council approve the proposed amendments to the Intown Redevelopment Plan.

OVERVIEW

City Administration is proposing a series of amendments to the Intown Redevelopment Plan (IRP) that are highlighted by two features. First, a $115-million increase - from $117.354 million to $232.354 million - in the IRP redevelopment program for public improvements that can be funded by tax increment financing. Second, a reduction in the annual contributions to the Intown Redevelopment Trust Fund paid by the City of St. Petersburg and Pinellas County. If the amendments are approved by City Council and the Board of County Commissioners before September 2018 then the City will realize an immediate reduction in its TIF contribution of approximately $2-million – savings that will be returned to the General Fund in FY2019.

The proposed amendments to the IRP include the following projects which are described in the IRP text and delineated on Revised Table 2:

- Reducing City and County annual contributions to the Intown Redevelopment Trust Fund for the duration of the Plan. Beginning in FY2019, the County’s contribution to the Fund will be reduced from 85 percent to 75 percent, while the City’s contribution will be reduced from 95 percent to 75 percent. Beginning in FY2023, both the County’s and City’s contribution to the Fund will be further reduced from 75 percent to 50 percent.

- Deleting projects in Revised Table 2 of the IRP redevelopment program that will not be funded with tax increment financing. These include utility improvements, signage, bicycle trails and city marina improvements.

- Investing up to $35 million in TIF funding for projects east of 8th Street for

  - waterfront infrastructure related to resiliency and adaptation measures such as seawalls and marina improvements;
- transit infrastructure projects; and
- parking improvements (City TIF only).

- Investing up to $5 million in City and County TIF contributions to rehabilitate historic properties east of 8th Street. “Historic” properties are defined as those listed individually on the Local Register of Historic Places or National Register of Historic Places, or contributing structures in Local or National Register districts;

- Investing no less than $75 million in TIF funding for redevelopment infrastructure improvements west of 8th Street related to the redevelopment of Tropicana Field. These improvements could include
  - brownfield mitigation and remediation to enable redevelopment;
  - public open space amenities on the site including improvements that support the reactivation of Booker Creek;
  - streetscape improvements providing rights-of-way such as alleys, sidewalks, pedestrian facilities and streets that assist in reestablishing the grid network on Tropicana Field and connect it with surrounding neighborhoods;
  - transit infrastructure and improvements; and
  - parking improvements.

The amendments to the Intown Redevelopment Plan are based on the proposed First Amendment to the Amended and Restated Interlocal Agreement of the Intown Redevelopment Plan that will also be heard by City Council at its July 12, 2018, public meeting. The IRP amendments described above can be found in Exhibit 1 of the First Reading ordinance on pages 1, 2, 3, 14, 15, 19, 22, 26, 28, 33, 34, 37, 38, and 39 of the IRP.

Amendments to community redevelopment plans (CRPs) require adoption by ordinance and must comply with procedures established by the Florida Community Redevelopment Act. Each amendment to a CRP requires a recommendation by the St. Petersburg Community Redevelopment Agency (Agency) and approval by City Council as well as the Pinellas County Board of County Commissioners (BCC).

On July 19, 2018, City Council is scheduled to act on the IRP amendments at Second Reading after a public hearing. Final approval of the IRP amendments is contingent on favorable action by the Pinellas County BCC pursuant to its status as a charter county, wherein it has retained authority to review and approve the initial redevelopment plan and amendments thereto. It is expected that the Pinellas County BCC will act on the amendments on August 21, 2018.

*This space left intentionally blank.*
RECOMMENDATION

Administration recommends that the Community Redevelopment Agency recommend City Council adopt the proposed amendments to the Intown Redevelopment Plan.

Attachments: CRA Resolution
CRA RESOLUTION 18-____

A RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THAT THE ST. PETERSBURG CITY COUNCIL ADOPT THE PROPOSED AMENDMENTS TO THE INTOWN COMMUNITY REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1982, the St. Petersburg City Council first approved the Intown Redevelopment Plan and then later amendments thereto by ordinance and in conformance with the requirements of Chapter 163, Part III of the Florida Statutes;

WHEREAS, Section 163.360 et seq of the Florida Statutes requires the submittal of any amendments to a community redevelopment plan approved by a community redevelopment agency to the governing body for its review and approval; and

NOW, THEREFORE, BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg recommends the St. Petersburg City Council adopt the proposed amendments to the Intown Redevelopment Plan that are detailed in IRP-2018-01.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT: APPROVED BY:

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

Subject: Approving the renewal of blanket purchase agreements with Cross Construction Services, Inc., Cross Environmental Services, Inc., EnviroRem, Inc., and Simpson Environmental Services, Inc., for Asbestos Abatement Services, at an annual amount not to exceed $300,000, for a total contract amount of $1,500,000.

Explanation: On July 9, 2015, City Council approved three-year blanket purchase agreements for Asbestos Abatement Services through July 31, 2018. The agreements have one, two-year renewal option. This is the final renewal.

The contractors remove asbestos prior to the demolition or renovation of structures. This pool of contractors provides quotes to perform abatement services upon request. The primary users of this service are the Codes Compliance, Housing, and Engineering & Capital Improvement departments.

For each asbestos abatement project, the City develops a scope of work and solicits quotes from the list of contractors. Except in emergency asbestos abatements, the job is awarded to the lowest responsive bidder. In an emergency asbestos abatement, the criteria for award are based on price as well as job site conditions, public safety concerns and immediate availability.

The Procurement Department recommends:

Asbestos Abatement Services......................................................$600,000
(2 years @ $300,000 per year)

Cross Construction Services, Inc. (Lutz, FL)
Cross Environmental Services, Inc. (Crystal Springs, FL)
EnviroRem, Inc. (Tampa, FL)
Simpson Environmental Services, Inc. (Trilby, FL)

Original agreement amount $900,000
1st renewal 600,000
Total agreement amount $1,500,000

The contractors have agreed to hold rates firm under the terms and conditions of RFQ No. 5699, dated February 26, 2015. Administration recommends renewal based on the contractors’ past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through July 31, 2020, with no renewals remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sanitation Operating Fund (4021) [$250,000] Codes Compliance account (1101129).

Attachments: Resolution

Approvals:

_________________________
CJr
Administrative

_________________________
DEVIS C. FEHLER
Budget

6-20-18
6-19-18
A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENTS WITH CROSS CONSTRUCTION SERVICES, INC., CROSS ENVIRONMENTAL SERVICES, INC., ENVIROREM, INC., AND SIMPSON ENVIRONMENTAL SERVICES, INC. FOR ASBESTOS ABATEMENT SERVICES TO EXTEND THE TERM FOR TWO YEARS AND INCREASE THE CONTRACT AMOUNT IN AN AMOUNT NOT TO EXCEED $600,000 FOR THE RENEWAL TERM; PROVIDING THAT THE TOTAL AMOUNT FOR THE AGREEMENTS SHALL NOT EXCEED $1,500,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 9, 2015, City Council approved three-year agreements ("Agreements") with a two-year renewal option to Cross Construction Services, Inc., Cross Environmental Services, Inc., EnviroRem, Inc., and Simpson Environmental Services, Inc. ("Vendors") for asbestos abatement services pursuant to RFQ No. 5699 dated February 26, 2015; and

WHEREAS, Administration desires to amend the Agreements to extend the term for two years and increase the contract amount in an amount not to exceed $600,000 for the renewal term; and

WHEREAS, the Vendors have agreed to hold prices firm under the terms and conditions of RFQ No. 5699; and

WHEREAS, the Procurement & Supply Management Department recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an amendment to the agreements with Cross Construction Services, Inc., Cross Environmental Services, Inc., EnviroRem, Inc., and Simpson Environmental Services, Inc. for asbestos abatement services to extend the term for two years and increase the contract amount in an amount not to exceed $600,000 for the renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total amount for the agreements shall not exceed $1,500,000.

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)

00383880
CA-2
To: The Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Palmdale Oil Company Inc for oils and lubricants for the Fleet Department, at an estimated annual cost of $130,000, for a total contract amount of $1,330,365.

Explanation: On June 4, 2015, City Council approved a three-year blanket purchase agreement for oils & lubricants through July 31, 2018. This is the final 2-year renewal option.

The vendor will furnish and deliver motor, gear and hydraulic oils, as well as lubricants and greases for vehicles, pumps, equipment and machinery. The primary users are the Fleet Management, Water Resources and Parks & Recreation departments.

The Procurement Department recommends for renewal:

Palmdale Oil Company, Inc. (Tampa Fl) .............................................. $260,000

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement amount</td>
<td>$1,070,365</td>
</tr>
<tr>
<td>1st renewal</td>
<td>$260,000</td>
</tr>
<tr>
<td>Total agreement amount</td>
<td>$1,330,365</td>
</tr>
</tbody>
</table>

The vendor has agreed to renew under the same terms and conditions as BPA 184023, dated June 24, 2015. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through July 31, 2020.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Management Operating Fund (5001), and the Water Resources Operating Fund (4001).

Attachments: Price History Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
### Price History

**405-73 Oil and Lubricants**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>UOM</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Oil, Engine 5W20</td>
<td>GAL</td>
<td>4.30</td>
<td>4.30</td>
<td>4.30</td>
<td>4.83</td>
<td>12%</td>
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<tr>
<td>2.</td>
<td>Oil, Engine 15W 40</td>
<td>GAL</td>
<td>9.95</td>
<td>9.95</td>
<td>9.95</td>
<td>10.31</td>
<td>4%</td>
</tr>
<tr>
<td>3.</td>
<td>5w30 Synthetic</td>
<td>Bluk</td>
<td>6.05</td>
<td>6.05</td>
<td>6.05</td>
<td>6.94</td>
<td>15%</td>
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<tr>
<td>4.</td>
<td>Oil 10w</td>
<td>55gl</td>
<td>457.38</td>
<td>457.38</td>
<td>457.38</td>
<td>496.00</td>
<td>8%</td>
</tr>
<tr>
<td>5.</td>
<td>40 Gear Oil 5gl</td>
<td>5gl</td>
<td>49.99</td>
<td>49.99</td>
<td>49.99</td>
<td>58.70</td>
<td>17%</td>
</tr>
<tr>
<td>6.</td>
<td>Gear Lube Syn 80W90</td>
<td>16gal</td>
<td>343.54</td>
<td>343.54</td>
<td>343.54</td>
<td>388.52</td>
<td>13%</td>
</tr>
<tr>
<td>7.</td>
<td>Transmission ATF</td>
<td>5gal</td>
<td>27.77</td>
<td>27.77</td>
<td>27.77</td>
<td>29.77</td>
<td>7%</td>
</tr>
<tr>
<td>8.</td>
<td>Grease Muli Purpose</td>
<td>Drum</td>
<td>1,027.18</td>
<td>1,027.18</td>
<td>1,027.18</td>
<td>1,185.60</td>
<td>15%</td>
</tr>
<tr>
<td>9.</td>
<td>Grease Moly</td>
<td>Tube</td>
<td>2.39</td>
<td>2.39</td>
<td>2.39</td>
<td>2.51</td>
<td>5%</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE TWO-YEAR RENEWAL OPTION TO THE AGREEMENT WITH PALMDALE OIL COMPANY FOR OILS AND LUBRICANTS FOR THE FLEET MANAGEMENT DEPARTMENT AT AN ESTIMATED COST NOT TO EXCEED $260,000 FOR THE RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $1,330,365; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 4, 2015, City Council approved the award of a three-year agreement with one two-year renewal option to Palmdale Oil Company ("Palmdale") for the purchase of oils and lubricants for the Fleet Management Department pursuant to BPA 184023 dated June 4, 2015; and

WHEREAS, the City desires to exercise the two-year renewal option to extend the term of the agreement until July 31, 2020 at an estimated cost not to exceed $260,000, for a total contract amount not to exceed $1,330,365; and

WHEREAS, Palmdale has agreed to hold prices firm under the terms and conditions of BPA 184023; and

WHEREAS, the Procurement 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 two-year renewal option to the agreement with Palmdale Oil Company for oils and lubricants for the Fleet Management Department at an estimated cost not to exceed $260,000 for the renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $1,330,365.

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:

[Signature]
City Attorney (Designee)
00384059
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving three-year blanket purchase agreements with Ring Power Corporation, Tampa Crane & Body, Inc., Bay Area Truck Sales, Inc., dba Kenworth of Central Florida, Inc., and 26 other companies for automotive, repair and maintenance services for the Fleet Management Department, at an estimated annual cost of $400,000, for a total contract amount of $1,200,000.

Explanation: The vendors will provide repairs for equipment such as automobiles, police cruisers, fire apparatus, light, medium and heavy duty trucks, backhoes, cranes, tractors, loaders, refuse vehicles, agricultural equipment, generators and compressors. Types of services will include specialized equipment repairs, warranty repairs, and other repairs not typically performed by City mechanics; as well as repair services to offset workload during peak periods. They will perform most of the work offsite, unless in-house repair is requested by the City. Repair cost is based on variable discounts from manufacturers' price lists and hourly labor rates.

The Procurement Department, in cooperation with the Fleet Management Department, recommends for award:

Automotive Services: Repair and Maintenance ................................ $1,200,000
(3 years @ $400,000 per year)

Action Fabrication and Truck Equipment (Tarpon Springs, FL)
AAMCO (St. Petersburg, FL)
Atlas Hydraulics (Clearwater, FL)
AutoNation Ford (St. Petersburg, FL)
Bert's Barracuda Harley Davidson, Inc. (St. Petersburg, FL)
Central Florida Frame and Axle Inc. (Tampa, FL)
Dobbs Equipment, LLC (Riverview, FL)
Environmental Products Group, Inc. (Apopka, FL)
Kenworth of Central Florida (Orlando, FL)
Lloyds of Shelton Auto Glass (Northport, FL)
Maher Chevrolet, Inc. (St. Petersburg, FL)
McNeilus Trucking and Manufacturing, Inc. (Plantation, FL)
Pinellas Diesel, (Clearwater, FL)
Professional Auto Body, Inc. (St. Petersburg, FL)
Ring Power Corporation (St. Augustine, FL)
Rust Ruck Center (Tampa, FL)
Silverking Collision Center, LLC (St. Petersburg, FL)
South Florida Emergency Vehicles (Ft. Meyers, FL)
Southport Truck Group (Tampa, FL)
Southwest Collision Center, Inc. (Largo, FL)
Southwest Collision, Inc. (Largo, FL)
Sunstate International Trucks (Tampa, FL)
Tampa Crane & Body, Inc. (Tampa, FL)
Tampa Spring Co. (Tampa, FL)
Ten-8 Fire Equipment, Inc. (Bradenton, FL)
Transdiesel of Lakeland, Inc. (Lakeland, FL)
The vendors have met the requirements of RFQ No. 6859, dated April 11, 2018. The agreements will be effective from the date of approval through May 31, 2021, with one, two-year renewal option, and will be binding only for actual services rendered. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of $400,000 annually.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Maintenance Fund (5031), Fleet Equipment Replacement Fund (5002), Sanitation Operating Fund (4021) and the Sanitation Equipment Replacement Fund (4027).

Attachments: Resolution

Approvals:
RESOLUTION NO.________

A RESOLUTION APPROVING THE AWARD OF THREE-YEAR BLANKET PURCHASE AGREEMENTS WITH A TWO-YEAR RENEWAL OPTION TO THE 29 VENDORS IDENTIFIED ON THE ATTACHED MEMORANDUM FOR AUTOMOTIVE REPAIR AND MAINTENANCE SERVICES FOR THE FLEET MANAGEMENT DEPARTMENT AT AN ESTIMATED ANNUAL COST NOT TO EXCEED $400,000; PROVIDING THAT THE TOTAL AMOUNT FOR THE AGREEMENTS SHALL NOT EXCEED $1,200,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to enter into agreements for automotive repair and maintenance services for the Fleet Management Department pursuant to RFQ No. 6859 dated April 11, 2018; and

WHEREAS, the 29 vendors identified on the attached memorandum have met the qualifications, specifications, terms and conditions of RFQ No. 6859; 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 award of three-year agreements with a two-year renewal option to the 29 vendors identified on the attached memorandum (which is a part of this Resolution) for automotive repair and maintenance services for the Fleet Management Department at an estimated annual cost not to exceed $400,000 are hereby approved.

BE IT FURTHER RESOLVED that the total amount for the agreements shall not exceed $1,200,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (designee)
00384003
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Arbor Source, LLC, Blades of Green, Inc., Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc., for City facility and right-of-way tree services, at an estimated annual cost of $220,000, for a total contract amount of $880,000.

Explanation: On September 17, 2015, City Council approved three-year blanket purchase agreements for tree services for City facilities and rights-of-way. The agreements have two, one-year renewal options. This is the first renewal.

The vendors provide labor, tools, materials and equipment to trim, prune, and remove dead wood and palm fronds located on City properties and on rights-of-way. Additional services in these agreements include stump grinding and tree and related debris removal. The primary users of these services are the Water Resources and Parks & Recreation departments.

The Purchasing Department recommends for renewal:

Tree Trimming Services, Public Facility and & Right of Way.....................$220,000

Arbor Source Professional Tree Care (SBE)
Blades of Green, Inc.
Evergreen Tree Service, Inc. (SBE)
Yutzy Tree Services, Inc. (SBE)

Original agreement amount $660,000
First renewal $220,000
Total agreement amount $880,000

The vendors have agreed to renew under the same terms and conditions of RFQ No. 7867, dated July 21, 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 July 31, 2019, with one annual renewal remaining. Amounts paid to vendors under this renewal will not exceed a combined amount of $220,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Capital Projects Fund (4003), and the General Fund (0001).

Attachments: Resolution

Approvals: [Signatures]
A RESOLUTION APPROVING THE FIRST RENEWAL TO THE THREE-YEAR BLANKET PURCHASE AGREEMENT WITH ARBOR SOURCE, LLC, BLADES OF GREEN, INC., EVERGREEN TREE SERVICE, INC., AND YUTZY TREE SERVICE, INC., FOR TREE SERVICES AT AN ESTIMATED RENEWAL AMOUNT NOT TO EXCEED $220,000 FOR THE RENEWAL TERM; PROVIDING THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $880,000; AUTHORIZING THE MAYOR OR MAYOR’S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 17, 2015, City Council approved a three-year blanket purchase agreement with Arbor Source, LLC, Blades of Green, Inc., Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc., with three one-year renewal options, for tree services for City facilities and City rights-of-ways in the amount not to exceed $660,000; and

WHEREAS, this is the first renewal option, in the amount of $220,000, for the agreement; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the first renewal to the three-year blanket purchase agreement with Arbor Source, LLC, Blades of Green, Inc., Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc., for tree services at an estimated cost not to exceed $220,000 for the renewal term providing the total contract amount shall not exceed $880,000s hereby approved and 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:

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

Subject: Approving a blanket purchase agreement with the School Board of Pinellas County, a sole source supplier, to provide transportation services for the Parks and Recreation Department, for a total annual contract amount of $600,000.

Explanation: The City of St. Petersburg enters into a Vehicle Use Agreement annually with the School Board of Pinellas County to supply these services. The School Board of Pinellas County is the only local fleet with the capacity to provide this service. Due to the costs and logistics associated with utilizing a non-local fleet, a sole source procurement purchase is requested.

The School Board of Pinellas County provides school buses and drivers for City-sponsored field trips, and for before- and after-school child transit. For the Summer Program field trips, the City is charged $29.00 per hour, plus a mileage surcharge of $1.50 per mile. During the school year, the City is charged $13,901 for each before- and after-school bus run and $66,000 for each before- and after-school bus route. These charges are the actual costs to the School Board. There is no cost impact to the City for the transportation, as these expenses are included in participants’ registration fees for field trips and before- and after-school programs.

Last summer, approximately 1,000 school buses were used for Parks and Recreation play camp sites ($128,000). Last school year, the City had four school bus runs ($55,604) and six before- and after-school bus routes ($396,000).

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

School Board of Pinellas County ................................................................. $600,000

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service of over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source. The School Board of Pinellas County currently provides these services and has performed satisfactorily. The Vehicle Use Agreement will be effective from September 1, 2018, through August 31, 2019, and will be binding only for actual services received.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks and Recreation Department (190) various divisions.

Attachments: Sole Source Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

<table>
<thead>
<tr>
<th>Department:</th>
<th>Parks and Recreation</th>
<th>Requisition No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One:</td>
<td>X Sole Source</td>
<td>Proprietary Specifications</td>
</tr>
<tr>
<td>Proposed Vendor:</td>
<td>Pinellas County Schools</td>
<td></td>
</tr>
<tr>
<td>Estimated Total Cost:</td>
<td>$600,000</td>
<td></td>
</tr>
</tbody>
</table>

Description of Items (or Services) to be purchased: Transportation Services

Purpose of Function of items: Transportation for Playcamp & Teen Camp Summer Field Trips; Before and After School transportation from Recreation Centers to Schools and back to the Recreation Centers.

Justification for Sole Source of Proprietary specification: Pinellas County Schools is the only local vendor capable of providing daily transportation for the 3000 children and teens during our summer programs which occur at 14 separate locations throughout the city and for the 1500 children and teen requiring transportation to and from school to attend our 11 Before and After School programs.

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

Department Director

Date 2/9/16

Administrator/Chief

Date 2/17/16

Louis Moore, Director
Purchasing and Materials Management

Date 2/17/16
A RESOLUTION DECLARING THE SCHOOL BOARD OF PINELLAS COUNTY ("THE SCHOOL BOARD") TO BE A SOLE SOURCE SUPPLIER FOR TRANSPORTATION SERVICES; APPROVING THE AWARD OF AN AGREEMENT TO THE SCHOOL BOARD TO PROVIDE TRANSPORTATION SERVICES FOR THE PARKS AND RECREATION DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $600,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase transportation services for City-sponsored field trips and before- and after-school child transit for the Parks and Recreation Department; and

WHEREAS, the School Board of Pinellas County is the sole local fleet with the capacity to provide transit for City-sponsored field trips and before- and after-school transportation for children participating in Parks and Recreation Department programs; and

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

WHEREAS, the Procurement & Supply Management Department in cooperation with the Parks and Recreation Department recommends approval of this award to the School Board of Pinellas County, as a sole source supplier; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the School Board of Pinellas County is declared a sole source supplier for transportation services for the Parks and Recreation Department.

BE IT FURTHER RESOLVED that the award of an agreement to the School Board of Pinellas County to provide transportation services for the Parks and Recreation Department for a total contract amount not to exceed $600,000 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.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00383684
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving an increase in allocation for internet and intranet services for the Libraries with Bright House Networks, LLC, in the amount of $117,540, for a total contract amount of $370,800.

Explanation: On February 18, 2016, City Council approved a three-year blanket purchase agreement for internet and intranet services through June 30, 2019. The agreement has two, one-year renewal options.

In 2017, internet bandwidth was upgraded at the Johnson library, and intranet bandwidth was upgraded at the Main Library. On July 1, 2018, internet bandwidth will be upgraded at the Mirror Lake, North and South libraries. Therefore, an increase in allocation is requested to support the upgrades through the agreement term.

The vendor provides Internet and intranet network services and related hardware, system peripherals and software. They also provide installation, training, pro-active monitoring and outage detection, and maintenance and support. The increase in bandwidth provides faster download of data and improves the customer experience for a wider variety of content, including video streaming. This upgrade accounts for an approximate 46% annual increase for this service. These services are heavily subsidized by the Federal Universal Service Fund ("E-Rate" funding). Pinellas County's E-Rate is currently 80 percent. The E-Rate program has saved the City over $234,000 over the past three years.

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

Bright House Networks, LLC................................................................. $117,540

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement amount</td>
<td>$253,260</td>
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<tr>
<td>Allocation increase</td>
<td>117,540</td>
</tr>
<tr>
<td>New contract amount</td>
<td>$370,800</td>
</tr>
</tbody>
</table>

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001) Library Department Library Automation Division (200-1137).

Attachments: Resolution

Approvals:

[Signatures]

Administrative

Budget
A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $117,540 TO THE ALLOCATION FOR THE AGREEMENT WITH BRIGHT HOUSE NETWORKS, LLC FOR INTERNET AND INTRANET SERVICES FOR THE ST. PETERSBURG LIBRARY SYSTEM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $370,800; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 18, 2016, City Council approved a three-year agreement ("Agreement") with two one-year renewal options with Bright House Networks, LLC for internet and intranet services for the St. Petersburg Library System; and

WHEREAS, an increase in the amount of $117,540 to the allocation for the Agreement is necessary to support bandwidth upgrades; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the St. Petersburg Library System 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 $117,540 to the allocation for the Agreement with Bright House Networks, LLC for internet and intranet services for the St. Petersburg Library System is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $370,800.

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:

[Signature]

City Attorney (designee)
00383734
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Nite Owl Irrigation, Inc., for irrigation system design, installation and repairs, at an estimated annual cost of $130,000, for a total contract amount of $325,000.

Explanation: On May 21, 2015, City Council approved a three-year blanket purchase agreement for irrigation system design, installation, and repairs. The agreement has one, two-year renewal option. This is the final renewal.

The vendor provides labor, tools, materials and equipment for the design, installation and repair of irrigation systems at public parks, buildings, and street and highway rights-of-way. The primary users are the Engineering and Capital Improvements, Downtown Enterprise Facilities, Fire, Sanitation and Parks departments.

The Procurement Department recommends renewal:

Nite Owl Irrigation, Inc. (SBE) .......................$130,000
(Two years @ $65,000 per year)

Original agreement amount $195,000
Final renewal 130,000
Total Contract Amount $325,000

The vendor has agreed to hold rates firm under the terms and conditions of RFQ No. 5712, dated March 10, 2015. Administration recommends renewal of the agreement, based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through July 31, 2020, with no renewals remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Multimodal Impact Fees Capital Improvement Fund (3071) [$50,000], the Neighborhood Stabilization Program Fund (1114) [$10,000], and the Recreation & Culture Capital Improvement Fund (3029) [$5,000]; for various capital improvement projects.

Attachments: Bid Tabulation
Resolution

Approvals:

[Signatures for Administrative and Budget]
<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>
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<td>1</td>
<td>Labor Rate: Foreman, M-F 8:00 a.m. to 5:00 p.m.</td>
<td>800</td>
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<td>2</td>
<td>weekends and holidays</td>
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<td>4</td>
<td>Labor Rate: Electrician, M-F 8:00 a.m. to 5:00 p.m.</td>
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<td>10,000.00</td>
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<td>5</td>
<td>Labor Rate: Electrician, M-F 5:01 p.m. to 7:59 a.m.</td>
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<td>3,500.00</td>
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<td>7</td>
<td>Directional Drilling - 2&quot; sleeve</td>
<td>200</td>
<td>LF</td>
<td>$10.00</td>
<td>2,000.00</td>
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<tr>
<td>8</td>
<td>Directional Drilling - 4&quot; sleeve</td>
<td>600</td>
<td>LF</td>
<td>$12.00</td>
<td>7,200.00</td>
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<td>10</td>
<td>Well Work, new and/or repairs</td>
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<td>EA</td>
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<td>11</td>
<td>Parts and Materials</td>
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<td><strong>Total:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$123,740.00</strong></td>
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Award Pending
A RESOLUTION APPROVING THE FIRST AND FINAL RENEWAL TO THE THREE-YEAR BLANKET PURCHASE AGREEMENT WITH NITE OWL IRRIGATION, INC., FOR IRRIGATION SYSTEM DESIGN, INSTALLATION AND REPAIRS AT AN ESTIMATED RENEWAL AMOUNT NOT TO EXCEED $130,000 FOR THE RENEWAL TERM; PROVIDING THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $325,000; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2015, City Council approved a three-year blanket purchase agreement with Nite Owl Irrigation, Inc., with one two-year renewal option, for irrigation system design and repairs, in the amount not to exceed $325,000; and

WHEREAS, this is the first and final renewal option, in the amount of $130,000, for the two-year renewal term, for this agreement; and

WHEREAS, Nite Owl Irrigation, Inc. has agreed to hold rates firm under the terms and conditions of the RFQ No. 5712, dated March 10, 2015; and

WHEREAS, the Procurement & Supply Management Department, recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the first and final renewal to the three-year blanket purchase agreement with Nite Owl Irrigation, Inc., for irrigation system design, installation and repairs at an estimated cost not to exceed $130,000 for the renewal term providing the total contract amount shall not exceed $325,000 is hereby approved and the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction;

This Resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

City Attorney (Designee)

00383791
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the purchase of a bucket truck from Altec Industries, Inc. for the Fleet Management Department, at a total cost of $210,638.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 012418-ALT.

The vendor will provide one Altec TA60 with Freightliner M2-106 cab and chassis, mounted with an articulating-bucket device. The new equipment, with a ten-year service life, is an additional unit and will be used by Water Resources for aerial maintenance and material handling within the Cosme Water Treatment Plant.

The Procurement Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 012418-ALT:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Altec Industries, Inc. (Birmingham)</td>
<td>TA60 Articulating-Telescopic-Aerial Device</td>
<td>1</td>
<td>$210,638</td>
</tr>
</tbody>
</table>

This vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 012418-ALT, effective through March 14, 2022. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to piggyback off contracts competitively bid by other governmental entities or a consortium.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Cosme W T P Operations & Maintenance Division (420-2077).

Attachments: Price History, Resolution

Approvals:

[Signatures for Administrative and Budget]
### Price History

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>2014</th>
<th>2017</th>
<th>2018</th>
<th>+/-</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>TA60 Articulating-Telescopic-Aerial Device</td>
<td>$141,778.00</td>
<td>$208,480.00</td>
<td>$210,638.00</td>
<td>1.04%</td>
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</table>
A RESOLUTION APPROVING THE PURCHASE
OF ONE (1) NEW BUCKET TRUCK FROM
ALTEC INDUSTRIES, INC., FOR USE BY THE
WATER RESOURCES DEPARTMENT, AT A
TOTAL COST NOT TO EXCEED $210,638;
AUTHORIZING THE MAYOR OR MAYOR'S
DESIGNEE TO EXECUTE ALL DOCUMENTS
NECESSARY TO EFFECTUATE THIS
TRANSACTION; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City desires to purchase one (1) new bucket truck for use by the
Water Resources Department for aerial maintenance and material handling for the Cosme Water
Treatment Plant; and

WHEREAS, pursuant to Section 2-256(2) of the City Code, the Mayor or his
designee is authorized to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Altec Industries, Inc. has met the specifications, terms and conditions
of the National Joint Powers Alliance Contract No. 012418-ALT; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
St. Petersburg, Florida that the purchase of one (1) new bucket truck from Altec Industries, Inc.,
for use by the Water Resources Department, at a total cost not to exceed $210,638, is hereby
approved and the Mayor or Mayor's designee is authorized to execute all documents necessary to
effectuate this transaction;

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)
00383789
ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of July 12, 2018

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

Subject: Approving a three-year blanket purchase agreement with Ameron International Corporation, a sole source supplier, for street lighting poles for the Engineering and Capital Improvements Department, at a total contract amount of $210,000.

Explanation: The Procurement Department received one proposal for street lighting poles.

The vendor will furnish and deliver a variety of concrete aggregate poles ranging from 13 feet to 42 feet. These poles will be used for new City facilities and street lighting installations and for replacement of existing fixtures. The poles will be stocked at the Consolidated Warehouse.

Compatibility with the existing 2,000 poles currently in place throughout the City is paramount, therefore, a sole source procurement is recommended. In addition, these poles are consistent with the poles specified by the City's utility provider for their decorative street/pedestrian lights and provide a uniform streetscape. The manufacturer’s products provide higher resistance to fading and chalking of surface coating when exposed to the elements over time. In addition, the base plate and interior reinforcement of these poles are designed for durability in a hurricane environment.

The Procurement Department, in cooperation with the Engineering and Capital Improvements Department, recommends approval:

Ameron International Corporation (Houston, TX) ........................................ $210,000
(Three-years @ $70,000 per year)

Pole, Ameron 42'8", DWG SK043407 $2,493
Pole, Ameron 35', DWG SK042507 1,789
Pole, Ameron 15' concrete, 19'3" overall height, DWG SK042607 1,723
Pole, Ameron 13' concrete aggregate, 17'3" overall height, 1" threaded insert, DWG SK015202 1,747
Pole, Ameron 1" threaded insert, 15' concrete 1,857
Pole, Ameron, 22' concrete aggregate, 1" Insert for Banner Arm, DWG SK073004 1,936

This purchase is made in accordance with Section 2-249, Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source. A blanket purchase agreement will be issued and will be binding only for the actual quantities ordered. This agreement will be effective from the date of award through February 28, 2021, with one, two-year renewal option.

Cost/Funding/Assessment Information: Funds have been previously appropriated in various capital projects in the Recreation and Culture Capital Improvement Fund (3029) and in the General Fund (0001), Engineering Department, Street Lighting & Support Division (130-1027).

Attachments: Sole Source (3 pages)  
Price History  
Resolution

Approvals:

[Signature] Administrative  
[Signature] Budget
City of St. Petersburg

Sole Source Request
Procurement & Supply Management

Department: Engineering & Capital Improvements Department

Check One: X Sole Source

Proprietary Specifications

Proposed Vendor: Ameron Pole Products

Estimated Total Cost: $70,000 per year

Description of Items (or Services) to be purchased:
Concrete aggregate, embedded fluted pole in various lengths with tenon top and 1" threaded insert for a banner arm and galvanized steel, powder coat, embedded pole in various lengths with bracket mount and 1" threaded insert for a banner arm.

Purpose of Function of items:
To provide replacements for existing City pedestrian and roadway street light poles.

Justification for Sole Source of Proprietary specification:
City Standard – It is the desire of Engineering and Capital Improvements Department to have compatibility with the existing 2,000 poles in place throughout the City. In the past, the City has sampled other manufacture's poles and found them to be inferior to the product offered by Ameron Pole Products.

Department Director

Administrator/Chief

Date

Date

Rev (1/11), (6/15)
Louis Moore, Director  
Procurement & Supply Management

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

6/11/18
Backup Information for Ameron Pole Products Sole Source Request

1. Ameron Pole Products has been a City of St. Petersburg standard for 20 years.
2. All new construction developers and/or contractors are specifying Ameron Pole Products for City-owned street/pedestrian lights.
3. The City’s Transportation and Parking Department is specifying Ameron Pole Products on current bulb-out projects and pedestrian trail projects.
4. The City would like to stay consistent with the same decorative poles that our Utility Provider specifies for their decorative street/pedestrian lights.

Superior Ameron Pole Product Backup Information:

5. Ameron pole base plate and interior reinforcement are part of the Initial cast and prestressed to the pole. This improves performance and durability in a hurricane environment. Competitors weld their base plate to the bottom of the pole after fabrication.
6. Ameron spiral cage reinforcement are machine (mandrel drawn) made ensuring accuracy, consistency, and repeatability. Competitors install cage reinforcement by hand.
7. Ameron Pole aggregate is chosen for its color, consistency and performance; and is free of measurable amounts of iron oxide. Competitors rely on the use of dye to accomplish pole color and have measurable amounts of iron oxide. Dyed poles can fade over time due to UV rays, especially in Florida, where the sun shines a good amount of the time. Moreover, poles with measurable amounts of iron oxide can bleed down the pole over time.
8. Ameron Pole Products warrants their poles to be free of defects for 10 years. Ameron will repair or replace a defective pole, including freight to and from. An extended warranty can be provided upon request. Competitors warranties aren’t as good as Ameron.
9. Ameron Pole Products use Amerishield to coat poles, where anti-graffiti can be washed from poles. Competitors use acrylic to coat their poles.
10. Amerishield coating can be applied to existing poles in place

Marty Strumenti
Reviewer
1/18/2018
Date
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Percent Change</th>
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</thead>
<tbody>
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<td>70001</td>
<td>Pole, Ameron 42'8&quot;, DWG SK043407</td>
<td>2,308.75</td>
<td>2,308.75</td>
<td>2,388.75</td>
<td>2,388.38</td>
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<tr>
<td>70003</td>
<td>Pole, Ameron 35', DWG SK042507</td>
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<td>1,629.75</td>
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<td>1,789.00</td>
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<tr>
<td>70007</td>
<td>Pole, Ameron 15' concrete, 19'3&quot; overall height, DWG SK042607</td>
<td>1,554.95</td>
<td>1,554.95</td>
<td>1,594.95</td>
<td>1,594.95</td>
<td>1,723.00</td>
<td>8.0%</td>
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<tr>
<td>70045</td>
<td>Pole, Ameron 13' concrete aggregate, 17'3&quot; overall height, 1&quot; threaded insert, DWG SK015202</td>
<td>1,579.80</td>
<td>1,579.80</td>
<td>1,619.80</td>
<td>1,619.80</td>
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<tr>
<td>70048</td>
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<td>1,673.50</td>
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<td>70051</td>
<td>Pole, Ameron, 22' concrete aggregate, 1&quot; Insert for Banner Arm, DWG SK073004</td>
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<td>1,774.80</td>
<td>1,814.80</td>
<td>1,814.80</td>
<td>1,936.00</td>
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A RESOLUTION DECLARING AMERON INTERNATIONAL CORPORATION AS THE SOLE SOURCE SUPPLIER FOR STREET LIGHTING POLES; ACCEPTING A PROPOSAL AND APPROVING A THREE-YEAR AGREEMENT WITH A TWO-YEAR RENEWAL OPTION FOR THE PURCHASE OF STREET LIGHTING POLES FOR THE ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT AT A TOTAL COST NOT TO EXCEED $210,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase concrete aggregate street light poles for new and replacement lighting at City facilities and street lighting installations; and

WHEREAS, Ameron International Corporation is the sole source provider because Administration has determined they are the only manufacturer with products that are compatible with the existing infrastructure necessary to provide a uniform streetscape throughout the City; and

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

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Engineering & Capital Improvements Department, recommends approval of this award to Ameron International Corporation, as a sole source supplier; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Ameron International Corporation is declared the sole source supplier for concrete aggregate street light poles for the Engineering & Capital Improvements Department.

BE IT FURTHER RESOLVED that the proposal is hereby accepted and the award of a three-year agreement with a two-year renewal option with Ameron International Corporation for the purchase of concrete aggregate street light poles for the Engineering & Capital Improvements Department at a total cost not to exceed $210,000 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.

Approved by:

City Attorney (Designee)
00383847
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Awarding three-year blanket purchase agreements to Fastenal Company, and Mine & Mill Supply Company for industrial supplies, at an annual cost not to exceed $185,000.

Explanation: The Procurement Department received five bids for industrial supplies.

The vendors will furnish and deliver hand tools such as shovels, rakes, hammers, saws, screwdrivers, and pliers. They will also furnish and deliver hardware items such as flashlights, abrasives, rope, lubricants and spray paint. These items are stocked at the Consolidated Warehouse (CW). The three-year agreements will have one two-year renewal option.

The Procurement Department recommends for award:

Industrial Supplies.................................................................$555,000

Fastenal Company (Saint Petersburg, FL)
Mine & Mill Supply Company (Lakeland, FL)

The vendors have met the specifications, terms and conditions of IFB No. 6905 dated May 10, 2018. Blanket purchase agreements will be issued to the vendors and will be binding only for actual material received. Amounts paid to awardees pursuant to these agreements shall not exceed a combined total of $555,000 during the term of the agreement. These agreements will be effective through July 31, 2021, with one two-year renewal option.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Supply Management Fund (5031).

Attachments: Top 50 Items List
Price History
Resolution

Approvals:
<table>
<thead>
<tr>
<th>Stock No.</th>
<th>Description</th>
<th>UOM</th>
<th>EAU</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>NB</td>
<td>NB</td>
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<td>57981</td>
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<td>2030 EACH</td>
<td>NB</td>
<td>NB</td>
<td>NB</td>
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<tr>
<td>58167</td>
<td>Brick, Red Clay, 3 hole, Cement Products or Approved Equal</td>
<td>5 PALLET</td>
<td>NB</td>
<td>NB</td>
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<td>61332</td>
<td>Can, Gas, Type I, 24 Gauge Steel, Non-Flash Back Flame Arrestor, Non-Locking Spout Red, 5 GA, Justrite 7150100</td>
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<td>NB</td>
<td>31.67</td>
<td>950.10</td>
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<td>59001</td>
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<td>50892</td>
<td>Coating, cold galvanized compound, spray, Aervoe 99496710</td>
<td>110 EACH</td>
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<td>NB</td>
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<td>58272</td>
<td>Concrete, Ready Mix, Bagged, Mixed, Sand, Gravel and Cement, Quickcrete, 60 LB Bag or Approved Equal</td>
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<tr>
<td>59628</td>
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<td>12.43</td>
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<td>58182</td>
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<tr>
<td>60744</td>
<td>Hammer, Brick, Hickory Handle, 24 OZ, Plumb 0208677</td>
<td>65 EACH</td>
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<td>60753</td>
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<td>20 EACH</td>
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<td>NB</td>
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<td>58794</td>
<td>Hose, water, brass thread, 3/4&quot; IDx50', garden, 100% vinyl jacket, green, oil/grease resistant, 4 ply knif nylon tire cord reinforced, Texlon 0491686</td>
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<td>58791</td>
<td>Hose, Water, Brass Thread, 3/4&quot; IDx50', Garden, Rubber, Oil/Grease Resistant, Profitter, 4020431</td>
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<tr>
<td>05405</td>
<td>Insecticide, Wesps and Hornets, Aerosol, Jet Stream Spray, Raid 0608595 (No Substitutes)</td>
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<td>NB</td>
<td>NB</td>
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<tr>
<td>65742</td>
<td>Insecticide, 17OZ, Residual, for Ants and Roaches, Raid 13127-00182</td>
<td>630 EACH</td>
<td>16.50</td>
<td>10,395.00</td>
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</tbody>
</table>

**City of St. Petersburg**

**Bid Tabulation Top 50**

**Procurment and Supply Management**

**Continental Research Corporation**

**Arlene F. Portman**

dba Bay Industrial Supplies

**St. Petersburg, FL**

**Terms: Net 30**

**Delivery: 14 Days**

**Eaton Park, FL**

**Terms: 2%10, Net 30**

**Delivery: 3 Days**

**Safety Products, Inc.**

**Clearwater, FL**

**St. Petersburg, FL**

**Terms: Net 30**

**Delivery: 5 Days**

**Eaton Park, FL**

**Terms: 2%10, Net 30**

**Award Pending**
<table>
<thead>
<tr>
<th>Stock Line No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
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<tr>
<td>114 66169</td>
<td>Knee Pads, Rubber, Non-Skid, Ergodyne 1007252</td>
<td>1518</td>
<td>607.20</td>
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<td>118 65851</td>
<td>Lantern, (3) LED Lights, Plastic, With Battery - 6 V, Energizer - 5109L</td>
<td>60 EACH</td>
<td>NB</td>
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<td>120 65751</td>
<td>Lime, Bondcrete, 50 LB Bag, Cheney Lime and Cement</td>
<td>60 EACH</td>
<td>NB</td>
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<td>127 58275</td>
<td>Mortar Mix, 60 Lb, Type-N, Sakrete 1500</td>
<td>125 EACH</td>
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<td>135 53612</td>
<td>Nozzle, Hose, Metal, 3/4&quot;, Gilmour 0491681</td>
<td>100 EACH</td>
<td>NB</td>
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<td>138 50904</td>
<td>Oil, penetrating, aerosol, 12 oz, WD-40, 0606177(No Substitutes)</td>
<td>400 EACH</td>
<td>NB</td>
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<td>139 59544</td>
<td>Pad, sanding, 100 grit, Sait, 0834861</td>
<td>125 EACH</td>
<td>NB</td>
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<td>155 60475</td>
<td>Paint, Spray, Smoke Grey Rustoleum 0136192</td>
<td>100 EACH</td>
<td>NB</td>
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<td>156 60444</td>
<td>Paint, Spray, Wood/Metal, Gloss, OSHA Safety Green, 12 OZ, Krylon 501470, 12/case</td>
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<td>NB</td>
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<td>168 60868</td>
<td>Pliers, multi-tool, wh/holder, Gerber 22-41471, 0268507</td>
<td>60 EACH</td>
<td>NB</td>
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<td>175 60478</td>
<td>Probe, utility, alloy steel, 60&quot; with shaft and tapered edge, T&amp;T Tools, Mighty Probe, MPA 60</td>
<td>50 EACH</td>
<td>NB</td>
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<td>182 60915</td>
<td>Rake, lawn, Ames 1923700</td>
<td>215 EACH</td>
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<td>186 55215</td>
<td>Rebar, steel, 5/8&quot; x 20&quot;, O'Neal 0999866</td>
<td>675 EACH</td>
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<td>216 61008</td>
<td>Shears, Lopping, 29 in., Seymour 41411</td>
<td>90 EACH</td>
<td>NB</td>
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<td>Shovel, round point, wood handle, Ames BMDLR</td>
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<tr>
<td>223 60561</td>
<td>Shovel, Square Point, 48&quot; Fiberglass Handle, 0204515</td>
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<td>Shovel, Square point, wood handle, Ames BMDLS</td>
<td>80 EACH</td>
<td>NB</td>
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<td>250 60975</td>
<td>Sprayer, Garden, Polyethylene, Backpack, Chapin 61800</td>
<td>50 EACH</td>
<td>NB</td>
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<tr>
<td>255 58544</td>
<td>Tape, Duct, 45mm x 50m, 6 Mil, Silver Talc (TM), 0617068</td>
<td>480 ROLL</td>
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<td>263 61059</td>
<td>Tape, Measuring, Steel, PowerTape, Belt Clip, 1IN x 25FT, Stanley 33-425, 208304</td>
<td>190 EACH</td>
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<td>274 58263</td>
<td>Visqueen, Black, 20' x 100', Carlisle 80620 or Approved Equal</td>
<td>20 ROLL</td>
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<td>275 58266</td>
<td>Visqueen, Black, 40' x 100', 6 Mil, Plastic Construction Film, 13127-00201</td>
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<td>21</td>
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<td>Bolt, Machine, With Nut, 3/4&quot; X 3&quot;</td>
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<tr>
<td>26</td>
<td>58167</td>
<td>Brick, Red Clay, 3 hole, Cement Products or Approved Equal</td>
<td>5 PALLET</td>
</tr>
<tr>
<td>32</td>
<td>61332</td>
<td>Can, Gas, Type I, 24 Gauge Steel, Non-Flash Back Flame</td>
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<tr>
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<td>50892</td>
<td>Coating, cold galvanized compound, spray, Aerovee 99496710</td>
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<tr>
<td>51</td>
<td>58272</td>
<td>Concrete, Ready Mix, Bagged, Mixed, Sand, Gravel and Cement, Quickrete, 60 LB Bag or Approved Equal</td>
<td>680 BAG</td>
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<tr>
<td>52</td>
<td>59628</td>
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<tr>
<td>53</td>
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<td>Cooler, water, plastic, foam insulated, 1 GA, Rubbermaid 1560 (No Substitutes)</td>
<td>215 EACH</td>
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<td>63</td>
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<tr>
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<td>59790</td>
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<td>80 EACH</td>
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<tr>
<td>70</td>
<td>58179</td>
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<td>440 EACH</td>
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<td>71</td>
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<td>95</td>
<td>60753</td>
<td>Hammer, sledge, double - faced, hickory handle, 10 LB, Ames 5098-30-582</td>
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<td>109</td>
<td>58794</td>
<td>Hose, water, brass thread, 3/4&quot; IDx50', garden, 100% vinyl jacket, green, oil/grease resistant, 4 ply knyt nylon tire cord reinforced, Teknor 0491666</td>
<td>40 EACH</td>
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<tr>
<td>110</td>
<td>58791</td>
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<td>630 EACH</td>
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**Award Pending**
<table>
<thead>
<tr>
<th>Stock Line</th>
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<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>21.30</td>
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<td>120</td>
<td>125 EACH</td>
<td>Lime, Bondcrete, 50 LB Bag, Cheney Lime and Cement</td>
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<td>16.20</td>
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<td>155</td>
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<td>4.16</td>
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<td>163</td>
<td>80 EACH</td>
<td>Pitchfork, Regular, 6 Tine Manure, with 48-121/2IN Handle, UFH. 74124</td>
<td>20.95</td>
<td>1,676.00</td>
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<tr>
<td>168</td>
<td>60 EACH</td>
<td>Pliers, multi-tool, w/holster, Gerber 22-41471, 0268507</td>
<td>36.60</td>
<td>2,196.00</td>
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<td>175</td>
<td>50 EACH</td>
<td>Probe, utility, alloy steel, 60&quot; with shaft and tapered edge, T&amp;T Tools, Mighty Probe, MPA 60</td>
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<td>182</td>
<td>215 EACH</td>
<td>Rahe, lewen, Ames 1923700</td>
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<td>3,544.00</td>
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<td>186</td>
<td>675 EACH</td>
<td>Rebar, steel, 5/8&quot; x 20' , O'Neal 0999666</td>
<td>12.60</td>
<td>8,050.00</td>
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<td>216</td>
<td>90 EACH</td>
<td>Shears, Lopping, 29 in., Seymour 41411</td>
<td>20.40</td>
<td>1,836.00</td>
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<tr>
<td>221</td>
<td>125 EACH</td>
<td>Shovel, Round Point, with 48&quot; Fiberglass Handle, 0204516</td>
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<td>222</td>
<td>135 EACH</td>
<td>Shovel, round point, wood handle, Ames BMDLR</td>
<td>16.90</td>
<td>2,281.50</td>
</tr>
<tr>
<td>223</td>
<td>80 EACH</td>
<td>Shovel, Square Point, 48&quot; Fiberglass Handle, 0204515</td>
<td>22.40</td>
<td>1,792.00</td>
</tr>
<tr>
<td>224</td>
<td>50 EACH</td>
<td>Shovel, Square point, wood handle, Ames BMDLS</td>
<td>75.00</td>
<td>3,775.00</td>
</tr>
<tr>
<td>250</td>
<td>190 EACH</td>
<td>Sprayer, Garden, Polyethylene, Backpack, Chapin 61800</td>
<td>17.50</td>
<td>3,325.00</td>
</tr>
<tr>
<td>255</td>
<td>480 ROLL</td>
<td>Tape, Duct, 48mm x 50m, 6 Mil, Silver Talam (TM), 0617068</td>
<td>12.60</td>
<td>2,394.00</td>
</tr>
<tr>
<td>263</td>
<td>190 EACH</td>
<td>Tape, Measuring, Steel, Powertape, Belt Clip, 1IN x 25FT, Stanley 33-425, 208304</td>
<td>83.40</td>
<td>1,668.00</td>
</tr>
<tr>
<td>274</td>
<td>45 ROLL</td>
<td>Visqueen, Black, 40' x 100', 6 Mil, Plastic Construction Film, 13127-00201</td>
<td>209.60</td>
<td>9,432.00</td>
</tr>
<tr>
<td>275</td>
<td>20 ROLL</td>
<td>Visqueen, Black, 20' x 100', Carlisle D0620 or Approved Equal</td>
<td>83.40</td>
<td>1,668.00</td>
</tr>
</tbody>
</table>
### Price History
#### 445-99 Industrial Supplies

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>UOM</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Absorbent, for oil spills and grease, 40LB bag</td>
<td>Bag</td>
<td>7.14</td>
<td>7.14</td>
<td>7.14</td>
<td>6.81</td>
<td>-5%</td>
</tr>
<tr>
<td>2.</td>
<td>Expansion joint, 1/2&quot; X 4&quot; X 10'</td>
<td>Each</td>
<td>4.35</td>
<td>4.35</td>
<td>4.35</td>
<td>3.34</td>
<td>-23%</td>
</tr>
<tr>
<td>3.</td>
<td>Bolt, Machine, With Nut, 5/8&quot; x 3&quot;</td>
<td>Each</td>
<td>0.95</td>
<td>0.95</td>
<td>0.95</td>
<td>1.00</td>
<td>5%</td>
</tr>
<tr>
<td>4.</td>
<td>Caulking, Silicone, Clear, 10.1 OZ</td>
<td>Tube</td>
<td>3.36</td>
<td>3.36</td>
<td>3.36</td>
<td>1.95</td>
<td>-42%</td>
</tr>
<tr>
<td>5.</td>
<td>Cleaner, 14oz, Brake, Aerosol</td>
<td>Can</td>
<td>2.89</td>
<td>2.89</td>
<td>2.89</td>
<td>3.12</td>
<td>8%</td>
</tr>
<tr>
<td>6.</td>
<td>Insecticide, 17OZ, Ants and Roaches</td>
<td>Can</td>
<td>5.64</td>
<td>5.64</td>
<td>5.64</td>
<td>6.05</td>
<td>7%</td>
</tr>
<tr>
<td>7.</td>
<td>WD-40 12oz can</td>
<td>Can</td>
<td>5.58</td>
<td>5.58</td>
<td>5.58</td>
<td>6.10</td>
<td>9%</td>
</tr>
<tr>
<td>8.</td>
<td>Paint, spray, inverted, blue, Krylon</td>
<td>Each</td>
<td>3.63</td>
<td>3.63</td>
<td>3.63</td>
<td>3.68</td>
<td>1%</td>
</tr>
<tr>
<td>9.</td>
<td>Paint, Spray OSHA Safety Green, Krylon</td>
<td>Each</td>
<td>4.41</td>
<td>4.41</td>
<td>4.41</td>
<td>3.64</td>
<td>-17%</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE AWARD OF
THREE-YEAR BLANKET PURCHASE
AGREEMENTS WITH A TWO YEAR RENEWAL
OPTION TO FASTENAL COMPANY AND MINE
& MILL SUPPLY COMPANY FOR INDUSTRIAL
SUPPLIES; PROVIDING THAT THE TOTAL
AMOUNT FOR SUCH AGREEMENTS SHALL
NOT EXCEED $555,000; AUTHORIZING THE
MAYOR OR HIS DESIGNEE TO EXECUTE ALL
DOCUMENTS NECESSARY TO EFFECTUATE
THESE TRANSACTIONS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received (5) five
bids for industrial supplies such as shovels, hammers and saws, in response to IFB No. 6905, dated
May 10, 2018; and

WHEREAS, Fastenal Company and Mine & Mill Supply Company met the terms
and conditions of IFB No. 6905; and

WHEREAS, the Procurement & Supply Management Department recommends
approval of this award.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of
St. Petersburg, Florida, that the award of three-year blanket purchase agreements with a two year
renewal option to Fastenal Company and Mine & Mill Supply Company for industrial supplies are
hereby approved.

BE IT FURTHER RESOLVED that the total amount for such agreements shall not
exceed $555,000.

BE IT FURTHER RESOLVED 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:

City Attorney (Designee)
00383790
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving the purchase of three trucks from Coggin Ford for the Fleet Management Department, at a total cost of $159,861.

Explanation: This purchase is being made from Florida Sheriffs Association Contract No. 17-VEL15.0. The vendor will furnish and deliver three Ford F550 trucks.

The new vehicles have a life expectancy of 10 years and will be used for transporting employees and storage of tools and equipment needed for maintenance. One vehicle is replacing a vehicle that has reached the end of its economic life cycle and two vehicles are additions to the fleet. (See attached Purchase Summary by department).

The Procurement Department, in cooperation with the Fleet Management Department, recommends for award utilizing Florida Sheriffs Association Contract No. 17-VEL15.0:

Coggin Ford (Jacksonville) ............................................................ $159,861

1. Ford F550 crew cab 4x4, 179" wheelbase, 60" cab
to axle utility body
   1 EA @ $54,406

2. Ford F550 chassis 4x2 crew cab, utility body
   1 EA @ 54,192

3. Ford F550 chassis regular cab 4x2 169" wheelbase
   with 3-4 yard dump body
   1 EA @ 51,263

$159,861

Coggin Ford has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. 17-VEL15.0, effective through September 30, 2018. This purchase is made in accordance with Section 2-256 (3) of the City Code which authorizes the Mayor, or his designee, to purchase from the Sheriffs Association and Florida Association of Counties' negotiated purchase programs for vehicles.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Maintenance Fleet Mechanical Costs Division (800-2527), the Water Resources Operating Fund (4001), Water Resources Water Maintenance Division (420-2117) and Wastewater Maintenance Division (420-2145).

Attachments: Vehicle 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</th>
<th>Life Cycle</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ford F550 Crew cab 4x4 179&quot; wheelbase, 60&quot; cab to axle utility body</td>
<td>1</td>
<td>Water Resources</td>
<td>Used for transporting employees, storage of tools and equipment needed for maintenance.</td>
<td>Additional</td>
<td>10 YRS</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Ford F550 chassis 4x2 crew cab utility body</td>
<td>1</td>
<td>Storm, Pavement and Traffic Operations</td>
<td>Used for transporting employees, storage of tools and equipment needed for maintenance.</td>
<td>Replacement</td>
<td>11</td>
<td>10 YRS</td>
</tr>
<tr>
<td>3</td>
<td>Ford F550 chassis regular cab 4x2 169&quot; wheelbase with 3-4 yard dump body</td>
<td>1</td>
<td>Water Resources</td>
<td>Used for transporting employees, hauling, and dumping of material and debris.</td>
<td>Additional</td>
<td>10 YRS</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>2013</td>
<td>2014</td>
<td>2015</td>
<td>2016</td>
<td>2017</td>
<td>2018</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>1</td>
<td>Ford F550 Crew cab 4x4 179&quot; wheelbase, 60&quot; cab to axle utility body.</td>
<td></td>
<td></td>
<td></td>
<td>$50,278</td>
<td></td>
<td>$54,406</td>
</tr>
<tr>
<td>2</td>
<td>Ford F550 chassis 4x2 crew cab, utility body</td>
<td>$45,908</td>
<td>$47,106</td>
<td>$47,106</td>
<td>$52,860</td>
<td>$54,192</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ford F550 chassis regular cab 4x2, 169&quot; wheelbase with 3-4 yard dump body</td>
<td>$44,068</td>
<td>$48,165</td>
<td>$52,420</td>
<td></td>
<td>$51,263</td>
<td></td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE PURCHASE OF THREE TRUCKS FROM COGGIN FORD, AT A TOTAL COST NOT TO EXCEED $159,861; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase three (3) new trucks for the Fleet Management Department; and

WHEREAS, one (1) vehicle is replacing a vehicle that has reached the end of its economic life, and two (2) vehicles will be additions to the fleet; and

WHEREAS, pursuant to City Code Section 2-256(3) of the Procurement Code, the City is permitted to purchase automotive equipment from the Sheriffs Association and Florida Association of Counties negotiated purchase programs for vehicles; and

WHEREAS, Coggin Ford have met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. 17-VEL15.0; 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 three trucks from Coggin Ford at a total cost not to exceed $159,861 is hereby approved and the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]

City Attorney (designee)
00384035
CB-9
SAINT PETERSBURG CITY COUNCIL

Meeting of July 12, 2018

TO: THE HONORABLE LISA WHEELER-BOWMAN, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Police Headquarters, generally located between 1st Avenue North and 2nd Avenue Northwest of 13th Street North (Our File: 13-20000009)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval of a plat to create one lot. The zoning for the subject lots is DC-1 along 1st Avenue North and DC-2. The plat assembles the underlying lots and vacated right-of-ways for redevelopment.

Attachments: Aerial, Resolution with copy of the Plat, Engineering Conditions dated April 11, 2018

APPROVALS:

Administrative: 
Budget: NA 
Legal: 

[Signatures]
RESOLUTION NO ______

A RESOLUTION APPROVING THE PLAT OF POLICE HEADQUARTERS, GENERALLY LOCATED BETWEEN 1ST AVENUE NORTH AND 2ND AVENUE NORTH WEST OF 13TH STREET NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 13-20000009)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Police Headquarters, generally located between 1st Avenue North and 2nd Avenue North west of 13th Street North, is hereby approved, subject to the following conditions.


This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

Elizabeth [Signature] 6-4-18
Planning & Economic Development Dept. Date

[Signature] 6-5-18
City Attorney (Designee) Date
POLICE HEADQUARTERS
LOT 1, BLOCK 1, PUBLIC SAFETY COMPLEX REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGE 48, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; TOGETHER WITH LOTS 25, 26, 27, 28, THE SOUTH 41.0 FEET OF LOTS 29 AND 30, THE SOUTH 42.0 FEET OF THE NORTH 840 FEET OF LOTS 29 AND 30, ALL OF LOTS 43, 44, 45, AND 46, AND LOT 47, LESS THE SOUTH 75' THEREOF, REVISED PLAT OF JACKSON'S PARK ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, ST. PETERSBURG, FLORIDA.

LEGAL DESCRIPTION:
From the southeast corner of Lot 1, Block 1, PUBLIC SAFETY COMPLEX REPLAT, as recorded in Plat Book 65, Page 48, Public Records of Pinellas County, Florida, on the Place of Beginning, thence north by north 67.20 feet of Lot 29, thence north by west 187.40 feet, thence north by east 105.00 feet, thence north by east 11.00 feet of Lot 28, thence north by west 53.00 feet, thence north by east 12.00 feet of Lot 27, thence north by west 44.00 feet, thence north by east 55.00 feet, thence north by west 11.00 feet of Lot 26, thence north by east 49.00 feet, thence north by west 11.00 feet of Lot 25, thence north by west 11.00 feet of Lot 24, thence north by west 11.00 feet of Lot 23, thence north by west 11.00 feet of Lot 22, thence north by west 11.00 feet of Lot 21, thence north by west 11.00 feet of Lot 20, thence north by west 11.00 feet of Lot 19, thence north by west 11.00 feet of Lot 18, thence north by west 11.00 feet of Lot 17, thence north by west 11.00 feet of Lot 16, thence north by west 11.00 feet of Lot 15, thence north by west 11.00 feet of Lot 14, thence north by west 11.00 feet of Lot 13, thence north by west 11.00 feet of Lot 12, thence north by west 11.00 feet of Lot 11, thence north by west 11.00 feet of Lot 10, thence north by west 11.00 feet of Lot 9, thence north by west 11.00 feet of Lot 8, thence north by west 11.00 feet of Lot 7, thence north by west 11.00 feet of Lot 6, thence north by west 11.00 feet of Lot 5, thence north by west 11.00 feet of Lot 4, thence north by west 11.00 feet of Lot 3, thence north by west 11.00 feet of Lot 2, thence north by west 11.00 feet of Lot 1, to the Place of Beginning. The whole containing 11 acres, 105.10 rods, more or less.

DEDICATION:
The undersigned hereby dedicates the said premises in the form described in the foregoing paragraph to the City of St. Petersburg for the public use of Parks and Recreation.

CERTIFICATE OF APPROVAL BY THE CITY OF ST. PETERSBURG:
APPROVED by the City of St. Petersburg, Florida, this day of _______________ A.D. 20__, provided that this plat is submitted to the public records of Pinellas County, Florida, within 30 days from the date of the approval.

CERTIFICATE OF APPROVAL BY COUNTY CLERK:
COUNTY OF PINELLAS
Clerk of the Circuit Court and Clerk of the County Court
CERTIFIED that the plat herein submitted does conform in every particular to the plat recorded in Public Records of Pinellas County, Florida, and that the same has been duly approved by the City of St. Petersburg, Florida, and has been submitted to and received by the Clerk of the Circuit Court and Clerk of the County Court of the County of Pinellas, Florida, this day of _______________ A.D. 20__, and that the same will be recorded in the public records of the County of Pinellas, Florida.

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:
It is hereby certified that the plat has been examined and found to be correct in every particular to the plat submitted at the request of the County Surveyor and that the same conforms to all requirements of the Florida Surveying and Mapping Act and that the same is acceptable.

SURVEYOR’S CERTIFICATE:
I,__________________________, a Surveyor licensed in the State of Florida, do hereby certify that the plat was prepared under my personal supervision and that the same conforms in every particular to the plat previously received from the City Surveyor.

[Signature]
Surveyor
[License Number]

[Date]
POLICE HEADQUARTERS

LOT 1, BLOCK 1, PUBLIC SAFETY COMPLEX REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGE 46, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; TOGETHER WITH LOTS 25, 26, 27, 28, THE SOUTH 41.0 FEET OF LOTS 29 AND 30, THE SOUTH 42.0 FEET OF THE NORTH 84.0 FEET OF LOTS 29 AND 30, ALL OF LOTS 43, 44, 45 AND 46, AND LOT 47, LESS THE SOUTH 7.5 FEET THEREOF; REVISED PLAT OF JACKSON'S PARK ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, ST. PETERSBURG, FLORIDA.
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Kathryn Younkin, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: April 10, 2018
SUBJECT: Final Plat for Police Headquarters
FILE: 13-20000009 R4

LOCATION: 1301 1st Avenue North
PIN: 24/31/16/43668/000/0250, 290, 292, 430, 450, 460, 470, 471, 472
24/31/16/73179/001/0010
ATLAS: G-2
PROJECT: Final Plat for Police Headquarters
REQUEST: Approval of a final plat for Police Headquarters

The Engineering Department has no objection to the proposed Final Plat. It is acknowledged that the following Special Conditions and Standard Comments have been addressed on the Site Construction Plans which have been Permitted by the City, and that the site is currently under construction. The conditions and comments remain listed below as documentation of the plat approval conditions since the plat is being processed concurrently with construction. The listed conditions and comments will be verified prior to Engineering departmental release of the project Certificate of Occupancy. No further response necessary for processing the final plat.

SPECIAL CONDITIONS OF APPROVAL:
1. Existing utility facilities which are located within the plat boundary must be relocated or abandoned per current City Engineering Standards and Specifications as necessary to facilitate the redevelopment plan.

2. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Within the DC zoning district, 10-foot wide sidewalks are required on all abutting streets. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

3. The redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030.
4. Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects shall be set per building code requirements to at least one foot above the FEMA
elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director.

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

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

Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant.

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

All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

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

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

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas
County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

NED/MJR/meh

pc: Kelly Donnelly
Correspondence File
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 12, 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 License Agreement with the Silver Raiders Corporation, a Florida not-for-profit corporation, for the use of the concession stand/restroom and storage/press box buildings within the James "J.C." Turner Fields on the southwestern portion of City-owned Bartlett Park located at 642 - 22nd Avenue South, St. Petersburg, for a period of thirty six (36) months for a fee 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 the Silver Raiders Corporation ("Licensee") to renew its license agreement for the use of the concession stand/restroom and storage/press box buildings within the James "J.C." Turner Fields on the southwestern portion of City-owned Bartlett Park located at 642 - 22nd Avenue South, St. Petersburg ("Premises"). The Licensee, a youth football organization, has utilized the Premises since 2009.

The Licensee has executed a new License Agreement ("License") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The fee is one dollar ($1.00) per month or thirty-six dollars ($36.00) for the entire term. The Licensee is responsible for all interior and exterior maintenance of both buildings and utilities/services including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance. Additionally, the Licensee 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 Licensee’s use of the Premises. The License may be terminated without cause by either party with sixty (60) days written notice prior to the scheduled date of termination.

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 cost plus a reserve for replacement.” Due to the limited financial resources of the organization, the City is charging a nominal fee 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 licenses 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 License Agreement with the Silver Raiders Corporation, a Florida not-for-profit corporation, for the use of the concession stand/restroom and storage/press box buildings within the James "J.C." Turner Fields on the southwestern portion of City-owned Bartlett Park located at 642 – 22nd Avenue South, St. Petersburg, for a period of thirty six (36) months for a fee 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)
ILLUSTRATION
Resolution No. 2018 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE SILVER RAIDERS CORPORATION, A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF THE CONCESSION STAND/RESTROOM AND STORAGE/PRESS BOX BUILDINGS WITHIN THE JAMES "J.C." TURNER FIELDS ON THE SOUTHWESTERN PORTION OF CITY-OWNED BARTLETT PARK LOCATED AT 642 - 22ND AVENUE SOUTH, ST. PETERSBURG, FOR A PERIOD OF THIRTY SIX (36) MONTHS FOR A FEE 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, the Silver Raiders Corporation ("Licensee") desires to continue to license certain City-owned property, which is classified as Park Property on the City Park and Waterfront map, to operate the concession stand/restroom and storage/press box buildings ("Premises"); and

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

WHEREAS, the License 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; and
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is hereby authorized to execute a License Agreement with the Silver Raiders Corporation, a Florida not-for-profit corporation, for the use of the concession stand/restroom and storage/press box buildings within the James "J.C." Turner Fields on the southwestern portion of City-owned Bartlett Park located at 642 – 22nd Avenue South, St. Petersburg, for a period of thirty six (36) months for a fee 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)

APPROVED BY:
Michael J. Jeffers, Administrator
Leisure Services

APPROVED BY:
Alfred G. Wendler, Acting Director
Real Estate and Property Management
SAINT PETERSBURG CITY COUNCIL

Meeting of July 12, 2018

Consent Agenda

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 17-01-AE/SEM ("Task Order"), as amended, to the architect/engineering agreement dated August 1, 2017 between the City of St. Petersburg ("City") and Affiliated Engineers SE, Inc., ("A/E"), for elevator commissioning services related to the Police Facility/EOC Project in an amount not to exceed $21,840.00; providing that the total Task Order, as amended, shall not exceed $218,829.00; (ECID Project No. 11234-018; Oracle No. 12847); and providing an effective date.


On September 27, 2017, Task Order No. 17-01-AE/SEM was administratively approved in the amount of $4,696.00 provided for professional engineering pre-construction third party commissioning of mechanical and electrical systems in the Police Facility/EOC Project that included the following.

Pre-Construction Phase Commissioning Service

1. Review of Owner’s Project Requirements & Basis of Design;
2. Development of the project-specific Commissioning Plan.
3. Production of the General Commissioning Requirements Specification (if needed) as well as discipline specific specifications for inclusion by the Design Professional in the Bid Documents;
4. Coordination and integration of commissioning activities into the project construction schedule with the assistance of the Builder.

Systems to be commissioned are as follows:

1. HVAC Systems
2. Plumbing Systems
3. Electrical

These services are needed to verify critical operational systems will function as designed during the service life of the facility, particularly during emergency events that may occur in the City of St. Petersburg.

On November 20, 2017, City Council approved Amendment No. 1 to Task Order No. 17-01-AE/SEM in the amount of $192,293.00 to provide for the commissioning service during the construction phase, acceptance phase, and warranty phase. The commissioning services during the above phase will include construction phase commissioning services, acceptance phase commissioning services, and post occupancy phase commissioning services.
This Amendment No. 2 to Task Order No. 17-01-AE/SEM in the amount of $21,840.00 provides for the elevator commissioning services during the construction phase.

Task Order No. 17-01-AE/SEM includes the following phases and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Amendment No.</th>
<th>Commissioning Phase</th>
<th>Cost</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-01/AE/SEM</td>
<td>Pre-Construction Commission</td>
<td>$4,696.00</td>
<td>Approved</td>
</tr>
<tr>
<td>Amendment No. 1</td>
<td>Construction Phase Commissioning</td>
<td>$192,293.00</td>
<td>Approved</td>
</tr>
<tr>
<td>Amendment No. 2</td>
<td>Elevator Commissioning</td>
<td>$21,840.00</td>
<td>New</td>
</tr>
</tbody>
</table>

**Consultant Total** $218,829.00

**Recommendation:** Administration recommends authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 17-01-AE/SEM ("Task Order"), as amended, to the architect / engineering agreement dated September 27, 2017 between the City of St Petersburg ("City") and Affiliated Engineers SE, Inc. ("A/E"), for elevator commissioning services related the Police Facility / EOC Project in an amount not to exceed $21,840.00; providing that the total Task Order, as amended, shall not exceed $218,829.00; (ECID Project No. 11234-018; Oracle No. 12847).

**Cost / Funding / Assessment information:** Funds have been previously appropriated in the Police Facility / EOC Project: (12847).

**Attachments:** Resolution
Amendment No. 2 to Task Order No, 17-01-AE/SEM

**Approvals:**

[Signatures]

Administrative

Budget
RESOLUTION 2018-_______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMPMENT NO. 2 TO TASK ORDER NO. 17-01-AE/SEM ("TASK ORDER"), AS AMENDED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED AUGUST 1, 2017 BETWEEN THE CITY OF ST. PETERSBURG ("CITY") AND AFFILIATED ENGINEERS SE, INC., ("A/E"), FOR ELEVATOR COMMISSIONING SERVICES RELATED TO THE POLICE FACILITY/EOC PROJECT IN AN AMOUNT NOT TO EXCEED $21,840.00; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $218,829.00; (ENGINEERING PROJECT NO. 11234-018; ORACLE NO. 12847), AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida ("City") and Affiliated Engineers SE, Inc. ("A/E") entered into an architect/engineering agreement on August 1, 2017 for A/E to provide miscellaneous professional services for Solar Energy, Energy Efficiency, Mechanical, Electrical, Plumbing & Fire Protection Projects; and

WHEREAS, on September 27, 2017, Administration issued Task Order No. 17-01-AE/SEM ("Task Order") for A/E to provide pre-construction commissioning services for the Police Facility / EOC Project in an amount not to exceed $4,696.00; and

WHEREAS, on November 20, 2017, City Council approved Amendment No. 1 to the Task Order in an amount not to exceed $192,293.00 for A/E to provide construction phase commissioning services, acceptance phase commissioning services, post occupancy phase (warranty) commissioning services; and

WHEREAS, Administration desires to issue Amendment No. 2 to Task Order, as amended, for A/E to provide elevator commissioning services during the construction phase in an amount not to exceed $21,840.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 2 to Task Order No. 17-01-AE/SEM ("Task Order"), as amended, to the architect/engineering agreement dated August 1, 2017 between the City of St. Petersburg ("City") and Affiliated Engineers SE, Inc. ("A/E"), for elevator commissioning services related to the Police Facility/EOC Project in an amount not to exceed $21,840.00.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $218,829.00.

This resolution shall become effective immediately upon its adoption.

Approved by:  

[Signature]

Legal Department  
By: (City Attorney or Designee)

Approved by:  

[Signature]

Bretish Rayman, P.E., SP, ENV  
Engineering & Capital Improvements Director
MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

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

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

RE: Consultant Selection Information
Firm: Affiliated Engineers SE, Inc.
Amendment No. 2 to Task Order No. 17-01-AE/SEM in the amount of $21,800.00

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

1. Summary of Reasons for Selection

The project involves specialized facility commissioning planning and implementation.

Affiliated Engineers SE, Inc. has satisfactorily completed preliminary commissioning services for the Police Facility / EOC Project. This work is a continuation of the pre-construction phase commissioning as the Project enters the construction phase.

Affiliated Engineers SE, Inc. has significant experience in facility commissioning. This work is consistent with similar work being performed at for the Police Facility / EOC Project.

This is the second Amendment to the first Task Order issued under the 2017 Master Agreement.

2. Transaction Report listing current work – See Attachment A
<table>
<thead>
<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>11234-018</td>
<td>St. Petersburg Facility/EOC - Commissioning Services</td>
<td>09/27/17</td>
<td>4,696.00</td>
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<td></td>
<td></td>
<td>Amendment No. 1 - Construction/Acceptance Phase Services</td>
<td>12/03/17</td>
<td>192,293.00</td>
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<tr>
<td></td>
<td></td>
<td>Amendment No 2 - Construction Phase Services</td>
<td>PENDING</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>15205-017</td>
<td>Lake Maggione/Boyd Hill Park - Oak Hall Building Solar Assessment</td>
<td>12/15/17</td>
<td>2,928.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total: 199,917.20</td>
</tr>
</tbody>
</table>

Edited: 5/31/2018
AMENDMENT NO. 2 TO TASK ORDER NO. 17-01-AE/SEM
ST. PETERSBURG POLICE FACILITY/EOC - CONSTRUCTION, ACCEPTANCE & WARRANTY PHASE
SOLAR ENERGY, ENERGY EFFICIENCY, MECHANICAL, ELECTRICAL, PLUMBING & FIRE PROTECTION PROJECTS
CITY PROJECT NO. 11234-018

This Amendment No. 2 to Task Order No. 17-01-AE/SEM is made and entered into this _____ day of _____________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR SOLAR ENERGY, ENERGY EFFICIENCY, MECHANICAL, ELECTRICAL, PLUMBING & FIRE PROTECTION PROJECTS dated August 1, 2017 ("Agreement") between Affiliated Engineers SE, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Under the initial Task Order, the City requested the A/E provide Commissioning Services for the new St. Petersburg Police Facilities Electrical and HVAC Systems & Controls, to include:

**Electrical System**
- Lighting
- Lighting Control Systems
- Emergency Power
- UPS Systems

**HVAC Systems and Controls**
- Air Handlers and Blower Control Units
- Terminal Units
- Relief and Exhaust Fans
- Building Automation and Controls System
- Packaged and Split Direct Expansion (dx) Systems
- Humidification and Other Miscellaneous HVAC Systems
- Chilled Water and Condenser Water Systems

**Plumbing Systems**
- Domestic Hot Water System
- Domestic Water Pumping System

Amendment No. 1 to the Task Order authorized the A/E to perform commissioning services for the construction, acceptance and post occupancy phase services. Commissioning services of temporary systems was not included.
Five (5) KONE elevators are being installed within the project. Due to their importance, the Police Department has requested an independent analysis of their installation and integration. For Amendment No. 2, the A/E together with a certified elevator consultant will conduct an analysis of the elevator installations and integrations.

II. SCOPE OF SERVICES

TASK 7 - VERTICAL TRANSPORTATION ANALYSIS

7.01 - Review Contractor's Proposal, Offerings, Submittal Package

Review final contracted proposal, approved submittal package and applicable addendums in an effort to provide accurate Construction Administration Services

7.02 - Construction Administration

A. Conduct five (5) general progress reviews - one (1) per elevator, during installation to determine that work is proceeding in accordance with the Construction Documents and Design Information.

B. Conduct one (1) final installation review per elevator (5 Elevators) for equipment and performance compliance in accordance with the Elevator Scope of Work and the approved submittals.

C. Conduct 1 follow-up review once Contractor confirms any deficiencies noted in the final reviews have been resolved.

III. SCHEDULE

Services to be provided will follow the elevator company's construction schedule.

IV. A/E'S RESPONSIBILITIES

Provide services outlined in Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

- The City will make the facilities available to the A/E as needed.
- The City will advise when available, the elevator construction/installation schedule.
- The City will provide existing information and as-built drawings pertaining to the elevators.

VI. DELIVERABLES

Task 7.02.A. - Submit written report to include:

- Field observations.
• Items not in conformance.
• Percentage of equipment delivered, stored, or installed.
• Percentage of overall completion.

Task 7.02.B. - Submit written report to include:

• Measured performance data.
• Itemized deficiencies.
• Deviations from design or industry standards.
• Deviations from

VII. **A/E'S COMPENSATION**

The A/E was authorized the lump sum amount of $4,696.00 under the original Task Order for Tasks 1 through 4.

For Amendment No. 1, the A/E was authorized the lump sum amount of $192,293.00 for Tasks 5 and 6.

For Amendment No. 2, the City shall compensate the A/E the lump sum amount of $21,840.00 for Task 7, per Appendix A.

The total Task Order amount including Amendment No. 1 shall not exceed $218,829.00.

VIII. **PROJECT TEAM**

Prime Consultant - Affiliated Engineers SE, Inc. staff.
Specialty Subconsultant - Lerch Bates, Inc.

IX. **MISCELLANEOUS**

In the event of a conflict between this Amendment No. 2 to Task Order No. 17-01-AE/SEM and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 2 to Task Order No. 17-01-AE/SEM 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)

Affiliated Engineers SE, Inc.

(Company Name)

By: __________________________
Joe Limpert, Principal
(Printed Name and Title)

Date: 5-25-2018

WITNESSES:

By: __________________________
(Krystal Nunez)
(Signature)
(Printed Name)

By: __________________________
(Tess MF Moran)
(Signature)
(Printed Name)
I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Direct Labor Rates Classifications</th>
<th>Principal</th>
<th>Senior Engineer</th>
<th>Project Engineer</th>
<th>Designer</th>
<th>CADD Technician</th>
<th>Administrative</th>
<th>Total Hours</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Rates¹</td>
<td>$181.00</td>
<td>$155.00</td>
<td>$145.00</td>
<td>$125.00</td>
<td>$130.00</td>
<td>$62.00</td>
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<td></td>
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<tr>
<td>TASK 7</td>
<td>Vertical Transportation Analysis</td>
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<td>0</td>
<td>0</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>Totals</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$ -</td>
</tr>
</tbody>
</table>

II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses²</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services³</th>
<th>Total Cost Without Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$20,800.00</td>
<td>$1,040.00</td>
<td>$21,840.00</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$20,800.00</td>
<td>$1,040.00</td>
<td>$21,840.00</td>
</tr>
</tbody>
</table>

III. Fee Limit

<table>
<thead>
<tr>
<th></th>
<th>$21,840.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Cost</td>
<td></td>
</tr>
<tr>
<td>Allowance⁴</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$21,840.00</td>
</tr>
</tbody>
</table>

IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for:
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 12, 2018

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-01-CBGA/CFIP ("Task Order") to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and C. B. Goldsmith and Associates, Inc. (A/E), dated June 7, 2016, for A/E to provide design, bidding, and construction administration services related to the Mahaffey Theater Exterior Stucco Wall Replacement Project in an amount not to exceed $92,820; providing that the total Task Order, as amended, shall not exceed $113,820; (ECID Project No. 17201-019 and Oracle No. 15605); and providing an effective date.

EXPLANATION: On June 7, 2016, the City of St. Petersburg, Florida ("City") and C.B. Goldsmith and Associates, Inc. ("A/E") entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for City Facility Improvements projects.

On March 15, 2017, ECID administratively approved Task Order 16-01-CBGA/CFIP in the amount of $28,050, which provided for design and construction administration services for the replacement of portion of the Mahaffey Theater exterior wall at the west loading dock area.

On January 11, 2018 City Council approved a settlement agreement in the case of the City of St. Petersburg, Florida vs. Hennessy Construction, et. al, regarding the failure of the exterior stucco panel system on the façade of the Mahaffey Theater.

Amendment No. 1 to Task Order No. 16-01-CBGA/CFIP in the amount of $92,820 shall provide professional architectural services included but not limited to, schematic design, design development, construction documents, bidding and construction administration for the design of the replacement system of an exterior waterproof envelope on the Mahaffey Theater. C. B. Goldsmith and Associates provided forensic expert testimony to the City in the litigation and are considered waterproofing experts. Their analysis of the cause of the failure of the previous stucco envelope and knowledge of the facility will be used to assist the city and Construction Manager determining alternative replacement options and developing the details sufficient to assure the City that the design will achieve a long lasting waterproof replacement for the theater. Additionally, Amendment No. 1 also deletes the construction administration services for the west load dock area identified in the initial Task Order, which reduces the cost of the initial Task Order by $7,050.

Task Order No. 16-01-CBGA/CFIP, and Amendment No. 1 to Task Order include the following phases and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Cost</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-01-CBGA/CFIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1 – Schematic Design</td>
<td>$11,760.00</td>
<td>(New)</td>
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<tr>
<td>Phase 2 – Design Development</td>
<td>$8,700.00</td>
<td>(New)</td>
</tr>
<tr>
<td>Phase 3 – Construction Documents</td>
<td>$30,600.00</td>
<td>(New)</td>
</tr>
<tr>
<td>Phase 4 – Bidding</td>
<td>$4,800.00</td>
<td>(New)</td>
</tr>
<tr>
<td>Phase 5 – Construction Administration</td>
<td>$36,960.00</td>
<td>(New)</td>
</tr>
</tbody>
</table>
Contract Administration/ Inspection/Misc $ 50,000

Consultant Total $ 92,820.00
Contract Administration/ Inspection/Misc Total $ 50,000

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

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-01-CBGA/CFIP ("Task Order") to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and C. B. Goldsmith and Associates, Inc. (A/E), dated June 7, 2016, for A/E to provide design, bidding, and construction administration services related to the Mahaffey Theater Exterior Stucco Wall Replacement Project in an amount not to exceed $92,820; providing that the total Task Order, as amended, shall not exceed $113,820; (ECID Project No. 17201-019 and Oracle No. 15605); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funding has been previously appropriated in the General Capital Improvement Fund (3001) and the Recreation and Culture Capital Improvement Fund (3029), Mahaffey Theater Exterior Wall Project (15605).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 16-01-CBGA/CFIP

APPROVALS: Administrative Budget
RESOLUTION 2018-_______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 16-01-CBGA/CFIP ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND C. B. GOLDSMITH AND ASSOCIATES, INC. (A/E), DATED JUNE 7, 2016, FOR A/E TO PROVIDE DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE MAHAFFEY THEATER EXTERIOR STUCCO WALL REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $92,820; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $113,820; (ECID PROJECT NO. 17201-019 AND ORACLE NO. 15605); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida ("City") and C.B. Goldsmith and Associates, Inc. ("A/E") entered into an architect/engineering agreement on June 7, 2016 for A/E to provide miscellaneous professional services for City Facility Improvements Projects; and

WHEREAS, on March 15, 2017, Administration issued Task Order No. 16-01-CBGA/CFIP ("Task Order") in the amount of $28,050 for A/E to provide design and construction administration services for the replacement of portion of the Mahaffey Theater exterior wall at the west loading dock area; and

WHEREAS, Administration desires to execute Amendment No. 1 to the Task Order for A/E to provide schematic design, design development, construction documents, bidding and construction administration for the design of the replacement system of an exterior waterproof envelope on the Mahaffey Theater in an amount not to exceed $92,820; and

WHEREAS, Amendment No. 1 to the Task Order also deletes the construction administration services for the west load dock area identified in the initial Task Order, which reduces the cost of the initial Task Order by $7,050.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 16-01-CBGA/CFIP ("Task Order") to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and C. B. Goldsmith and Associates, Inc. (A/E), dated June 7, 2016, for A/E to provide design, bidding, and construction administration services related to the Mahaffey Theater Exterior Stucco Wall Replacement Project in an amount not to exceed $92,820.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $113,820.
This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
383327

Approved by:

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

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

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

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

RE: Consultant Selection Information
Amendment No. 1 to Task Order No. 16-01-CBGA/CFIP in the amount of $113,820

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

1. Summary of Reasons for Selection

The project involves design, permitting and bidding phase services for the Mahaffey Theater Exterior Stucco Wall Replacement.

C.B. Goldsmith and Associates, Inc. has extensive experience in forensic architecture and coatings and has considerable knowledge of the existing conditions at the Facility.

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

2. Transaction Report listing current work – See Attachment A
<table>
<thead>
<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CID-15-01-CBG</td>
<td>14223-219</td>
<td>Sunken Gardens – Paint &amp; Waterproofing Rev No.  - Additional Services</td>
<td>06/28/16</td>
<td>34,000.00</td>
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<td>10,000.00</td>
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<td>CID-15-02-CBG</td>
<td>17201-019/</td>
<td>Mahaffey Building Envelope Investigation</td>
<td>22,000.00</td>
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<td>01</td>
<td>17201-019</td>
<td>Mahaffey Theater Exterior Wall Amendment No. 1</td>
<td>03/15/17</td>
<td>28,050.00</td>
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<td>02</td>
<td>17224-110</td>
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<td>17216-019</td>
<td>Mahaffey Theater Improvements FY17 - Tower Roof Repair Amendment No. 1 - Smoke Venting System Design</td>
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<td>04/06/18</td>
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<td></td>
<td>Total: 150,350.00</td>
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</table>
This Amendment No. 1 to Task Order No. 16-01-CBGA/CFIP is made and entered into this ______ day of ____________, 201__, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR CITY FACILITY IMPROVEMENT PROJECTS dated June 7, 2016 ("Agreement") between C.B. Goldsmith and Associates, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The A/E was engaged under separate Task Order CID-15-02-CBG (A/E Agreement, November 4, 2016) to assist the City by providing supplemental architectural and forensic services related to an investigation of construction defects at the Mahaffey Theater. During that time, A/E discovered that stucco applied to a wall in the receiving area was in danger of falling off. It was the opinion of the A/E that the affected stucco be removed due to the progressive nature of defects observed. Under the initial Task Order, the A/E was engaged to assist in developing for the receiving area damage, a cladding repair strategy, bid documents for construction and limited construction oversight. Due to ongoing negotiations, that portion of the work was not done. The City will now be entering into a Construction Manager agreement to repair the entire Mahaffey Theater exterior.

Amendment No. 1 to the Task Order authorizes the A/E to provide architectural design services for repair of the existing building envelope at the Mahaffey Theater.

II. SCOPE OF SERVICES

Task 1  Schematic Design (SD)
1. Review existing construction drawings and documents received from City.
2. Perform field investigation of the building envelope to verify existing site conditions and to determine which elevations will require modification.
3. Work with City to develop specific programming objectives.
4. Prepare elevations to illustrate where the new cladding work should be considered, based on programming objectives.
5. Attend meetings with City and Construction Manager (CM) to discuss the proposed cladding system and assist CM in the preparation of estimated construction costs.
6. Prepare schematic drawings for approval by City.

Task 2  Design Development (DD)
1. Develop design scope, including preliminary material and system selection.
2. Complete design work and prepare DD drawings for City approval.
3. Coordinate with CM to revise cost estimates with Task 2 drawings, details and outline specifications.
4. Develop bid options (alternates) as necessary to meet Owner’s budget requirements.

NOTE: A/E’s work does not contemplate the need for structural, mechanical or electrical engineering services, based on the initial design scope. Changes to the scope requiring engineering services shall be submitted to City as an additional service.
Task 3  Construction Documents (CD)
1. Prepare Construction Documents from the approved Task 2 DD review documents.
2. Prepare a bound Project Manual including other procurement and contracting requirements, general requirements, and technical specifications using CSI format.
3. Provide two sets of signed, sealed and dated one hundred percent (100%), Task 3 construction documents for City's review and approval for phase billing.

Task 4  Bidding (B)
1. Attend and conduct pre-bid meeting to discuss technical aspects of project.
2. Prepare and issue addenda after pre-bid conference, if necessary;
3. Respond to bidder inquiries.

Task 5  Construction Administration (CA)
1. Attend pre-construction meeting to discuss technical and logistical aspects of project.
2. Review and/or take action on submittals prepared by CM.
3. Observe Work appropriate to the scope and activity of the construction;
4. Respond to Requests for Information (RFI) from CM.
5. Review and process change orders and/or field orders, if required.
6. Review applications for payment by the CM, including appropriate lien waivers.
7. Perform Substantial Completion observation(s) and issue written punch list
8. Perform final observation or Work.
9. Review, approve and distribute close-out documents to Owner.
10. Issue certificate of final payment.

III. SCHEDULE

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

Complete Task 1 through 3 within 90 days, as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 (SD)</td>
<td>30 days</td>
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<tr>
<td>Task 2 (DD)</td>
<td>14 days</td>
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<tr>
<td>Task 3 (CD)</td>
<td>46 days</td>
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</table>

Tasks 4 and 5 will follow the schedule established by the City.

IV. A/E'S RESPONSIBILITIES

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

V. CITY'S RESPONSIBILITIES

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

- Provide existing information and drawings as needed and available.
- Meet with Design Team to develop programming objectives.

VI. DELIVERABLES

Complete set of Procurement and Contract Documents in accordance with the approved Scope of Work.
VII. **A/E'S COMPENSATION**

Under the initial Task Order, the A/E was authorized the lump sum amount of $28,050. Amendment No. 1 defunds $7,050 of this amount due to deleting construction administration services.

For Amendment No. 1, the City shall compensate the A/E the lump sum amount of **$92,820** for Tasks 1 through 5, per Matrix/Fee Proposal attached.

The total Task Order amount including Amendment No. 1 shall not exceed $113,820.

VIII. **PROJECT TEAM**

C.B. Goldsmith and Associates, Inc. staff to include:

- Robert Whitcomb, AIA
- Charles Goldsmith, AIA
- Claude Pullen, AIA
- Support Staff

No subconsultants will be used for this Task Order.

IX. **MISCELLANEOUS**

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

ATTEST

By: ________________________________
   Chandrahasa Srinivasa
   City Clerk

(SEAL)

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)

C.B. Goldsmith and Associates, Inc.

(Company Name)

Signature

Charles B. Goldsmith
(Printed Name and Title)

Date: June 22, 2018

WITNESSES:

By: ________________________________
   (Signature)
   Robert Whitecomb
   (Printed Name)

By: ________________________________
   (Signature)
   Richard H. Tami
   (Printed Name)
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<tr>
<th>Task 1 - Schematic Design</th>
<th>2016 DIRECT HOURLY RATE</th>
<th></th>
<th></th>
<th></th>
<th>TOTAL LABOR HOURS</th>
<th>SUBTOTAL LABOR COST</th>
<th>LABOR RATE MULTIPLIER</th>
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<td>Prepare Drawings from the approved Task 2 DD review documents</td>
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**TOTAL LABOR HOURS** 0 238 268 188 0 694

**2017 DIRECT HOURLY RATE** $66.66 $50.00 $50.00 $30.00 $28.33

**2017 BILLING RATE (WITH 3.0 MULTIPLIER)** $200.00 $150.00 $150.00 $90.00 $85.00

**GRAND TOTAL** $35,700.00 $40,200.00 $16,920.00 $92,820.00
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 12, 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 Memorandum of Agreement ("MOA") between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for the City to operate and maintain the Pinellas Bayway Highway Lighting system ("Project") (FDOT Financial Project No. 410755-2-52101); and providing an effective date.

EXPLANATION: Consistent with improvements along State Rights of Way ("ROW") within the City Limits, with this proposed ten-year agreement the City agrees to provide maintenance on the Federal-owned highway lighting system along the SR 679 (Pinellas Bayway) right-of-way located between the north end of Bridge number 15049 (Tierra Verde) and SR 682 (north Pinellas Bayway) of Section 15200-000 in Pinellas County, Florida.

The scope of work designated by FDOT in the proposed Agreement includes the emergency and preventative maintenance of lighting components as shown in the attached Concept Plan (Exhibit A), upkeep of cosmetic and structural integrity, replacement of faulty parts as needed, and an ongoing supervision of the local pathways to ensure that no equipment becomes a hazard to pedestrians.

This project will be performed in accordance with the attached Concept and Maintenance Plans (Exhibits A and B respectively) attached to the provided MOA, as well as all applicable FDOT procedures, guidelines, manuals, standards, and directives.

Under this and other Agreements between the City and FDOT, the City maintains lighting within FDOT ROW.

RECOMMENDATION: Administration recommends that City Council approve the attached Resolution authorizing the Mayor or his designee to execute a Memorandum of Agreement ("MOA") between the City of St. Petersburg, Florida and the State of Florida Department of Transportation ("FDOT") for the City to operate and maintain the Pinellas Bayway Highway Lighting system ("Project") (FDOT Financial Project No. 410755-2-52101).

COST/FUNDING/ASSESSMENT INFORMATION: Funding has been previously appropriated in the General Fund (0001), Engineering Department Street Lighting and Support Division (130.1027).

ATTACHMENTS: MOA

Exhibit A – Concept Plans
Exhibit B – Maintenance Plan
Resolution

APPROVALS: Administrative

Budget

Legal: 00379121.doc v2
RESOLUTION NO. 2018

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A MEMORANDUM OF AGREEMENT ("MOA") BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE CITY TO OPERATE AND MAINTAIN THE PINELLAS BAYWAY HIGHWAY LIGHTING SYSTEM (FDOT FINANCIAL PROJECT NO. 410755-2-52101); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") owns SR 679, a right-of-way consisting of road improvements and grassed areas located between the north end of Bridge Number 15049, and SR 682 in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, FDOT has responsibility for operation and maintenance of the Project Highway; and

WHEREAS, On July 9, 2012, the City entered into a Local Agency Program ("LAP") Agreement with FDOT, which outlined terms and conditions for design activities related to improving and beautifying the Project Highway over a ten-year period; and

WHEREAS, in accordance with FDOT policies and pursuant to the LAP, the City agreed to perform certain maintenance obligations related to the Project Highway; and

WHEREAS, as part of the ongoing work under the LAP, FDOT and the City have determined the need for emergency and preventive maintenance of the lighting components related to the Project Highway; and

WHEREAS, the City and FDOT have agreed to an memorandum of understanding ("MOA") setting forth the responsibilities of each party in maintaining the lighting components; and

WHEREAS, the Engineering & Capital Improvements Department recommends approval of the MOA.

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 Memorandum of Agreement ("MOA") between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for the City to operate and maintain the Pinellas Bayway Highway Lighting system (FDOT Financial Project No. 410755-2-52101).

This resolution shall become effective immediately upon its adoption.

Approved by:

Approved by:

Brajesh Prayman, P.E. SP ENV
Engineering & CIP Director

By: (City Attorney or Designee)
DISTRICT SEVEN HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT FOR HIGHWAY LIGHTING

THIS AGREEMENT, entered into as of the __ day of ________ , 20__ between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("Department") and the CITY OF ST. PETERSBURG ("City").

WITNESSETH

WHEREAS, the Department owns SR 679 (Pinellas Bayway) right-of-way consisting of road improvements and grassed areas located between the north end of Bridge Number 15049 and SR 682 (north Pinellas Bayway) of Section 15200-000 in Pinellas County, Florida (the "Project Highway"); and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the Project Highway is beautified by improvements which enhance its aesthetic quality; and

WHEREAS, the City has agreed to maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044, Florida Statutes to enter into contracts and Agreements; and

WHEREAS, the parties hereto recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party in maintaining the improvements; and

WHEREAS, the City has authorized its officers to execute this Agreement on its behalf,

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The City shall maintain those improvements to the Project Highway as specified in the Concept Plans FPID #410755-2-52-01 attached as Exhibit "A", and the Maintenance Plan attached as Exhibit "B", all of which are incorporated herein and made a part of this Agreement by this reference and all of the work in connection referred to as the "Project". The City shall not modify the Project without prior written approval of the Department.

2. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present an immediate danger to public health, safety, or welfare, said portion shall be immediately brought into compliance at the sole cost and expense of the City.
3. To the extent permitted by applicable law without causing this obligation to be subject to approval by referendum pursuant to the Florida Constitution, the City shall appropriate in its annual budget, for each Fiscal Year, non-ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This provision does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the City from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds. The Department recognizes that the City must comply with Section 166.241, Florida Statutes, Article VII of the Florida Constitution, and Section 2-127 of the City Code. This Agreement shall not be construed to modify, in any way, the City's obligations under the statute, constitution and ordinance.

4. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the Agreement in accordance with paragraph 11.

5. The Department's Pinellas Operations Center shall be notified forty-eight hours in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Pinellas Operations Center notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located 5211 Ulmerton Rd., Clearwater, FL. 33760, Telephone 727-575-8300.

6. Prior to any major Project reconstruction activity, the City shall submit plans of the proposed work to all utility entities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utility entities prior to commencement of such activities. Prior to commencing any field activity on this project, the City shall notify all the utility entities of their work schedule enabling facilities to be field located and marked to avoid damage.

7. If the City desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and all Departmental Maintenance of Traffic Regulations. The City shall have a Worksite Traffic Supervisor certified in Advanced Maintenance of Traffic supervise the set up and operation of Maintenance of Traffic devices at the site of the construction or maintenance activity. Prior to proceeding with construction, the City shall provide the Department with the Worksite Traffic Supervisor's certification.

8. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or representatives of the City violate the conditions or intent of this Agreement as determined by the Department.

9. It is understood between the parties that any or all of the Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Department shall give the City notice regarding such removal, relocation or adjustment and the City shall be allowed sixty calendar days to remove all or part of the Project at its own cost. The City will own that part of the Project it removes. After the sixty calendar day removal period, the Department may remove, relocate or adjust the Project as it deems best. Wherever the City removes improvements pursuant to this Agreement, the City shall restore the surface of the affected portion of the project premises to the same safe and trafficable condition as existed prior to installation of such improvements.
10. The term of this Agreement shall be for a period of ten years commencing on the date of execution of the Agreement, with ten year renewal options. The Department shall send the City an expiration notice six months prior to each ten year expiration date. Any renewal must be agreed upon by both parties in writing ninety calendar days prior to the expiration of the existing Agreement.

In the event that the City elects to not renew the Agreement, then the City shall, at its sole expense and upon written demand by the Department, be responsible for the removal of the Project and shall restore the Project Highway to a safe and trafficable condition prior to expiration of the Agreement.

11. This Agreement may be terminated by the Department if the City, following fifteen working days written notice, fails to perform its maintenance responsibilities under this Agreement.

12. Within sixty days following a notice to terminate pursuant to Paragraph 11, if the Department requests, the City shall at its sole expense remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement, the Department may remove, relocate or adjust the Project as it deems best.

13. The Department's District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties.

14. The City shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new persons employed by the City during the term of the Agreement and shall expressly require any subcontractors, assigned by the City's contractor to perform work pursuant to the contract with the Department to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new persons employed by the subcontractor during the Agreement term.

15. This Agreement embodies the entire Agreement and understanding between the parties and there are no other Agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

16. This Agreement may not be assigned or transferred by the City, in whole or in part without consent of the Department.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

18. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

(a) If to the Department, address to District Maintenance Engineer, at Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and

(b) If to the City address to Public Works Administrator P.O. Box 2842, St. Petersburg, FL 33731-2842 or at such other address as the City may from time to time designate by written notice to the Department.
All time limits provided shall run from the date of receipt of all such notices, demands, requests and other instruments.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF ST. PETERSBURG
a municipal corporation
of the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: ____________________________
Rick Kriseman
Mayor City of St. Petersburg

By: ____________________________
Brian McKishnie, P.E.
Director of Transportation Operations,
District Seven

Attest: __________________________
Date ___________________ (SEAL)

Attest: __________________________
Date ___________________ (SEAL)

Legal Review: __________________
Legal Review: Office of the General
Counsel, District 7
Exhibit A-
Concept Plans
END WALL
BEGIN BRIDGE
STA. 276+30.00

REMOVE EXISTING BRIDGE
& SURVEY SR 679

Q. CONST. SR 679

BOCA CIEGA SEAWALL

R/W LINE

SR 679 / PINELLAS BAYWAY

FOR ADDITIONAL POND DETAILS, SEE CONCEPTS
SUBMITTED WITH ENR 43023603.003

THOMAS A. QUANN, P.E. #45353
HDR Engineering, Inc.
3450 Bay Center Dr., Suite 400
Tampa, FL 33609-3468
CERTIFICATE OF AUTHORIZATION #203

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROADWAY PLAN (6)

ROAD NO.
679

COUNTY
PINELLAS

FINANCIAL PROJECT NO.
400750-353-01
421620-135-01
421620-252-01

SHEET NO.
1/10 2001
1/10 2001
1/10 2001

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALLED UNDER SEALS 23-JULY-01.

A. E.

DATE DESCRIPTION PAGE

REV.

DATE DESCRIPTION PAGE

REV.

DATE DESCRIPTION PAGE

REV.
Exhibit B-
Maintenance Plan
EXHIBIT "B" MAINTENANCE PLAN

Maintenance Memorandum of Agreement
Lighting Improvements

SR 679 (Pinellas Bayway) right-of-way located between the north end of Bridge Number 15049 and SR 682 (north Pinellas Bayway) of Section 15200-000 in Pinellas County, Florida

The City shall at all times maintain the Lighting in a reasonable manner and with due care in accordance with Department standards. Specifically, the City agrees to:

(a) Maintain all Lighting systems as shown in Exhibit "A";

(b) Remove graffiti from base and pole surfaces;

(c) Repair/Replace cosmetic or structural damage to any Lighting component;

(d) Replace any Lighting component requiring removal for implementation of local roadway or utility projects;

(e) Maintain the utility boxes/lids from being a slip or trip hazard;

(f) Maintain all Lighting associated with the Pinellas Bayway Highway and its Shared Use Path;
   1) Include, but shall not be limited to, preventative maintenance, emergency maintenance, replacement of any component part of the lighting system.
   2) Including the poles and any and all other component parts installed as part of the lighting system.
   3) Locating (both vertically and horizontally) the facilities, as may be necessary;

(h) Maintain a safe right of way by securing damaged wiring, boxes, lids, poles, mast arms, luminaires and any and all other components of the lighting system.
MEMORANDUM

Council Meeting July 12, 2018

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

FROM: Mayor Rick Kriseman

RE: Confirming the appointment of Melanie Bowman and Edward Killeen as regular members to the Commission on Aging to fill an unexpired three-year term ending December 31, 2020.

I respectfully request that Council confirm the appointment of Melanie Bowman and Edward Killeen as regular members to the Commission on Aging to fill an unexpired three-year term ending December 31, 2020.

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

RK/cs
Attachments
cc: M. Jefferis, Leisure Services Administrator
    C. Ware, Commission on Aging Liaison, Office on Aging
A RESOLUTION CONFIRMING THE
APPOINTMENT OF REGULAR MEMBERS
TO THE COMMISSION ON AGING; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
this Council hereby confirms the appointment of Melanie Bowman and Edward Killeen as regular
members to the Commission on Aging to fill an unexpired three-year term ending December 31,
2020.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

______________________________
City Attorney or (Designee)
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of July 12, 2018

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of May 3, May 10, and May 17, 2018 City Council meetings.
A RESOLUTION APPROVING THE MINUTES
OF THE CITY COUNCIL MEETINGS HELD ON
MAY 3, MAY 10, AND MAY 17, 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 May 3, May 10, and May 17, 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, May 3, 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, City Attorney Jacqueline Kovlaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Senior Deputy City Clerk Cathy Davis 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 Frank A. Pike – May 19, 1929, Firefighter Robert F. Parker – May 10, 1969, Detective Wayne M. Barry – May 23, 1929.

In connection with the approval of the agenda, Councilmember Foster 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 Council approve the agenda with the following changes as amended:

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

MOVED CR-9 Authorizing the Mayor or his designee to execute Task Order No. 16-02-GFY/W to the architect/engineering agreement between the City of St. Petersburg, Florida and George F. Young, Inc. (A/E) dated December 13, 2016 for A/E to provide professional engineering services related to the Lift Station No. 42 (Jim Walter) Improvements Project in an amount not to exceed $88,870.95 (Engineering Project No.18097-111; Oracle No. 16355). [MOVED TO REPORTS AS E-5(a)]
MOVED CB-12 Resolution dissolving the City of St. Petersburg International Relations Committee ("Committee"); superseding Resolution 2001-333 and Resolution 95-837 as amended by Resolution 2004-22, relating to the creation and administration of the Committee. [MOVED TO REPORTS AS E-6]

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

REVISE G-2 Referring to the BF&T Committee to add to the Weeki Wachee Fund Project List funding for an Exercise Zone and Playground in Broadwater Park. (Chair Wheeler-Bowman)

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

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

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

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

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

ADD G-9 Referring to the Budget, Finance & Taxation Committee or other appropriate committee a request for a $25,000 allocation to the Alliance for Bayway Communities to conduct a Comprehensive Feasibility Study to look at the viability of undergrounding utility lines along the Pinellas Bayway. (Vice-Chair Kornell)

DELETE H-5 Committee of the Whole: FY19 CIP Budget (4/26/18)
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 Kornell 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. Timothy Kim, 4916 3rd Street North, spoke regarding private home inspectors.
2. Khedija Nottingham, 174 4th Avenue North, spoke regarding private home inspectors.
3. Tom Ando, 4532 38th Street South, spoke regarding Broadwater Park.

In connection with reports, Police Chief Anthony Holloway presented the St. Petersburg Police Department Quarterly 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 public hearings, Joshua Johnson, Housing & Community Development Director gave a presentation to Council regarding a Community Development Block Grant. 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 Montanari that the following resolution be adopted:

2018-235 A RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT ("AMENDMENT") TO THE CITY’S FY 2017/18 ANNUAL ACTION PLAN TO PROVIDE PREVIOUSLY APPROPRIATED COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDING IN THE AMOUNT OF $165,215.06 TO THE CDBG ECONOMIC DEVELOPMENT 17/18 PROJECT (#16239) TO PAY OFF THE CDBG DEBT SERVICE IN THE AMOUNT OF $166,982 ON THE JP MORGAN CHASE 2011 NON AD VALOREM REFUNDING NOTE THAT SATISFIED A PORTION OF THE CITY’S SECTION 108 LOAN ("LOAN"); AUTHORIZING THE REALLOCATION OF FUNDING FROM (I) THE CDBG RENTAL REHABILITATION 16/17 PROJECT (#16019) IN THE AMOUNT OF $60,000 AND (II) THE CDBG ADMINISTRATION 17/18 PROJECT-PROGRAM DELIVERY (#16234-02) IN THE AMOUNT $17,159.21; APPROVING THE ALLOCATION OF $88,055.85 FROM THE UNDESIGNATED BALANCE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND (1111); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 326-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 Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting May 17, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 326-H

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.


In connection with reports, Chris Ballestra, Enterprise Facilities Director gave a presentation to Council regarding a lease agreement for Tampa Bay Watch, Inc. at the New St. Pete Pier. Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Rice entered the meeting at 9:30 a.m.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:
2018-236   A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO
EXECUTE A LEASE AGREEMENT WITH TAMPA BAY WATCH, INC., FOR
THE DEVELOPMENT AND OPERATION OF AN EDUCATION PREMISES
AND WET CLASSROOM AT THE NEW ST. PETE PIER™, FOR A FIVE (5)
YEAR TERM, WITH AN AGGREGATE RENT OF $10, PLUS COMMON
AREA MAINTENANCE CHARGES COMMENCING UPON OPERATIONS,
AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO
EFFECTUATE SAME; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO
MAKE NON-SUBSTANTIVE CHANGES TO THE LEASE AGREEMENT;
AND PROVIDING AN EFFECTIVE DATE.

Nays. None. Absent. None.

In connection with reports, Wayne Atherholt, Cultural Affairs Director spoke to Council
regarding the dissolution of the City of St. Petersburg International Relations Committee. Chair
Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no
response.

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

2018-237   A RESOLUTION DISSOLVING THE CITY OF ST. PETERSBURG
INTERNATIONAL RELATIONS COMMITTEE (“COMMITTEE”);
SUPERSEDING RESOLUTION 2001-333 AND RESOLUTION 95-837 AS
AMENDED BY RESOLUTION 2004-22, RELATING TO THE CREATION
AND ADMINISTRATION OF THE COMMITTEE; AND PROVIDING AN
EFFECTIVE DATE.

Nays. None. Absent. None.

In connection with reports, Jeff Donnel, Sanitation Special Project Manager presented the
Update on Feasibility of Multi-Family Recycling. 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 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.

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

2018-238   A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO
EXECUTE TASK ORDER NO. 16-02-GFY/W TO THE
ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST.
PETERSBURG, FLORIDA AND GEORGE F. YOUNG, INC. (“A/E”) DATED
DECEMBER 13, 2016, FOR A/E TO PROVIDE PROFESSIONAL
ENGINEERING SERVICES RELATED TO THE LIFT STATION NO. 42 (JIM WALTER) IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $88,870.95 (ENGINEERING PROJECT NO.18097-111; ORACLE NO. 16355); AND PROVIDING AN EFFECTIVE DATE.


Chair Wheeler-Bowman recessed the meeting at 11:16 a.m. for a short break.

Chair Wheeler-Bowman reconvened the meeting at 11:29 a.m.

In connection with reports, Anne Fritz, Finance Director gave a presentation to Council regarding a transfer of public utility funds and bonds. 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 Kornell that the following resolution be adopted:

2018-239 A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF $53,500 FROM THE UNAPPROPRIATED BALANCE OF THE SANITATION OPERATING FUND (4021) TO THE WATER RESOURCES OPERATING FUND (4001) TO REIMBURSE MAINTENANCE COSTS PAID ON CERTAIN ASSETS; APPROVING A TRANSFER IN THE AMOUNT OF $1,163,972.62 FROM THE UNAPPROPRIATED BALANCE OF THE SANITATION OPERATING FUND (4021) TO THE WATER RESOURCES DEBT SERVICE FUND (4002) TO REIMBURSE PRIOR PRINCIPAL PAID IN THE AMOUNT OF $885,428.62 FROM THE BUILD AMERICA BONDS 2010A AND IN THE AMOUNT OF $278,544.00 FROM THE 2013A PUBLIC UTILITY BONDS; AND PROVIDING AN EFFECTIVE DATE.


In connection with a new business item presented by Chair Lisa Wheeler-Bowman, 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 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 Budget, Finance & Taxation Committee for consideration to consider adding the Weeki Wachee Fund Project List funding for a Skating Rink in the South St. Petersburg CRA.

In connection with a new business item presented by Chair Lisa Wheeler-Bowman, 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 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 Budget, Finance & Taxation Committee for consideration to consider adding the Weeki Wachee Fund Project List funding for an Exercise Zone and Playground in Broadwater Park.


In connection with a new business item presented by Chair Lisa Wheeler-Bowman, 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 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 Budget, Finance & Taxation Committee for consideration to consider removing the Youth Sports Field at Thurgood Marshall Middle School from the Weeki Wachee Project List.


In connection with a new business item presented by Councilmember Amy Foster, regarding the request for Administration to RFP/RFQ the Biosolids and Waste to Energy Project economic impact analysis and complete the second peer review as promised in the August 2017 Committee of the Whole, no action was taken.

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 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 refer to the Youth and Family Services Committee for consideration to consider a discussion regarding grant funding of an educational programed designed to address Adverse Childhood Experiences (ACES) in St. Petersburg’s southside elementary schools.

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


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. Councilmember Foster 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 request a discussion for City Council to create a Summer Shadowing Program.


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, the following person(s) came forward:

1. Walter Donnelly, 6 Academy Way South, spoke in support of the $25,000 allocation.

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

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the Budget, Finance & Taxation Committee or other appropriate committee for consideration to consider a request for a $25,000 allocation to the Alliance for Bayway Communities to conduct a Comprehensive Feasibility Study to look at the viability of undergrounding utility lines along the Pinellas Bayway.

In connection with a new business item presented by Councilmember Ed Montanari, 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 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 May 31, 2018 Committee of the Whole for consideration to consider an update of the Bio-Solids to Energy Project.


In connection with the Co-Sponsored Events 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 Gabbard that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting May 17, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 327-H

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

2018-240 A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING TAMPA BAY BLUESFEST (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

2018-241 A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY2019; WAIVING THE NON-PROFIT REQUIREMENT OF RESOLUTION NO. 2000-562(A)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY; FULL THROTTLE MULTI MEDIA, INC, TAMPA BAY BEACH BUMS, LLC., PARAGON FINE ARTS FESTIVALS, INC., PARAGON FESTIVALS, INC. AND SIDELINE APPAREL, INC. AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
2018-242  A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP IN NAME ONLY BY THE CITY FOR FY2018; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

2018-243  A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING COUNTRY MUSIC FESTIVAL (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

2018-244  A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING ST. PETERSBURG SEAFOOD AND MUSIC FESTIVAL (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.


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 receive and file the Co-Sponsored Events Committee report of April 19, 2018 presented by Councilmember Gerdes.


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 Rice 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 26, 2018 presented by Councilmember Gerdes.

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 Kornell 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 receive and file the Public Services & Infrastructure Committee report of April 26, 2018 presented by Vice-Chair Kornell.


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 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 Housing, Land Use & Transportation Committee report of April 26, 2018 presented by Councilmember Rice.

Consent Agenda A
May 3, 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 Rowland, Inc., in the amount of $1,684,137.50, for the Downtown Water Main Replacement Project and the Downtown Conduit Installation, for Fiber Optic to the Pier Project, (Engineering Project Nos. 17054-111 and 18077-110; Oracle Nos. 15939 and 15056).

2. Accepting a proposal from Boley Centers, Inc. for management services for the After School–Youth Employment Program (ASYEP) and Summer Youth Intern Program (SYIP) for the Community Services Department, at an estimated annual cost of $400,000, for a total contract amount of $1,200,000. The agreement will commence on August 1, 2018 and replace the current agreement with Boley that renewed on April 5, 2018. [DELETED]
Consent Agenda B  
May 3, 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. Approving the renewal of a blanket purchase agreement with Parkmobile, LLC for pay-by-phone parking services, at an estimated annual revenue of $45,000, for a total revenue amount of $211,000.

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

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

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

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

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

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

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

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

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

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

12. Resolution dissolving the City of St. Petersburg International Relations Committee ("Committee"); superseding Resolution 2001-333 and Resolution 95-837 as amended by Resolution 2004-22, relating to the creation and administration of the Committee. [MOVED TO REPORTS AS E-6]

There being no further business Chair Wheeler-Bowman adjourned the meeting at 1:03 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _______________________________________
   Chan Srinivasa, City Clerk
REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
Thursday, May 10, 2018 AT 3:00 P.M.

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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. Mayor Rick Kriseman, Deputy Mayor/City Administrator Dr. Kanika Tomlin, City Attorney Jacqueline Kovilaritch, Assistant City Administrator Tom Greene, City Clerk Chan Srinivasa and Office Systems Specialist Paul Traci were also in attendance. Absent. None.

In connection with the approval of the agenda, Councilmember Gerdes moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda.


In connection with the Awards and Presentations portion of the agenda, Vice-Chair Kornell introduced Lakewood High School’s band director Michael Kernodle. Mr. Kernodle gave a presentation to Council regarding the Lakewood High School Jazz Band. The Lakewood High School Jazz Band gave two performances to Council. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Deputy Mayor/City Administrator Dr. Kanika Tomlin presented a Proclamation proclaiming the month of May 2018 as Drowning Awareness Month.

In connection with the Awards and Presentations portion of the agenda, Dan Hester, Meow Now President gave a presentation to Council regarding the Trap, Neuter, Vaccinate, Release Program. No action was taken.
In connection with the Awards and Presentations portion of the agenda, Doug Brightwell, Pinellas County Animal Services Executive Director gave a presentation to Council regarding the Pinellas County - Coyotes agenda item. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Mark Dufva, Catholic Charities Diocese of St. Petersburg Executive Director gave a PowerPoint presentation to Council regarding Pinellas Hope. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Assistant City Administrator Tom Greene presented a Proclamation proclaiming the week of May 6 - May 12, 2018 as Municipal Clerks Week.

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 Rice 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 the Land Use & Transportation Committee report, Cassandra Borchers, Pinellas Suncoast Transit Authority (PSTA) Chief Development Officer gave a PowerPoint presentation to Council regarding the PSTA Bus on Shoulders Program. 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 Homeless Leadership Board report, Chair Wheeler-Bowman asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster 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 Homeless Leadership Board report presented by Councilmember Foster.


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 Gerdes that the following resolution be adopted:
05/10/2018

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.


There being no further business Chair Wheeler-Bowman adjourned the meeting at 5:05 p.m.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: ____________________________
Chan Srinivasa, City Clerk
REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL  
Thursday, May 17, 2018, AT 3:00 P.M.  

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Vice-Chair Steve Kornell called the meeting to order with the following members present: Gina Driscoll, Amy Foster, Charles Gerdes, Steve Kornell, Ed Montanari and Darden Rice. 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 Senior Deputy City Clerk Cathy Davis were also in attendance. Absent: Brandi Gabbard. Lisa Wheeler-Bowman.  

In connection with the approval of the agenda, Councilmember Gerdes 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:  

MOVED CB-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)]  

MOVED CB-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)]  

DEFER D-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.  

DEFER E-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. [DEFERRED TO JUNE 7, 2018 CITY
COUNCIL MEETING]

DEFER F-3(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. [DEFERRED TO JUNE 7, 2018 CITY COUNCIL
MEETING]

DEFER F-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 TO JUNE 7, 2018 CITY COUNCIL MEETING]

ADD G-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. (Vice-Chair Kornell)

ADD G-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. (Councilmember Rice)

DELETE H-1 Committee of the Whole: FY19 Operating Budget (5/8/2018)

ADD H-2(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.

DELETE H-3 Committee of the Whole: Hurricane Irma After Report (5/10/2018)

Wheeler-Bowman.

In connection with the agenda, Mayor Rick Kriseman presented a Proclamation expressing
to the family of former St. Petersburg Mayor Don Jones the City's heartfelt condolences regarding
his passing.

In connection with approval of the Consent Agenda, 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 approving
the attached Consent Agenda as amended.

Wheeler-Bowman.

In connection with the Open Forum portion of the agenda, the following person(s) came
forward:
1. Matthew Weidner, 250 Mirror Lake Drive North, spoke regarding local housing funding.
2. Winnie Foster, 311 57th Avenue South, spoke regarding the passing of former Mayor Don Jones.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 328-H. 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 Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting June 7, 2018 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 328-H

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.


In connection with reports, Alan DeLisle, City Development Administrator and St. Petersburg Commerce Park Representative Thomas Callahan gave a presentation to Council regarding a Lease and Development Agreement with St. Petersburg Commerce Park, LLC. 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:

2018-262 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 SAME; AND PROVIDING AN EFFECTIVE DATE.

In connection with reports, Sharon Wright, Sustainability & Resiliency Director gave a PowerPoint presentation to Council regarding a Lease Agreement with Duke Energy Florida, LLC for a solar canopy on a portion of the Pelican Parking Lot within the new St. Pete Pier™. 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 Rice that the following resolution be adopted:

2018-263 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.


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

2018-264 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.


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 Rice 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 request a referral to the Public Services and Infrastructure Committee for consideration to consider a report on the potential improvements to Runway 7-25 at the Albert Whitted Airport, as well as the economic impact of proposed improvements.


In connection with a new business item presented by Councilmember Darden Rice, Vice-Chair Kornell asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Dick Pierce, 939 Beach Drive Northeast #1504, spoke in support of the new business item.
2. Denis Deja, 528 Dartmoor Street North, spoke in support of the new business item.

Councilmember Rice 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 request 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.


In connection with the Budget, Finance & Taxation Committee report, Councilmember Rice moved with the second of Vice-Chair Kornell that the following resolution be adopted:

2018-265 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.


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

1. Terri Scott, 5300 Lake Maggiore Boulevard South, expressed her concerns regarding a proposed soft letter from Council to the St. Petersburg Housing Authority in support of the redevelopment at Jordan Park.
Councilmember Gerdes 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 submit a soft letter in support of the redevelopment at Jordan Park to the St. Petersburg Housing Authority.


Councilmember Rice 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 Budget, Finance & Taxation Committee report of May 10, 2018 presented by Councilmember Gerdes.


Vice-Chair Kornell recessed the meeting at 5:45 p.m. for a short break.

Vice-Chair Kornell reconvened the meeting at 6:07 p.m.

In connection with public hearings, 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 resolutions be adopted:

2018-266 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.

2018-267 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.

2018-268 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.


In connection with public hearings, the Clerk read the title of proposed Ordinance 326-H. 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 Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 326-H entitled:

PROPOSED ORDINANCE NO. 326-H

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.

be adopted on second and final reading.

In connection with public hearings, the Clerk read the title of proposed Ordinance 327-H. 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 proposed Ordinance 327-H entitled:

PROPOSED ORDINANCE NO. 327-H

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

be adopted on second and final reading.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Debi Mazor, 300 2nd Avenue Southeast #30, expressed her concerns regarding the loss of waterfront and the Duke Energy request to build an energy plant.
CONSENT AGENDA

COUNCIL MEETING
CITY OF ST. PETERSBURG

Consent Agenda A
May 17, 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 additional discussion at a later time.

2018-245
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.

2018-246
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.

2018-247
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.

2018-248
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.

2018-249
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.
Consent Agenda B
May 17, 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.

2018-250 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 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.

2018-251 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.

2018-252 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).

2018-253 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.

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).

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 REPORTS AS E-3(a)]

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. 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.
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 REPORTS AS E-3(b)]

There being no further business Vice-Chair Kornell adjourned the meeting at 6:15 p.m.

______________________________
Steve Kornell, Vice-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:
A resolution approving agreements between the city of St. Petersburg, Florida, and C Glass Studio, LLC ("Artist"), for Artist to (i) design, fabricate, and install a piece of art entitled “Community Circles” on the east facing exterior wall of the Annex Building at the City’s new Police Headquarter Complex ("Annex") for a firm fixed price of $170,000; exempting and waiving the Florida Statute and City Code public construction bond requirement for the agreement for the artist to design, fabricate, and install “Community Circles”; approving a supplemental appropriation in the amount of $170,000 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs division (0201777); authorizing the city attorney to make non-substantive changes to the agreements; authorizing the mayor or his designee to execute the agreements and all documents necessary to effectuate these transactions; and providing an effective date.

EXPLANATION:
The Police Department Public Art Project Committee was established pursuant to Section 5.58 of the City Code to ensure that proper consideration was given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the Complex. A Request for Qualifications ("RFQ") was sent on July 17, 2017 inviting artists to submit applications to create a piece of art or multiple pieces of art for the Complex. As a result, the Committee received seventy-two (72) applications and selected five (5) of those as finalists to prepare and present to the Committee site-specific proposals. The Committee met on April 11, 2018 to hear the finalists’ presentations of their proposals. Based on the design ideas presented by Catherine Woods with C Glass Studio, LLC, the Committee selected Ms. Woods to propose an additional piece of exterior art for another location at the Complex. On May 9, 2018 the Committee met to hear Ms. Woods’ site specific proposal; the Committee voted to commission Ms. Woods to fully design and fabricate two pieces entitled “Community Circles” to be installed on the east facing wall of the Annex. On June 5, 2018, the Public Arts Commission approved the Committee’s selection and an additional $60,000 to be spent from the Arts in Public Places fund (1901) to cover the extra cost of this piece and other costs associated with all selected Police Station public art; and recommends that City Council approve the agreement for Artist to fully design, develop and install “Community Circles” on the east facing exterior wall of the Annex Building at the City’s new Police Headquarter Complex.

Council action on June 14, 2018 (CR 312) approved a transfer of $500,000; $356,000 of which was used for the procurement of “Shielded”, and “Gladiolus Blossom”; $29,000 of which is being used to fund the installation of “Gladiolus Blossom”; $5,000 of which will be used to secure insurance; and the remaining $110,000 from the previously approved council transfer will be used to fund the procurement of “Community Circles”.

The total budgeted cost for “Community Circles” public art project is $170,000. Work to be completed and installed in conjunction with the construction and completion of the Annex Building at the new Police Station Complex.
RECOMMENDATION:
Administration recommends that City Council accept the recommendation made by the Police Department Public Art Project Committee and approved by the Public Arts Commission.

COST/FUNDING/ASSESSMENT INFORMATION:
Funds will be available after approval of a supplemental appropriation in the amount of $170,000 from the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs division (0201777) to provide for the design, fabrication, delivery, and installation of the artwork located at the Annex Building of the City’s new police headquarters complex; approving a supplemental appropriation in the amount of $170,000 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs division (0201777).

ATTACHMENTS:
(1) Design Rendering and Description
(2) Resolution
(3) Artist Agreement

APPROVALS:
Administration: ____________________________ Budget: ____________________________
‘COMMUNITY CIRCLES’

Media: Architectural glass, Polychromed metal, Stainless steel
Dimension: From 10’ OD to 3’ OD.

Description:
‘Community Circles’ is comprised of eleven rings of painted, architectural glass and pierced metal, both polychromed and polished. The rings range in size from 10’ in diameter to 3’ in diameter. The durable architectural glass is painted and laminated. The stainless steel is marine grade, designed for Florida's tropical climate. The circular elements are attached to the annex wall with a custom mounting system. The glass and metal elements are painted and pierced with abstracted images of the community, taken from thousands of artist's photographs of the area served by the SPPD. Photos and artwork created by citizens of the area will also be incorporated, along with symbols that represent the tenets of the SPPD - loyalty, integrity, and honor.
Resolution No. 2018-_____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND C GLASS STUDIO, LLC ("ARTIST"), FOR ARTIST TO DESIGN, FABRICATE, AND INSTALL A PIECE OF EXTERIOR ART ENTITLED "COMMUNITY CIRCLES" ON THE EAST FACING EXTERIOR WALL OF THE ANNEX BUILDING AT THE CITY’S NEW POLICE HEADQUARTER COMPLEX FOR A FIRM FIXED PRICE OF $170,000 ("ARTIST AGREEMENT"); EXEMPTING AND WAIVING THE FLORIDA STATUTE AND CITY CODE PUBLIC CONSTRUCTION BOND REQUIREMENT FOR THE ARTIST AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $170,000 FROM THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901) TO THE MAYOR’S OFFICE CULTURAL AFFAIRS DIVISION (0201777); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE ARTIST AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE ARTIST AGREEMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida, is committed to supporting and encouraging the artistic and cultural enrichment of the St. Petersburg community; and

WHEREAS, the Police Department Public Art Project Committee ("Committee") was established pursuant to Section 5-58 of the City Code to ensure that proper considerations are given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the City’s new police headquarter complex ("Complex"); and

WHEREAS, on April 11, 2018, the Committee voted to invite Catherine Woods of C Glass Studio, LLC to present a proposal for a site-specific work of art for the Complex on May 9, 2018; and
WHEREAS, on May 9, 2018, based on the site-specific proposal presented by Catherine Woods of C Glass Studio, LLC, the Committee voted to recommend the City enter into an agreement with Catherine Woods of C Glass Studio, LLC to design, fabricate, and install exterior art work for the Complex for an amount not to exceed $170,000 ("Artist Agreement"); and

WHEREAS, pursuant to City Code Section 5-63, the total allocation of funds deposited into the Arts in Public Places fund for the police headquarters project was $500,000, which was previously transferred into the Arts in Public Places fund by resolution of City Council on June 14, 2018; and

WHEREAS, $390,000 of that $500,000 is being utilized to fund the two art pieces by MGA Sculpture Studio, LLC that are to be installed at the Complex, with $110,000 remaining for the police headquarters project; and

WHEREAS, pursuant to City Code Section 5-62(d)(3)b., the Public Arts Commission voted on June 5, 2018 to supplement the remaining $110,000 for the police headquarters project with an additional $60,000 from the Arts in Public Places fund to go toward the Catherine Woods piece; and

WHEREAS, on June 5, 2018, the Public Arts Commission approved the Committee’s selection and recommends that City Council approve the Artist Agreement; and

WHEREAS, the Artist Agreement involves the prosecution and completion of a public work requiring a public construction bond pursuant to Florida Statute Section 255.05(1) and City Code Section 2-254(a), unless City Council exempts Artist from executing a public construction bond pursuant to Florida Statute Section 255.05(1)(d) and waives the requirement pursuant to City Code Section 2-259; and

WHEREAS, Administration recommends that City Council grant an exemption and waiver from the public construction bond requirement for the Artist Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an agreement between the City of St. Petersburg, Florida, and C Glass Studio, LLC ("Artist"), for Artist to design, fabricate, and install a piece of exterior art entitled “Community Circles” on the east facing exterior wall of the annex building at the City’s new police headquarter complex for a firm fixed price of $170,000 ("Artist Agreement") is hereby approved.

BE IT FURTHER RESOLVED that Artist is exempted from executing a public construction bond for the prosecution and completion of a public work for the Artist Agreement pursuant to Florida Statute 255.05.

BE IT FURTHER RESOLVED that the requirement under City Code Section 2-254(a) that the Artist obtain a public construction bond is waived pursuant to City Code Section 2-259.
BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation for FY 2018:

Arts in Public Places Fund (1901)  
Mayor’s Office Cultural Affairs Division (0201777)  $170,000

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

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

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal  Budget  Administration
ARTIST AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of ____________________, 2018 ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, ("City") and C Glass Studio, LLC ("Artist") (collectively, "Parties").

WHEREAS, it is the desire of City and Artist to establish the terms and conditions under which a work of art shall be designed, fabricated and installed by Artist in the place designated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein (which are an integral part of this Agreement and are incorporated herein by reference), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1   Artwork - The work(s) of art entitled “Community Circles” which is to be fully designed, fabricated, and installed by Artist under this Agreement. The Artwork is generally depicted and described in Exhibit A, which is attached hereto and made a part of this Agreement.

1.2   Site – East facing wall of Police Station Annex parallel to 13th Street North at Arlington Avenue North.

ARTICLE 2. SCOPE OF SERVICES

2.1.   Independent Contractor. Artist is an independent contractor and nothing in this Agreement shall be construed as constituting Artist as an employee, agent or representative of the City. No employee or agent of the City shall supervise Artist.

2.2.  Artist Responsibilities. Artist shall perform or provide all services and furnish all supplies, materials and equipment necessary for the design, development, fabrication, delivery and installation of the Artwork and shall comply with the following:

A.   Beginning on the Effective Date, Artist shall commence the final design, development, fabrication and installation of the Artwork in accordance with this Agreement.

B.   Final placement of the Artwork must be coordinated with and approved by the City before installation begins to ensure that no damage is caused to the Site.

C.   Artist shall submit monthly progress reports to the City upon written request.
D. Artist shall present to the City in advance, for further review and approval, a written proposal for any significant changes in the scope, design, color, size, material or texture, or location on the Site of the Artwork which affects installation, scheduling, Site preparation or maintenance for the Artwork or the concept of the Artwork as approved by the City.

E. Artist agrees that the Artwork will not utilize any protected patent, trademark, or copyright unless Artist has obtained proper permission and all releases and other necessary documents. If Artist uses any protected material, process, or procedure, Artist shall disclose such patent, trademark, or copyright in the construction drawings and technical specifications.

F. Artist shall provide written instructions for the care, maintenance and preservation requirements for the Artwork. The City acknowledges that the Artwork may suffer some ordinary wear and tear, but such wear and tear shall not be of such a nature to affect the integrity or overall visual quality of the Artwork. The Artwork shall be designed to withstand all conditions that could reasonably be expected to occur at the Site.

G. Artist shall provide a written warranty of the Artwork, guaranteeing the quality of materials and workmanship for a period of not less than twenty-five (25) years after Final Acceptance (as hereinafter defined).

H. Artist is responsible for acquiring all City, county, state or federal permits or variances necessary for the construction and/or installation of the Artwork.

I. Artist and the Artwork shall at all times comply with all current and future federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”). Artist hereby makes all certifications required by Florida Statute section 287.135.

2.3. *City's Right to Review Progress*. The City shall have the right to review the progress of the Artwork at all reasonable times.

2.4. *Ownership of Documents*. Upon completion of the Artwork all studies, drawings, designs and photographs prepared and submitted to the City under this Agreement by Artist shall become the property of the City. The City will not be entitled to any other original drawings in the possession of Artist.
ARTICLE 3. COMPENSATION

3.1. **Firm Fixed Price.** City shall pay Artist a firm fixed price of one hundred seventy thousand dollars ($170,000) ("Firm Fixed Price"), which shall constitute full compensation for all services performed (including any approved services provided prior to the Effective Date) and materials furnished by Artist under this Agreement, including Artist's fee.

3.2. **Method and Schedule of Payment.** Artist shall invoice the City for the Firm Fixed Price in accordance with the following schedule, and the City shall pay such invoices within thirty days after receipt (provided Artist is in compliance with the terms and conditions of this Agreement). Each payment installment represents full and final payment for all services and materials provided prior to payment thereof. Each installment shall be paid after receipt of the certifications or documentation described below, which shall be in a form acceptable to the City in its reasonable discretion.

A. Phase 1 - Artist shall invoice the City for thirty four thousand dollars ($34,000) within thirty (30) days after the Effective Date. This amount is intended to cover Artist’s contracting engineer, photography and art production and initial lighting design consultation.

B. Phase 2 - Artist shall invoice the City for sixty eight thousand dollars ($68,000) after the City’s acceptance of Artist’s design and engineering documents. This amount is intended to cover down-payment to glass company for materials, glass samples, continued art production, and final lighting design.

C. Phase 3 – Artist shall invoice City for thirty four thousand dollars ($34,000) for final production of glass elements, once glass samples are approved by artist in consultation with City. This amount is intended as final payment to the glass company and initial metal material/fabrication.

D. Phase 4 - Artist shall invoice the City for seventeen thousand dollars ($17,000) after fabrication completion and the City’s acceptance of the fabricated Artwork following City inspection.

E. Phase 5 - Artist shall invoice the City for the remaining seventeen thousand ($17,000) of the Firm Fixed Price upon installation of the Artwork, and after presenting to or obtaining from the City the following:

   i. Photos and documentation of completed fabrication and installation of the Artwork and evidence that all required permits have been obtained;

   ii. A written bill of sale conveying title of the Artwork to the City;
iii. Written instructions for the care, maintenance, preservation and handling of the Artwork pursuant to this Agreement;

iv. A sworn statement of no liens, claims or other encumbrances for the Artwork pursuant to this Agreement;

v. A written warranty for the Artwork pursuant to this Agreement;

vi. Written assignment of any and all warranties for materials used or labor performed by subcontractors or other persons for the Artwork; and

vii. Obtaining Final Acceptance of the Artwork pursuant to this Agreement.

3.3. *Availability of Funds.* The performance by the City of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the City for the purposes of this Agreement for the current and any future fiscal period. The City shall appropriate all funds necessary to fund this Agreement at the time this Agreement is approved by City Council.

3.4. *Travel and Other Expenses.* Travel and other expenses will not be reimbursed except as provided in this Agreement. Artist's sole compensation shall be the Firm Fixed Price as described in this ARTICLE 3.

**ARTICLE 4. TIME OF PERFORMANCE**

4.1. *Time of Performance Described.* All services by Artist shall be completed pursuant to this Agreement. Artist agrees to be available to begin this project immediately on the Effective Date. Artist shall complete and install the Artwork and submit all required documentation to the City no later than April 30, 2019.

4.2. *Extensions by City.* The City may grant Artist a reasonable extension of time in the event there is a delay on the City's part in performing obligations under this Agreement or if conditions beyond Artist's control or acts of God render timely performance of Artist's services impossible or unreasonably burdensome. Artist agrees and understands that the City shall be the sole judge of what constitutes "beyond Artist's control." Further, Artist agrees that there will be no extension of time for any reason if such extension of time would result in an increase in the Fixed Firm Price.

4.3. *Special Extensions.* The City's Mayor or his designee shall have the authority to grant one extension for up to ninety (90) days for good cause, as determined by the City in its sole and absolute discretion.

4.4. *Failure to Fulfill Obligations.* Except as otherwise provided herein, failure to fulfill obligations due to conditions beyond either party's reasonable control will not be
considered a breach of this Agreement, provided that such obligations shall be suspended only for the duration of such conditions.

4.5. **Presentations of Artwork While in Progress.** During the performance of this Agreement, Artist specifically grants to the City the right, at the City’s discretion, to make presentations, photographs or otherwise reproduce faithful images of the Artwork while in progress for presentation purposes.

4.6. **Acceptance of Artwork upon Completion.** Artist shall provide the City with written notice of completion after the Artist completes and installs the Artwork and provides to the City all documentation required pursuant to this Agreement. The City shall, in writing, accept or reject the Artwork within ten (10) business days of the City’s receipt of Artist’s written notice of completion. The City may only reject the Artwork if it does not meet the design plans, drawings or specifications described herein or if Artist has not provided documentation as required pursuant to this Agreement. If the City fails to accept the Artwork due to noncompliance with the design plans, drawings or specifications or failure to provide documentation required pursuant to this Agreement (“Noncompliance”), the City shall give Artist written notice of such failure to accept, the reasons therefore and a reasonable opportunity to correct such Noncompliance, provided, however, that in no event shall the period to correct the Noncompliance exceed thirty (30) calendar days from the date the City provides notice of Noncompliance to Artist. For purposes of this Agreement, “Final Acceptance” means that Artist has cured all Noncompliance (if any), and the City has issued written approval of the Artwork and associated documentation.

**ARTICLE 5. GENERAL CONDITIONS**

5.1. **Assignment, Transfer or Subcontracting.** A material element of this Agreement is the personal skill, judgment and creativity of Catherine Woods of C Glass Studio, LLC. Therefore, Artist shall not assign, transfer or subcontract the creative or artistic portions of the Artwork to another party without the prior written approval of the City, which approval may be withheld in the City’s sole and absolute discretion.

5.2. **Nameplate.** Artist may, at Artist’s expense, include a permanent and proper nameplate, which shall include the name of the Artwork, the name of Artist, and the date of completion. The content, design and location thereof must be mutually agreed to by Artist and the City. If Artist provides a nameplate or if no nameplate is provided and the City wishes to provide a nameplate, or if the nameplate provided by Artist is replaced, the nameplate should, at a minimum, include the information set forth in this Section 5.2.

5.3. **Public Records.**

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

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

C. Nothing contained herein shall be construed to affect or limit Artist’s obligations including but not limited to Artist’s obligations to comply with all applicable Laws.

ARTICLE 6. WARRANTIES

6.1. Warranty of Title. Artist warrants that the Artwork shall be the result of the artistic efforts of Artist and that, unless otherwise stipulated herein, the Artwork shall be unique, an edition of one, and not infringe on any copyright. Artist shall deliver the Artwork free and clear of any liens, claims or other encumbrances of any type arising from the acts of Artist.

6.2. Warranty of Quality. Artist warrants that the Artwork shall be free of defects in material and workmanship and that Artist shall correct any such defects which appear for a period of three (3) years from Final Acceptance at Artist's expense. This warranty of quality shall
not require Artist to correct any damage caused by vandalism or any act of the City so long as such damage is not the result of a defect in material or workmanship of Artist. It is understood by the City that the Artwork has been designed and built by Artist as a work of art. Any use by the City of the Artwork for purposes other than for adornment of the Site as a work of art hereby voids this warranty of quality.

6.3. **Warranty Regarding Useful Life.** Artist warrants that the Artwork will be designed, fabricated, and installed to have a useful life of at least twenty-five (25) years after Final Acceptance.

**ARTICLE 7. TITLE AND COPYRIGHT**

7.1. **Artist Responsibility.** Artist shall execute any and all lawful documents, including assignments, which the City deems necessary or desirable to fully acknowledge the City's ownership interest in the Artwork and to effectuate any assignment and this Agreement.

7.2. **Title.** Title to the Artwork shall vest in the City upon delivery of the Bill of Sale by Artist. As owner of the Artwork, the City may exercise any and all rights of ownership including but not limited to sale, removal or destruction of the Artwork, subject to the requirements set forth in this Agreement.

7.3. **Copyright.** Except ownership and possession, Artist retains all rights in and to the Artwork, including all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq., except as such rights are limited by this Agreement or waived by Catherine Woods in Exhibit D, which is attached hereto and made a part hereof. In the event Artist records Artist's identity and address with the Copyright Office, Artist shall notify the City of such recordation.

7.4. **Limitations on Artist Copyright.** The Artwork in its final dimension shall be unique. Artist shall not make any exact duplicates of the final Artwork or grant permission to others to do so except with the written permission of the City.

7.5. **License to City.** Artist grants to the City and its assigns an irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

7.6. **Credit to Artist.** The City shall use reasonable efforts, in all reproductions based on the Artwork, to give credit to Artist. This section 7.6 shall not apply if Catherine Woods exercises Catherine Woods' right to prevent the use of Catherine Woods' name as the author of the Artwork in accordance with applicable Laws or if Artist exercises its right to prevent the use of its name in association with the Artwork in accordance with this Agreement.
7.7. *Credit to City.* Artist shall use best efforts to give a credit reading substantially, "all original work owned by the City of St. Petersburg, Florida" in any public showing or distribution to the public of any reproductions of the Artwork which have been authorized by the City and which are under Artist's control.

**ARTICLE 8. RISK OF LOSS AND INSURANCE**

8.1. *Damage.* Should any repairs to any structure or the Site become necessary or if the Artwork is damaged in any way prior to the City issuing its Final Acceptance, the City shall not have any liability or responsibility for replacement or repair of the Artwork.

8.2. *Damage to Materials.* If, before the City issues its Final Acceptance, the Artwork, art materials or any portion of the art materials are substantially damaged by fire, explosion, or other casualty or occurrence, the City may elect to repair or replace the art materials or immediately terminate this Agreement. In the event of termination pursuant to this Section 8.2, the City shall not be obligated to pay Artist any remaining monies in connection with this Agreement. The City shall not have any liability to Artist in the event of termination of this Agreement pursuant this Section 8.2 and Artist shall not be required to repay any money paid to Artist from the City pursuant to this Agreement, unless such damage to the art materials was caused or contributed to by the negligence of Artist or Artist's employees, subcontractors, representatives or agents. Nothing contained herein shall limit the City's rights and remedies against Artist if Artist, any other occupant of the Site, or their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, caused or contributed to the damage to the art materials.

8.3. *Insurance.* Artist shall arrange for, and/or ensure that Artist and all subcontractors have, or are covered by, public liability and property damage insurance to protect Artist, the Indemnified Parties (as defined herein), and any subcontractor performing work covered by or related to this Agreement, from claims for damage for personal and bodily injury, including accidental death, as well as from claims of property damage, which may arise from operations under this Agreement whether such operations are by Artist and by any subcontractor or anyone directly employed by either of them in the amounts as follows, which shall remain in effect until Final Acceptance by the City:

A. General Liability Insurance including contractual liability and products and completed operations with coverage limits of at least $300,000 per occurrence protecting the City against all claims or demands that may arise.

B. Automobile Liability Insurance with minimum limits as set forth by Florida Statute.

C. Workers' Compensation Insurance in compliance with the laws of the State of Florida. Employers Liability coverage with minimum limits of $100,000 for each accident, $100,000 for each employee for disease, and $500,000 total for all disease.
i. The Indemnified Parties (as defined herein) must be shown as an additional named insured with respect to this coverage.

ii. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Artist.

iii. The insurance policy required above shall be issued by a company authorized to do business in the State of Florida, with the following qualifications as to management and financial strength: the company must be rated not less than "A" as to management, and not less than Class "X" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

iv. Artist shall furnish a certificate of insurance on a standard ACORD form to the City prior to commencement of operations on the Site, which certificate shall clearly indicate that Artist and/or its subcontractors have obtained insurance in the type, amount and classification as required for strict compliance with this article and that no material changes or cancellation of insurance will be effective without thirty (30) days prior written notice to the City, despite changes to or cancellation of insurance.

v. Compliance with the foregoing requirements shall not relieve Artist of its liability and obligations under this Agreement.

ARTICLE 9. INDEMNIFICATION AND RELEASE

9.1. Indemnification.

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

(i) The performance of this Agreement (including any amendments thereto) by Artist, its employees, agents, representatives or subcontractors; or
(ii) The failure of Artist, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws; or

(iii) Any negligent act or omission of Artist, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Artist, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

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

(v) Infringement or alleged infringement of the Artwork or any materials or parts contained in the Artwork upon any copyright, trademark, patent, or trade secret right of any party; or

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

B. The provisions of this Section 9.1 are independent of, and will not be limited by, any insurance required to be obtained by Artist pursuant to this Agreement or otherwise obtained by Artist, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

9.2. Notice. The Parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

9.3. Release. Artist releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the Indemnified Parties from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to, attorneys’ fees and costs, on account of injury to the person or property in connection with Artist’s performance pursuant to this Agreement, whether arising out of or caused by the negligence of any or all of the Indemnified Parties or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, the Site, City property or thoroughfare while the undersigned is participating in any phase of the design, fabrication and installation of the Artwork. Artist shall require all workers engaged in the performance of this Agreement to execute the release set forth Exhibit “B”.

ARTICLE 10. MAINTENANCE, RESTORATION, MODIFICATION, AND REMOVAL
10.1. **Maintenance.** The City recognizes that the maintenance of the Artwork on a regular basis will be necessary and shall clean and maintain the Artwork in conjunction with the normal maintenance and cleaning procedures based on Artist's written instructions therefore provided pursuant to this Agreement for as long as the Artwork remains at the Site.

10.2. **Failure to Maintain Artwork.** In the event the City fails to maintain the Artwork in good condition, Artist shall have the right to prevent the use of Artist's name as author of the Artwork. In such event, Artist may require, by providing written notice to the City of such requirement, that the City remove any references to Artist on the nameplate accompanying the Artwork (if applicable) unless and until the Artwork is satisfactorily repaired.

10.3. **Restoration.** After Final Acceptance, the City shall have the right to determine when and if repairs and restorations to the Artwork will be made. During Catherine Woods’s lifetime, to the extent practical, the City shall give Artist (i.e., C Glass Studio, LLC) notice of any intended repairs or restorations and the opportunity to make or approve all repairs and restorations; provided, however, that Artist shall not unreasonably withhold approval for any repair or restoration of the Artwork. If, within ninety (90) days, Artist does not respond to the City's reasonable attempts to give Artist the opportunity to make or approve any repair or restoration, or if Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, Artist shall be given the opportunity to make or personally supervise significant (as determined by the City) repairs or restoration and shall be paid a reasonable fee for any such services, provided that the City and Artist agree in writing, prior to commencement of any significant repairs or restoration, upon Artist's fee for such services. If no agreement is reached as to Artist's fee for such repairs or restoration, then the City may make repairs, restoration or other arrangements the City deems appropriate for the Artwork.

10.4. **Alteration of the Artwork.** Except to the extent the City may alter the Site or remove, relocate, maintain, restore, sell, donate, dispose of, destroy, or store the Artwork pursuant to this Agreement, the City agrees that it will not intentionally damage, alter, modify or change the Artwork without the prior written approval of Artist to the extent the City deems it is practical to obtain such approval.

10.5. **Alteration of the Site.** To the extent the City deems practical, the City shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork consistent with the provisions of this Agreement.

10.6. **Removal of Artwork.** The City has the right to remove the Artwork from the Site for any reason in the City’s sole and absolute discretion, subject to the requirements of this Agreement. If the City removes the Artwork, the City may then, in the City’s discretion, subject to the requirements of this Agreement, place the Artwork on other property of the City that the City deems suitable, store the Artwork in its entirety in a safe location, place
the Artwork on non-City owned property that the City deems suitable, or dispose of, destroy, sell or donate the Artwork.

A. Relocation or Storage. To the extent practical, during Catherine Woods’s lifetime, the City shall notify Artist (i.e., C Glass Studio, LLC) if the City elects to remove and relocate or store the Artwork, and shall give Artist the opportunity to remove the Artwork at Artist’s expense, or to personally supervise the removal of the Artwork to the location chosen by the City. In the event that Artist fails, within ninety (90) days of receipt of such notice, to participate in the planning or execution of the removal of the Artwork, the City shall have the right to proceed with the removal and relocation or storage of the Artwork without any input or participation by Artist. Artist expressly acknowledges and understands that removal and subsequent relocation or storage of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification, and Artist hereby expressly agrees to waive any rights Artist may have to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may result from the Artwork’s removal and relocation or storage.

B. Disposition, Destruction, Sale, or Donation. To the extent practical, during Catherine Woods’s lifetime, the City shall give Artist (i.e., C Glass Studio, LLC) reasonable notice and opportunity (not to exceed ninety (90) days) to have the Artwork returned to the Artist at Artist’s expense in the event the City elects to dispose of, destroy, sell, or donate the Artwork. Artist hereby expressly agrees to waive any rights Artist may have to prevent the destruction, distortion, mutilation, or other modification of the Artwork that may occur as a result of such disposition, destruction, sale, or donation of the Artwork.

ARTICLE 11. DEFAULT AND TERMINATION

11.1. Default Defined. Failure of either party to comply with any provisions of this Agreement shall place that party in default. Except as otherwise provided in Section 5.3 and Section 8.2, concerning public records and damage to materials, respectively, the defaulting party shall be entitled to thirty (30) days to cure the default upon receipt of written notice specifying the default.

11.2. Termination for default. In the event the default is not timely cured in the thirty (30) day period referenced in Section 11.1, this Agreement may be terminated immediately by written notice. Prior to terminating this Agreement and except as otherwise provided herein, the non-defaulting party shall notify the defaulting party in writing stating specifically the provisions which are alleged to give rise to the default. If the City terminates this Agreement pursuant to this Section 11.2 before Final Acceptance by the City, Artist shall immediately repay all payments paid to Artist under this Agreement. If Artist terminates this Agreement pursuant to this Article, the City shall forfeit any right to repayment of any payments made through the date Artist notifies the City that the
Agreement is terminated. In addition to the termination provisions set forth in this Section 11.2, the City may terminate this Agreement as provided in Florida Statute section 287.135.

11.3. **Termination for Convenience.** This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice. In the event of termination for convenience, the City shall only be liable to Artist for payment milestones reached prior to the effective date of termination.

**ARTICLE 12. NOTICE TO PARTIES**

12.1. **Notice of Documents.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery if hand delivered to the address below:

TO CITY: TO ARTIST:
City of St. Petersburg C Glass Studio, LLC
Attention: Lynn Goodwin 297 20 Avenue South
P.O. Box 2842 St. Petersburg FL 33705
St. Petersburg, FL 33731 Attn: Catherine Woods

12.2. **Change of address.** Any party may change its address for the giving of notice pursuant to notice given in accordance with the provisions of Section 12.1, which notice shall be effective upon receipt by the other party.

12.3. **Failure to Notify City of Change of Address.** If Artist fails to notify the City of a change of address, Artist waives all rights that are granted in this Agreement that require notice to Artist.

**ARTICLE 13. MISCELLANEOUS**

13.1. **Entirety of Agreement.** This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

13.2. **Surviving Covenants.** The covenants and obligations set forth in this Agreement shall survive the delivery and Final Acceptance and associated documentation and shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest.
13.3. **Severability.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable Laws of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement.

13.4. **Captions.** Captions are inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provision contained herein.

13.5. **Waiver.** No waiver of any provision of this Agreement or any breach thereof shall be construed as a continuing waiver nor shall it constitute a waiver of any other provision or breach. Further, the failure of either party to exercise its rights under this Agreement shall not be construed as a waiver to such a right.

13.6. **Law and Forum.** This Agreement shall be construed under the laws of the State of Florida, and any action arising hereunder shall be brought in Pinellas County, Florida, or, if in Federal Court, the Middle District of Florida, Tampa Division.

13.7. **Construction.** Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not construe it against one party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the party who itself or through its agents prepared the same, as each party has participated in the preparation of this Agreement and each party consulted with independent legal counsel of its own selection or waived its right to do so prior to the execution of this Agreement.

13.8. **No Third Party Beneficiaries.** Neither Artist nor the City intends to directly or indirectly benefit a third party by this Agreement. Therefore, the Parties agree that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

13.9. **Incorporation by Reference.** Composite Exhibit C, the Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation, and Copyright Agreement and Assignment are upon their execution by a party to this Agreement incorporated into and made a part of this Agreement.

13.10. **Further Assurances.** The Parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

13.11. **Exhibits.** Each exhibit to this Agreement is an essential part hereof and is incorporated herein by reference.
IN WITNESS WHEREOF, the Parties hereto have executed these presents for the purposes herein expressed.

CITY OF ST. PETERSBURG, FLORIDA
By: __________________________
Print: __________________________
Title: __________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731

ATTEST:

______________________________ (SEAL)
City Clerk

C GLASS STUDIO, LLC:

Sign: __________________________
Print: __________________________
Address: ________________________

WITNESSES
AS TO ARTIST:

Sign: __________________________
Print: __________________________

Sign: __________________________
Print: __________________________

STATE OF ____________)  
COUNTY OF ____________)  

The foregoing instrument was acknowledged before me this _____ day of __________, 20__, by ________________________, personally known to me or who has produced ________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign __________________________
Print __________________________
State of ________________________
My Commission No.:____________

APPROVED AS TO FORM AND CONTENT:

______________________________
City Attorney (designee)

document # - 00382000

16
ATTACHMENTS:

Exhibit A – Final Design and Description of Artwork

Exhibit B - Release of any person working on the Site or the Artwork

Composite Exhibit C - Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation and Copyright Agreement and Assignment

Exhibit D – Release and Waiver of Rights under 17 U.S.C. § 106A
“Community Circles” – Comprised of eleven rings of painted, architectural glass and pierced metal, both polychromed and polished. The rings range in size from 10 feet in diameter to 3 feet in diameter. The durable architectural glass is painted and laminated. The stainless steel is marine grade, designed for Florida’s tropical climate. The circular elements are attached to the annex wall with a custom mounting system. The glass and metal elements are painted and pierced with abstracted images of the community, taken from thousands of artist’s photographs of the area served by the SPPD. Photos and artwork created by citizens of the area will also be incorporated, along with symbols that represent the tenets of the SPPD – loyalty, integrity and honor. At night the artwork is lit by low-voltage LED lighting.

*COMMUNITY CIRCLES*

Media: Architectural glass, Polychromed metal, Stainless steel
Dimension: From 10’ OD to 3’ OD.

Description:
‘Community Circles’ is comprised of eleven rings of painted, architectural glass and pierced metal, both polychromed and polished. The rings range in size from 10’ in diameter to 3’ in diameter. The durable architectural glass is painted and laminated. The stainless steel is marine grade, designed for Florida’s tropical climate. The circular elements are attached to the annex wall with a custom mounting system. The glass and metal elements are painted and pierced with abstracted images of the community, taken from thousands of artist’s photographs of the area served by the SPPD. Photos and artwork created by citizens of the area will also be incorporated, along with symbols that represent the tenets of the SPPD - loyalty, integrity, and honor.

Exhibit A
Exhibit B
Release and Hold Harmless Agreement

THIS RELEASE and HOLD HARMLESS AGREEMENT ("Agreement") is made this day ____________, 201_, by ________________________, its heirs, successors and assigns (collectively "Worker") for the benefit of the City of St. Petersburg, Florida ("City").

WHEREAS, at the request of C Glass Studio, LLC ("Artist"), the City has agreed to purchase a work of art (herein "Artwork") and Worker has agreed with Artist to help implement the Artwork by providing labor or other services.

WHEREAS, pursuant to the artist agreement between the Artist and the City dated ________________, 20__ ("Artist Agreement"), Worker must execute this Agreement in favor of the City prior to working on the Artwork or Site (as defined in the Artist Agreement) in order to protect the Releasees (as defined herein) from certain liabilities.

NOW, THEREFORE, in order to induce the City to fund the Artwork and allow Worker to work for Artist on the Artwork or Site and as consideration therefore, the Worker agrees as follows:

1. Worker hereby releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the City of St. Petersburg, its City Council, its employees, servants, representatives, officers, agents, successors, assigns and volunteers (hereinafter referred to as "Releasees"), from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to attorney’s fees and costs, on account of injury to the person or property or resulting in death of the undersigned, whether arising out of or caused by the negligence of any or all of the Releasees, or otherwise, or whether arising out of or caused by any defect, presence or absence of any condition of, or in or on any real property, premises, City property, the Site or any thoroughfare while the undersigned is participating in any phase of the Artwork.

2. Worker agrees to indemnify and hold and save the Releasees harmless from any and all damages, loss or liability occurring by reason of any injury of any person or property which may occur as a result of or in connection with the implementation of the Artwork or occasioned by an act or omission, neglect, or wrongdoing of the Worker.

3. Worker will, at Worker’s own cost and expense, defend and protect the Releasees against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the implementation of the Artwork.

4. The undersigned expressly agrees personally that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Exhibit B page 1 of 2
WORKER

Sign: __________________________
Print: __________________________
Address: __________________________

STATE OF ____________
COUNTY OF ____________

The foregoing instrument was acknowledged before me this ___ day of ____________, 201__, by ________________________, who is personally known to me or who has produced ________________________ as identification, and who did take an oath.

NOTARY PUBLIC

Sign __________________________
Print __________________________
My Commission No.:
COMPOSITE EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that C Glass Studio, LLC, for and in consideration of the sum of one hundred seventy thousand dollars ($170,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art consisting of architectural glass and pierced metal installed at east facing wall of Police Station Annex parallel to 13th Street North at Arlington Avenue North.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Catherine Woods, has hereunto set his/her hand and seal this _____ day of __________, 20__. 

______________________________
Address: _____________________________
_________________________________
STATE OF ____________ )
COUNTY OF ___________ )

The foregoing instrument was acknowledged before me this _____ day of __________, 201__, by _____________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign __________________________________
Print __________________________________
State of __________________________________
My Commission No.: _______________________
My Commission expires: ____________________

Composite Exhibit C page 1 of 6
WARRANTY: COMMUNITY CIRCLES

C Glass Studio, LLC ("Artist"), hereby warrants the work of art consisting of architectural glass and pierced metal installed at east facing wall of Police Station Annex parallel to 13th Street North at Arlington Avenue North, to be free from defects in materials or workmanship for twenty five (25) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist’s own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, Catherine Woods has hereunto set his/her hand and seal this ___ day of _________, 201__.

__________________________  
Address: ____________________________

__________________________  
STATE OF _____________ )
COUNTY OF _____________ )

The foregoing instrument was acknowledged before me this ___ day of _________, 201__, by ________________, who is personally known to me or who has produced ________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ____________________________
Print ____________________________
State of ____________________________
My Commission No.: ____________________________
My Commission expires: ____________________________
CONTRACTOR'S AFFIDAVIT

STATE OF FLORIDA     )
COUNTY OF PINELLAS   )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, ______________________, who after being first duly sworn by me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the _____ day of ___________, 20____, between C Glass Studio, LLC and the City of St. Petersburg, Florida, that I installed and completed the work of art consisting of architectural glass and pierced metal installed at east facing wall of Police Station Annex parallel to 13th Street North at Arlington Avenue North, for a total price of one hundred seventy thousand dollars ($170,000) to be paid to C Glass Studio, LLC and that said installation is now completed and finished.

That C Glass Studio, LLC has paid and discharged all subcontractors, laborers and materialmen and that there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of one hundred seventy thousand dollars ($170,000) to C Glass Studio, LLC in full satisfaction and discharge of said agreement.

________________________
Sign:

________________________
Address:

STATE OF ___________     )
COUNTY OF ___________     )

The foregoing instrument was acknowledged before me this _____ day of __________, 20____, by ________________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

________________________
Sign

________________________
Print

State of

My Commission No.: ______________________

My Commission expires: ______________________

Composite Exhibit C page 3 of 6
AFFIDAVIT OF NO LIENS

STATE OF   )
COUNTY OF   )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, ___________ __________, who after being first duly sworn by me on oath deposes and says:

1. _______________ is the owner of a work of art consisting of architectural glass and pierced metal installed at east facing wall of Police Station Annex parallel to 13th Street North at Arlington Avenue North.

2. There are no liens, claims or other encumbrances on the work of art and C Glass Studio, LLC is the sole owner and creator of said work of art.

3. C Glass Studio, LLC has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the work of art.

4. I am making this Affidavit upon consideration of the payment of one hundred seventy thousand dollars ($170,000).

__________________________
Address:__________________________

__________________________

STATE OF   )
COUNTY OF   )

The foregoing instrument was acknowledged before me this ___ day of __________, 201__, by ________________, who is personally known to me or who has produced ____________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ____________________________
Print ____________________________
State of ____________________________
My Commission No.:__________________
My Commission expires:______________
APPROVAL AND ACCEPTANCE OF ARTWORK
“Community Circles”

C Glass Studio, LLC ("Artist") has completed the work of art consisting of architectural glass and pierced metal ("Artwork") installed at east facing wall of Police Station Annex parallel to 13th Street North at Arlington Avenue North, in a manner that meets all the requirements of the Artist Agreement dated _________________, 20__, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE:________________________________

CITY OF ST. PETERSBURG, FLORIDA

BY:____________________________________
Print:__________________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION
AND INSTALLATION
“Community Circles”

Artist: C Glass Studio, LLC
Artwork: Community Circles
Location: East facing wall of Police Station Annex parallel to 13th Street North at Arlington Avenue North

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on _________________, 20__, by and between C Glass Studio, LLC and the City of St. Petersburg, Florida.

Date:__________________________________

___________________________
___________________________
___________________________
COPYRIGHT AGREEMENT AND ASSIGNMENT

_____, for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of architectural glass and pierced metal installed at east facing wall of Police Station Annex parallel to 13th Street North at Arlington Avenue North, which work of art ("Artwork") is owned by C Glass Studio, LLC, hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

C Glass Studio, LLC further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which C Glass Studio, LLC holds to the City of St. Petersburg, Florida.

C Glass Studio, LLC further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

Address:

STATE OF __________ )
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this ___ day of __________, 20___, by __________________, who is personally known to me or who has produced __________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign
Print
State of
My Commission No.:
My Commission expires:
Exhibit D
Release and Waiver of Rights under 17 U.S.C. § 106A

In consideration of payment received by C Glass Studio, LLC ("Artist") from the City of St. Petersburg, Florida ("City") for Artist to design, fabricate, and install a work of art ("Artwork") to be installed at east facing wall of Police Station Annex parallel to 13th Street North at Arlington Avenue North, pursuant to the agreement between the City and Artist dated the ____ day of ___________ , 20___ ("Agreement"), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Catherine Woods, hereby waive, disclaim and terminate my rights to prevent any intentional or accidental distortion, damage, destruction, or mutilation of the Artwork, which would be prejudicial to my honor or reputation and the right to prevent any intentional or grossly negligent destruction of the Artwork if it is of a recognized stature as provided under 17 U.S.C. § 106A (Visual Artist Rights Act of 1990), in the following circumstances:

- The distortion, damage, destruction, or mutilation results, in whole or in part, from the acts of a party other than the City or the City's officers, employees, agents, elected or appointed officials acting in their official capacity; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City's failure to repair, or restore the Artwork, regardless of the cause necessitating such repair or restoration; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City's attempts to repair or restore of the Artwork, provided that the City first gave Artist a reasonable opportunity to perform the repairs or restoration in accordance with Section 10.3 of the Agreement; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City's alteration of the installation site, provided the City complies with the requirements set forth in Section 10.5 of the Agreement; or
- The distortion, damage, destruction, or mutilation occurs as a result of the City's temporary or permanent removal of the Artwork from the installation site and/or subsequent relocation, storage, disposition, destruction, sale, or donation of the Artwork, provided that the City complied with the requirements set forth in Section 10.6 of the Agreement; or
- The distortion, damage, destruction, or mutilation otherwise occurs in accordance with the process set forth in Section 10.6 of the Agreement.

This waiver applies to the use of the Artwork to enhance the site at which it is installed or to enhance any other site chosen by the City in the event the City relocates the Artwork to another site.

I am retaining my rights to disclaim authorship of the Artwork as granted by 17 U.S.C. § 106A(a)(1)-(2); provided, however, that I agree if I exercise such rights to disclaim authorship, I thereby waive all other rights to the Artwork set forth in 17 U.S.C. § 106A, including all rights to prevent its distortion, damage, destruction, or mutilation, however caused.

I have read and voluntarily sign this Release and Waiver, and further agree that no oral representations, statements or inducements apart from the foregoing written release and waiver have been made.

Exhibit D page 1 of 2
I acknowledge that I have been hereby encouraged to seek the advice of attorney prior to signing this Release and Waiver, and have been given the opportunity to seek such counsel.

I acknowledge the fact that this Release and Waiver could become a public record pursuant to Chapter 119, Florida Statutes, and will be available to members of the public upon their request.

By signing this Release and Waiver I am waiving and releasing valuable legal rights. I have read this Release and Waiver carefully before signing it.

IN WITNESS WHEREOF, the undersigned has caused this Release and Waiver to be executed this ___ day of ______________, 20__.

BY:

Sign: ___________________________ Telephone: ___________________________

Catherine Woods

Address: ___________________________
SAINT PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 12, 2018

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

SUBJECT: A resolution approving Amendment No. 1 to the 2017 Emergency Medical Services ALS First Responder Agreement; authorizing the Mayor or his designee to execute Amendment No. 1 to the 2017 Emergency Medical Services ALS First Responder Agreement; and providing for an effective date.

EXPLANATION: The City and the Pinellas County Emergency Medical Services Authority (the “Authority”) entered into the Emergency Medical Services ALS First Responder Agreement (the “Agreement”) on or about September 26, 2017 wherein the Authority funds the City’s provision of Advanced Life Support (ALS) First Responder Services in the City. The Authority also funds the City’s response to EMS incidents within the East Highpoint Fire District and the Gandy Fire District. The Agreement term ends September 30, 2019, with the option of extending for three (3) additional one (1) year periods following the initial term.

To address the ever increasing need for response to EMS incidents and provide as much relief possible with available county funding, St. Petersburg Fire Rescue (SPFR) requested additional funding for four (4) paramedic positions from the Authority. This translates to the addition of four (4) paramedic positions staffing Engine 2 which will be 50% partial funded by the Authority for FY 2018/2019 and fully funded by the Authority beginning in FY 2019/2020. These additional positions will help SPFR maintain its high level of EMS service delivery to the growing community.

This proposed Amendment No. 1 amends the Agreement to add and outline funding for the four (4) paramedic positions for Engine 2. The only other change to Exhibit A in Amendment No. 1 is that the funding for Highpoint Fire District is now included within City EMS funding rather than being a separate line item.

RECOMMENDATION: Administration recommends the approval of Amendment No. 1 to the 2017 Emergency Medical Services ALS First Responder Agreement; authorizing the Mayor or his designee to execute Amendment No. 1 to the 2017 Emergency Medical Services ALS First Responder Agreement; and providing for an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues received will be deposited into the Emergency Medical Services Fund (1009). Funding will be available in the FY 19 Operating Budget after adoption by City Council.

APPROVALS:

[Signatures]

Administration: [Signature] Budget: [Signature] 6.27.18
Resolution No. 2018 -

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE 2017 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO THE 2017 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (the “City”) and the Pinellas County Emergency Medical Services Authority (the “Authority”) entered into an Emergency Medical Services ALS First Responder Agreement on or about September 26, 2017 for provision of Advanced Life Support (ALS) First Responder Services (“Agreement”); and

WHEREAS, the parties recognize that the continual increase in EMS demand within the City requires additional ALS first responder resources; and

WHEREAS, the parties desire to amend the Agreement as to the Annual Compensation as set forth in Amendment No. 1 providing for the addition of funding.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Amendment No. 1 to the 2017 Emergency Medical Services ALS First Responder Agreement between the City and the Authority is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute Amendment No. 1 to the 2017 Emergency Medical Services ALS First Responder Agreement between the City and the Authority.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: [Signature]
Administration: [Signature]

00383070
EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT
AMENDMENT NO. 1

CITY OF ST. PETERSBURG

October 1, 2018

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, Florida 33774
ALS FIRST RESPONDER SERVICES AGREEMENT
AMENDMENT NO. 1

THIS FIRST AMENDMENT ("Amendment No. 1") is made this ______ day of ______________ 2018 between, the CITY OF ST. PETERSBURG, a Florida municipal corporation ("Contractor"), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district ("Authority").

In consideration of the mutual benefits set forth below, the parties agree as follows:

1. Contractor currently contracts with the Authority to provide Advanced Life Support (ALS) First Responder Services. The Contractor and the Authority are currently parties to a contract whereby the Contractor provides Advanced Life Support (ALS) First Responder Services for the Authority, which contract is referred to herein as the "Agreement."

2. Except as is otherwise set out herein, Contractor and Authority agree that upon approval by the respective Boards of Contractor and Authority and upon signing this Amendment No. 1, all terms of the Agreement will remain in full force and effect.

3. The Authority funded and authorized ALS First Responder Units, listed as Appendix A, are attached hereto. Appendix A is amended to reflect the funding adjustment for FY18-19 as well as 50% partial funding for Engine 2. Beginning FY19-20, Appendix A will be amended to include 100% funding for Engine 2.
IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _______ day of __________ _____________, 2018.

ATTEST:
KENNETH BURKE, CLERK

by: ________________________________
Deputy Clerk

by: ________________________________
Chairman

PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY
By and through its Board of County Commissioners

Countersigned:

CITY OF ST. PETERSBURG, FLORIDA
By: ________________________________
Print: ________________________________
Title: ________________________________

Attest:

Approved as to Content and Form:

______________________________
City Clerk

______________________________
City Attorney (designee)
# Appendix A

## ALS First Responder Profile

<table>
<thead>
<tr>
<th>Contractor Funded Units</th>
<th>St. Petersburg EMS District(s)</th>
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<tbody>
<tr>
<td><strong>Authority Funded Units</strong></td>
<td>St. Petersburg EMS District</td>
</tr>
<tr>
<td>Rescue 1</td>
<td></td>
</tr>
<tr>
<td>Medic 1 (12/7)</td>
<td></td>
</tr>
<tr>
<td>Rescue 3</td>
<td></td>
</tr>
<tr>
<td>Medic 3 (12/7)</td>
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<tr>
<td>Rescue 4</td>
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<td>Rescue 5</td>
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<td>Rescue 6</td>
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<td>Rescue 7</td>
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<td>Rescue 8</td>
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<td>Rescue 9</td>
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<td>Rescue 10</td>
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<tr>
<td>Rescue 11</td>
<td></td>
</tr>
<tr>
<td>Engine 2</td>
<td></td>
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<tr>
<td>Engine 12</td>
<td></td>
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<tr>
<td>Engine 13</td>
<td></td>
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<tr>
<td>Engine 14</td>
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<table>
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<th>Contractor Funded Units</th>
<th>St. Petersburg EMS District(s)</th>
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<tr>
<td><strong>Contractor Funded Units</strong></td>
<td>St. Petersburg EMS District</td>
</tr>
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<td>Engine 3</td>
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<tr>
<td>Engine 4</td>
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<td>Engine 11</td>
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<table>
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<tr>
<th>EMS Coordination</th>
<th>St. Petersburg EMS District(s)</th>
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<tbody>
<tr>
<td><strong>EMS Coordination</strong></td>
<td>St. Petersburg EMS District</td>
</tr>
<tr>
<td>EMS Coordinator (Rescue Chief) – 1 FTE</td>
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</tr>
<tr>
<td>EMS Captain (Rescue Captain) – 1 FTE</td>
<td></td>
</tr>
<tr>
<td>EMS Administrative Lt. – 1 FTE</td>
<td></td>
</tr>
<tr>
<td>EMS Administrative Support – 1 FTE</td>
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<tr>
<td>Rescue Lt. (LR1) – 1 Position 24/7</td>
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<tr>
<td>Rescue Lt. (LR13) – 1 Position 24/7</td>
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<table>
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<tr>
<th>FY18-19 Annual Compensation</th>
<th>St. Petersburg EMS District(s)</th>
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<tr>
<td><strong>FY18-19 Annual Compensation</strong></td>
<td>St. Petersburg EMS District</td>
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<tr>
<td>City EMS = $13,577,128</td>
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<tr>
<td>Partial funding for Engine 2 = $200,000</td>
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<tr>
<td>Total = $13,777,128</td>
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<tr>
<td>Note: FY19-20 and Future Years = Per submitted budget including 100% Funding for Engine 2.</td>
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<table>
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<tr>
<th>Projected Capital</th>
<th>St. Petersburg EMS District(s)</th>
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<tr>
<td><strong>Projected Capital</strong></td>
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<tr>
<td>FY17-18 Rescue Units - 2</td>
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<tr>
<td>FY18-19 Rescue Units - 2; Staff - 2</td>
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<tr>
<td>FY19-20 Rescue Units - 2</td>
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</tr>
<tr>
<td>FY20-21 Rescue Unit - 1; Medic Units - 2; Staff - 1</td>
<td></td>
</tr>
<tr>
<td>FY21-22 Rescue Units - 3</td>
<td></td>
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</table>
ST. PETERSBURG CITY COUNCIL

Consent Agenda for the Meeting of July 12, 2018

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

FROM: Brett B. Pettigrew, Assistant City Attorney

SUBJECT: Appointment of a City Council Member to serve as a liaison to the St. Petersburg Housing Authority

EXPLANATION:

At the June 7, 2018 meeting of City Council, following discussion of a new business item concerning the St. Petersburg Housing Authority (the “Authority”), City Council requested that the Legal Department prepare a resolution authorizing the Chair of City Council to appoint a Council Member to serve as a liaison to the Authority.

As noted during that discussion, legal obstacles prevent a Council Member from serving directly on the Authority’s board of commissioners, but because the Authority is subject to Florida’s “Sunshine Law,” meetings of the Authority’s commissioners are publicly noticed, and a Council Member is entitled to attend as a (non-voting) member of the public.

The attached resolution provides for the annual appointment of such a liaison. Although the resolution does not specify a procedure for making such appointments, it is our expectation that the Chair would make an initial appointment shortly after this resolution is adopted, and going forward, the subsequent appointments would occur in conjunction with the annual process through which Council Members are appointed to serve on various City committees and intergovernmental agencies.

COST/FUNDING/ASSESSMENT INFORMATION:

Adoption of this resolution is not expected to result in any significant costs to the City.

ATTACHMENTS:

1. Resolution.

APPROVALS:

Legal Department: 

[Signature]
RESOLUTION NO. 2018-_______

A RESOLUTION REGARDING THE ST. PETERSBURG HOUSING AUTHORITY; AUTHORIZING THE CHAIR OF CITY COUNCIL TO APPOINT A CITY COUNCIL MEMBER TO SERVE AS A LIAISON TO THE HOUSING AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes chapter 421 established a municipal housing authority for the City of St. Petersburg authorized to transact business and exercise its powers following adoption of a resolution by the City declaring a need for such an authority to function in the City; and

WHEREAS, on November 6, 1937, City Council adopted resolution 155/33 for the purpose of making such a declaration; and

WHEREAS, following adoption of that resolution, the St. Petersburg Housing Authority (the “Authority”) began transacting business and exercising the powers authorized by Florida Statutes chapter 421; and

WHEREAS, Council desires to have a more complete and timely understanding of the actions being taken by the Authority to promote affordable housing in the City of St. Petersburg, including those actions taken to rehabilitate Jordan Park Apartments; and

WHEREAS, although the Florida Statutes authorize the Mayor, with approval of City Council, to appoint each member of the Authority’s board of commissioners (each, a “Commissioner”), the Florida Statutes expressly prohibit any officer or employee of the City from serving as a Commissioner, and the Florida Attorney General has opined that the Florida Constitution’s prohibition on dual office-holding precludes a member of City Council from serving as a Commissioner; and

WHEREAS, in light of those prohibitions on appointing a City officer, employee, or elected official to serve as a Commissioner, City Council desires to have a member of City Council serve as a liaison between City Council and the Authority; and

WHEREAS, such liaison would not serve as a Commissioner but would observe meetings of the Commissioners, provide a summary of those meetings to City Council, and otherwise serve as an intermediary between City Council and the Authority in a manner consistent with applicable law.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Chair of City Council shall, on an annual basis, appoint a Council Member to serve as a liaison to the Authority as described in this resolution.

BE IT FURTHER RESOLVED that such liaison is not intended to be a Commissioner of the Authority or authorized to exercise any control over the Authority prohibited by Florida law.

This resolution will become effective immediately upon adoption.

Approved as to form and content:

[Signature]

City Attorney (Designee)