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 Council Meeting, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

**GENERAL AGENDA INFORMATION**

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

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

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

Correspondence

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.

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

1. An ordinance amending section 26-168 relating to Residential Parking Permits; extending the Northeast Area, Zone 4 of the Parking Permit Program and prohibiting parking for over two hours without a parking permit for parking in that portion of the City between Third Street and Beach Drive Northeast and Eighth and 10th Avenues NI NE; and providing an effective date. [DELETED]

E. Reports

1. Sewer Report

(a) A resolution approving an increase in the scope of services to be provided by Jacobs Engineering Group, Inc. (“Jacobs”) pursuant to the Professional Services Agreement between the City of St. Petersburg, Florida, and Jacobs dated January 4, 2018, as amended, for Jacobs to provide technical assistance with Fleet Services and Stormwater, Pavement, and Traffic Operation Departments for Standard Operating Procedure compliance with American Public Works Association Accreditation in an amount not to exceed $42,100, utilizing a portion of the previously approved $500,000 contingency; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

(b) A resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 17-02-HWL/CEIP (“Task Order”) to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and H.W. Lochner, Inc. (“Consultant”), for the Consultant to provide additional
Construction, Engineering and Inspection services for the Sanitary Sewer I/I Rehabilitation CIPP Lining Project and other associated services in an amount not to exceed $70,000.03; providing that the total Task Order, as amended, shall not exceed $111,754.13 (Engineering Project Nos. 17013-111 & 17013-211, Oracle Nos. 16017 & 16357); and providing an effective date.

(c) A resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 17-05-HWL/CEIP (“Task Order”), as amended, to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and H.W. Lochner, Inc. (“Consultant”), for the Consultant to provide additional Construction, Engineering and Inspection services for the Sanitary Sewer I/I Priority Area CIPP Lining project and other associated services in an amount not to exceed $70,000.03; providing that the total Task Order as amended shall not exceed $115,089.99 (Engineering Project Nos. 17048-111 & 17048-211, Oracle Nos. 15813 & 16364); and providing an effective date.

2. Authorizing the Mayor, or his designee, to sell two (2) surplus, unimproved City-owned parcels located at approximately 1500 9th Avenue South and 1518 - 9th Avenue South, St. Petersburg, to Sunshine City, LLC for an aggregate sum of $21,200.

3. A resolution approving funding for various arts and cultural agencies in an amount not to exceed $355,000.00 for the period of October 1, 2018 through September 30, 2019 on the recommendation of the Arts Advisory Committee; waiving the requirements of section 112.313, Florida statutes as to Andrew Schlauch for the funding to Arts Center Association, Inc., as to Ashley Burke for the funding to Museum of Fine Arts of St. Petersburg, Florida, Inc., as to Christopher Eaton for the funding to St. Petersburg Clearwater Film Society, Inc., as to Bob Devin Jones and Barbara Gross for the funding to the Studio @ 620, Inc., and as to Kimberly Jackson for the funding to St. Petersburg College Foundation, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effect these transactions; and providing an effective date.

4. Homeless Leadership Board

F. New Business

1. Requesting a status update presentation at the November 1, 2018 City Council meeting, regarding the design standards related to 5G wireless technology. (Councilmember Foster)

2. Requesting a discussion regarding Digital Information and Broadcasting Stations at the October 25th Public Services and Infrastructure Committee meeting. (Vice-Chair Kornell)

3. Referring to the Public Services and Infrastructure Committee to discuss maintaining pedestrian safety while encouraging economic vitality in our downtown area. (Councilmember Driscoll)

G. Council Committee Reports

1. Budget, Finance & Taxation Committee (10/11/18)

(a) Approving an amendment to the City’s Investment Policy- Municipal Funds dated December 18, 2014, as amended, to recognize Environmental, Sustainability, and Governance (ESG) considerations as an investment objective utilized in the management of investment portfolios and add certain ESG related prohibitions;
approving an amendment to the Alternate Investment Policy dated December 18, 2014, as amended, to add certain ESG related prohibitions; authorizing the Chief Financial Officer to make non-substantive changes to the City’s Investment Policy – Municipal Funds and Alternate Investment Policy.

2. Public Services & Infrastructure Committee (10/11/18)

3. Health, Energy, Resiliency & Sustainability Committee (10/11/18)

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. Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1594.

2. Confirming Preliminary Assessment for Building Demolition Number DMO 466.

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.

3. Ordinance approving a third party-initiated application with owner support for a Local Historic Landmark designation of the Huggins-Stengel Field, located at 1320 5th Street North. (City File HPC 18-90300005)

J. Open Forum

K. Adjournment

Consent Agenda A
September 25, 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 an increase in the allocation of a three-year blanket purchase agreement with Morelli Landscaping, Inc., for landscape services for rights-of-way and public facilities, in the amount of $950,000, for a total contract amount of $9,850,000.

2. Approving an increase in allocation for electrical maintenance and repairs, with Tri-City Electrical Contractors, Inc. and Riley Electric Co., Inc., in the amount of $300,000 for a total contract amount of $1,850,000.

3. Approving a five-year blanket purchase agreement with Xerox Corporation for copier leases and maintenance, at a total contract amount of $1,800,000.

4. Approving a three-year blanket purchase agreement with Zimmer Equipment, Inc. for yard waste transport services for the Sanitation Department, at a total contract amount of $640,000.

(City Development)

(Leisure Services)

(Public Works)

(Appointments)

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

**Procurement**

1. **Accepting a proposal from Eco-Land Design, LLC for outdoor water conservation irrigation evaluation services for the Water Resources Department, for a three-year contract amount of $160,000.**

2. **Awarding contracts to Raftelis Financial Consultants, Inc., and Stantec Consulting Services, Inc. for Consulting Services for Rate Study and Financial Feasibility Services for the Engineering & Capital Improvements Department.**

**City Development**

3. **Approving a supplemental appropriation in the amount of $125,000 from the unappropriated balance of District 8 in the Multimodal Impact Fees Capital Improvement Fund (Fund 3071) to construct a connector roadway, authorizing the Mayor or his designee to execute Construction Agreements between the City of St. Petersburg, Ulmerton Enterprises, Inc., and Extended Stay LLC; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.**

4. **Authorizing the Mayor, or his designee, to execute a two (2) year License Agreement with The Deuces Live, Inc., a Florida non-profit corporation, for use of two (2) unimproved City-owned parcels located within the 22nd Street South Business District at approximately 844 & 850 – 22nd Street South, St. Petersburg, Florida, for the staging of vendors while hosting various community events, at a nominal use fee of $24.00.**

5. **Authorizing the Mayor, or his designee, to sell two (2) surplus, unimproved City-owned parcels located at approximately 1500 9th Avenue South and 1518 - 9th Avenue South, St. Petersburg, to Sunshine City, LLC for an aggregate sum of $21,200. [MOVED TO REPORTS AS ITEM E-2]**

**Leisure Services**

**Public Works**

6. **Authorizing the Mayor or his designee to execute Task Order No. 17-08-T/CEIP (Task Order) to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and Tierra, Inc. (Consultant), for the Consultant to provide Construction, Engineering and Inspection services for the Roser Park Drive Downstream Creek Wall Improvements project and other associated services in an amount not to**
exceed $69,991.48. (Engineering Project No. 00083-510, Oracle No. 10674); and providing an effective date.

7. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 17-03-KCCS/CEIP (Task Order) to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and KCCS, Inc. (Consultant), for the Consultant to provide additional Construction, Engineering and Inspection services for the Pier Approach Project and other associated services in an amount not to exceed $149,524.80; providing that the total Task Order, as amended, shall not exceed $191,651.02 (Engineering Project No. 09227-119, Oracle No. 15377); and providing an effective date.

8. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 17-02-KCCS/CEIP (Task Order) to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and KCCS, Inc. (Consultant), for the Consultant to provide additional Construction, Engineering and Inspection services for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvement project and other associated services in an amount not to exceed $89,159.00; providing that the total Task Order, as amended, shall not exceed $131,639.22 (Engineering Project No. 16016-110, Oracle No. 15074); and providing an effective date.

9. Authorizing the Mayor or his designee to execute Amendment No. 2 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 $46,270; providing that the total Task Order, as amended, shall not exceed $167,140; (ECID Project No. 17201-019 and Oracle No. 15605); and providing an effective date.

10. Authorizing the Mayor or his designee to accept funding under State of Florida Department of Transportation (FDOT) District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) (Agreement) in an amount not to exceed $350,000 in funds for a portion of SR 55 (US 19); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT HLRMOA FY19-2 SR 55 (US 19), (Oracle Project Nos. TBD); and providing an effective date.

11. Authorizing the Mayor or his designee to accept funding under State of Florida Department of Transportation (FDOT) District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) (Agreement) in an amount not to exceed $350,000 in funds for a portion of SR 93 (I-275); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT HLRMOA FY19-3 SR 93 (I-275), (Oracle Project Nos. TBD); and providing an effective date.

12. Authorizing the Mayor or his designee to accept funding under State of Florida Department of Transportation (FDOT) District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) (Agreement)
in an amount not to exceed $250,000 total in funds for a portion of SR 595 (Tyrone Blvd.) and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT HLRMOA FY19-1 SR 595 (Tyrone Blvd.), (Oracle Project Nos. TBD); and providing an effective date.

(Appointments)

(Miscellaneous)

13. Approving a first amendment to the 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 DNA at 13th Street at Arlington Avenue in the Property and Evidence Entryway/Courtyard of the City’s New Police Headquarter Complex on or before July 31, 2019 for the original firm fixed price of $170,000; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date.

14. A resolution approving funding for various arts and cultural agencies in an amount not to exceed $355,000.00 for the period of October 1, 2018 through September 30, 2019 on the recommendation of the Arts Advisory Committee; waiving the requirements of section 112.313, Florida statutes as to Andrew Schlauch for the funding to Arts Center Association, Inc., as to Ashley Burke for the funding to Museum of Fine Arts of St. Petersburg, Florida, Inc., as to Christopher Eaton for the funding to St. Petersburg Clearwater Film Society, Inc., as to Bob Devin Jones and Barbara Gross for the funding to the Studio @ 620, Inc., and as to Kimberly Jackson for the funding to St. Petersburg College Foundation, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effect these transactions; and providing an effective date. [MOVED TO REPORTS AS ITEM E-3]

15. Confirming the reappointment of Susan Nichols and Anthony Jones as regular members to the Social Services Allocations Committee to serve a three-year term ending September 30, 2021.
Note: An abbreviated listing of upcoming MEETING AGENDA Council meetings.

**Budget, Finance & Taxation Committee**  
*Thursday, October 11, 2018, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, October 11, 2018, 9:15 a.m., Room 100*

**Health, Energy, Resiliency & Sustainability Committee**  
*Thursday, October 11, 2018, 10:30 a.m., Room 100*

**CRA/Agenda Review**  
*Thursday, October 11, 2018, 1:30 p.m., Room 100*

**City Council Meeting**  
*Thursday, October 11, 2018, 3:00 p.m., Council Chamber*

**Committee of the Whole: Technical Reports**  
*Thursday, October 18, 2018, 1:00 p.m., Room 100*

**Budget, Finance & Taxation Committee**  
*Thursday, October 25, 2018, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**

**Housing, Land Use & Transportation Committee**

**CRA / Agenda Review**

**Co-Sponsored Events Committee**  
*Thursday, October 25, 2018, 2:30 p.m., Room 100*
City Beautiful Commission
4 Regular Members
((Term expires 6/30/20))

Civil Service Board
2 Alternate Members
((Terms expires 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 Apponent, 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.
October 11, 2018

TO: The Honorable Members of City Council

SUBJECT: 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.

CORRESPONDENT:
Sevell C. Brown, III National Director
National Christian League of Councils

SCHEDULE FOR COUNCIL ON:
Agenda of October 18, 2018

Lisa Wheeler-Bowman
Council Chair
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of October 18th, 2018

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

SUBJECT: A resolution approving an increase in the scope of services to be provided by Jacobs Engineering Group, Inc. ("Jacobs") pursuant to the Professional Services Agreement between the City of St. Petersburg, Florida, and Jacobs dated January 4, 2018, as amended, for Jacobs to provide technical assistance with Fleet Services and Stormwater, Pavement, and Traffic Operation Departments for Standard Operating Procedure compliance with American Public Works Association Accreditation in an amount not to exceed $42,100, utilizing a portion of the previously approved $500,000 contingency; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: On January 4, 2018, City Council approved a Professional Services Agreement between the City and Jacobs, for Jacobs to provide Program Management Services, Utility Master Planning Services, and Integrated Water Resources Planning Services for an amount not to exceed $4,000,000 which included contingency in the amount of $500,000 for additional services, which could be authorized by Administration after City Council approval. The scope of services includes centralized leadership of planning, organizing, training, controlling, and monitoring the combined efforts of multiple personnel and organizations for the management of multiple and interdependent activities to meet the overarching objective of the City’s Integrated Water Resources program.

Jacobs is concurrently performing the following three categories of services:

- Utility Master Planning Services
- Integrated Water Resources Planning Services
- Program Management Services

The work is consistent with the City’s Capital Improvement Project Plan and meets the requirements of the Consent Order.

On August 23rd, City Council approved Amendment 1 for the amount not to exceed $157,900 for Jacobs to provide services under the following subtasks:

- Subtask 8.9.1 – Climate Guidance and Workshop
  - Jacobs will provide a City-wide guidance document for the application of future climate conditions including rainfall and sea-level rise.
- Subtask 8.9.2 – BioWin Process Models Update
  - Jacobs will develop BioWin process models for the Northwest (NWWRF) and Northeast (NEWRF) facilities
- Subtask 8.9.3 – Water Quality Model Development
  - Jacobs will develop bench scale testing for chloramine kinetics
  - Jacobs will provide water quality model setup and development
- Jacobs will develop standard operating procedures for unidirectional flushing

  - Subtask 8.9.4 – WAM Implementation Assistance
    - Jacobs will assist with the development of asset hierarchy and integration of assets at Cosme Water Treatment Plant and Pumping Stations into Oracle WAM.

The City and Jacobs desire to increase to the scope of services for Jacobs to perform a new subtask that will be added to Jacobs’ Agreement under Task 8.9 – As-Needed Professional Services. The following new subtask is described herein:

  - Subtask 8.9.5 – Public Works SOP Standardization and Updates
    - Jacobs will provide technical assistance with Fleet Services and Stormwater, Pavement, and Traffic Operation Departments to facilitate Standard Operating Procedures (SOPs) compliance with APWA accreditation requirements.

This five Subtasks include the following not to exceed costs:

<table>
<thead>
<tr>
<th>Subtask Description</th>
<th>Cost</th>
<th>Corresponds to 2017 WRD Mgmt Study Recommendations</th>
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<tr>
<td>Subtask 8.9.1 - Climate Guidance and Workshop</td>
<td>$16,400</td>
<td>4.2.16, 4.2.11, 4.2.6 (approved)</td>
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<td>Subtask 8.9.2 - BioWin Process Models Update</td>
<td>$32,800</td>
<td>4.2.18 (approved)</td>
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<td>Subtask 8.9.3 - Water Quality Model Development</td>
<td>$48,700</td>
<td>4.2.2, 4.2.10, 4.2.16 (approved)</td>
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<td>Subtask 8.9.4 - WAM Implementation Assistance</td>
<td>$60,000</td>
<td>4.1.6, 4.2.12, 4.4.2, 4.4.5 (approved)</td>
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<td>Subtask 8.9.5 - APWA Certification Assistance</td>
<td>$42,100</td>
<td>Not applicable to Study (new)</td>
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<td><strong>Total</strong></td>
<td><strong>$200,000</strong></td>
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**RECOMMENDATION:** Administration recommends City Council to approve a resolution approving an increase in the scope of services to be provided by Jacobs Engineering Group, Inc. (“Jacobs”) pursuant to the Professional Services Agreement between the City of St. Petersburg, Florida, and Jacobs dated January 4, 2018, as amended, for Jacobs to provide technical assistance with Fleet Services and Stormwater, Pavement, and Traffic Operation Departments for Standard Operating Procedure compliance with American Public Works Association Accreditation in an amount not to exceed $42,100, utilizing a portion of the previously approved $500,000 contingency; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF Master Plan FY17/18 Project (15953).

**ATTACHMENTS:** Resolution

**APPROVALS:**

- Administrative
- Budget
RESOLUTION NO. __

A RESOLUTION APPROVING AN INCREASE IN THE SCOPE OF SERVICES TO BE PROVIDED BY JACOBS ENGINEERING GROUP, INC. ("JACOBS") PURSUANT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND JACOBS DATED JANUARY 4, 2018, AS AMENDED, FOR JACOBS TO PROVIDE TECHNICAL ASSISTANCE WITH FLEET SERVICES AND STORMWATER, PAVEMENT, AND TRAFFIC OPERATION DEPARTMENTS FOR STANDARD OPERATING PROCEDURE COMPLIANCE WITH AMERICAN PUBLIC WORKS ASSOCIATION ACCREDITATION IN AN AMOUNT NOT TO EXCEED $42,100 UTILIZING A PORTION OF THE PREVIOUSLY APPROVED $500,000 CONTINGENCY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 4, 2018, the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("Jacobs") entered into a Professional Services Agreement ("Agreement") for Jacobs to provide Wastewater Program Management services and to develop an Integrated Water Resources Master Plan for an amount not to exceed $4,000,000; and

WHEREAS, the contract amount included contingency in the amount of $500,000 for additional services, which could be authorized by Administration after City Council approval; and

WHEREAS, on August 23, 2018 City Council approved an increase to the scope of services to be provided by Jacobs to include a Climate Guidance and Workshop, BioWin Process Models Update, Water Quality Model Development, and WAM Implementation Assistance in an amount not to exceed $157,900 utilizing a portion of the previously approved contingency and the City and Jacobs entered into a First Amendment to the Agreement; and

WHEREAS, Administration desires to further increase the scope of services to be provided by Jacobs to include technical assistance with Fleet Services and Stormwater, Pavement, and Traffic Operation Departments to facilitate Standard Operating Procedures compliance with American Public Works Association accreditation requirements in an amount not to exceed $42,100 utilizing a portion of the previously approved $500,000 contingency; and

WHEREAS, the contingency balance will be $300,000 after this additional scope of services is authorized.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the increase in the scope of services to be provided by Jacobs Engineering Group, Inc. ("Jacobs") pursuant to the Professional Services Agreement between the City of St. Petersburg, Florida, and Jacobs dated January 4, 2018, as amended, for Jacobs to provide technical assistance with Fleet Services and Stormwater, Pavement, and Traffic Operation Departments for Standard Operating Procedure compliance with American Public Works Association Accreditation in an amount not to exceed $42,100 utilizing a portion of the previously approved $500,000 contingency 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.

Approvals:

City Attorney (Designee)  Administration
00404165 FINAL for meeting
September 11, 2018

Ms. Diana Smilova, Project Manager
City of St. Petersburg
Engineering and Capital Improvements Department
Post Office Box 2842
St. Petersburg, FL 33731

Subject: Project No. 17078-111
Wastewater Program Management and Integrated Water Resources Planning
Request for Utilization of a Portion of the Owner’s Allowance

Dear Diana,

Please accept this request to authorize $42,100 of the $500,000 Owner’s Allowance for the above referenced project. When our Professional Services Agreement (Agreement) was executed by the City on January 4, 2018, the City approved an Owner’s Allowance under Task 8.9 as a contingency for additional services that were not known at the time the work was initiated. As Jacobs performed the work associated with Program Management (Task 8), we identified some additional work necessary to update and standardized the Public Works Department’s Standard Operating Procedures (SOPs) for consistency among all Departments and to provide documentation for several APWA Certification requirements. Our staff are available and ready to provide these services to the City expeditiously.

Additional Scope of Services

The services described in this request are within the context of the scope of services included in the Agreement. Upon approval by the City, the additional scope of work described herein will be incorporated into Jacobs’ Agreement under Task 8.9 – As-Needed Professional Services. The following new subtask is described herein:

Subtask 8.9.5 – Public Works SOP Standardization and Updates

This subtask will build upon and compliment the work our team is providing under Subtask 8.1 – Standardized Procedures. The City is currently completing the necessary documentation to achieve certification from the American Public Works Association (APWA) as recommended in the LA Consulting Management Study. The certification requires “proof” that the City’s current practices meet the criteria for certification. Working with City staff, Jacobs developed a new document format that is in compliance with the content required for SOPs as noted in guidance documents published by the United States Environmental Protection Agency (USEPA) and the International Standards Organization (ISO). The new format expands the existing SOPs from simple procedures based documents to comprehensive industry-standard SOPs. The new format emphasizes ownership of work as well as quality assurance/quality control activities.

The new format document is currently being applied to SOPs within Water Resources and the Engineering & Capital Improvements Departments. This task will expand technical support to the Fleet
Services and Stormwater, Pavement, and Traffic Operation Departments. Having all four Public Works Departments using consistent document formats, facilitates more timely compliance with APWA certification requirements. We anticipate needing 80 hours to support each of these two additional departments, for a total addition of 160 hours equating to $42,100 for the additional professional services.

**Budget for Additional Scope of Services**

The total cost for professional services to complete the additional scope of services is $42,100. This authorized amount will be billed on a lump sum basis and will be invoiced as a percent complete. The new total authorized project cost is $3,700,000 of the total project budget of $4,000,000. A total remaining unauthorized Owner’s Allowance is $300,000.

**Schedule for Scope of Services**

The work described herein will not pose any impact to the original schedule included in Appendix B of the Jacobs Agreement.

Please do not hesitate to contact me with questions or comments regarding this request for additional services to be authorized under the Owner’s Allowance.

Sincerely,

Jacobs Engineering Group, Inc.

**Leisha L. Pica**

Leisha Pica P.E.
Program Manager

cc: Brejesh Prayman
    Angela Miller
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of October 18, 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. 17-02-HWL/CEIP ("Task Order") to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and H.W. Lochner, Inc. ("Consultant"), for the Consultant to provide additional Construction, Engineering and Inspection services for the Sanitary Sewer I/I Rehabilitation CIPP Lining Project and other associated services in an amount not to exceed $70,000.03; providing that the total Task Order, as amended, shall not exceed $111,754.13 (Engineering Project Nos. 17013-111 & 17013-211, Oracle Nos. 16017 & 16357); and providing an effective date.

EXPLANATION: As part of Mayor Kriseman’s infrastructure plan, the City is installing many Sanitary Sewer CIPP liners throughout the city. Due to the volume of city construction projects underway at this time, additional temporary assistance is required to oversee this important project.

On March 24, 2017, the City of St. Petersburg, Florida ("City") and H.W. Lochner, Inc. entered into a professional services agreement for Consultant to provide miscellaneous professional services for construction engineering and inspection services for City construction projects.

On October 23, 2017, Engineering and Capital Improvements ("ECID") administratively approved Task Order No. 17-02-HWL/CEIP in the amount of $41,754.10 which provided for CEI services to begin the Sanitary Sewer I/I Rehabilitation CIPP Lining Project.

Amendment No. 1 to Task Order No. 17-02-HWL/CEIP in the amount of $70,000.03 will provide CEI services covering the project’s renewal term with Kenny Construction Company.

Task Order No. 17-02-HWL/CEIP and Amendment No. 1 includes the following work and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial CEI services</td>
<td>$41,754.10 (Approved)</td>
</tr>
<tr>
<td>Amendment No. 1 Continued CEI services</td>
<td>$70,000.03 (New)</td>
</tr>
<tr>
<td>Consultant Total</td>
<td>$111,754.13</td>
</tr>
</tbody>
</table>

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 17-02-HWL/CEIP ("Task Order") to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and H.W. Lochner, Inc. ("Consultant"), for the Consultant to provide additional Construction, Engineering and Inspection services for the Sanitary Sewer I/I Rehabilitation CIPP Lining Project and other associated services in an amount not to exceed $70,000.03; providing that the total Task Order, as amended, shall not exceed $111,754.13 (Engineering Project Nos. 17013-111 & 17013-211, Oracle Nos. 16017 & 16357); and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: Funds have previously been appropriated in the Water Resources Capital Projects Fund (4003) SAN CIPP Lining FY17 Project (16017) and SAN Annual Pipe CIPP FY18 Project (16357).

ATTACHMENTS: Resolution
Task Order Amendment No. 1

APPROVALS: Administrative
Budget
RESOLUTION 2018-_______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 17-02-HWL/CEIP ("TASK ORDER") TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 24, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND H.W. LOCHNER, INC. ("CONSULTANT") FOR THE CONSULTANT TO PROVIDE ADDITIONAL CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES FOR THE SANITARY SEWER I/I REHABILITATION CIPP LINING PROJECT IN AN AMOUNT NOT TO EXCEED $70,000.03; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $111,754.13 (ENGINEERING PROJECT NOS. 17013-111 AND 17013-211; ORACLE NO. 16017); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida ("City") and H.W. Lochner, Inc. ("Consultant"), entered into a professional services agreement on March 24, 2017 for Consultant to provide miscellaneous professional services for Construction Engineering and Inspection (CEI) Services for City Construction Projects; and

WHEREAS, on October 23, 2017, Administration issued Task Order No. 17-02-HWL/CEIP ("Task Order") in an amount not to exceed $41,754.10 for Consultant to provide CEI services to begin the Sanitary Sewer I/I Rehabilitation CIPP Lining Project; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for Consultant to provide additional CEI services for the Sanitary Sewer I/I Rehabilitation CIPP Lining Project during the renewal term of the City's contract with Kenny Construction Company in an amount not to exceed $70,000.03.

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. 17-02-HWL/CEIP ("Task Order") to the Professional Services Agreement dated March 24, 2017 between the City of St. Petersburg, Florida and H.W. Lochner, Inc. ("Consultant") for the Consultant to provide additional Construction, Engineering and Inspection Services for the Sanitary Sewer I/I Rehabilitation CIPP Lining Project in an amount not to exceed $70,000.03.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $111,754.13.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00403213

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: H.W. Lochner, Inc.
Amendment No. 1 to Task Order No. 17-02-HWL/CEIP in the amount of $111,754.13

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section 1(F.) for agenda package information.

1. Summary of Reasons for Selection

The project involves Construction Engineering and Inspection ("CEI") Services for the Sanitary Sewer I/I Rehabilitation CIPP Lining Project

H.W. Lochner, Inc. specializes in and has satisfactorily completed CEI Services for other Agencies. This work is a continuation of the previous inspection services.

H.W. Lochner, Inc. has significant experience in construction phase inspection activities.

This is the first Amendment to the second Task Order issued under the 2017 Master Agreement.

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

**Transaction Report**
for
H.W. Lochner, Inc.

**Miscellaneous Professional Services for Construction Engineering and Inspection Projects**
*A/E Agreement Effective - March 24, 2017*
*A/E Agreement Expiration - March 24, 2021*

<table>
<thead>
<tr>
<th>Task Order No.</th>
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<th>Authorized Amount</th>
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<tr>
<td>01</td>
<td>13704-112</td>
<td>Pinellas Trail Extension Landscaping Project</td>
<td>4/25/2017</td>
<td>28,147.92</td>
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<tr>
<td>02</td>
<td>17013-111</td>
<td>Sanitary Sewer II/ III Rehab CIPP Lining - CEI Services Amendment No. 1</td>
<td>10/23/2017</td>
<td>41,754.10</td>
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<tr>
<td>03</td>
<td>18036-111</td>
<td>Sanitary Pipe Repair and Replacement FY18 - CEI Services Amendment No. 1 - Continuation of CEI Services</td>
<td>Pending</td>
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<td>04</td>
<td>18003-130</td>
<td>Citywide Street Milling &amp; Resurfacing FY18 - CEI Services</td>
<td>1/22/2018</td>
<td>20,082.85</td>
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<td>05</td>
<td>17048-111</td>
<td>Sanitary Sewer II/ III Priority Area CIPP Lining FY17 - CEI Services Amendment No. 1 - Continuation of CEI Services</td>
<td>1/12/2018</td>
<td>29,999.46</td>
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<tr>
<td>06</td>
<td>17007-110</td>
<td>Cured in Place Stormwater Pipe Rehab - CEI Services</td>
<td>1/12/2018</td>
<td>20,082.85</td>
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<tr>
<td>07</td>
<td>16017-110</td>
<td>34th Ave NE, Poplar St, SDI - CEI Services</td>
<td>1/12/2018</td>
<td>29,999.46</td>
</tr>
</tbody>
</table>

**Total:** 234,989.82
AMENDMENT NO. 1 TO TASK ORDER NO. 17-02-HWL/CEIP
SANITARY SEWER II REHABILITATION CIPP LINING - FY17 - PHASE II
CONSTRUCTION INSPECTION SUPPORT SERVICES
PROJECT NO. 17013-211

This Amendment No. 1 to Task Order No. 17-02-HWL/CEIP is made and entered into this ______ day of __________________, 201___, pursuant to the PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING & INSPECTION PROJECTS dated March 24, 2017 ("Agreement") between H.W. Lochner, Inc. ("Consultant"), 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 Consultant was authorized to perform Construction, Engineering and Inspection (CEI) services for the Sanitary Sewer II Rehabilitation CIPP Lining Project (Project), as directed by the City. The Project work included wastewater pipe rehabilitation using Cured-in-Place-Pipe (CIPP) lining and other associated activities for the initial construction agreement between the City and Kenny Construction Company, project no. 17013-111 (Phase I).

For this Amendment No. 1, the Consultant is authorized to continue with CEI services covering the Project’s renewal term with Kenny Construction Company, project no. 17013-2-1 (Phase II).

II. SCOPE OF SERVICES

Task 1. Staff Meetings (Additional Services)
The Consultant shall continue to attend meetings, as requested.

Task 2. Site Inspections (Additional Services)
The Consultant shall continue to assist in-house City inspection staff with site inspections, and when requested, shall include inspection of Closed Circuit Television (CCTV) video recorded of host pipes prior to rehabilitation and after liner installation.

III. SCHEDULE

All services for this Task Order are anticipated to be completed within project schedule assigned by the City for each project.

IV. CONSULTANT’S RESPONSIBILITIES

- Coordinate, complete and document construction activities.
- Provide daily inspection of assigned construction activities, as required.
- Provide accurate and timely summary reports and invoices for services per the Contract.
V. CITY'S RESPONSIBILITIES

- Provide timely coordination of required field inspector needs.
- Advise any changes to Contractor's management/oversight team.
- Provide notice of project changes/schedule changes.
- Provide contract administration.

VI. DELIVERABLES

Deliverable shall include the following:
- Daily work and test reports for dates of visits to the project for Consultant Field Inspector.
- Provide status reports as requested.

VII. CONSULTANT'S COMPENSATION

Under the initial Task Order, the Consultant was compensated the not-to-exceed amount of $41,754.10.

For this Amendment No. 1, the City shall compensate the Consultant the not-to-exceed amount of $70,000.03 for continuation of Tasks 1 and 2, per Appendix A.

The total Task Order amount including Amendment No. 1 shall not exceed $111,754.13.

VIII. PROJECT TEAM

H.W. Lochner, Inc. No subconsultants will be used for this project.

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)

H.W. Lochner, Inc.
(Company Name)

By: ____________________________
    (Signature)
    Steven R. Blount, Vice President
    (Printed Name and Title)

Date: 9/5/18

WITNESSES:

By: ____________________________
    (Signature)
    "Lo" A. Kors
    (Printed Name)

By: ____________________________
    (Signature)
    Rebecca Cagulla
    (Printed Name)
APPENDIX A
Work Task Breakdown
Sanitary Sewer I/I Rehabilitation CIPP Lining - FY18 - Phase II
Project No. 17013-211

I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Direct Labor Rates Classifications</th>
<th>Project Manager</th>
<th>CEI Senior Inspector</th>
<th>CEI Inspector</th>
<th>Secretary</th>
<th>Total Hours</th>
<th>Labor Cost</th>
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</thead>
<tbody>
<tr>
<td>Direct Salary</td>
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<td>$32.64</td>
<td>$16.05</td>
<td>$15.00</td>
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<tr>
<td>Multiplier/Overhead 153.22%</td>
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<td>$50.01</td>
<td>$24.60</td>
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<tr>
<td>Profit 12%</td>
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<td>$9.92</td>
<td>$4.88</td>
<td>$4.56</td>
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<tr>
<td>Billing Rates</td>
<td>$113.45</td>
<td>$92.57</td>
<td>$45.53</td>
<td>$42.55</td>
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<td></td>
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<tr>
<td>TASK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>756</td>
<td>70,000.03</td>
</tr>
<tr>
<td>1 Staff Meetings (Additional Services)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Site Inspections, as Requested (Additional Services)</td>
<td>755</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>1</td>
<td>755</td>
<td>0</td>
<td>0</td>
<td>756</td>
<td>70,000.03</td>
</tr>
</tbody>
</table>

II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Consultant Labor Cost</th>
<th>Subconsultant Services/Costs</th>
<th>Mark-up on Subconsultant Services</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>$113.45</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$113.45</td>
</tr>
<tr>
<td>2</td>
<td>$69,886.58</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$69,886.58</td>
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III. Fee Limit

<table>
<thead>
<tr>
<th>Not-to-exceed Cost</th>
<th>$70,000.03</th>
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</thead>
<tbody>
<tr>
<td>Allowance³</td>
<td>0.00</td>
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<tr>
<td>Total:</td>
<td>$70,000.03</td>
</tr>
</tbody>
</table>

Notes:

1. Rate x overhead + profit (per contract).
2. Includes 0% percent markup of SUBCONSULTANT (per contract).
3. Allowance to be used only upon City's written authorization.
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. 17-05-HWL/CEIP ("Task Order"), as amended, to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and H.W. Lochner, Inc. ("Consultant"), for the Consultant to provide additional Construction, Engineering and Inspection services for the Sanitary Sewer I/I Priority Area CIPP Lining project and other associated services in an amount not to exceed $70,000.03; providing that the total Task Order as amended shall not exceed $115,089.99 (Engineering Project Nos. 17048-111 & 17048-211, Oracle Nos. 15813 & 16364); and providing an effective date.

EXPLANATION: As part of Mayor Kriseman's infrastructure plan, the City is installing many Sanitary Sewer CIPP liners in priority sewer basins that feed the Southwest Water Reclamation Facility (SWWRF). Due to the volume of city construction projects underway at this time, additional temporary assistance is required to oversee this important project.

On March 24, 2017, the City of St. Petersburg, Florida ("City") and H.W. Lochner, Inc. entered into a professional services agreement for Consultant to provide miscellaneous professional services for construction engineering and inspection services for City construction projects.

On January 12, 2018, Engineering and Capital Improvements ("ECID") administratively approved Task Order No. 17-05-HWL/CEIP in the amount of $29,999.46 which provided for CEI services to begin the Sanitary Sewer I/I Priority Basin CIPP Lining Project.

Amendment No. 1 to Task Order No. 17-05-HWL/CEIP in the amount of $15,090.50 provided CEI services to continue and complete the Sanitary Sewer I/I Priority Basin CIPP Lining Project's initial term.

Amendment No. 2 to Task Order No. 17-05-HWL/CEIP in the amount of $70,000.03 will provide CEI services covering the project's renewal term with SAK Construction, LLC.

Task Order No. 17-05-HWL/CEIP and Amendments No. 1 and No. 2 include the following work and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial CEI services</td>
<td>$29,999.46</td>
<td>(Approved)</td>
</tr>
<tr>
<td>Amendment No. 1 Continued CEI services</td>
<td>$15,090.50</td>
<td>(Approved)</td>
</tr>
<tr>
<td>Amendment No. 2 Continued CEI services</td>
<td>$70,000.03</td>
<td>(New)</td>
</tr>
<tr>
<td>Consultant Total</td>
<td>$115,089.99</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 17-05-HWL/CEIP ("Task Order"), as amended, to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and H.W. Lochner, Inc. ("Consultant"), for the Consultant to provide additional Construction, Engineering and Inspection services for the Sanitary Sewer I/I Priority Area CIPP Lining project and other associated services in an amount not to exceed $70,000.03; providing that the total Task Order as amended shall not
 exceed $115,089.99 (Engineering Project Nos. 17048-111 & 17048-211, Oracle Nos. 15813 & 16364); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have previously been appropriated in the Water Resources Capital Projects Fund (4003) SAN I&I Removal FY17 Project (15813) and SAN Priority Area CIPP FY18 Project (16364).

ATTACHMENTS: Resolution
Task Order Amendment No. 1

APPROVALS: Administrative
Budget
RESOLUTION 2018-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 17-05-HWL/CEIP ("TASK ORDER"), AS AMENDED, TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 24, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND H.W. LOCHNER, INC. ("CONSULTANT") FOR THE CONSULTANT TO PROVIDE ADDITIONAL CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES FOR THE SANITARY SEWER I/I PRIORITY AREA CIPP LINING PROJECT AND OTHER ASSOCIATED SERVICES IN AN AMOUNT NOT TO EXCEED $70,000.03; PROVIDING THAT THE TOTAL TASK ORDER AS AMENDED SHALL NOT EXCEED $115,089.99 (ENGINEERING PROJECT NOS. 17048-111 AND 17048-211; ORACLE NO. 15377); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida ("City") and H.W. Lochner, Inc. ("Consultant") entered into a professional services agreement on March 24, 2017 for Consultant to provide miscellaneous professional services for Construction Engineering and Inspection (CEI) Services for City Construction Projects; and

WHEREAS, on January 12, 2018, Administration issued Task Order No. 17-05-HWL/CEIP ("Task Order") in an amount not to exceed $29,999.46 for Consultant to provide CEI services to begin the Sanitary Sewer I/I Priority Basin CIPP Lining Project; and

WHEREAS, on June 14, 2018, Administration issued Amendment No. 1 to the Task Order in an amount not to exceed $15,090.50, for Consultant to provide additional CEI services to complete the Sanitary Sewer I/I Priority Basin CIPP Lining Project during the initial term of the City’s contract with SAK Construction, LLC; and

WHEREAS, Administration desires to issue Amendment No. 2 to Task Order, as amended, for Consultant to provide additional CEI services in an amount not to exceed $70,000.03 for the Sanitary Sewer I/I Priority Basin CIPP Lining Project and other associated services during the renewal term of the City’s contract with SAK Construction, LLC.

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. 17-05-HWL/CEIP ("Task Order"), as amended, to the Professional Services Agreement dated March 24, 2017 between the City of St. Petersburg, Florida and H.W. Lochner, Inc. ("Consultant") for the Consultant to provide additional Construction, Engineering and Inspection Services for the Sanitary Sewer I/I Priority Area CIPP Lining Project and other associated services in an amount not to exceed $70,000.03.
BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $115,089.99.

This resolution shall become effective immediately upon its adoption.

Approved by: 

[Signature]
Legal Department
By: (City Attorney or Designee)
00403226

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: H.W. Lochner, Inc.
Amendment No. 2 to Task Order No. 17-05-HWL/CEIP in the amount of $115,089.99

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 Construction Engineering and Inspection ("CEI") Services for the Sanitary Sewer I/I Priority Area CIPP Lining project

H.W. Lochner, Inc. specializes in and has satisfactorily completed CEI Services for other Agencies. This work is a continuation of the previous inspection services.

H.W. Lochner, Inc. has significant experience in construction phase inspection activities.

This is the second Amendment to the fifth Task Order issued under the 2017 Master Agreement.

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

### Transaction Report for

**H.W. Lochner, Inc.**

**Miscellaneous Professional Services for Construction Engineering and Inspection Projects**

*A/E Agreement Effective - March 24, 2017*

*A/E Agreement Expiration - March 24, 2021*

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<td>17013-111</td>
<td>Sanitary Sewer II Rehab CIPP Lining - CEI Services</td>
<td>10/23/2017</td>
<td>41,754.10</td>
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<td>03</td>
<td>18036-111</td>
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<td>1/22/2018</td>
<td>24,916.34</td>
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<tr>
<td></td>
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<td>6/14/2018</td>
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<tr>
<td>04</td>
<td>18003-130</td>
<td>Citywide Street Milling &amp; Resurfacing FY18 - CEI Services</td>
<td>1/22/2018</td>
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<tr>
<td>05</td>
<td>17048-111</td>
<td>Sanitary Sewer II Priority Area CIPP Lining FY17 - CEI Services Amendment No. 1 - Continuation of CEI Services</td>
<td>1/12/2018</td>
<td>29,999.46</td>
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<tr>
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<td>6/14/2018</td>
<td>15,090.50</td>
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<td>06</td>
<td>17007-110</td>
<td>Cured in Place Stormwater Pipe Rehab - CEI Services</td>
<td>1/12/2018</td>
<td>20,082.85</td>
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<td>07</td>
<td>16017-110</td>
<td>34th Ave NE, Poplar St, SDT - CEI Services</td>
<td>1/12/2018</td>
<td>29,999.46</td>
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<td></td>
<td></td>
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<td>Total: 234,989.82</td>
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*Edited: 9/18/2018*  

Page 1 of 1
AMENDMENT NO. 2 TO TASK ORDER NO. 17-05-HWL/CEIP
SANITARY SEWER I/I PRIORITY CIPP LINING - FY17-PHASE II
CONSTRUCTION INSPECTION SUPPORT SERVICES
PROJECT NO. 17048-211

This Amendment No. 2 to Task Order No. 17-05-HWL/CEIP is made and entered into this _____ day of ______________, 201___, pursuant to the PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING & INSPECTION PROJECTS dated March 24, 2017 ("Agreement") between H.W. Lochner, Inc. ("Consultant"), 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 Consultant was authorized to perform Construction, Engineering and Inspection (CEI) services for the Sanitary Sewer I/I Priority CIPP Lining Project (Project), as directed by the City. The Project work included wastewater pipe rehabilitation using Cured-in-Place-Pipe (CIPP) lining and other associated activities for project no. 17048-111 (Phase I).

Amendment No. 1, authorized the continuation of CEI services covering project no. 17048-111 (Phase I).

For this Amendment No. 2, the Consultant is authorized to continue with CEI services covering project no. 17048-211 (Phase II).

II. SCOPE OF SERVICES

Task 1. Staff Meetings (Additional Services)
Consultant shall attend meetings, as requested.

Task 2. Site Inspections (Additional Services)
Consultant shall assist in-house City inspection staff with site inspections, and when requested, shall include inspection of Closed Circuit Television (CCTV) video recorded of host pipes prior to rehabilitation and after liner installation.

III. SCHEDULE

All services for this Task Order are anticipated to be completed within project schedule assigned by the City for each project.

IV. CONSULTANT'S RESPONSIBILITIES

- Coordinate, complete and document construction activities.
- Provide daily inspection of assigned construction activities, as required.

00305432 - Final
Amendment No. 2 to Task Order No. 17-05-HWL/CEIP
Page 1 of 3
• Provide accurate and timely summary reports and invoices for services per the Contract.

V. CITY’S RESPONSIBILITIES

• Provide timely coordination of required field inspector needs.
• Advise any changes to Contractor’s management/oversight team.
• Provide notice of project changes/schedule changes.
• Provide contract administration.

VI. DELIVERABLES

Deliverable shall include the following:
• Daily work and test reports for dates of visits to the project for Consultant Field Inspector.
• Provide status reports as requested.

VII. CONSULTANT’S COMPENSATION

Under the initial Task Order, the Consultant was compensated the not-to-exceed amount of $29,999.46.

Amendment No. 1, the City shall compensated the Consultant an additional not-to-exceed amount of $15,090.50 for continuation of Tasks 1 and 2.

For this Amendment No. 2, the City shall compensate the Consultant the not-to-exceed amount of $70,000.03 for continuation of Tasks 1 and 2, per Appendix A.

The total Task Order amount including Amendment Nos. 1 and 2 shall not exceed $115,089.99.

VIII. PROJECT TEAM

H.W. Lochner, Inc. No subconsultants will be used for this project.

IX. MISCELLANEOUS

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

ATTEST

By: ____________________________
Chandrahase Srinivasa
City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Brajesh 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)

H.W. Lochner, Inc.

(Company Name)

By: ____________________________
(Signature)
Steven R. Blount, Vice President
(Printed Name and Title)

Date: 9/5/18

WITNESSES:

By: ____________________________
(Signature)
Lois Korb
(Printed Name)

By: ____________________________
(Signature)
Rebecca Cabajla
(Printed Name)
I. MANPOWER ESTIMATE: ALL TASKS

<table>
<thead>
<tr>
<th>Direct Labor Rates Classifications</th>
<th>Project Manager</th>
<th>CEI Senior Inspector</th>
<th>CEI Inspector</th>
<th>Secretary</th>
<th>Total Hours</th>
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<td>Direct Salary $</td>
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<td>$ 32.64</td>
<td>$ 16.05</td>
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<td>Multiplier/Overhead 153.22% $</td>
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<td>Profit 12% $</td>
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<th></th>
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<td>1 Staff Meetings</td>
<td>1</td>
<td></td>
<td>1</td>
<td>$ 113.45</td>
<td></td>
<td></td>
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<tr>
<td>2 Site Inspections, as Requested</td>
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<td>755</td>
<td>755</td>
<td>$ 69,886.58</td>
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<tr>
<td><strong>Totals</strong></td>
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<td>755</td>
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<td>0</td>
<td>756</td>
<td>$ 70,000.03</td>
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II. FEE CALCULATION

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<tr>
<th>Task</th>
<th>Consultant Labor Cost</th>
<th>Subconsultant Services/Costs</th>
<th>Mark-up on Subconsultant Services $</th>
<th>Total Cost</th>
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<tr>
<td>1</td>
<td>$113.45</td>
<td>$0.00</td>
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<tr>
<td>2</td>
<td>$69,886.58</td>
<td>$0.00</td>
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<td><strong>Total</strong></td>
<td><strong>$70,000.03</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$70,000.03</strong></td>
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III. FEE LIMIT

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<tr>
<th>Not-to-exceed Cost</th>
<th>$70,000.03</th>
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<td>Allowance $0.00</td>
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<tr>
<td><strong>Total:</strong></td>
<td><strong>$70,000.03</strong></td>
</tr>
</tbody>
</table>

Notes:
1. Rate x overhead + profit (per contract).
2. Includes 0% percent markup of SUBCONSULTANT (per contract).
3. Allowance to be used only upon City's written authorization.

Amendment No. 2 to Task Order No. 17-05-HWU/CEIP
Page 1 of 1
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to sell two (2) surplus, unimproved City-owned parcels located at approximately 1500 – 9th Avenue South and 1518 - 9th Avenue South, St. Petersburg, to Sunshine City, LLC for an aggregate sum of $21,200; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Real Estate and Property Management Department received an offer from Sunshine City, LLC ("Buyer") to purchase two (2) surplus, unimproved City-owned parcels located at approximately 1500 – 9th Avenue South and 1518 – 9th Avenue South, St. Petersburg ("Properties"). The Buyer intends to construct new single-family residences on the lots.

The Properties were conveyed to the City via Deed in Lieu of Paying Special Assessment Liens in accordance with the Special Assessment Lien Modification Program in February 2015. The Properties are unimproved with lot dimensions of 72 ft. x 73.6 ft. each and are zoned NT-2 (Neighborhood Traditional). The Properties were declared surplus real estate after appropriate City Departments were queried.

The Properties are legally described as follows:

1) The North ½ of Lot 12 and the East ½ of the North ½ of Lot 11,
   Columbia Heights No. 2
   Parcel I.D No.: 25/31/16/17676/000/0120
   Approximate Street Address: 1500 – 9th Avenue South

2) The North ½ of Lot 10 and the West ½ of the North ½ of Lot 11,
   Columbia Heights No. 2
   Parcel I.D No.: 25/31/16/17676/000/0100
   Approximate Street Address: 1518 – 9th Avenue South

On August 10, 2018, the Properties were appraised by Scott Seaman, McCormick, Seaman and Terrana, and each parcel has an estimated market value of $10,600 for an aggregate value of $21,200. The contract price is $10,600 for each parcel, with the Buyer paying all closing costs. According to Billing and Collections Special Assessment and Utility Liens records, there are no City liens against the Buyer.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to sell two (2) surplus, unimproved City-owned parcels located at approximately 1500 - 9th Avenue South and 1518 – 9th Avenue South, St. Petersburg, to Sunshine City, LLC for an aggregate sum of $21,200; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration, Appraisals and Resolution

APPROVALS: Administration: [Signature]

Budget: N/A

Legal: [Signature]

(As to consistency w/attached legal documents)
ILLUSTRATION

1500 - 9th Avenue South and 1518 - 9th Avenue South
APPRAISAL NO. 1
1500 – 9th Avenue South
**LAND APPRAISAL REPORT**

**File No:** 18340  
**Page 1 of 2**

**Borrower:** N/A  
**Property Address:** 1500 9th Avenue South

**City:** St. Petersburg  
**State:** FL  
**Zip Code:** 33705

**Legal Description:** COLOMBIA HEIGHTS NO 2 N 1/2 OF LOT 12 & E 1/2 OF N 1/2 OF LOT 11 PBO 019 PG 011

**Date of Sale:** N/A  
**Sale Price:** N/A  
**Loan Term:** N/A

**Actual Real Estate Taxes:** $0  
**Loan charges to be paid by seller:** N/A  
**Property Rights Appraised:** N/A  
**Leasehold:** N/A  
**Other sales concessions:** N/A

**Lender/Client:** CITY OF ST PETERSBURG  
**Address:** P.O. BOX 2842, ST PETERSBURG, FLORIDA 33731-2842

**Occupant:** VACANT  
**Appraiser:** SCOTT W. SEAMAN SRA  
**Instructions to Appraiser:** "MARKET VALUE" DESKTOP APPRAISAL

---

**Location**

- **Urban:** Over 75%  
- **Suburban:** 25% to 75%  
- **Rural:** Under 25%

**Good Avg Fair Poor**

- Employment Stability  
- Convenience to Employment  
- Convenience to Shopping  
- Convenience to Schools  
- Adequacy of Public Transportation  
- Adequacy of Utilities  
- Property Compatibility  
- Protection from Detrimental Conditions  
- General Appearance of Properties  
- Appeal to Market

**Change in Present Land Use**

- Not Likely  
- Likely (*)  
- Taking Place (*)

**Predominant Occupancy**

- Owner  
- Tenant  
- Vacant

**Single Family Price Range**

- $35,000 to $100,000  
- Predominant Value $50,000

**Comments including those factors favorable or unfavorable affecting marketability (e.g., public parks, schools, view, noise):**

- THE SUBJECT IS LOCATED ON THE SO WEST COR. OF 15TH ST S & 9TH AVE S IN ST. PETERSBURG FL. THIS IS AN AREA OF SINGLE FAMILY PROPERTIES IN THE LOWER TO MODERATE VALUE RANGE. GENERAL MAINTENANCE IN THE AREA APPEARS TO BE AVERAGE AND ALL SUPPORTING FACILITIES ARE IN A 2 MILE RADIUS.

---

**Dimensions 72 x 73.6**

**Zoning classification:** "N-T-2"/PR-1 LAND USE

**Present Improvements**

- Do  
- Do not conform to zoning regulations

**Electric**

- Street Access  
- Public  
- Private  
- Sngle FAMILY RESIDENTIAL

**Gas**

- PRIVATE  
- ASPHALT  
- SHAPE RECTANGULAR

**Water**

- Maintenance  
- Public  
- Private  
- VIEW RESIDENTIAL

**San. Sewer**

- Underground Elect. & Tel.  
- Sidewalk  
- Street Lights  
- MECHANICAL ADEQUATE

**Comments favorably or unfavorably including any apparent adverse elements, encroachments, or other adverse conditions:**

- NO ADVERSE ITEMS WERE NOTED. OVERALL SIZE, UTILITY, AND ACCESS ARE AVERAGE FOR THE AREA. FLOOD PANEL, 1210303219G INDICATES ZONE "K" FLOOD ZONE DATED 9-3-03

---

**The undersigned has reviewed the three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject. If a significant item in the comparable property is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.**

**Address:** 1500 9th Avenue South  
**St. Petersburg**

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<tr>
<th>ITEM</th>
<th>SUBJECT PROPERTY</th>
<th>COMPAREABLE NO 1</th>
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<th>COMPAREABLE NO 3</th>
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<tr>
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<td>9th Ave S &amp; 15th St S</td>
<td>9959 Melrose Ave S</td>
<td>967 14th Ave S</td>
<td>3 Blocks</td>
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<td><strong>Comparable No 1</strong></td>
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<td>5,001 SF -5%</td>
<td>5,001 SF -5%</td>
<td>5,001 SF -5%</td>
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<td><strong>DOVC</strong></td>
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<td><strong>Sales or Financing Concessions</strong></td>
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<td>CASH</td>
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<td><strong>Net Adj. (Total)</strong></td>
<td>$425</td>
<td>$495</td>
<td>$495</td>
<td>$495</td>
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<tr>
<td><strong>Adjusted Value of Subject</strong></td>
<td>$2,075</td>
<td>$1,765</td>
<td>$2,155</td>
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</table>

**COMMENTS**

**Adjusted Value of Subject**

- \$2,075

**Comments on Market Data**

- ADJUSTMENTS WERE MADE FOR SIZE. BASED ON THE ABOVE ADJUSTMENTS, THE SALES RANGE FROM $1,759 PSF TO $2,159 PSF. PLACING MOST WEIGHT ON SALES #2 & #3, WE ESTIMATE THE VALUE OF THE SUBJECT SITE TO BE $5,299 SF X $2,000 PSF = $10,598

**Comments and Conditions of Appraisal**

- BASED ON THE ABOVE SALES, WE ESTIMATE THE VALUE OF THE SUBJECT TO BE $5,299 SF X $2,000 PSF = $10,598 ROUNDED TO $10,600

**Final Reconciliation**

- THE SALES COMPARISON APPROACH IS THE ONLY APPLICABLE APPROACH TO VALUE VACANT LAND

**August 10, 2018**

**McComick, Seaman, & Terrana**

Form LND - "TOTAL" appraisal software by a la mode, Inc. - 1-800-ALAMODE
USPAP Compliance Addendum

Borrower: N/A
Property Address: 1500 6th Avenue South
City: St. Petersburg
County: PINELLAS
State: FL
Zip Code: 33705

Lender/Client: CITY OF ST. PETERSBURG

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:
- Appraisal Report
- Restricted Appraisal Report

This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a)

Restricted Appraisal Report:
This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser’s work file.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title 10 of FIRREA and any implementing regulations.

PRIOR SERVICES:

I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION:

I have NOT made a personal inspection of the property that is the subject of this report.

I HAVE made a personal inspection of the property that is the subject of this report.

APPRaisal ASSISTANCE:

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

Additional USPAP-related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY:

A reasonable marketing time for the subject property is 4-6 day(s).
A reasonable exposure time for the subject property is 4-6 day(s).

Signatures:

Appraiser: SCOTT W. SEAMAN, SRA

Appraiser's Signature

Supervisory Appraiser (Only if required)

Signature

Name

Date of Signature: 08/15/2018

State Certification #: Cert Gen RZ 1758

or State License #: State:

Expiration Date of Certification or License: 11/30/2018

Effective Date of Appraisal: AUGUST 10, 2018

Form ID14EC - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE
Parcel ID: 25-31-16-17676-000-0120
1500 9th Avenue South
St. Petersburg, Florida 33705
LIMITING CONDITIONS

*** The only intended user(s) of the appraisal shall be Client and those parties who are identified expressly as intended users in the report. Appraiser does not intend or anticipate that any other parties will use or rely on the appraisal. The appraisal is provided for Client’s and the intended user’s benefit alone and solely for the use identified in the report. The appraisal may not, without Appraiser’s express written authorization, be used or relied on by any other party, even if that party pays all or part of the appraisal fee, or receives or sees a copy of the report. If Appraiser has granted authorization for other parties to use or rely on the appraisal, that authorization will be subject to additional terms which may be stated by Appraiser.

*** Unauthorized Use or Publication. No part of the appraisal report or the Appraiser’s opinions or conclusions may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Appraiser’s written authorization. Any party who publishes or uses the report or Appraiser’s work product without such authorization or who provides the report or Appraiser’s work product for such unauthorized use or publication agrees to indemnify and hold Appraiser harmless from and against all damages, expenses, claims and costs, including attorneys’ fees, incurred in Appraiser’s investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.

*** No Third Party Beneficiaries of the Appraisal Services Agreement. Unless identified expressly in the agreement, there are no third party beneficiaries of any Appraisal Services Agreement between Client and Appraiser pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does mean that the party is a third party beneficiary of the Appraisal Services Agreement.
CERTIFICATION

We Certify that, to the best of our knowledge and belief:

* The statements of fact contained in this report are true and correct.

* The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.

* We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

* We have no bias with respect to the property that is the subject of this appraisal report or to the parties involved with this assignment.

* Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

* Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

* We have not performed services as an appraiser regarding this property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

* The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

* The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

* The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

* No one provided significant real property appraisal assistance to the person signing this certification.

* Scott W. Seaman, SRA inspected the subject property, analyzed the data and prepared the value conclusion.

* As of the date of this report, Scott W. Seaman, SRA has completed the continuing education program of the Appraisal Institute.

Scott W. Seaman, SRA
Cert Gen RZ1758
Licensed Real Estate Broker
APPRAISER QUALIFICATIONS

SCOTT W. SEAMAN

EDUCATION:
Bachelor of Science, 1981
Florida State University, Tallahassee, Florida

APPRaisal COURSES:
Law Update 2018
The Workfile: Compliance and Support
Cool Tools: Digging Your Data 2018
USPAP Update 2018
Business Practices & Ethics 2017
2016-2017 National USPAP Update Course
Managing Appraiser Liability 2016
New FHA Handbook 4000.1 2016
Florida Appraisal Laws and Regulations 2016
Avoiding Mortgage Fraud for Appraisers 2016
Business Practices and Ethics/2015
Supervisory Appraiser/Trainee Appraiser Course/2015
Real Estate Continuing Education/2014
Litigation Assignments for Residential Appraisers: Doing Expert Work
on Atypical Cases/2014
Methodology & Application of Sales Comparison/2014
Appraisal Review of Residential Properties/2014
Florida Law Update for Real Estate Appraisers/2014
National USPAP/2014
Front of House/Back of House/2013
Real Estate Continuing Education Exams 20-33/2012
Critical Issues/2012
Commercial Appraisal Productivity Seminar/2012
Loss Prevention/2011
Discounted Cash Flow Model/2011
Business Practices & Ethics/2011

TYPES OF PROPERTIES
APPRaised:
Office, Retail, Industrial, Multi-Family, ALF, Motel/Hotel,
Special Purpose & Subdivisions, Residential

PROFESSIONAL
MEMBERSHIPS:
SRA Member Appraisal Institute, West Coast, FL Chapter
Ethics and Counseling Regional Panel Member since 1993
MAI Candidate West Coast, FL Chapter #M932499

Pinellas Realtor Organization

FLORIDA
REGISTRATION:
State-Certified General Real Estate Appraiser RZ1758
Licensed Real Estate Broker 0366435

EMPLOYMENT:
McCormick, Seaman & Terrana
Former McCormick, Braun & Seaman
Staff Appraiser
January 1996 – Present
St. Petersburg, Florida

Glenn E. McCormick Company, Inc.
Vice President/May 1985 - December 1995
Appraisal and Consulting Firm, St. Petersburg, Florida
City of St. Petersburg
Acquisition Agent/January 1983 - April 1985
Real Estate Department, St. Petersburg, Florida
<table>
<thead>
<tr>
<th>LICENSE NUMBER</th>
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</thead>
<tbody>
<tr>
<td>R21758</td>
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</table>

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS
Expiration date: NOV 30, 2018

SEAMAN, SCOTT WARNER
1262 DR MARTIN LUTHER KING JR ST N
ST. PETERSBURG, FL 33704
LAND APPRAISAL REPORT

Burrower: NIA
Property Address: 1516 9th Avenue South
City: St. Petersburg
County: Pinellas
Legal Description: COLOMBIA HEIGHTS NO 2 N 1/2 OF LOT 10 & W 1/2 OF N 1/2 OF LOT 11 PB 010 PG 011
Sale Price: N/A
Loan Term: N/A
Actual Real Estate Taxes: N/A
Date of Sale: N/A
Property Rights: Fee
Leasehold: N/A
De Minimis PUD: N/A
Lender/Client: City of St. Petersburg
Address: PO BOX 2842 ST PETERSBURG FLORIDA 33731-2842
Occupant: Vacant
Appraiser: Scott W. Seaman SRA
Instructions to Appraiser: “MARKET VALUE” DESKTOP APPRAISAL

Location: Urban
Suburban
Rural

Built Up: Over 75%
25% to 75%
Under 25%

Growth Rate: Rapid
Steady
Slow

Property Values: Increasing
Stable
Declining

Demand/Supply: Shortage
In Balance
Oversupply

Marketing Time: Under 3 Mos.
4-6 Mos.
Over 6 Mos.

Present Land Use: 8% 1 Family
% 2-4 Family
20% Apts
% Condo
% Commercial
% Industrial
% Vacant

Change in Present Land Use:

Predominant Occupancy: Owner
Tenant
% Vacant

Single Family Price Range: $35,000 to $100,000
Predominant Value: $50,000

Single Family Age: 10 yrs to 95 yrs
Predominant Age: 35 yrs

Good
Avg
Fair
Poor

Employment Stability
Convenience to Employment
Convenience to Shopping
Convenience to Schools
Adversity of Public Transportation
Recreational Facilities
Adversity of Utilities
Property Compatibility
Protection from Deterioration Conditions
Police and Fire Protection
General Appraisal of Properties

The Subject is Located on the So. West Side 9th Ave S 73 Feet West of 10th St S in St. Petersburg, FL. This is an Area of Single Family Properties in the Lower to Moderate Value Range. General Maintenance in the Area Appears to be Average and All Supporting Facilities are in a 2 Mile Radius.

Dimensions: 72 x 33.6

Zoning Classification: "NT-2/FR-R LAND USE"

The undersigned has relied on three recent sales of properties most similar to and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variance between the subject and comparable properties. If a significant item in the comparable property is superior or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SUBJECT PROPERTY</th>
<th>COMPARABLE NO 1</th>
<th>COMPARABLE NO 2</th>
<th>COMPARABLE NO 3</th>
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<tbody>
<tr>
<td>Address</td>
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<tr>
<td>St. Petersburg</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>City</td>
<td>1516 9th Avenue South</td>
<td>9th Ave S &amp; 15th St S</td>
<td>9th Ave S &amp; 15th Ave S</td>
<td>967 14th Ave S</td>
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<tr>
<td>County</td>
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<tr>
<td>Zoning Classification</td>
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<td></td>
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</tr>
<tr>
<td>Parcel Number</td>
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<tr>
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<tr>
<td>Acreage</td>
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<td>Legal Description</td>
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</tr>
<tr>
<td>Description</td>
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<tr>
<td>Date of Sale and Adjustment</td>
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<tr>
<td>Location</td>
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<td>Zoning</td>
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<td>Use</td>
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<tr>
<td>Value</td>
<td>1600X</td>
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<tr>
<td>Sales/Financing Concessions</td>
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<tr>
<td>Net Adj (Total)</td>
<td></td>
<td></td>
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<tr>
<td>Indicated Value of Subject</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Comments on Market Data:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Adjustments were made for size</td>
<td></td>
<td></td>
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<tr>
<td>Based on the above adjusted sales</td>
<td></td>
<td></td>
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<tr>
<td>Size ranged from $176 PSF to $255 PSF</td>
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<td></td>
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<tr>
<td>Comments and Conditions of Appraisal:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Based on the above sales, we estimated the value of the subject to be: 5,299 SF x $2.00 PSF =</td>
<td></td>
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<tr>
<td>Final Reconciliation:</td>
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<tr>
<td>The sales comparison approach is the only applicable approach to value vacant land.</td>
<td></td>
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</tr>
</tbody>
</table>

August 10, 2018

Scott W. Seaman SRA
Appraiser

Certified Appraiser by the American Society of Appraisers

McCormick, Seaman, & Terrana
Form LMO - "TOTAL" appraisal software by La mode, Inc - 1-800-ALAMODE
Borrower: N/A
Property Address: 1518 5th Avenue South
City: St. Petersburg
County: PINELAS
State: FL
Zip Code: 33705

APPRAISAL AND REPORT IDENTIFICATION
This Appraisal Report is one of the following types:

- [ ] Appraisal Report
- [ ] Restricted Appraisal Report

This report was prepared in accordance with the requirements of the Appraisal Report opinion of USPAP Standards Rule 2-2(a)

- [ ] The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood property without the additional information in the appraiser’s workfile

ADDITIONAL CERTIFICATIONS
I certify that, to the best of my knowledge and belief:
- [ ] The statements of fact contained in this report are true and correct.
- [ ] The report analyzes, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- [ ] I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- [ ] I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- [ ] My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- [ ] My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- [ ] My analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- [ ] This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES
[ ] I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
[ ] I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION
[ ] I have NOT made a personal inspection of the property that is the subject of this report.
[ ] I HAVE made a personal inspection of the property that is the subject of this report.

APPRaisal ASSISTANCE
Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. Anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS
Additional USPAP related issues requiring disclosure and/or any state mandated requirements.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY
- [ ] A reasonable marketing time for the subject property is 4-6 days utilizing market conditions pertinent to the appraisal assignment.
- [ ] A reasonable exposure time for the subject property is 4-6 days.

APPRAISER

Name: SCOTT W. SEAMAN, SRA
Date of Signature: 08/15/2018
State Certification #: Cert Gen RZ 1758
State License #: FL
Expiration Date of Certification or License: 11/30/2018
Effective Date of Appraisal: AUGUST 10, 2018

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Name
Date of Signature
State Certification #: Cert Gen RZ 1758
State License #: FL
Expiration Date of Certification or License: 11/30/2018
Supervisory Appraisal Inspection of Subject Property:
- [ ] Did Not
- [ ] Interior-only from Street
- [ ] Interior and Exterior
LIMITING CONDITIONS

*** The only intended user(s) of the appraisal shall be Client and those parties who are identified expressly as intended users in the report. Appraiser does not intend or anticipate that any other parties will use or rely on the appraisal. The appraisal is provided for Client's and the intended user's benefit alone and solely for the use identified in the report. The appraisal may not, without Appraiser's express written authorization, be used or relied on by any other party, even if that party pays all or part of the appraisal fee, or receives or sees a copy of the report. If Appraiser has granted authorization for other parties to use or rely on the appraisal, that authorization will be subject to additional terms which may be stated by Appraiser.

*** Unauthorized Use or Publication. No part of the appraisal report or the Appraiser's opinions or conclusions may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Appraiser's written authorization. Any party who publishes or uses the report or Appraiser's work product without such authorization or who provides the report or Appraiser's work product for such unauthorized use or publication agrees to indemnify and hold Appraiser harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in Appraiser's investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.

*** No Third Party Beneficiaries of the Appraisal Services Agreement. Unless identified expressly in the agreement, there are no third party beneficiaries of any Appraisal Services Agreement between Client and Appraiser pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does mean that the party is a third party beneficiary of the Appraisal Services Agreement.
CERTIFICATION

We Certify that, to the best of our knowledge and belief:

* The statements of fact contained in this report are true and correct.

* The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.

* We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

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* We have not performed services as an appraiser regarding this property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

* The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

* The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

* The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

* No one provided significant real property appraisal assistance to the person signing this certification.

* Scott W. Seaman, SRA inspected the subject property, analyzed the data and prepared the value conclusion.

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Scott W. Seaman, SRA  
Cert Gen RZ1758  
Licensed Real Estate Broker
EXHIBIT “A”

APPRAISER QUALIFICATIONS
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SCOTT W. SEAMAN

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Formerly McCormick, Braun & Seaman
Staff Appraiser
January 1996 – Present
St. Petersburg, Florida

Glenn E. McCormick Company, Inc.
Vice President/May 1985 - December 1995
Appraisal and Consulting Firm, St. Petersburg, Florida

City of St. Petersburg
Acquisition Agent/January 1983 - April 1985
Real Estate Department, St. Petersburg, Florida
The CERTIFIED GENERAL APPRAISER
Named below is CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

SEAMAN, SCOTT WARNER
1202 DR MARTIN LUTHER KING JR ST N
ST PETERSBURG, FL 33716

ISSUED: 11/15/2018 DISPLAY AS REQUIRED BY LAW SEQ #: L1611500000233
RESOLUTION AUTHORIZING THE MAYOR, 
OR HIS DESIGNEE, TO SELL TWO (2) SURPLUS, 
UNIMPROVED CITY-OWNED PARCELS 
LOCATED AT APPROXIMATELY 1500 – 9TH 
AVENUE SOUTH AND 1518 – 9TH AVENUE 
SOUTH, ST. PETERSBURG, TO SUNSHINE CITY, 
LLC FOR AN AGGREGATE SUM OF $21,200; AND 
TO EXECUTE ALL DOCUMENTS NECESSARY TO 
effectuate same; and PROVIDING AN 
effective date.

WHEREAS, the Real Estate and Property Management Department received an 
offer from Sunshine City, LLC ("Buyer") to purchase two (2) surplus, unimproved City-owned 
parcels located at approximately 1500 – 9th Avenue South and 1518 – 9th Avenue South, St. Petersburg ("Properties"); and

WHEREAS, the Properties were conveyed to the City via Deed in Lieu of Paying 
Special Assessment Liens in accordance with the Special Assessment Lien Modification Program 
in February 2015; and

WHEREAS, the Properties are unimproved with lot dimensions of 72 ft. x 73.6 ft. 
each and are zoned NT-2 (Neighborhood Traditional); and

WHEREAS, the Properties were declared surplus real estate after appropriate City 
Departments were queried; and

WHEREAS, the Properties are legally described as follows:

1) The North ½ of Lot 12 and the East ½ of the North ½ of Lot 11, 
COLUMBIA HEIGHTS NO. 2 
Parcel I.D No.: 25/31/16/17676/000/0120 
Approximate Street Address: 1500 – 9th Avenue South

2) The North ½ of Lot 10 and the West ½ of the North ½ of Lot 11, 
COLUMBIA HEIGHTS NO. 2 
Parcel I.D No.: 25/31/16/17676/000/0100 
Approximate Street Address: 1518 – 9th Avenue South; and

WHEREAS, on August 10, 2018, the Properties were appraised by Scott Seaman, 
McCormick, Seaman and Terrana, and each parcel has an estimated market value of $10,600 for 
an aggregate value of $21,200; and
WHEREAS, the contract price is $10,600 for each parcel, with the Buyer paying all closing costs; and

WHEREAS, the Buyer intends to construct new single-family residences on the lots; and

WHEREAS, according to Billing and Collections Special Assessment and Utility Liens records, there are no City liens against the Buyer.

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 sell two (2) surplus, unimproved City-owned parcels located at approximately 1500 - 9th Avenue South and 1518 – 9th Avenue South, St. Petersburg, to Sunshine City, LLC for an aggregate sum of $21,600; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]

City Attorney (Designee)

APPROVED BY:

[Signature]

Alfred G. Wendler, Acting Director
Real Estate and Property Management
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 18, 2018

TO: The Honorable Chair, and Members of City Council

SUBJECT: A resolution approving funding for various arts and cultural agencies in an amount not to exceed $355,000.00 for the period of October 1, 2018 through September 30, 2019 on the recommendation of the Arts Advisory Committee; waiving the requirements of section 112.313, Florida statutes as to Andrew Schlachter for the funding to Arts Center Association, Inc., as to Ashley Burke for the funding to Museum of Fine Arts of St. Petersburg, Florida, Inc., as to Christopher Eaton for the funding to St. Petersburg Clearwater Film Society, Inc., as to Bob Devin Jones and Barbara Gross for the funding to the Studio @ 620, Inc., and as to Kimberly Jackson for the funding to St. Petersburg College Foundation, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effect these transactions; and providing an effective date.

EXPLANATION: The Arts Advisory Committee ("Committee") had several meetings to review the process of determining eligibility for arts and culture grants, the method for apportioning available funds, and the submission of eligible applicants for arts and culture grants for FY 2018. The Committee consist of twelve (12) members, one of whom is a City Council member and the others are individuals who exhibit an interest in and support arts and culture in the community.

The Committee met as the grants panel on August 8, 2018. The Committee reviewed applications of the twenty-two (22) eligible arts and cultural organizations and recommended the method of allocating funds be based upon the applicants' average scores. Nineteen (19) applicants received an average score of 80 or above to qualify for funding. In addition, twelve (12) organizations applied for and were granted second year funding in FY19 based on their FY 2018 average scores of 90 or above.

The FY 2019 Adopted Budget includes $355,000 for grants for arts and cultural organizations. The agencies and grant aware are set forth in the Grant Award List, which is heretofore attached.

RECOMMENDATION: Administration recommends approval of the arts and culture grant awards as recommended by the Arts Advisory Committee.

COST/FUNDING ASSESSMENT INFORMATION: $355,000 have been previously appropriated in the General Fund (0001), Mayor's Office of Cultural Affairs, Administration (020-1777)

ATTACHMENTS: Resolution and Grant Award list

APPROVALS: Administrative: [Signature]

Budget: [Signature]
## Agencies and Funding for FY2019

<table>
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<tr>
<th>Agency</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academy of Ballet Arts, Inc.</td>
<td>$10,783.63</td>
</tr>
<tr>
<td>AI Downing Tampa Bay Jazz Association, Inc.</td>
<td>$3,383.33</td>
</tr>
<tr>
<td>The American Stage Company, Inc.</td>
<td>$15,751.20</td>
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<tr>
<td>Arts Center Association, Inc. (Morean Center)</td>
<td>$15,955.24</td>
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<tr>
<td>ARTZ 4 Life Academy, Inc.</td>
<td>$15,538.80</td>
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<tr>
<td>Bill Edwards Foundation for the Arts, Inc.</td>
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<tr>
<td>Choral Masterworks Festival, Inc.</td>
<td>$10,220.39</td>
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<tr>
<td>Creative Clay, Inc.</td>
<td>$15,660.89</td>
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<tr>
<td>EMIT, Inc.</td>
<td>$2,901.54</td>
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<tr>
<td>Florida Craftsmen, Inc. (dba/Florida Craft Art)</td>
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<tr>
<td>Florida Holocaust Museum, Inc.</td>
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<td>Florida West Ballet, Inc.</td>
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<td>freeFall Theatre, Inc.</td>
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<td>Friends of the Festival, Inc. (TGLIFF)</td>
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<tr>
<td>Great Explorations, Inc.</td>
<td>$15,583.96</td>
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<td>Gulf Coast Artists' Alliance, Inc.</td>
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<tr>
<td>In Touch With Communities Around the World, Inc.</td>
<td>$15,704.37</td>
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<tr>
<td>Keep St. Pete Lit, Inc.</td>
<td>$2,214.00</td>
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<td>Museum of Fine Arts of St. Petersburg, Florida, Inc.</td>
<td>$16,273.01</td>
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<tr>
<td>PARC, Inc. (St Pete Shines On)</td>
<td>$8,925.07</td>
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<td>The Poynter Institute for Media Studies (Write Field)</td>
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<td>St. Petersburg City Theatre, Inc.</td>
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<td>St. Petersburg Clearwater Film Society, Inc.</td>
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<td>St. Petersburg Historical Society, Inc. (History Museum)</td>
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<tr>
<td>St. Petersburg International Folk Fair Society, Inc. (SPIFFS)</td>
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<tr>
<td>St. Petersburg Opera Company</td>
<td>$15,553.85</td>
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<td>Salvador Dali Museum, Inc.</td>
<td>$15,873.29</td>
</tr>
<tr>
<td>St. Petersburg Warehouse Arts District, Inc.</td>
<td>$10,003.15</td>
</tr>
</tbody>
</table>

**Total:** $355,000.00
Resolution No. ————

A RESOLUTION APPROVING FUNDING FOR VARIOUS ARTS AND CULTURAL AGENCIES IN AN AMOUNT NOT TO EXCEED $355,000.00 FOR THE PERIOD OF OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 ON THE RECOMMENDATION OF THE ARTS ADVISORY COMMITTEE; WAIVING THE REQUIREMENTS OF SECTION 112.313, FLORIDA STATUTES AS TO ANDREW SCHLAUCH FOR THE FUNDING TO ARTS CENTER ASSOCIATION, INC., AS TO ASHLEY BURKE FOR THE FUNDING TO MUSEUM OF FINE ARTS OF ST. PETERSBURG, FLORIDA, INC., AS TO CHRISTOPHER EATON FOR THE FUNDING TO ST. PETERSBURG CLEARWATER FILM SOCIETY, INC., AS TO BOB DEVIN JONES AND BARBARA GROSS FOR THE FUNDING TO THE STUDIO @ 620, INC., AND AS TO KIMBERLY JACKSON FOR THE FUNDING TO ST. PETERSBURG COLLEGE FOUNDATION, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") desires to provide financial assistance to arts and cultural agencies in the community; and

WHEREAS, the Arts Advisory Committee, an advisory board of the City, has reviewed all eligible agency applications and has recommended funding to thirty one (31) eligible agencies in an amount not to exceed $355,000.00 for the period of October 1, 2018 through September 30, 2019; and

WHEREAS, each eligible agency is a voluntary non-profit corporation which is open to the public and is dedicated to a valid public purpose; and

WHEREAS, funds are available in the General Fund (0001), Mayor's Office of Cultural Affairs, Administration (020-1777) for FY 19; and

WHEREAS, Andrew Schlauch ("Schlauch"), Ashley Burke ("Burke"), Christopher Eaton ("Eaton"), Barbara Gross ("Gross"), and Kimberly Jackson
(“Jackson”), are all public officers of the City by virtue of their membership on the Arts Advisory Committee; and

WHEREAS, Bob Devin Jones (“Jones”) is also a public officer of the City by virtue of his membership on the Public Arts Commission and the Elder Jordan Public Art Project Committee, both advisory boards of the City; and

WHEREAS, Schlauch is employed by Arts Center Association, Inc., one of the entities recommended for City funding by the Arts Advisory Committee; and

WHEREAS, Burke is employed by Museum of Fine Arts of St. Petersburg, Florida, Inc., one of the entities recommended for City funding by the Arts Advisory Committee; and

WHEREAS, Eaton is employed by St. Petersburg Clearwater Film Society, Inc., one of the entities recommended for City funding by the Arts Advisory Committee; and

WHEREAS, Jones and Gross are employed by The Studio @ 620, Inc., one of the entities recommended for City funding by the Arts Advisory Committee; and

WHEREAS, Jackson is employed by St. Petersburg College Foundation, Inc., one of the entities recommended for City funding by the Arts Advisory Committee; and

WHEREAS, the City’s funding to Arts Center Association, Inc., Museum of Fine Arts of St. Petersburg, Florida, Inc., St. Petersburg Clearwater Film Society, Inc., The Studio @ 620, Inc., and St. Petersburg College Foundation, Inc., constitutes these agencies doing business with the City, which, absent a waiver, creates a prohibited conflict of interest for these public officers (i.e., Schlauch, Burke, Eaton, Jones, Gross, and Jackson) under Florida Statute Section 112.313(7)(a), which prohibits a public officer from having an employment or contractual relationship with a business entity which is doing business with the City; and

WHEREAS, each member of the Arts Advisory Committee with an employment or contractual relationship with an agency applying for funding from the Arts Advisory Committee (i.e., Schlauch, Burke, Eaton, Gross, and Jackson), absent a waiver, has a conflict of interest under Florida Statute Section 112.313(7)(a), which prohibits a public officer from having or holding any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties; and

WHEREAS, the conflicts of interest under Florida Statute Section 112.313(7)(a) for all of these public officers (i.e., Schlauch, Burke, Eaton, Jones, Gross, and Jackson) can be waived by City Council pursuant to Florida Statute Section 112.313(12) since these public officers all sit on advisory boards of the City to which their appointment was confirmed by City Council; and

WHEREAS, City Council desires to effectuate such waivers; and
WHEREAS, each of the Arts Advisory Committee members that had an employment or contractual relationship with an agency competing for funding from the Arts Advisory Committee (i.e., Arts Center Association, Inc., Museum of Fine Arts of St. Petersburg, Florida, Inc., St. Petersburg Clearwater Film Society, Inc., The Studio @ 620, Inc., and St. Petersburg College Foundation, Inc.) had a voting conflict when the Arts Advisory Committee voted on the funding for the agency with which the public officer has an employment or contractual relationship, but each public officer (i.e., Schlauch, Burke, Eaton, Gross, and Jackson) complied with the requirements of Florida Statute 112.3143 by making the necessary disclosures and abstaining from the vote on funding for his or her own agency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the recommendation of the Arts Advisory Committee, the following arts and cultural agencies be funded, as listed below, for the period of October 1, 2018 through September 30, 2019:

**Agencies and Funding for FY2019**

**31 Agencies**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academy of Ballet Arts, Inc.</td>
<td>$10,783.63</td>
</tr>
<tr>
<td>Al Downing Tampa Bay Jazz Association, Inc.</td>
<td>$3,383.33</td>
</tr>
<tr>
<td>The American Stage Company, Inc.</td>
<td>$15,751.20</td>
</tr>
<tr>
<td>Arts Center Association, Inc. (Morean Center)</td>
<td>$15,955.24</td>
</tr>
<tr>
<td>ARTZ 4 Life Academy, Inc.</td>
<td>$15,538.80</td>
</tr>
<tr>
<td>Bill Edwards Foundation for the Arts, Inc.</td>
<td>$15,286.26</td>
</tr>
<tr>
<td>Choral Masterworks Festival, Inc.</td>
<td>$10,220.39</td>
</tr>
<tr>
<td>Creative Clay, Inc.</td>
<td>$15,660.89</td>
</tr>
<tr>
<td>EMIT, Inc.</td>
<td>$2,901.54</td>
</tr>
<tr>
<td>Florida Craftsmen, Inc. (dba/Florida Craft Art)</td>
<td>$15,486.95</td>
</tr>
<tr>
<td>Florida Holocaust Museum, Inc.</td>
<td>$16,115.80</td>
</tr>
<tr>
<td>Florida West Ballet, Inc.</td>
<td>$4,209.57</td>
</tr>
<tr>
<td>freeFall Theatre, Inc.</td>
<td>$15,553.85</td>
</tr>
<tr>
<td>Friends of the Festival, Inc. (TGLIFF)</td>
<td>$10,349.16</td>
</tr>
<tr>
<td>Great Explorations, Inc.</td>
<td>$15,583.96</td>
</tr>
<tr>
<td>Gulf Coast Artists' Alliance, Inc.</td>
<td>$1,582.90</td>
</tr>
<tr>
<td>In Touch With Communities Around the World, Inc.</td>
<td>$15,704.37</td>
</tr>
<tr>
<td>Keep St. Pete Lit, Inc.</td>
<td>$2,214.00</td>
</tr>
<tr>
<td>Agency</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Museum of Fine Arts of St. Petersburg, Florida, Inc.</td>
<td>$16,273.01</td>
</tr>
<tr>
<td>PARC, Inc. (St Pete Shines On)</td>
<td>$8,925.07</td>
</tr>
<tr>
<td>The Poynter Institute for Media Studies (Write Field)</td>
<td>$14,148.99</td>
</tr>
<tr>
<td>St. Petersburg City Theatre, Inc.</td>
<td>$9,553.08</td>
</tr>
<tr>
<td>St. Petersburg Clearwater Film Society, Inc.</td>
<td>$10,510.46</td>
</tr>
<tr>
<td>St. Petersburg Historical Society, Inc. (History Museum)</td>
<td>$10,325.75</td>
</tr>
<tr>
<td>St. Petersburg International Folk Fair Society, Inc. (SPIFFS)</td>
<td>$10,325.75</td>
</tr>
<tr>
<td>St. Petersburg Opera Company</td>
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<tr>
<td><strong>Total:</strong></td>
<td><strong>$355,000.00</strong></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the requirements of Section 112.313, Florida Statutes as to Andrew Schlauch for the funding to Arts Center Association, Inc., as to Ashley Burke for the funding to Museum of Fine Arts of St. Petersburg, Florida, Inc., as to Christopher Eaton for the funding to St. Petersburg Clearwater Film Society, Inc., as to Bob Devin Jones and Barbara Gross for the funding to The Studio @ 620, Inc., and as to Kimberly Jackson for the funding to St. Petersburg College Foundation, Inc., are waived.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effect the intent of this Resolution with each agency.

This Resolution shall become effective immediately upon its adoption.

LEGAL:  

APPROVED BY:  

City Attorney (Designee)  

Administration
**AGENDA ITEM DESCRIPTION FORM**

<table>
<thead>
<tr>
<th>Meeting Name:</th>
<th>Homeless Leadership Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Date:</td>
<td>October 5, 2018</td>
</tr>
<tr>
<td>Agenda Item Number:</td>
<td>4</td>
</tr>
<tr>
<td>Item Title:</td>
<td>August 2018 Data Summary Report</td>
</tr>
<tr>
<td>Name of Staff Member Submitting:</td>
<td>Avery Slyker</td>
</tr>
</tbody>
</table>

**Background:**

Summary of the August 2018 CoC performance reporting, per data within PHMIS. The data source reports are run from PHMIS on September 5, 2018 and cover August 1, 2018 through August 31, 2018. The data within this report was approved by the Data and System Performance Committee on September 13, 2018. The report provides a summary of the CoC’s system entries and exits; system flow comparisons between FY 2017-2018 and FY 2016-2017; exit destinations; and current capacity, per the Housing Inventory Count.

**August 2018 Report Highlights**

**Duplicated Data:**

- There were 51 additional entries in August 2018 than in July 2018 (2,004 July and 2,055 August); and
- There were 74 additional exits in August 2018 than in July 2018 (2,071 July and 2,145 August).

**Unduplicated Data:**

- There were 55 additional individuals that entered the Homeless Crisis Response System in August 2018 than in July 2018 (1,301 July and 1,356 August); and
- There were 64 additional individuals that exited the Homeless Crisis Response System in August 2018 than in July 2018 (1,417 July and 1,481 August).

**August Demographical Data Differences:**

- For the past quarter (June, July, and August 2018) females and Black or African/Americans make up more than 25% of the total population within the Homeless Crisis Response System (both demographics are at 30%)
- For the first time this quarter, under “Residence Prior to Homelessness” there were less than 10 entries from Hospitals.

Ver. 8.2017
- Rental by Client, under “Residence Prior to Homelessness” was higher than Jail in August 2018 (101 individuals with rental and 98 from jail)

August Exits
- 143 Individuals exited, “Rental by Client, No Subsidy” however,
  - There were 8 individuals with improper edit destinations, meaning only 135 exited “Rental by Client, No Subsidy” in August 2018;
  - There were 42 children within the 143 individuals that exited; and
  - Out of the 135 individuals that exited “Rental by Client, No Subsidy, 6 returned to Homelessness within 30 days of exit (4%).
- There was an increase of 406 individuals that exited the Homeless Crisis Response System as “unknown” in August 2018 from July 2018 (822 July and 1,228 August). A breakdown of that measures shows:
  - Actual “unknown” exit destinations decreased in August 2018, the increases were from “client doesn’t know, no exit interview and Safe Harbor unknown” exits.

System flow comparisons between FY 2017/2018 and FY 2016/2017 indicates there were 70 less entries (duplicated data) in August 2018 and there were 136 less individuals (Unduplicated data) that entered the system, meaning there were less entries into two or more projects during August 2018.

Between FY 2017/2018 and FY 2016/2017, there were 86 additional exits (duplicated data) in August 2018 with 2 additional individuals (unduplicated data).

<table>
<thead>
<tr>
<th>Budget Impact (if any):</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff Recommendation:</strong></td>
<td>HLB Performance Improvement Manager recommends approval of the August 2018 Data Summary Report.</td>
</tr>
<tr>
<td><strong>CEO Approval:</strong></td>
<td>Susan Myers, CEO – Approved 10/02/18</td>
</tr>
</tbody>
</table>
Data Summary August 2018

Entries and Exits

Number of Entries into the Homeless Crisis Response System
- August 2017: 2,125
- August 2018: 2,055

Number of Exits out of the Homeless Crisis Response System
- August 2017: 2,059
- August 2018: 2,145

Monthly Individuals that Entered the Homeless Crisis Response System FY 2017/2018 Compared to FY 2016/2017
- October 2017: 1,420, 2018: 1,356
- November 2017: 1,256, 2018: 1,296
- December 2017: 1,211, 2018: 1,370
- January 2017: 1,362, 2018: 1,354
- February 2017: 1,199, 2018: 1,231
- March 2017: 1,279, 2018: 1,122
- April 2017: 1,386, 2018: 1,389
- May 2017: 1,398, 2018: 1,389
- June 2017: 1,301, 2018: 1,356
- July 2017: 1,492, 2018: 1,492
- August 2017: 1,420, 2018: 1,356

Monthly Individuals that Exited the Homeless Crisis Response System FY 2017/2018 Compared to FY 2016/2017
- October 2017: 1,362, 2018: 1,362
- November 2017: 1,205, 2018: 1,259
- December 2017: 1,299, 2018: 1,405
- January 2017: 1,273, 2018: 1,273
- February 2017: 1,308, 2018: 1,308
- March 2017: 1,386, 2018: 1,386
- April 2017: 1,370, 2018: 1,370
- May 2017: 1,409, 2018: 1,409
- June 2017: 1,417, 2018: 1,417
- July 2017: 1,481, 2018: 1,481
- August 2017: 1,479, 2018: 1,479

Data from Pinellas Homeless Management Information System - Data ran September 5, 2018
The chart below measures the total number of entries within PHMIS, the number of entries that were carried over from July 2018 and the number of exits from PHMIS. Entries refer to the "touches" made to the Homeless Crisis Response System by an individual.

### PHMIS Entries and Exits August 2018

- **New Entries (Unduplicated data)**: 1,356
- **System Carry Overs (Duplicated data)**: 1,968
- **Total Month Entries (Duplicated data)**: 2,055
- **New Exits (Unduplicated data)**: 1,481
- **Individuals with More Than One Exit (Unduplicated data)**: 664
- **Total Exits (Duplicated data)**: 2,145

### August 2018 Demographics

#### Age Ranges August 2018 (Unduplicated Data)

- Unknown: 0.0%
- Under 5: 1.8%
- 5 to 12: 3.5%
- 13 to 17: 3.2%
- 18 to 24: 4.6%
- 25 to 34: 17.6%
- 35 to 44: 21.5%
- 45 to 54: 23.2%
- 55 to 61: 16.9%
- 62 and Over: 7.7%

#### Client Gender August 2018 (Unduplicated Data)

- Male: 67.8%
- Female: 32.0%
- Client Doesn't Know: 0.1%
- Trans Female (MTF): 0.1%

#### Client Race August 2018 (Unduplicated Data)

- White: 67.3%
- Black or African American: 30.6%
- American Indian or Alaska Native: 0.8%
- Asian: 0.4%
- Unknown: 0.4%
- Client Doesn't Know: 0.1%
- Native Hawaiian/Pacific Islander: 0.4%
- Client Refused: 0.1%

### Prior Residence to Entering Homeless Crisis Response System August 2018 (Unduplicated data)

- Staying With Family: 161
- Staying With Friend: 184
- Jail: 98
- Place Not Meant For Habitation: 412
- Emergency Shelter (Hotel Motel): 211
- Self Pay Hotel/Motel: 83
- Temporary Housing: 30
The Length of Stay (LOS) tracks individuals that have exited during the month, based upon the number of days they were open within HMIS, in one of the noted projects. The LOS measure is used to track the CoC’s efforts to keep homelessness brief.

Summary of data between August 2018 and July 2018:

- There were once again, two emergency shelters with individuals that had LOS for over 366 days;
- There was no significant changes in LOS for Permanent Supportive Housing, Safe Haven, and Transitional Housing;
- There were two Rapid Re-Housing projects that had 15 individuals with LOS under 90 days; and
- There were 3 individuals with LOS over 366 days and 6 individuals with LOS between 91-180 days in Street Outreach.

Each of these noted LOS were researched by PHMIS staff to ensure these LOS were not the results of data entry errors. No errors were found within the PHMIS records.
Exit Destinations August 2018

Permanent Destinations 306
Temporary Destinations 323
Institutional Settings 124
Other Destinations 164
Unknown 1,228

Positive Exit Destinations August 2018

- Owned By Client, No Subsidy 0
- Permanent Housing (Not RRH) 4
- Rental By Client, No Subsidy 143
- Rental By Client GPD 3
- Rental By Client, Subsidy 32
- Rental By Client, RRH 15
- Rental By Client, VASH 11
- Living With Family, Permanent 11
- Living With Friends, Permanent 19

Negative Exit Destinations August 2018

- Client Doesn’t Know 25
- Client Refused 16
- Data Not Collected 4
- Deceased 7
- Foster Care 115
- Emergency Shelter (Paid Hotel/Motel) 67
- Hospital 23
- Jail or DJJ 20
- Long-Term Care Facility 2
- Safe Harbor Unknown 1,028
- No Exit Interview 190
- Other 61
- Place Not Meant For Habitation 26
- Psychiatric Facility 10
- Residential Project/Halfway House Staying With Family, Temporary 41
- Temporary Staying with Friend, Temporary 52
- Substance Abuse Facility 59
- Unknown 18

Housing Inventory Counts August 2018

- Housing Inventory Adults Only July 2018:
  - 1,296
  - 1,039
  - 274
  - 81

- Housing Inventory Households with Children July 2018:
  - 274
  - 44
  - 282

- Housing Inventory Children Only July 2018:
  - 27
  - 24

There were 114 Rapid Re-Housing units added in August 2018.
AGENDA ITEM DESCRIPTION FORM

<table>
<thead>
<tr>
<th><strong>Meeting Name:</strong></th>
<th>Homeless Leadership Board of Directors</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meeting Date:</strong></td>
<td>10/05/2018</td>
</tr>
<tr>
<td><strong>Agenda Item Number:</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>Item Title:</strong></td>
<td>Homeless Response System Redesign Implementation Plan Review</td>
</tr>
<tr>
<td><strong>Name of Staff Member Submitting:</strong></td>
<td>Susan Myers</td>
</tr>
</tbody>
</table>

**Background:**

At their September 28th meeting, the HLB System Redesign Committee reviewed and updated the Implementation Plan. Items are either Completed, In Progress, or are Ongoing. Recent updates are highlighted in yellow.

**Budget Impact (if any):**

**Staff Recommendation:** Board members review the updated document for discussion.

**CEO Approval:** 

*Susan Myers, CEO* – Approved, 10/02/18
Pinellas County Homeless Leadership Board

Homeless Response System Re-Design Implementation Plan

HLB AIM Statement: As part of the System Re-Design Clinic conducted by CSH in March 2016, the participants created the following AIM statement:

By March 2, 2017, we as community leaders of Pinellas County commit to coming together as a collaborative system. We will:

- Make Data Driven Decisions
- Fully Implement Coordinated Entry
- Implement Centralized, Independent Housing Navigation Services
- Begin Implementation of agreed upon System Design
- Implement Housing First in all Permanent Housing
- Have a Coordinated Funding Plan for the Homeless Response System

We are striving to create the best possible system, where homelessness is rare, brief and non-recurring.
<table>
<thead>
<tr>
<th>Tasks</th>
<th>Action Steps</th>
<th>Responsible Party</th>
<th>Status</th>
</tr>
</thead>
</table>
| **Write CES Policy**                            | Develop CES Policy based on the input that was received from the CES work groups. | CES Lead agency (Project Manager)          | **COMPLETED**  
**Approved 10/06/16**  
**Revision approved 12/11/17**          |
| **CES Policy Approval**                         | CES lead agency to present Policy to Steering Committee (System Redesign) for Approval | CES Lead agency (Project Manager)          | **COMPLETED**  
**Approved 10/06/16**  
**Revision approved 12/11/17**          |
| **CES Policy Implementation**                   | Recommendation of CES Policy to Board of Directors for approval and CoC wide implementation | Steering Committee                        | **COMPLETED**  
**Approved 01/05/2018**                |
| **Write CES Standard Operating Procedures (SOP)**| Develop CES SOP based on the input that was received from the CES work groups. | CES Lead agency (Project Manager)          | **COMPLETED**  
**Approved 12/18/17**                |
| **CES SOP Approval**                            | CES lead agency to present SOP to Steering Committee for Approval           | CES Lead agency (Project Manager)          | **COMPLETED**  
**Approved 12/18/17**                |
| **CES SOP Implementation**                      | Recommendation of CES SOP to Board of Directors for approval and CoC wide implementation | Steering Committee                        | **COMPLETED**  
**Approved 01/01/2018**                |
| **Develop Triage Tool**                         | Research best practices and Write draft to go to Assessment Work Group,      | CES Lead agency (Project Manager)          | **COMPLETED**                                  |
| **Identify CES Access Locations**               | Identify partners for CES activities                                      | CES Lead agency (Project Manager)          | **COMPLETED/ONGOING**  
*Access to CES is through the completion of a VI-SPDAT which is currently being conducted via Street Outreach, the HOT team, or Emergency Shelters. CES staff are continuously seeking potential partner locations.* |
## Implementation Plan – Pinellas County Homeless Response System Re-Design

**GREEN = COMPLETED  PURPLE = COMPLETED/ONGOING  BLUE = IN PROGRESS  RED = NOT COMPLETED**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Action Steps</th>
<th>Responsible Party</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>HMIS generated CES Housing Priority List</td>
<td>Ensure that HMIS has the ability and knowledge to build and run the CES Housing Priority List</td>
<td>CES Lead agency (Project Manager) and HMIS Lead agency</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Develop CES Agreement</td>
<td>Draft CES Agreement for PSH Providers and have available for the HLB Board of Directors meeting</td>
<td>CES Lead agency (Project Manager)</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Identify CES PSH Partners</td>
<td>Ensure that all CoC funded provider agencies are participating in CES by agreement</td>
<td>HLB Board of Directors, HLB CEO, and CES Project Manager</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Implement CES for PSH HUD Funded Agencies</td>
<td>Ensure that all CoC funded provider agencies are participating in CES</td>
<td>CES Lead agency (Project Manager)</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Implement CES for all CoC member PSH Agencies</td>
<td>Ensure that all CoC funded provider agencies are participating in CES</td>
<td>CES Lead agency (Project Manager)</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Identify CES RRH and Transitional Housing Partners</td>
<td>Ensure that all CoC funded provider agencies are participating in CES by agreement</td>
<td>HLB Board of Directors, HLB CEO, and CES Project Manager</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Implement CES for RRH ESG and HUD Funded Agencies</td>
<td>Ensure that all CoC funded provider agencies are participating in CES</td>
<td>CES Lead agency (Project Manager)</td>
<td>COMPLETED</td>
</tr>
</tbody>
</table>
# Implementation Plan – Pinellas County Homeless Response System Re-Design

**GREEN = COMPLETED  ** PURPLE = COMPLETED/ONGOING  ** BLUE = IN PROGRESS  ** RED = NOT COMPLETED

## Implement a Coordinated Entry Process

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Action Steps</th>
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<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implement CES for all CoC member RRH Agencies</td>
<td>Ensure that all CoC funded provider agencies are participating in CES</td>
<td>CES Lead agency (Project Manager)</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Identify CES Emergency Shelter Partners</td>
<td>Ensure that all CoC funded provider agencies are participating in CES prioritization process by agreement. Explore participation contingent to receiving local funding.</td>
<td>HLB Board of Directors, HLB CEO, and CES Project Manager</td>
<td>COMPLETED</td>
</tr>
</tbody>
</table>

## Implement a Housing First Approach for Permanent Housing Projects and Low Barrier Models for Shelter and Transitional Housing Projects

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Action Steps</th>
<th>Responsible Party</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>System-wide adoption of HUD definition of Housing First from all providers, funders, board members and other stakeholders.</td>
<td>1. Conduct a Housing First Training and complete “Are We a Housing First Community” assessment with HLB Board, Provider’s Council and Funder’s Council and other identified stakeholders. 2. Incorporation of Housing First definition in engagement and collaboration activities.</td>
<td>HLB staff and ad-hoc committee members.</td>
<td>COMPLETED</td>
</tr>
<tr>
<td>Include Housing First/no barrier/low barrier requirement in all local funding contracts.</td>
<td>Work with Funder’s Council members to identify steps that need to be taken to incorporate language (e.g. legal review, council or commission buy-in/support).</td>
<td>HLB Staff and Funder’s Council</td>
<td><strong>IN PROGRESS</strong> HLB staff is working with the Funder’s Council to incorporate contract language to include Housing First/no barrier/low barrier for FY18/19.</td>
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</table>
# Implementation Plan – Pinellas County Homeless Response System Re-Design

**GREEN = COMPLETED**  **PURPLE = COMPLETED/ONGOING**  **BLUE = IN PROGRESS**  **RED = NOT COMPLETED**

## Implement a Housing First Approach for Permanent Housing Projects and Low Barrier Models for Shelter and Transitional Housing Projects

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| **All PH projects implement a Housing First approach.** | 1. Each PH provider will conduct a Housing First Assessment and Assess and Align the Project with HF approach.  
2. Review all PH projects’ policies and procedures.  
3. Develop and publish written summary. | HLB staff and all PH providers in the continuum regardless of funding source. | **IN PROGRESS**  
All CoC and state funded PSH and RRH projects are Housing First. During HUD Monitoring, HLB staff reviews the organizational policies and procedures for adherence to the Housing First principles. These policies are then reviewed for a second time during rank and review. Per the HLB’s Housing First Resolution, non-CoC housing programs are to adopt by April 1, 2019. Starting March 2018, the HLB will begin working with non-CoC housing programs to conduct Housing First Self Studies utilizing HUD recommended Housing First Assessment Tool. |
| **All ES, Bridge Housing (BH) and TH providers implement low barrier admission policies and procedures and low barrier/no barrier policies are in place for participants to not lose their shelter, wherever possible.** | 1. Develop sub-committee to develop standards for low barrier models of admission.  
2. Review of all ES, BH, and TH agencies’ policies and procedures.  
3. Develop and publish written summary. | HLB staff and all ES, BH, TH providers in the continuum, regardless of funding source. | **IN PROGRESS**  
HLB staff will request System Redesign Committee to appoint a sub-committee to review agency P&P’s by 9/30/18. |
### Implementation Plan – Pinellas County Homeless Response System Re-Design

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<tr>
<td>Identify housing stock available and needed in the continuum.</td>
<td>1. Complete a valid study of the types of housing available in the community.</td>
<td>HLB Staff, Affordable Housing Sub-Committee.</td>
<td>IN PROGRESS Final report received from consultant. Staff recommendations are being developed to be presented to committee.</td>
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<td>2. Compare types of housing needed (wait list) with what types of housing are available to identify gaps.</td>
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<td>3. Better use and update FloridaHousingSearch.org; or development, implementation of own site for the continuum.</td>
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<td>4. Establish an Affordable Housing Committee of the HLB.</td>
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<td>COMPLETED The CoC is utilizing FloridaHousingSearch.org’s current landlord database more effectively to increase landlord participation and affordable housing options. In addition, we are establishing a private landlord database on the website. Registered case workers and housing specialists will have access to property listings from landlords that have agreed to work with rapid rehousing providers in Pinellas County. Assuring the database is current is an ongoing process.</td>
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### Implementation Plan – Pinellas County Homeless Response System Re-Design

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#### Implement a Housing First Approach for Permanent Housing Projects and Low Barrier Models for Shelter and Transitional Housing Projects

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<tbody>
<tr>
<td>Implementation of SSI/SSDI Outreach, Access and Recovery (SOAR) process in the continuum.</td>
<td>1. Identify all potential partners.</td>
<td>Pinellas County Human Services and SOAR Steering Committee and Lead Agency.</td>
<td>COMPLETED</td>
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<td></td>
<td>2. Convene on-going monthly planning meetings of all partners.</td>
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<td>Position hired at Directions For Living, training program implemented, monthly Steering Committee meetings occur to discuss issues, strengthen partnerships, and increase capacity.</td>
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<td>3. Conduct System-wide training.</td>
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<td>4. Set-up SOAR data tracking system and train all direct service providers.</td>
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<td>5. Develop and cultivate relationships with local Social Security offices.</td>
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<td>6. Develop and implement system-wide monitoring and quality improvement processes.</td>
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<td>Ensure all staff working directly with residents in ES, BH, TH RRH and PH are trained in harm reduction, motivational interviewing and trauma informed care.</td>
<td>1. Develop common job description language and incorporate into job descriptions.</td>
<td>HLB Staff</td>
<td>IN PROGRESS</td>
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<td></td>
<td>2. Develop and implement system-wide training and monitoring system.</td>
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<td>Funding received to implement a series of workshops for agency leadership and direct services staff. Additional funding will be needed to provide ongoing training.</td>
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10/2/2018
# Implementation Plan – Pinellas County Homeless Response System Re-Design

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| Ensure regular and consistent HMIS Training is occurring. | 1. Develop a monitoring and evaluation process for HMIS.  
2. Conduct site visits for HMIS trainings to evaluate consistency of training information.  
3. Encourage the use of electronic tools and encourage automating trainings, such as screencasts and webinars, to streamline training needs and promote for efficient use of time and resources. HLB websites for 24/7 access. | Data and System Performance Committee; HLB staff. |

Note: this task was originally developed when 211 was the HMIS Lead Agency and the HLB was to develop a monitoring plan per consultation recommendation. An HMIS monitoring plan now needs to be developed for the HLB as the HMIS Lead Agency.

- **ONGOING**
  - The HLB became the HMIS Lead Agency on 10/01/2017. A new HMIS Training Curriculum is in progress.
  - HLB staff approached the Funder’s Council December 2018 to request assistance with monitoring HMIS and CES Lead Agency responsibilities. CSH was contacted by the HLB to determine how monitoring is conducted throughout the US for CoCs with similar structure to FL-502. CSH recommended the County or a subcommittee within the Funders Council take on the responsibility to monitoring both HMIS and CES, to ensure lead agency requirements are being met. CSH suggested the Funder’s Council utilize the HUD HMIS Monitoring Tool and the CES Self-Assessment Tool. These tools will be reviewed by the Funder’s Council during the February 2018 meeting.

The HMIS trainer meets with the Data and System Performance Committee quarterly to review HMIS training needs.

10/2/2018
### Use Data to make Decisions about the Homeless System

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| HLB to develop policy, procedure and process that council members are provided with data for presentation and review prior to HLB submission. | 1. Codify policy/procedure to ensure this task is accomplished.  
2. Develop a report scheduling tool to ensure timeliness of data review with all parties. | Data and System Performance Committee; HLB staff. | COMPLETED  
Monthly data packet is submitted in the HLB consent agenda packet; quarterly and annual reports are presented to the HLB. |
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<tr>
<td>Create common definitions of data elements.</td>
<td>1. Develop a tool that defines data elements based on the standard language of subject matter experts (i.e., HUD, NAEH, USICH, etc.) and present to all Councils, Committees, and Board of Directors.&lt;br&gt;2. Post the tool on the HLB website for reference across the CoC.&lt;br&gt;3. Develop tool to track user scores across the system to ensure all HMIS users/programs are utilizing common definitions of data elements.</td>
<td>Data and System Performance Committee; HLB staff.</td>
<td>ONGOING</td>
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</table>

System Performance Measures Handbook developed and posted on web-site. Developed system with HMIS to track user scores; will be incorporating into HLB monitoring process. The Data and System Performance Committee is in the process of developing recommendations to the HLB Board.

CoC System Dashboard Report Data Point definitions presented to HLB. System framework completed and to be forwarded to PHMIS Governance for approval March 2018 then HLB for approval April 2018. Once approved and adopted by the HLB they will be posted to HLB web site.

This has become ongoing task for the Data and System Performance Committee. Updates will be made as the CoC approves enhanced and redefined system frameworks (e.g., consistent and uniform data entry for all street outreach; VASH; and RRH projects).
## Implementation Plan – Pinellas County Homeless Response System Re-Design

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<td><strong>Implement and monitor real-time data entry.</strong></td>
<td>1. Identify projects/programs that need to be entered into HMIS that are missing and delineate responsibilities for entry.</td>
<td>Data and System Performance Committee; HLB staff.</td>
<td>ONGOING</td>
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<td>3. Determine if additional funding is needed for HMIS licenses to remove barriers to access.</td>
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<td>As of 1/23/2018, four projects have been identified as needing to be entered into HMIS (Ready for Life, PERC, AEFAP and FSI).</td>
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<td>4. Address funding needs with decision makers.</td>
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<td>RRH performance data standards have been verified within HMIS by the PHMIS staff.</td>
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<td>Data and System Performance Committee met 1/11/2018 with PHMIS staff to begin drafting new PHMIS licenses policy and procedures.</td>
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<td><strong>DCF provided funding for additional subsidized HMIS licenses that removed barriers to access for FY 17/18.</strong></td>
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### Implementation Plan – Pinellas County Homeless Response System Re-Design

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| Determine how HMIS captures all RRH and Rental Assistance projects; ensure consistency in data entry/ tracking/analysis. | 1. Ensure all TH and Rental Assistance programs are entering data into HMIS.  
2. Conduct an audit of to identify all Rapid Re-Housing and Rental Assistance projects in the HMIS system. | Data and System Performance Committee; HLB staff. | IN PROGRESS |

- Proposed completion date will be in conjunction with the new HLB HMIS vendor contract on 04/01/2018.
- TH and RRH programs are entering into HMIS; next phase of audit will be to identify and engage all Rental Assistance programs that are not entering data into HMIS.
- HMIS has been conducting site visits with rental assistance projects to ensure project staff has received updated training. Data is being entered consistently, and privacy/security measures are being met by projects in accordance with the HMIS policies and procedures.

10/2/2018
## Implementation Plan – Pinellas County Homeless Response System Re-Design

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| Put a strategic process in place that will systematically evaluate if the COC and ESG efforts are making a quality impact on target populations. | 1. Objectively evaluate performance on outcome measures.  
2. Determine if system activities and services are moving people from homelessness to stable housing.  
3. Utilize the Data and System Performance Committee for this on-going analysis.  
4. Make data-driven recommendations to decision makers regarding what housing and services should be provided and funded. | Data and System Performance Committee; HLB staff.                                                                 | ONGOING CSH has been engaged to assess the impact of the systems current efforts and to make any recommendations as to how to improve.  
Data and Systems Improvement Committee to review System Performance Measures monthly starting 09/14/2017.  
First quarterly presentation to HLB by DSP Committee will be February 2018, which will indicate data trends that are to be reviewed during quarter II (Jan 2018 – March 2018). |
### Implementation Plan – Pinellas County Homeless Response System Re-Design

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| Determine other metrics/templates/scorecards that will be reported to board, councils, policy makers and other stakeholders. | 1. Gather and assess performance benchmarks and best practices from subject matter experts in the field of reducing homelessness.  
   a. Review with Data and System Performance Committee, including HMIS staff, to ensure benchmarks can be successfully captured in HMIS.  
   2. Present to respective stakeholders for approval (i.e. Provider Council). | Data and System Performance Committee; HLB staff. | COMPLETED/ONGOING  
Performance benchmarks for rare, brief, and nonrecurring were presented to the Providers Council November 2017 and are to be presented to the HLB, February 2018.  
HLB approved CoC benchmarks February 2018. RRH benchmarks were approved August 2018.  
Data and System Performance Committee reviews benchmark data quarterly and will begin to update goals for CoC in FY 2018/2019, utilizing a systems approach to data, as recommended by HUD, NAEH, and USICH. |
# Implementation Plan – Pinellas County Homeless Response System Re-Design

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<tr>
<td>Tie HMIS participation and quality data entry to local funding.</td>
<td>Work with local funders to encourage these reports be required documents for funding consideration.</td>
<td>Data and System Performance Committee; HLB and HMIS staff.</td>
<td>COMPLETED/ONGOING</td>
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HMIS Consultant is presented information on data quality reports to Funders Council on 09/15/17. Council members will consider for inclusion in FY 18/19 contracts.

At the request of the Funders Council, selected system performance measures will be reported, per project and agency. These reports will begin February 2018.

As of February 2018, the Funders Council receives quarterly data workbooks that include selected system performance measures, entries and exits by project. The Data and System Performance Committee reviews this data quarterly and the Funders Council will continue to receive the data workbooks quarterly.
### Implementation Plan – Pinellas County Homeless Response System Re-Design

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<tr>
<td>Evaluate and remove barriers to all providers using HMIS system.</td>
<td>HLB staff and the Data and System Performance Committee will conduct an assessment and report findings and recommendations.</td>
<td>Data and System Performance Committee; HLB staff.</td>
<td>COMPLETED/ONGOING</td>
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- **As the new HMIS Lead Agency, HLB will evaluate provider barriers and report to board by 09/30/18.**

- **Data and System Performance Committee reviewed access barriers to HMIS and began drafting new licensing policies and procedures in January 2018. DCF provided funding to the HLB for additional licenses.**
| Develop ad-hoc subcommittee to address the issue. | 1. Identify members of the BOD, PC and FC to participate.  
2. Brainstorm and bring recommendations of what terms mean.  
3. Obtain consensus from board, council and other stakeholders.  
4. Publish on website and other social media. | HLB staff and Data and System Performance Committee | COMPLETED |

Data and System Performance Committee developed recommendations and presented to Board which directed staff to bring back to committee and to Provider’s and Funder’s Councils for input.

Data and System Performance Committee presented benchmark data to define rare, brief, and nonrecurring to the HLB October 2017. The HLB requested that these measures go back to the committee for additional information and go before the Providers Council before coming back before the HLB. Data and System Performance committee shared the new benchmarks with the Provider's Council in November 2017 and they will be presented to the HLB February 2018.

CoC benchmarks for rare, brief, and nonrecurring were approved by the HLB February 2018.
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<tr>
<td>Develop ad-hoc subcommittee to develop and finalize the strengths and challenges list.</td>
<td>1. Identify members of the BOD, PC and FC to participate.</td>
<td>HLB staff and ad-hoc sub-committee.</td>
<td>IN PROGRESS</td>
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<td>2. Brainstorm and bring recommendations for final list of strengths and challenges.</td>
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<td>3. Develop action steps and timeframes to rectify challenges and ensure continuation of strengths.</td>
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<td>4. Obtain consensus from board, councils and other stakeholders.</td>
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<td>5. Implement and formalize ongoing monitoring and quality improvement efforts.</td>
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<td>6. Provide on-going updates to BOD, PC, and FC members.</td>
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<td>CSH and NLC consultant reports will inform discussions on the strengths and challenges of both the CoC and the 501 C3.</td>
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10/2/2018
# Implementation Plan – Pinellas County Homeless Response System Re-Design

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| Re-Design the Current System and Create a Shared System Flow for an Ideal Homeless Response System and Receive Buy-in from all Stakeholders |
|---|---|---|---|
| **Tasks** | **Action Steps** | **Responsible Party** | **Status** |
| Review refine and standardize the Pinellas County Redesigned Homelessness Response System Map Proposed System Flow including pathways and cohorts and a plan for cross-system coordination. | 1. Utilize CES and the housing inventory study to conduct a gap analysis.  
2. Clearly define Prevention and Diversion efforts, and standardize assessment of these interventions.  
3. Explore repurposing of current staffing models in place (e.g., role of Street Outreach, Independent System and Housing Navigators).  
4. Create an implementation plan for the system re-design.  
5. Present and receive buy-in and consensuses from BOD, PC and FC and other identified stakeholders.  
6. Form Steering Committee to provide oversight and updates. | HLB staff and System Redesign Committee | COMPLETED/ONGOING |

CES System Flow designed and approved by HLB Board; now in revision to include prevention/diversion efforts, CSH engagement will assist with further system redesign based on the outcome of their inventory and needs assessment.
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| Develop agreed upon goal that all stakeholders will commit to make happen by March 2, 2017. | 1. Present and discuss **AIM Statement** at BOD, PC and FC and obtain commitment/buy-in.  
2. All stakeholders who commit will add their name/signature to the statement.  
3. Identify drivers (high level components of a system to achieve the goal).  
4. Monthly updates will be provided to Board, PC and FC. | HLB Staff, Chairs of Board, PC and FC. | COMPLETED |

## Ensure COC Governance Structure is in Compliance with HEARTH Act and COC Interim Rule

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| Review the existing structure and ensure that it is compliant with the legislation and regulations and analyze any changes which should be made. | 1. Review HUD guidance on the CoC governance structure, roles, responsibilities and requirements.  
2. Pay specific attention to requirements related to CoC membership processes, board nomination, and election processes and duties of the CoC. | HLB Staff, BOD, PC and FC. | COMPLETED |
| Complete the CoC Governance Requirement Checklist                      | Identify steps to revise the structure of the CoC based on the results       | HLB Staff, BOD, PC and FC                       | COMPLETED  |
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<th>Develop and Implement HMIS Governance Structure</th>
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<td><strong>Tasks</strong></td>
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<td>Review HUD Guidance on HMIS Governance.</td>
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<tr>
<td>Develop and Implement HMIS Governance Structure</td>
<td>1. Review Data Security Plan. 2. Revise the Data Quality Monitoring Plan for 2017-2020.   a. Incorporate relevant benchmarks, including functional zero for Chronic Homelessness and Youth and Family Homelessness. 3. Ensure software provides the necessary functionality to support the data needs for the CoC. 4. Ensure that HMIS lead agency provides the necessary support for the use of the HMIS software and well as analysis of the data so the CoC understands the data they are receiving and using to set benchmarks and make system changes.</td>
<td>HMIS Governance Committee, Data and System Performance Committee, and HLB staff.</td>
<td>COMPLETED/ONGOING Transitioned HMIS function from 2-1-1 to the HLB on 10/02/2017. Numbers 1, 2, and 3 are completed and will be reviewed annually. As the HMIS Lead Agency, the HLB will develop on-going training and support policies and procedures. Data Quality Monitoring plan is being updated to include RRH and families with minor children benchmarks. The plan will also incorporate the utilization of a new, monthly HMIS report that provides projects with data elements that need to be updated. This will eliminate the annual data cleanup for the AHAR and allows projects to work with their users to ensure data is up to date on a regular basis.</td>
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<td>Develop a Governance Charter between the CoC and HMIS Lead agencies.</td>
<td>Outline the role and responsibilities of the COC and HMIS Lead as it relates to operating HMIS, collecting data and analyzing data.</td>
<td>Data and System Performance Committee; HLB staff.</td>
<td>COMPLETED Approved by HMIS Governance Committee on 08/21/17 and on HLB Board agenda for approval on 09/08/17. To be reviewed and updated annually.</td>
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<tr>
<td>Define system housing models so that PSH, PH, TH, RRH, ES, BH, Prevention and Diversion are clearly understood by all stakeholders.</td>
<td>1. Establish individual workgroups of providers by type of housing models.</td>
<td>HLB Staff and workgroups.</td>
<td>IN PROGRESS</td>
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<td></td>
<td>2. Utilize <em>Program Model Matrix</em> (Appendix 6) as a living document to guide these processes.</td>
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<td>Have established workgroups for Family Emergency Shelter, Individual Emergency Shelter, Rapid Rehousing and Prevention/Diversion.</td>
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<td>3. Develop a common profile and set of operating procedures for each model by creating common definitions and standards for each housing intervention.</td>
<td></td>
<td>Minimum Standards have been established for each program model and compliance is monitored.</td>
</tr>
<tr>
<td></td>
<td>4. Develop a common set of targeting criteria for each model in order to streamline consumers’ access to appropriate resources.</td>
<td></td>
<td>Develop a CoC Quality Improvement Plan.</td>
</tr>
<tr>
<td></td>
<td>5. Reduce or remove barriers for each program model by requesting that providers voluntarily shift their programs to align with the unmet consumer need.</td>
<td></td>
<td>Proposed completion date 09/30/18</td>
</tr>
<tr>
<td></td>
<td>6. Establish Minimum Standards for each program model to support quality assurance efforts and coordinated access.</td>
<td></td>
<td>The first draft of the CoC Quality Improvement Plan is on target to be completed by 09/30/2018.</td>
</tr>
</tbody>
</table>

10/2/2018
### Implementation Plan – Pinellas County Homeless Response System Re-Design

**GREEN = COMPLETED  PURPLE = COMPLETED/ONGOING  BLUE = IN PROGRESS  RED = NOT COMPLETED**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Action Steps</th>
<th>Responsible Party</th>
<th>Status</th>
</tr>
</thead>
</table>
| **Build on the work and strong leadership of the Funder’s Council and expand the FC to include representatives from the private sector.** | 1. Reach-out to current stakeholders and request recommendations.  
2. Request stakeholders personally reach-out to prospective members and invite participation and commitment. | HLB Staff and Funder’s Council                           | ONGOING                       |
|                                                                      |                                                                                                       |                                                        | The Pinellas County Foundation has joined the Funder’s Council and discussions are occurring with other private funders to increase private participation. |
| **Coordinate efforts in support of system re-design.**                | 1. Explore reallocating resources to support the system shifts identified in the redesign process.      | HLB Staff and Funder’s Council                           | IN PROGRESS                   |
|                                                                      | 2. Adopt and require grantees to adhere to community-wide metrics, performance measurements, data collection processes, and outcomes. |                                                        | Completion target date of April 2019                       |
|                                                                      | 3. Require grantees to remove barriers to entry and adhere to the standards for each housing model developed by the community to ensure full and robust use of CES. |                                                        |                               |
|                                                                      | 5. Identify opportunities to coordinate, align and braid housing, operations, and service resources and reduce barriers to moving permanent supportive housing creation forward while also promoting quality housing and services. |                                                        |                               |
|                                                                      | 6. Identify ongoing opportunities to cultivate additional housing and service resources to fill gaps within the system. |                                                        |                               |
|                                                                      | 7. Create a unified funding plan for prevention, diversion and homeless services.                       |                                                        |                               |
|                                                                      | 8. Develop a defined fundraising plan.                                                                 |                                                        |                               |

10/2/2018
## Implementation Plan – Pinellas County Homeless Response System Re-Design

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### Manage Performance Measurement System

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Action Steps</th>
<th>Responsible Party</th>
<th>Timeline</th>
</tr>
</thead>
</table>
| Establish and implement a comprehensive data tracking and performance measurement system. | 1. Establish data collection procedures that include tracking data on housing stability, length of stay, and exit across each intervention-prevention, RRH, ES, TH and PSH.  
   a. Analyze data against HEARTH performance measures to determine baseline metrics.  
   b. Analysis of data to determine the cost to the system of each housing exit and overall expenditure rates.  
  2. Determine the workflow, reports, dashboards, etc., that are needed from HMIS to analyze the baseline data and track progress against benchmarks.  
  3. Use baseline performance and goals of the system redesign process to determine target performance metrics. Focus on the progress of the system toward the achievement of the overall goal of making homelessness rare, brief and non-recurring. | Data and System Performance Committee; HLB staff. | COMPLETED AND ONGOING  
Developed several new reports which track inflow/outflow for Veterans and Families; also produced a Housing Exits report. All reports reviewed monthly by Data and System Performance Committee. Continually refining the reports to assure accuracy.  
Data summary reports (replacing “dashboard reports”) have been submitted to the HLB, via board packet information, since October 2017. The new summary reports are based on inflow, outflow, and capacity data points approved by the HLB in September 2018.  
The Data and System Performance Committee has approved a new workflow for data review. Data summary reports (formally dashboard reports) are ran by PHMIS System Administrator the first Monday of each month.  
Benchmarks for rare, brief, and nonrecurring will be presented during the February 2018 meeting; these were reviewed at the Provider’s Council in November 2017. |
CoC benchmarks were approved by the HLB in February 2018 and RRH Benchmarks were approved in August 2018.

Data and System Performance Committee conducts monthly reviews of entries, exits, demographics, and length of stay. Quarterly the committee reviews CoC Benchmarks and System Performance Measures. The FY 2018/2019 committee work plan is to transition the CoC from looking at project level performance to looking at data using a System Approach, which would add assessment acuity scores to the data being reviewed monthly. There will also be enhancements made to the monthly reviews of length of stay and recidivism rates.

HLB staff conducts internal monthly data reviews, which includes reviews of System Performance Measures, by project, to identify HMIS data entry concerns. If concerns are identified, the HMIS trainer contacts the project/user(s) within 3 business days to schedule training to address identified issues.
### Implementation Plan – Pinellas County Homeless Response System Re-Design

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<table>
<thead>
<tr>
<th>Manage and Re-Design the Transformation Process</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cultivate stakeholder relationships, create organizational infrastructure to support change.</strong></td>
</tr>
<tr>
<td>1. Maintain and build upon current momentum and sense of urgency to prevent and end homelessness.</td>
</tr>
<tr>
<td>2. Create early wins for success for the continuum.</td>
</tr>
<tr>
<td>3. Review and prioritize recommendations based on local capacity to accomplish tasks as well as those that may take higher priority due to vulnerability of people or pressing issues.</td>
</tr>
<tr>
<td>4. Involve consumers throughout the implementation process and consider creating a Consumer Advisory Council comprised of homeless and formally homeless to ensure they have a voice in the implementation.</td>
</tr>
<tr>
<td>5. Use the development of community performance metrics to change systems, structures and policies that do not support the vision of the redesigned system.</td>
</tr>
<tr>
<td>6. Develop a plan to cultivate new leadership and ensure leadership succession.</td>
</tr>
</tbody>
</table>

| HLB Staff, Oversight Committee, EC, BOD, PC and FC |
| COMPLETED/ONGOING |

- Have developed stakeholder relationships with various stakeholder providers to include: Homeless Service providers, Veterans, Youth, Healthcare, Behavioral Healthcare, Child Welfare, Seniors, School Board, Law Enforcement, LGBTQ, etc.

- Held two CoC Community wide meetings on 05/23/17 and 10/18/17.

- Will continue to hold two CoC wide meetings annually.

- Create a Consumer Advisory Council
### Implementation Plan – Pinellas County Homeless Response System Re-Design

**GREEN = COMPLETED  PURPLE = COMPLETED/ONGOING  BLUE = IN PROGRESS  RED = NOT COMPLETED**

<table>
<thead>
<tr>
<th>Manage and Re-Design the Transformation Process</th>
<th>Use HLB to drive implementation of the recommendations.</th>
<th>Develop clear communication strategies.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Use/repurpose existing community committees where relevant and create new ones where needed to develop detailed implementation plans.  2. Turn recommendations into clear action items that include timelines for completion and identify responsible entities.</td>
<td>HLB Staff, System Redesign Committee, Executive Committee, Board of Directors, Provider's Council and Funder's Council</td>
<td>ONGOING</td>
</tr>
<tr>
<td>1. Use the system redesign analysis product as a communication plan and planning tool to influence the direction of the CoC, help establish funding and performance priorities, and contribute to the development of the coordinated entry system.  2. Use the Plan to initiate a dialogue with all stakeholders to receive full buy-in for all transformational changes.  3. Continue to articulate the connections between the new business models and performance successes at the system and performance level.</td>
<td>HLB Staff, System Redesign Committee, Executive Committee, Board of Directors, Provider's Council and Funder's Council</td>
<td>ONGOING</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekly newsletter; quarterly data reports to HLB Board, councils and committees; provide informational presentations at HLB Board meetings.</td>
</tr>
</tbody>
</table>

10/2/2018
# Implementation Plan – Pinellas County Homeless Response System Re-Design

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## System Redesign Committee – Additional Tasks

<table>
<thead>
<tr>
<th>TASKS</th>
<th>ACTION STEPS</th>
<th>RESPONSIBLE PARTY</th>
<th>TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop common language/definitions for services throughout the CoC</td>
<td>Identify committee/workgroup to develop</td>
<td>Data and System Performance Committee</td>
<td>IN PROGRESS  Targeted completion date of 09/30/2018  Data and System Performance Committee completed and approved System Framework Definitions. These will go before the HMIS Governance Committee March 2018 and the HLB April 2018 for approval.  The drafted System Framework Definitions are being edited, due to the work with HMIS and funders on creating constant and uniform data entry for projects (i.e. VASH and Street Outreach).  The System Framework Definitions will be finalized and provided to the HLB for approval, once the above noted projects' data entry processes have been finalized.</td>
</tr>
<tr>
<td>Review the role of all Street Outreach teams throughout the CoC</td>
<td></td>
<td>System Redesign Committee</td>
<td>IN PROGRESS  Street Outreach Funders hold regular meeting with SO Providers</td>
</tr>
<tr>
<td>Presentation to HLB Stakeholders on Coordinated Entry</td>
<td>Schedule presentations</td>
<td>System Redesign Committee</td>
<td>ONGOING  Presentations to date include: Veteran Leadership, FSI, CES Family RRH, CES Individual RRH, CES RRH Veteran, Shepherd Center, Peace 4 Tarpon, System Redesign, Provider Council, HLB Board.</td>
</tr>
</tbody>
</table>

10/2/2018
| **Implementation Plan – Pinellas County Homeless Response System Re-Design** | | | **IN PROGRESS** |
| **GREEN = COMPLETED** | **PURPLE = COMPLETED/ONGOING** | **BLUE = IN PROGRESS** | **RED = NOT COMPLETED** |
| **Review/Assess Access to Transportation for People Experiencing Homelessness** | | | **System Redesign Committee** |
| | | | **IN PROGRESS** |
| | | | Have acquired bus passes for special populations to include Youth and Veterans, Exploring other avenues for acquiring bus passes and access to other forms of transportation. |
| **Develop a RRH “Crisis Response Team”** | **Team of Housing Navigators visit shelters to conduct assessments to assure people are document ready.** | | **System Redesign Committee** |
| | | | **COMPLETED/ONGOING** |
| | | | Current CES Navigators are visiting shelters to conduct assessments and to assure people are document ready. |
HOME, TOGETHER

THE FEDERAL STRATEGIC PLAN TO PREVENT AND END HOMELESSNESS

HOME.

BECAUSE WE KNOW THAT THE ONLY TRUE END TO HOMELESSNESS IS A SAFE AND STABLE PLACE TO CALL HOME.
TOGETHER.

BECAUSE THE CAUSES OF HOMELESSNESS ARE COMPLEX, AND THE SOLUTIONS ARE GOING TO TAKE ALL OF US WORKING TOGETHER, DOING OUR PARTS, STRENGTHENING OUR COMMUNITIES.

AREAS OF INCREASED FOCUS IN THIS PLAN

- Increasing: Increasing Affordable Housing Opportunities
- Strengthening: Strengthening Prevention and Diversion Practices
- Creating: Creating Solutions for Unsheltered Homelessness
- Tailoring: Tailoring Strategies for Rural Communities
- Helping: Helping People Who Exit Homelessness to Find Employment Success
- Learning: Learning from the Expertise of People with Lived Experience
OUR SHARED NATIONAL GOALS

Home, Together has one fundamental goal, a goal shared across federal, state, and local partners:

To End Homelessness in America

POPULATION-SPECIFIC GOALS

- To end homelessness among veterans
- To end chronic homelessness among people with disabilities
- To end homelessness among families with children
- To end homelessness among unaccompanied youth
- To end homelessness among all other individuals

Achieving these shared goals is not possible through federal action alone — it requires strategic focus, effort, and investments from both the public and private sectors and across all levels of government.
COMMUNITIES ENSURE HOMELESSNESS IS PREVENTED WHENEVER POSSIBLE; OR IS A RARE, BRIEF, AND ONE-TIME EXPERIENCE.

<table>
<thead>
<tr>
<th>Identify and engage</th>
<th>Quickly identify and engage people at risk of and experiencing homelessness.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intervene</td>
<td>Intervene to prevent people from losing their housing and divert people from entering the homelessness services system.</td>
</tr>
<tr>
<td>Provide</td>
<td>Provide people with immediate access to shelter and crisis services without barriers to entry if homelessness does occur.</td>
</tr>
<tr>
<td>Connect</td>
<td>Quickly connect people experiencing homelessness to housing assistance and services tailored to their unique needs and strengths to help them achieve and maintain stable housing.</td>
</tr>
</tbody>
</table>

MEASURING PROGRESS — KEY MEASURES

Number of people experiencing sheltered and unsheltered homelessness at a point in time in the annual PIT count, including Veterans, people experiencing chronic homelessness, families with children, unaccompanied youth, and all individuals.

Number of states reporting increases vs. decreases in the number of people experiencing sheltered and unsheltered homelessness in PIT.

Number of CoC's reporting increases vs. decreases in the number of people experiencing sheltered and unsheltered homelessness in PIT.
MEASURING PROGRESS – KEY MEASURES, CONT.

- **Number of people**, including Veterans, people experiencing chronic homelessness, families with children, unaccompanied youth, and all individuals, spending time in emergency shelter and transitional housing annually.

- **Number of children and youth**, including both students in families and unaccompanied students, identified as experiencing homelessness at some point during the school year.

- **Number of communities, states, and CoC's that have achieved each population specific goal.**

---

THE PLAN: FISCAL YEARS 2018-2022

*Home, Together's Eight Objectives*
1. ENSURE HOMELESSNESS IS A RARE EXPERIENCE

Objective 1.1: Collaboratively Build Lasting Systems that End Homelessness

Objective 1.2: Increase Capacity and Strengthen Practices to Prevent Housing Crises and Homelessness

2. ENSURE HOMELESSNESS IS A BRIEF EXPERIENCE

<table>
<thead>
<tr>
<th>Identify and Engage</th>
<th>Objective 2.1: Identify and Engage All People Experiencing Homelessness as Early as Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide</td>
<td>Objective 2.2: Provide Immediate Access to Low Barriers Emergency Shelter or other Temporary Accommodations to All Who Need It</td>
</tr>
<tr>
<td>Implement</td>
<td>Objective 2.3: Implement Coordinated Entry to Standardize Assessment and Prioritization Processes and Streamline Connections to Housing and Services</td>
</tr>
<tr>
<td>Assist</td>
<td>Objective 2.4: Assist People to Move Swiftly into Permanent Housing with Appropriate and Person-Centered Services</td>
</tr>
</tbody>
</table>
3. ENSURE HOMELESSNESS IS A ONE-TIME EXPERIENCE

- OBJECTIVE 3.1: PREVENT RETURNS TO HOMELESSNESS THROUGH CONNECTIONS TO ADEQUATE SERVICES AND OPPORTUNITIES.

4. SUSTAIN TO END HOMELESSNESS

- OBJECTIVE 4.1: SUSTAIN PRACTICES AND SYSTEMS AT A SCALE NECESSARY TO RESPOND TO FUTURE NEEDS.
HLB’S NEXT STRATEGIC PLANNING PROCESS
Participation Agreement
Between
Homeless Leadership Board
and

(Agency)

This agreement is entered into on ______________________ (dd/mm/yy) between the Homeless Leadership Board, hereafter known as "HLB," and ____________________________ (agency name), hereafter known as "Agency," regarding access and use of the Pinellas Homeless Management Information System Project, hereafter known as "PHMIS."

I. Introduction
The PHMIS, a shared human services database, allows authorized personnel at homeless and human service provider agencies throughout the Continuum of Care (CoC), to enter, track, and report on information concerning their own clients and to share information, subject to appropriate inter-agency agreements, on common clients.

HMIS’s goals are to:
- Improve coordinated care for and services to homeless persons in Pinellas County;
- Provide a user-friendly and high quality automated records system that expedites client intake procedures, improves referral accuracy, and supports the collection of quality information that can be used for program improvement and service-planning; and
- Meet the reporting requirements of the U.S. Department of Housing and Urban Development (HUD), Housing Development Authority (HDA) and other funders as needed.

In compliance with all state and federal requirements regarding client/consumer confidentiality and data security, the Homeless Management Information System (HMIS) is designed to collect and deliver timely, credible, quality data about services and homeless persons or persons at risk for being homeless. The Homeless Leadership Board (HLB) administers the PHMIS.

II. HLB Responsibilities
1. HLB will provide the Agency 24-hour access to the PHMIS data-gathering system, via internet connection.
2. HLB will provide model Privacy Notices, Client Release forms and other templates for agreements that may be adopted or adapted in local implementation of PHMIS functions.
3. HLB will provide both initial training and periodic updates to that training for core Agency Staff regarding the use of the PHMIS, with the expectation that the Agency will take responsibility for conveying this information to all Agency Staff using the system.
4. HLB will provide basic user support and technical assistance (i.e., general trouble-shooting and assistance with standard report generation). Access to this basic technical assistance will normally be available from 9:00 a.m. to 5:00 p.m. on Monday through Friday (with the exclusion of holidays). PHMIS staff will also be accessible during non-standard operating hours in accord with procedures that will be published and periodically updated by HLB.
5. HLB will not publish reports on client data that identify specific agencies or persons, without prior agency notice (and where necessary, client permission). Public reports otherwise published will be limited to presentation of aggregated data within the PHMIS database.

6. HLB’s publication practice will be governed by policies established by relevant committees for statewide analysis and will include qualifiers such as coverage levels or other issues necessary to clarify the meaning of published findings.

III. Privacy and Confidentiality

A. Protection of Client Privacy

1. The Agency will comply with all applicable federal and state laws regarding protection of client privacy.

2. The Agency will comply specifically with Federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records.


4. The Agency will comply with all privacy rules.

5. The Agency will comply with all policies and procedures established by PHMIS pertaining to protection of client privacy.

B. Client Confidentiality

1. The Agency agrees to provide a copy of PHMIS’ Privacy Notice (or an acceptable Agency-specific alternative) to each consumer. The Agency will provide a verbal explanation of the PHMIS and arrange for a qualified interpreter/translator in the event that an individual is not literate in English or has difficulty understanding the Privacy Notice or associated Consent Form(s).

2. The Agency will not solicit or enter information from clients into the PHMIS database unless it is essential to provide services or conduct evaluation or research.

3. The Agency will not divulge any confidential information received from the PHMIS to any organization or individual without proper written consent by the client, unless otherwise permitted by applicable regulations or laws.

4. The Agency will ensure that all persons who are issued a User Identification (User ID) and Password to the PHMIS abide by this Participation Agreement, including all associated confidentiality provisions. The Agency will be responsible for oversight of its own related confidentiality requirements.

5. The Agency agrees that it will ensure that all persons issued a User ID and Password will complete a formal training on privacy and confidentiality and demonstrate mastery of that information, prior to activation of their User License.

6. The Agency agrees that those granted Agency Administrator systems access must be trained by HLB or HLB-designated trainers.

7. The Agency acknowledges that ensuring the confidentiality, security and privacy of any information downloaded from the system by the Agency is strictly the responsibility of the Agency.

C. Inter-Agency Sharing of Information

1. The Agency acknowledges that all forms provided by PHMIS regarding client privacy and confidentiality are shared with the Agency as generally applicable models that may require specific modification in accord with Agency-specific rules. The Agency will review and revise (as necessary) all forms provided by PHMIS to assure that they are in compliance with the laws, rules and regulations that govern its organization.
2. The Agency acknowledges that informed client consent is required before any basic identifying client information is shared with other Member Agency’s in the System. The Agency will document client consent on the PHMIS Client Release of Information Form.

3. If the client has given approval through a completed PHMIS Client Release of Information Form, the Agency may elect to share information with other partnering agencies in PHMIS.

4. The Agency will incorporate a PHMIS release clause into its existing Agency Authorization for Release of Information Form(s) if the Agency intends to share restricted client data within the PHMIS. Restricted information, including progress notes and psychotherapy notes, about the diagnosis, treatment, or referrals related to a mental health disorder, drug or alcohol disorder, HIV/AIDS, and domestic violence concerns shall not be shared with other participating Agencies. Sharing of restricted information is not covered under the general PHMIS Client Release of Information.

5. Agencies with whom information is shared are each responsible for obtaining appropriate consent(s) before allowing further sharing of client records.

6. The Agency acknowledges that the Agency, itself, bears primary responsibility for oversight for all sharing of data it has collected via the PHMIS.

7. The Agency agrees to place all Client Authorization for Release of Information forms related to the PHMIS in a file to be located at the Agency’s business address and that such forms will be made available to the HLB for periodic audits. The Agency will retain these PHMIS-related Authorization for Release of Information forms for a period of seven (7) years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.

8. The Agency acknowledges that clients who choose not to authorize sharing of information cannot be denied services for which they would otherwise be eligible.

D. Custody of Data

1. The Agency acknowledges, and HLB agrees, that the Agency retains ownership over all information it enters into the PHMIS.

2. In the event that the PHMIS Project ceases to exist, Member Agencies will be notified and provided reasonable time to access and save client data on those served by the agency, as well as statistical and frequency data from the entire system.

3. In the event that HLB ceases to exist, the custodianship of the data within PHMIS will be transferred by HLB to another organization for continuing administration, and all PHMIS Member Agencies will be informed in a timely manner.

IV. Data Entry and Regular Use of PHMIS

1. The Agency will not permit User ID’s and Passwords to be shared among users.

2. If a client has previously given the Agency permission to share information with multiple agencies, beyond basic identifying information and non-restricted service transactions, and then chooses to revoke that permission with regard to one or more of these agencies, the Agency will contact its partner agency/agencies and explain that, at the client’s request, portions of that client record will no longer be shared. The Agency will then “lock” those portions of the record, impacted by the revocation, to the other agency or agencies.

3. If the Agency receives information that necessitates a client’s information be entirely removed from the PHMIS, the Agency will work with the client to complete a brief Delete Request Form, which will be sent to the PHMIS for de-activation of the client record.

4. The Agency will enter all minimum required data elements as defined for all persons who are participating in services funded by the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, Shelter + Care Program, Emergency Solutions Grants,
HDA/HUD Emergency Shelter Grant Programs, and as required by local funders or other federal partners.

5. The Agency will enter data in a consistent and timely manner, and will strive for real-time data entry.

6. The Agency will routinely review records it has entered in the PHMIS for completeness and data accuracy. The review and data correction process will be made according to PHMIS' published Policies and Procedures.

7. The Agency will not knowingly enter inaccurate information into PHMIS.

8. The Agency acknowledges that with a current standard PHMIS Client Release of Information form on file, it can update, edit, and print out a client's information. Once the PHMIS Client Release of Information expires, the Agency can no longer edit or print the record.

9. The Agency acknowledges that once that Client Release of Information expires, any new information entered into the database will be closed to sharing. Information entered before the date of the expired release will continue to be available to the sharing partners.

10. The Agency will prohibit anyone with an Agency-assigned User ID and Password from entering offensive language, profanity, or discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation.

11. The Agency will utilize the PHMIS for business purposes only.

12. The Agency will keep updated virus protection software on Agency computers that access the PHMIS.

13. Transmission of material in violation of any United States Federal or State regulations is prohibited.

14. The Agency will not use the PHMIS with intent to defraud the federal, state, or local government, or an individual entity, or to conduct any illegal activity.

15. The Agency agrees that the PHMIS or the PHMIS Governance Committee may convene to discuss procedures, updates, policy and practice guidelines, data analysis, and software/hardware upgrades. The Agency will designate at least one specific Staff member as an Agency Administrator and they will regularly attend PHMIS Meetings.

16. The Agency agrees to conduct a Performance Improvement Meeting (PIM) quarterly using the Data and System Performance Minutes/Agenda provided by PHMIS. At minimum, attendees must include the assigned Agency Administrator and those staff with access to the system. The intent of these meetings is to discuss system usage within the Agency, identify and resolve any related problems or concerns, and to provide a formal communication process and feedback mechanism for HLB in implementing the PHMIS. A copy of the minutes from this PIM must be submitted to PHMIS within 30 days of the meeting.

17. The Agency will incorporate procedures for responding to client concerns regarding use of PHMIS into its existing Grievance Policy. While appeals to the PHMIS should not be considered part of the formal process, a copy of any HMIS-related grievance, and the Agency's response, must be submitted to the PHMIS Director quarterly with a copy of the Structured Minutes/Agenda form from quarterly Performance Improvement Meetings.

18. Notwithstanding any other provision of this Participation Agreement, the Agency agrees to abide by all policies and procedures relevant to the use of PHMIS that HLB publishes from time to time.

V. Publication of Reports

1. The Agency agrees that it may only release aggregated information generated by the PHMIS that is specific to its own services.

2. The Agency acknowledges that the release of aggregated information will be governed through policies established by relevant committees for statewide analysis and at the Continuum of Care level for community-level analysis. Such information will include
qualifiers such as coverage levels or other issues necessary to fully explain the published findings.

VI. Database Integrity
1. The Agency will not share assigned User ID’s and Passwords to access the PHMIS with any other organization, governmental entity, business, or individual.
2. The Agency will not intentionally cause corruption of the PHMIS in any manner. Any unauthorized access or unauthorized modification to computer system information, or interference with normal system operations, will result in immediate suspension of services, and, where appropriate, legal action against the offending entities.

VII. Hold Harmless
1. The HLB makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold HLB harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency; or for injuries or damages to the Agency or another party arising from participation in the PHMIS; or arising from any acts, omissions, neglect, or fault of the Agency or its agents, employees, licensees, or clients; or arising from the Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. This Agency will also hold HLB harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, misdeliveries, or service interruption caused by Medware Information Systems, by the Agency's or other member agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/ or acts of God. HLB shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if such is the result of gross negligence or willful misconduct of HLB. HLB agrees to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of HLB.
2. The Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than five hundred thousand dollars ($500,000). Said insurance policy shall include coverage for theft or damage of the Agency's PHMIS-related hardware and software, as well as coverage of Agency's indemnification obligations under this agreement.
3. Provisions of Section VII shall survive any termination of the Participation Agreement.

VIII. Terms and Conditions
1. The parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this agreement.
2. The Agency shall not transfer or assign any rights or obligations under the Participation Agreement without the written consent of HLB.
3. This agreement shall remain in force until revoked in writing by either party, with 30 days advance written notice. The exception to this term is if allegations or actual incendences arise regarding possible or actual breeches of this agreement. Should such situations arise, and in order to protect the integrity of the system, the PHMIS may immediately suspend access to the PHMIS until the allegations are resolved.
4. This agreement may be modified or amended by written agreement executed by both parties with 30 days advance written notice.
5. The terms, conditions and agreements contained in this Participation Agreement may not be changed without the express written consent of HLB.
6. HLB may assign this Participation Agreement upon due notice to the Agency.
IN WITNESS WHEREOF, the parties have entered into this Agreement:

AGENCY: 

__________________________________________

By:________________________________________

Title:______________________________________

Date:__________________________

Homeless Leadership Board:

__________________________________________

By:_______________________________________

Title: CEO

Date:__________________________
Homeless Management Information System
ASSURANCE

(Name of Agency) assures that the following fully executed documents will be on file and available for review.

- The Agency's Board Approved Confidentiality Policy.
- The Agency's Grievance Policy, including a procedure for external review.
- The Agency's official Privacy Notice for PHMIS clients.
- Executed PHMIS Client Release of Information forms.
- Executed Agency Authorizations for Release of Information as needed.
- Certificates of Completion for required training for all PHMIS System Users.
- A fully executed User Agreement for all PHMIS System Users.

By: __________________________________________

Title: __________________________________________

Signature: _______________________________________

Date: ___________________________________________
Pinellas Homeless Management Information System (PHMIS)

End User Agreement

Please select your PHMIS role:  ___ Agency Administrator  ___ End User

Name ____________________________  Agency Name ____________________________

Phone Number ______________________  Email Address _________________________

I understand that as a condition of my employment or affiliation with the Agency above, I must sign and comply with the terms of this Agreement. I agree that my obligations under this Agreement will continue after the termination of my employment or affiliation with this Member Agency. By signing this document, I understand and agree that:

I meet the Level 2 screening requirements set forth in Florida Statue (F.S.) 435.04. I attest that I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for any offense prohibited under any of the provisions of Florida Statutes 435.04 or under any similar statute of another jurisdiction. In addition, I attest that have not been convicted of, regardless of adjudication, nor entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged, for any criminal charges in any way related to identity theft or fraud in Florida or any other state. I further acknowledge that I must immediately notify my supervisor within one business day of any arrest and any changes in my criminal record involving any of the provisions listed in F.S.435.04 or any criminal charges in any way related to identity theft or fraud.

1. I understand that I will be entering and viewing client information in a web based data system called Pinellas Homeless Management Information System (PHMIS) and sharing this information with other agencies in my community in order to do my job more effectively and to better assist the clients my Member Agency serves.
2. I will keep my User Name and Password to access PHMIS confidential and secure at all times. I will not share these codes with anyone including other employees or affiliates of my Member Agency or I understand that I will be in violation and my access will be terminated from the system.
3. I understand the collection and use of client personal information is protected by strict standards of confidentiality as outlined in writing in the PHMIS Policies and Procedures and will only be disclosed in accordance with applicable Florida state and federal laws. I will maintain client privacy, protect, and safeguard the confidentiality of client information in accordance with state and federal laws. During the course of my employment or affiliation, I may enter, view, see or hear other confidential information such as social security numbers, financial data and business information that my Member Agency must maintain as confidential.
4. I, as an employee or volunteer of my Member Agency, have a legal obligation to maintain client privacy, to protect and safeguard the confidentiality of all clients’ individually identifiable personal and health information as known as “client information.” Client information shall include, but not be limited to, the client’s name, social security number, date of birth, alias, address, telephone numbers, universal data elements, and program-specific data elements, services received, case notes, program entry/exit, type of medical care provided, medical condition or diagnosis, and all other information relating to the client’s treatment entered or viewed in PHMIS.
5. I will ensure that conversations with clients where I collect and discuss personal identifiable information, such as date of birth and social security numbers, will be held in private so others cannot hear.

6. I will not access, communicate or view any information, other than what is required to perform my job during my regular scheduled working hours. If I have any question about whether access to certain information is required for me to perform my job, I will ask my supervisor prior to accessing or viewing the information. I understand that any confidential information or client information that I access or view at my Member Agency does not belong to me.

7. I will not discuss any information regarding my Member Agency's clients in any area where unauthorized individuals may overhear sensitive and confidential information (waiting rooms, hallways, elevators and other public areas). I understand that it is strictly prohibited to discuss any Agency or client information in public areas even if a client's name is not used. I will not disclose any Agency or client information to any individual who does not have proper authorization to access such information, including but not limited to, whether the person is a client of my Member Agency or another PHMIS Member Agency.

8. I will ensure that all my clients physically sign either a PHMIS Informed Consent Form or a PHMIS Release of Information. I will keep that on file in my case records as back up documentation in the event of a legal or audit reason. Outreach workers must ensure verbal consent is requested for each inquirer.

9. At no time will I disclose any client information from PHMIS to any member of law enforcement for any reason. Instead I will refer them to the PHMIS staff.

10. I will never disclose, view or misuse any client social security numbers in PHMIS. Viewing of full social security numbers is only visible to Agency Administrators or higher. Violators will be terminated from the system and the employing Member Agency will be placed on probation.

11. I will not make any unauthorized transmissions, communications, copies, disclosures, inquiries, modifications, or deletions of client information or confidential information. This includes, but is not limited to, removing and/or transferring client information or confidential information from my Member Agency's computer system or files or the PHMIS computer system to unauthorized locations such as my home.

12. I will report all issues I have with PHMIS to the helpdesk immediately.

13. I will help my Member Agency to adhere to the PHMIS Policies and Procedures.

   a. I will work with my Member Agency to ensure the most up-to-date client information is entered into the PHMIS timely, either in real-time as I am interviewing the client or within 24 hours after client intake.

   b. I will take responsibility for the quality of the data that I enter into the PHMIS and will correct any errors I made, that I catch, or are pointed out to me by my Agency Administrator, PHMIS Point of Contact, Member of Management, or PHMIS staff within 48 hours.

   c. I will help my Member Agency to reach and maintain grade "A" data quality of 95% or above in completeness and a 5% or less null value rate in the PHMIS.

I have read the above agreement and agree to comply with all its terms as a condition of continuing employment or volunteering. I understand that any violation of this agreement may result in disciplinary action, up to and including termination of my employment or affiliation with my Member Agency, as well as potential personal civil and criminal legal fines and penalties. I understand that PHMIS staff will inactivate my license if I do not successfully complete post training assignments or if I do not access the system anytime within a 60 day period.

____________________________  ____________________________
Employee/Volunteer Signature  Date

____________________________  ____________________________
Witness Signature  Print Witness Name

End User Agreement 12/12/17 DDR
TO: Members of City Council
DATE: October 4, 2018
COUNCIL DATE: October 18, 2018
RE: 5G Wireless Design Standards Update

ACTION DESIRED:

Respectfully requesting a status update presentation at the November 1, 2018 City Council meeting, regarding the design standards related to 5G wireless technology.

ATTACHED:

Small Wireless Facilities Ordinance

Amy Foster
Council Member, District 8
ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING CHAPTER 25 OF THE ST. PETERSBURG CITY CODE RELATING TO USES OF RIGHTS-OF-WAY FOR THE PROVISION OF WIRELESS COMMUNICATIONS SERVICES; ADDING DEFINITIONS; CREATING A REGISTRATION PROCESS AND AMENDING THE PERMIT APPLICATION PROCESS FOR CONSTRUCTION PERMITS IN THE RIGHT-OF-WAY; CREATING SUBSECTION 25-316 OF THE ST. PETERSBURG CITY CODE RELATING TO DESIGN STANDARDS FOR SMALL WIRELESS FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") recognizes the emergence of small wireless facility technologies; and

WHEREAS, the City further recognizes the potential for a rapid expansion of these technologies and their imminent construction throughout its jurisdiction; and

WHEREAS, the City desires to draft regulations to address the potential concerns to its citizens' health, safety, and welfare, including their ability to traverse freely on the City's rights-of-way that are maintained by the City for the public trust; and

WHEREAS, the City further desires to adopt design regulations in accordance with amendments to Section 337.401, Florida Statutes, passed by the state legislature in 2017, entitled "The Advanced Wireless Infrastructure Deployment Act," ("Act"); and

WHEREAS, the design regulations set forth in this Ordinance are intended to enhance traffic, bicycle, and pedestrian safety and minimize aesthetic impacts associated with an excessive number of structures and unnecessarily high structures throughout the City, and particularly in its Traditional and Downtown Center Zones and its Charter Parks; and

WHEREAS, the City has also endeavored to provide options to providers of small wireless facilities technologies in the negotiation of alternative locations, pursuant to the Act, and to the design regulations set forth herein.

THE CITY OF ST. PETERSBURG DOES ORDAIN:
SECTION 1. Subsection 25-299 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 25-299. - Words and definitions.

(a) **Definitions.** The definitions of the words and phrases set forth in F.S. §§ 202.11, 337.401 and 610.103, are expressly made a part of this article and are expressly incorporated by reference as if fully set forth herein. As used in this article, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

*Abandoned facilities* means facilities located in a right-of-way which have remained unused for 12 months and for which the provider is unable to satisfy the POD that:

1. The provider has a plan to begin using such facilities within the next 12 months;
2. The provider has a potential purchaser or user of the facilities who will be actively using the facilities within the next 12 months;
3. The availability of such facilities is required by the provider to adequately and efficiently operate its system; or
4. The facilities are reserved by the provider for future use.

*Affiliate* means any person who falls into one or more of the following categories:

1. A person having, directly or indirectly, a controlling interest in a provider;
2. A person in which a provider has, directly or indirectly a controlling interest;
3. Each officer, director, general partner, limited partner or shareholder holding an interest of 15 percent or more, joint venturer or joint venture partner, of a provider; and
4. Each person, directly or indirectly, controlling, controlled by, or under common control with the provider; provided, that the term "affiliate" shall not mean any limited partner or shareholder holding an interest of less than 15 percent of such provider, or any creditor of such provider solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with such provider.

*Agreement* or *open video agreement* means an agreement between the City and a provider of open video services pursuant to which such provider may offer such services in the City.

*Antenna* means as defined by F.S. § 337.401.

*Air-to-ground communications service* means a radio service provided to consumers while on board an aircraft.

*Applicable codes* means as defined by F.S. § 337.401.

*Applicant* means any person who seeks to obtain a permit.

*Application* means the process by which an applicant submits a request to the City to obtain a construction permit.
Cable services means as defined by F.S. § 202.11.

Cable system means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service and that otherwise meets the definition of "cable system" in 47 USC 522.

Camouflage means the act of disguising one or more facilities as a natural object, or otherwise rendering a facility aesthetically pleasing through means including but not necessarily limited to the use of colors or textures appropriate to the environment of the facility, or the placement of foliage sufficient to conceal in whole or in substantial part the facility from view from the road, or the appearance of such facility after such act has been completed. The term "camouflage" also includes, when appropriate to the environment of the facility, the use of a facility designed to resemble a tree, flag pole, or spire or other architectural feature of a building.

Certificate of franchise authority means a certificate issued by the State to a cable or video service provider pursuant to F.S. ch. 610.

City means the municipality of St. Petersburg, Florida, with jurisdiction and control of the rights-of-way within the corporate limits.

Collocate or Collocation means as defined by F.S. § 337.401.

Communications facility means the aggregate of equipment for the transmission of voice or data such as telephones, facsimile equipment, conduits, cables, fiber optic cables, wireless facilities, and other electronic equipment used for various modes of transmission, such as light, digital data, audio signals, image and video signals.

Communications service or service means as defined by F.S. § 202.11.

Communications service provider means a person who provides communications services.

Construct means to excavate, obstruct, install wires, install poles, install cable or wire, install conduit, install signs, install equipment, or install physical features, other than landscaping, in, on, above, within, below or under any part of a right-of-way. The term "construct" also includes an extension or enlargement or the replacement or collocation of any such equipment or features.

Construction means the act or process of excavating, obstructing, installing wires, installing poles, installing signs, installing equipment, or installing physical features, other than landscaping, or extending, enlarging, or replacing any of the foregoing, in, on, above, within, below or under any part of a right-of-way.

Construction and major maintenance plan means a written plan including maps of the expected location and design of wire plant, wireless facilities, conduit and other related equipment and facilities of a provider which describes the new construction and replacement construction intended to be accomplished by the provider in the rights-of-way over the next calendar year. A maintenance project will be deemed major maintenance if the project requires linear excavation of any portion of a right-of-way greater than 500 feet in length, the excavation of any major or secondary arterial street regardless of length, or the replacement of any pole line involving six or more consecutive poles.

Construction permit means the permit which shall be obtained by a person before the person may construct in, or locate, occupy, move, maintain, or remove any of its facilities over, in, under, or on a right-of-way.
Continuing security fund means a performance bond or an irrevocable and unconditional letter of credit, or a combination thereof, posted to ensure proper and complete construction or repair of a facility and restoration of the affected rights-of-way pursuant to a construction permit, as provided in section 25-309.

Direct-to-home satellite service has the meaning ascribed in section 303(v) of the Telecommunications Act of 1996 (47 USC 303(v)).

Emergency means a condition that poses a clear and immediate danger to the life, health, or safety of any natural person or of a significant loss of property, or an out-of-service condition or an imminent threat to the continued provision of a communications service.

Facilities means any tangible thing located in any right-of-way; the term "facilities" does not include boulevard plantings or gardens planted or maintained in the right-of-way.

FCC means the Federal Communications Commission or any successor thereto.

Franchise means an agreement between the City and any provider as required or authorized by law, pursuant to which the provider may offer a service in the City.

In, with respect to any right-of-way, means and includes on, above, within, below or under any part of the right-of-way.

Inspector means any officer, employee or agent of the City who is authorized by the Mayor to carry out inspections related to the provisions of this article and other applicable provisions of the Code.

Inter-exchange carrier means a carrier of voice and data services who uses the right-of-way to transport inter-LATA voice and data signals using fiber optics or copper cable placed in the rights-of-way, and who provides communications services in the City.

Inter-LATA telecommunications services means telecommunications services that originate in one LATA and terminate in another LATA. Such services may pass through several LATAs before termination.

LATA or local access transport area means a geographical service area where a local telephone company is authorized to provide communications services.

Law means any applicable local, State, or federal statute or resolution, or binding judicial or administrative order or decision, constitutional provision, local ordinance or resolution, or any applicable regulation, rule, tariff, or other requirement in effect either as of the effective date of the ordinance from which this article is derived or at any time during the location of, and/or while a provider's facilities are located in a public right-of-way.

Micro wireless facility means as defined by F.S. § 337.401.

Open video service or OVS means any video programming service provided to any person through the use of rights-of-way, which provider is certified by the FCC to operate an open video system pursuant to sections 651 et seq. of the Telecommunications Act of 1996 (47 USC 651 et seq.), regardless of the facilities used.

Pass-through carrier means a carrier of voice or data services who uses the right-of-way to transport inter-LATA voice or data signals using fiber optics or copper cable placed in the rights-of-way, but who does not provide communications services in the City.
Permit means a construction permit.

Permit cost means all direct, incidental and indirect costs borne by the City for permit issuance, permit oversight and pavement degradation resulting from construction permit activity.

Private communications system means a communications system using the rights-of-way for the exclusive purpose of connecting two or more facilities of a private concern for the purpose of providing communications services for the sole and exclusive use of such person but not offering communications services for sale to the public.

Private communications system provider means any person who uses the right-of-way for the purpose of placing and maintaining any communications facilities therein for the sole and exclusive use of such person.

Probation means the status of a person who has not complied with, or is currently not in compliance with, conditions or requirements of this article and who has been given notice of such status after being given notice of noncompliance and a reasonable opportunity to take curative action.

Probationary period means one year from the date that a person has been notified in writing that they have been put on probation. The probationary period may be extended at the discretion of the POD.

Provider means a person who owns or operates a system providing a communications service, wireless services, wireless infrastructure providers, or any public utility service that does not have a franchise agreement with the City. The term "provider" does not include the City or any of its utility services.

PSC means the Public Service Commission of the State of Florida.

Public land means any property owned by the City that is not considered a public right-of-way under State law.

Restoration means the process and the resultant effects by which a right-of-way is returned to a condition as good as or better than its condition immediately prior to construction. Restoration shall occur in accordance with the City's rules and regulations for making openings in a public way.

Right-of-way means the surface and space above and below any real property in which the City has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public. The term "right-of-way" includes, but is not limited to, any public street, road, highway, alley, sidewalk, river, tunnel, viaduct, bridge, or any other place, area, or real property owned by or under the legal or equitable control of the City over which the public has a right to travel and that, consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, or repairing a telecommunications system or any part thereof to provide a service as defined herein. The term "right-of-way" does not include public roads, streets and highways under the jurisdiction of the State or of the county for the purposes of maintenance and traffic control. The term "right-of-way" does not include buildings, parks, or other public property or easements that have not been dedicated to compatible uses, except to the extent the use or occupation of such property is specifically granted in a permit or by law.
Right-of-way costs means all direct, incidental and indirect costs borne by the City for the acquisition, management, administration and protection of the rights-of-way.

Rules and regulations for making openings in a public way means the administrative rules and regulations governing the making and restoration of openings in any right-of-way that have been adopted by the POD and are on file with the City Clerk and the department or agency of the City having direct responsibility for the administration of such rules, as amended.

Sales price means as defined by F.S. § 202.11.

Security fund means a continuing security fund, a security fund for a specific project, or a security fund for an occasional project.

Security fund for a specific project means a performance bond or an irrevocable and unconditional letter of credit, or a combination thereof that may be required to be posted to ensure proper and complete construction or repair of a facility and restoration of the affected rights-of-way pursuant to a permit, as provided in section 25-309.

Service means communications service (see Communications service).

Small wireless facility means as defined by F.S. § 337.401.

Substitute communications system means any telephone system or other system capable of providing communications services, which a person purchases, installs, rents or leases for his own use to provide himself with services used as a substitute for any switched service or dedicated facility by which a dealer of communications services provides a communication path. The term "substitute communications system" includes any key telephone system, electronic key telephone system, private branch exchange (PBX), voice over IP system, satellite communications system, V-SAT communications system, or any other similar system providing switched or dedicated voice, data or video services. The term "substitute communications system" does not include a system used by a provider which is being used for the provider's sole use.

Supplementary application means an application made to revise, modify or extend any of the terms of an existing construction permit.

System means any system of conduit, cables, pipes, wires, lines, towers, antennae wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, or facilities or utilities located in whole or in part in a right-of-way and designed and constructed for the purpose of producing, receiving, amplifying, delivering or distributing a communications service, as that term is defined in this section, to or from subscribers or locations within the City. A non-system component such as a pole, when used by a provider having the right to use such component to support an element of the provider's system will be deemed part of the provider's system to the extent of such right and use.

System representative means the specifically identified officer, employee or agent of a provider who is authorized to direct field activities of that provider and serve as official notice agent for system-related information (but who is not necessarily the agent of the provider for service of process). Any such system representative shall be required to be available at all times to receive notices of, and immediately direct responses to, system related emergencies or situations.

Telecommunications Act of 1996 means the Act of Congress which is codified at 47 USC 251 et seq., as amended.
Telecommunications company means as defined in F.S. § 364.02.

Telecommunications facility means communications facility, as defined herein.

Telecommunications service means communications service, as defined herein.

Trenchless technology means the use of directional boring, horizontal drilling, microtunneling and other techniques used in the construction or installation of underground portions of facilities to minimize disruption and damage to rights-of-way.

Underground facilities means all lines, cables, conduits, pipes, posts, tanks, vaults and any other facilities which are located wholly or partially underneath rights-of-way.

Utility or utilities means any water, sewer, gas, drainage, sprinkler or culvert pipe and any electric power, telecommunication, signal, communication, or cable television conduit, fiber, wire, trackless trolley wires, cable, or operator thereof.

Utility pole means as defined by F.S. § 337.401. A new utility pole means a new pole and/or the replacement of an existing pole. The term “utility pole” does not include electrical transmission systems.

Wireless facility means as defined by F.S. § 337.401.

Wireless infrastructure provider means as defined by F.S. § 337.401.

Wireless provider means as defined by F.S. § 337.401.

Wireless services means as defined by F.S. § 337.401.

Wireless services provider means as defined by F.S. § 337.401.

Wireless support structure means as defined by F.S. § 337.401.

SECTION 2. Subsection 25-300 (b) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 25-300. - Rights-of-way administration; nature of grant; discontinuance of operations, abandoned and unused facilities.

(b) Nature of grant.

1) A construction permit issued to any provider shall not convey equitable or legal title in the rights-of-way or any property interest therein. A construction permit is only a license or the limited permission to use or collocate within rights-of-way in the City, in accordance with the terms of the permit and in accordance with this article and other applicable Code provisions. The license to use the right-of-way may not be subdivided or subleased; provided, however, that two or more providers may collocate facilities in the same geographical area of a right-of-way so long as each such provider complies with the provisions of this article. Collocating providers may file a joint application for a construction permit.

2) A construction permit shall not entitle a provider to use, alter, convert to, or interfere with, the facilities, easements, poles, conduits, lines, pipelines, wires, fiber, cable, or any other real or personal property of any kind whatsoever under the management or control of the City or any other person.
(3) Future uses; no liability. In allowing facilities to be placed in the rights-of-way, the City shall not be liable for any damages caused thereby to any provider’s facilities that are already in place or may be placed in the future. No provider is entitled to rely on the provisions of this article, and no special duty is created as to any provider. This article is enacted to protect the general health, welfare and safety of the public at large.

SECTION 3. Subsection 25-308 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 25-308. - Construction permits.

(a) Generally.

(1) No person may construct any facility for use by any provider in any right-of-way without first having obtained a construction permit for the work. Provided, however, that any person constructing any facility in a right-of-way for use by any pass-through carrier or for use as a private or substitute communications system shall comply with the requirements of article VII of this chapter, and shall obtain a minor easement permit and a construction permit before commencing such work. The requirements of this article do not apply to facilities constructed for use by any pass-through carrier or for use as a private or substitute communications system, except the requirements of section 25-315.

(2) A construction permit allows the permit holder to construct in that part of the right-of-way described in such permit.

(3) A construction permit is valid only for the dates and the area of right-of-way specified in the permit.

(4) No permit holder may construct in the rights-of-way beyond the date specified in the permit or outside the area of the right-of-way described in the permit unless such permit holder:

a. Submits a supplementary application for another permit before the expiration of the initial permit; and

b. Obtains a new permit or a permit extension.

(5) Original permits shall be conspicuously displayed at all times at the indicated work site and shall be available for inspection by inspectors and authorized City personnel. If the original permit involves work conducted simultaneously at multiple locations, each location shall display a photocopy of the original permit.

(6) A permit holder shall provide notification to all adjacent property owners. The notification shall include a description of the work and the Provider’s telephone number for citizen inquiries.

(7) All providers must register with the City and update registration annually prior to applying for a permit to place or maintain facilities in the City right-of-way. The registration process includes:

a. The name and address of the provider.

b. Provide a Certificate of Franchise Authority issued by the State of Florida pursuant to Chapter 610, Florida Statutes, and verify that the City of St. Petersburg is listed as
a service area; or provide evidence of a Certificate of Authorization from the Florida Public Service Commission; or provide applicant's Florida Department of Revenue Telecom Tax registration number. Also, provide a copy of the current Florida Annual Resale Certificate for Communications Services Tax. If none of the requirements of this subsection are applicable to the provider, then provider shall submit a written response indicating the intent to pay permit fees.

c. Provide a Certificate of Insurance on which the City of St. Petersburg is named as an additional insured, providing comprehensive general liability coverage, property damage liability coverage, automobile liability coverage, and umbrella coverage as required by City of St. Petersburg Municipal Code (see City Code section 25-304 (b), Indemnification and hold harmless; insurance).

d. Furnish a Continuing Security Fund in the amount of $25,000.00 per the requirements of City of St. Petersburg Municipal Code section 25-311 (Security Fund Requirements). The continuing security fund may be accepted from the provider or its parent company. The continuing security fund will be applicable for all construction permits issued to the provider during the year.

e. Provide the name, telephone number and e-mail address of the person who is responsible for providing information on the status of the active work, restoration, and warranty information related to the facility.

f. Provide verification that the provider has paid applicable business taxes required per City of St. Petersburg Municipal Code Section 17-124, to the extent permitted by section 202.24(2)(c)3, Florida Statutes.

(b) Construction permit applications - General.

(1) Application for a construction permit shall be made to the POD using a form to be provided by the POD.

(2) The application shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

a. Evidence that the applicant has obtained written authority to apply for a construction permit on behalf of a provider, when applicable;

b. All required attachments and dated drawings showing the location and area of the proposed project and the location of all existing and proposed facilities, accompanied by the certification of a registered professional engineer that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations. However, per sections 471.003 and 471.037, Florida Statutes (F.S. §§ 471.003 and 471.037), drawings, plans and specifications prepared by regular full-time employees of a provider regulated by the Florida Public Service Commission, Federal Energy Regulatory Commission, or Federal Communications Commission are not required to be sealed and certified by a professional engineer unless required by the Florida Department of Transportation Utility Accommodation Manual Guidelines, as amended;

c. Payment of all money lawfully due to the City for:
1. Prior construction permits issued to applicant; and
2. Any loss, damage, or expense suffered by the City as a result of applicant’s prior construction in the rights-of-way or any emergency actions taken by the City.

(c) Construction permit application for small wireless facilities.

(1) Application for a construction permit for wireless systems shall be made to the POD using a form to be provided by the POD.

(2) The application shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

a. Evidence that the applicant has obtained written authority to apply for a construction permit on behalf of a provider, when applicable;

b. Three (3) sets of plans drawn to a standard engineering scale showing proposed small wireless facilities and all existing facilities. Plans shall include:
   1. Latitude/Longitude coordinates of site and site address.
   2. Current photo documentation of the existing site and immediate surroundings.
   3. Rendering showing an in situ stake at the proposed site location on a current site photo, or a typical rendering of the proposed equipment, antenna and pole, when appropriate.
   4. Height of pole, height of antenna, and height of tallest existing utility pole as of July 1, 2017 located in the same right of way within 500 feet of any proposed new pole or support structure to be placed in the right of way.
   5. Right of way boundaries and width.
   6. Width of the parkway.
   7. Existing underground and above ground public infrastructure in the vicinity of construction. GIS and/or record drawing data may be provided by the City, subject to disclaimer.
   8. A typical utility cross section profile (for all proposed underground work) showing all existing City infrastructure and proposed underground utilities near the work zone with proposed horizontal and vertical utility clearances noted.
   9. Adjacent private lot line boundaries near any proposed poles, support structures, or proposed above ground fixed utilities.
   10. Location and footage of proposed underground conduit/cable/fiber.
   11. Existing public sidewalk and driveway approach locations and width and other surface features in the right of way in the vicinity of construction (bicycle paths/trails, poles and/or support structures, signals, utility appurtenances, bus stops, street furnishings/art work, etc.).
13. Illustration showing the size, height, color, and placement of all proposed and existing above ground fixed utilities or equipment.

   i. Include a declaration that size, volume, and height of all antennae, ancillary equipment, poles, and support structures meet the requirements of Florida Statutes, and comply with City regulations and design guidelines.

   ii. For all new above ground facilities provide the equipment designation number which identifies the pole owner, contact information, and location of the equipment. Clarify where this number is found on the infrastructure facility.

   iii. It is presumed that new poles will not require guy wires. If guy wires are demonstrated by the applicant to be required for above ground facilities they must be shown on the plans when submitted for City review.

   iv. With the exception of approved ground-mounted equipment installations, all equipment shall be mounted directly to the utility pole unless otherwise directed by the utility pole owner. Show the location and height of any pedestals.

14. The applicant shall provide a description of and sufficient details and specifications to demonstrate compliance with design standards to be utilized to minimize the visual impacts, in accordance with Sec. 25-316 of the City Code.

15. For collocation, provide the name of the owner of the utility pole.

   i. If the pole is a City owned facility, include a structural plan prepared, signed, and sealed by a professional engineer licensed in the State of Florida certifying that the existing utility pole is structurally sufficient to support the wireless facilities; or,

   ii. Applicants seeking to collocate a wireless facility on a City owned pole shall provide a make-ready plan for all necessary work to support the small wireless facility, including pole replacement if required, and shall be responsible to perform the make ready work at their sole expense. New poles shall be designed with all conduits internal to the pole, with the exception of wood poles; or,

   iii. Indicate that the applicant is authorized by the owner of the utility pole to collocate a wireless facility on the owner's utility pole.

16. The applicant shall acknowledge conformance with all standard City Engineering Right of Way Permit General Requirements, City Engineering Standards and Specifications.

17. Include the intended construction schedule for initiation and completion of the work.

c. Payment of all money lawfully due to the City for:

   1. Prior construction permits issued to applicant; and
2. Any loss, damage, or expense suffered by the City as a result of applicant's prior construction in any rights-of-way of the City or any emergency actions taken by the City.

(3) Applicants may file a consolidated application for a single permit for the collocation of up to 30 small wireless facilities. The City retains the authority to separately address small wireless facility collocations within a consolidated application for which incomplete information has been received or which are denied.

(4) Within 14 days of the filing of a complete application for a small wireless facility construction permit, the POD may request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative utility pole or support structure or may place a new utility pole. If the POD requests an alternative location for a small wireless facility, the City and the applicant may negotiate the alternative location, including any objective design standards, in accordance with Sec. 25-316 of the City Code, and reasonable spacing requirements for ground-based equipment, for 30 days after the POD's request. The alternative location negotiation process described in this subsection shall be implemented and completed in accordance with section 337.401, Florida Statutes (F.S. § 337.401).

(de) Issuance of construction permit; conditions.

(1) If the POD determines that the applicant has satisfied the requirements of this article, including but not limited to bonding and insurance requirements, the POD shall issue a construction permit subject to the applicable provisions of the Code.

(2) The POD may impose reasonable conditions upon the issuance of the construction permit and the performance of the provider thereunder in order to protect the public health, safety and welfare, to ensure the structural integrity of the rights-of-way, to protect the property and safety of other users of the rights-of-way, and to minimize the disruption and inconvenience to the public.

(ed) Security funds. When a construction permit is requested, the applicant shall furnish to the POD a security fund meeting the requirements of article VIII of this chapter.

(fe) Joint applications. Applicants are encouraged to submit joint applications for construction permits to work in the rights-of-way at the same place and time.

(gf) Annual general permits. The Annual General Permit (AGP) allows a provider to construct, operate, maintain, renew and remove on an annual basis limited facilities as specifically described in the City Operational Standards for AGPs, adopted by the POD, a copy of which shall be made available for public inspection, the terms of which are incorporated by reference with each AGP. The AGCP shall be effective until February 28; however, if a complete and acceptable application is filed after January 1, and an AGCP is issued before February 28 of the same year, the AGCP shall be valid until February 28 of the following calendar year.

SECTION 4. The St. Petersburg City Code is hereby amended by adding a new Section 25-316, to read as follows:

Sec. 25-316. – Design standards for small wireless facilities.
(a) **Design Standards - General.** Small wireless facilities and accessory equipment placed anywhere in the City right-of-way are subject to the following design guidelines:

1. Small wireless facilities may not extend more than ten (10) feet above the utility pole upon which it is mounted.

2. A new pole is limited to the height of the tallest existing utility pole, as of July 1, 2017, located in the same right-of-way and within 500 feet of the proposed new pole. If there is no existing pole within 500 feet of the new pole site, the new pole is limited to 50 feet.

3. Above ground facilities must be located within the right-of-way where the shared property line between two parcels intersects the right-of-way boundary, or otherwise in a manner that demonstrates the least impact to access to private property.

4. Equipment boxes and other ground equipment located at grade must be located in areas with existing foliage or another aesthetic feature to obscure it from the view, to the greatest extent possible. The application must include a depiction of techniques utilized for camouflaging.

5. Equipment mounted to the exterior of a pole shall be a minimum of 8 feet above finished grade, excluding the electric meter and disconnect switch. The external finish of the equipment cases shall generally match the color of the pole. All mounting and banding fixtures shall also match the color of the pole. Conduits mounted to an existing pole must match the pole color and be encased with a shroud cover.

6. New poles shall be located at or near roadway intersections or in alleys when possible. When mid-block locations are necessary, new poles shall be located near the property boundary line at the edge of the site or otherwise sited in a manner that demonstrates the least impact to access to private property.

7. Separation from driveways and hydrants. Above-ground communications facilities and utility poles shall be located at least ten (10) feet from a driveway apron and at least thirty (30) feet from a fire hydrant.

8. New poles shall be designed with conduit internal to the pole, with the exception of wood poles. Above the electric meter and disconnect switch, all conduit and wiring shall be located inside the pole.

9. New poles shall be consistent with the existing poles located in the same right-of-way and within 500 feet of the proposed new pole, unless approved otherwise by the POD.

10. Facilities shall not block or encroach into an existing or future public sidewalk paths as required in the City’s Land Development Regulations.

11. Electric meters and disconnect switches shall be located on the side of the pole that is oriented in the same direction as the flow of vehicular traffic in the adjacent roadway. For example, if traffic flow is north-bound, then the equipment should be placed on the north side of the pole. Conduit leading to the electric meter box and disconnect switch shall generally match the color of the utility pole.

12. Grounding rods shall not extend above the surface elevation and the ground wire between the pole and ground rod must be inside an underground conduit.
(13) All pull boxes shall be located outside of the sidewalk or pedestrian ramp. A concrete apron must be installed around all pull boxes located within the landscape area of the parkway.

(14) All pull boxes must be vehicle load bearing, comply with FDOT Standard Specifications and be listed on the FDOT Approved Products List.

(15) Small wireless facilities and accessory equipment shall meet all applicable historic preservation regulations required by the City’s Historic and Archaeological Preservation Overlay Ordinance, including obtaining a certificate of appropriateness if necessary.

(b) Design Standards – Traditional Zones, Downtown Center Zones, and Charter Parks. Small wireless facilities and accessory equipment placed in the City right-of-way in an NT, CRT, CCT, or DC zone, or in a Charter Park, are subject to the following design guidelines, in addition to the general guidelines set forth above:

(1) To the greatest extent possible, the City prefers that new utility poles for small wireless facilities be constructed in alleys. However, upon a demonstration of need related to the provision of wireless services by the wireless provider, introduction of pedestrian level light poles which augment district design characteristics and accommodate small wireless facilities may be considered within the right-of-way and at intersections.

(2) The POD may consider the granting of a waiver to the height restrictions of this section in an effort to accommodate the placement of a small wireless facility, including a new utility pole, in an alley.

(3) Any request by an applicant to construct a new utility pole in City right-of-way that is not an alley may be subject to the alternative location negotiation procedure, in accordance with Sec. 25-308(c)(3) of the City Code.

(c) Placement within a Scenic/Non-Commercial Corridor. Unless otherwise authorized by a franchise agreement, for public safety purposes, or waived in accordance with subsection (d) below, no net new utility poles shall be placed within a designated Scenic/Non-Commercial Corridor.

(d) Waiver of design standards. The design standards may be waived by the POD if a particular standard is either not reasonably compatible to a particular location or imposes an excessive expense.

SECTION 5. 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 6. 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 7. 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.

LEGAL:  

ADMINISTRATION:

City Attorney (designee)
TO: Members of City Council  
DATE: October 11, 2018  
COUNCIL DATE: October 18, 2018  
RE: Referral to the Public Services and Infrastructure Committee Regarding Digital Information and Broadcasting Stations  

__________________________  

ACTION DESIRED:  
Respectfully requesting a discussion regarding Digital Information and Broadcasting Stations at the October 25th Public Services and Infrastructure Committee meeting. This referral is a staff request and I am submitting this New Business Item as a method of informing City Council.  

Steve Kornell, City Council Vice-Chair  
District 5
ACTION DESIRED:

Respectfully requesting a referral to the Public Services and Infrastructure Committee to discuss maintaining pedestrian safety while encouraging economic vitality in our downtown area.

Gina Driscoll, Council Member
District 6
RESOLUTION NO. 2018- ___

A RESOLUTION APPROVING AN AMENDMENT TO THE CITY’S INVESTMENT POLICY – MUNICIPAL FUNDS DATED DECEMBER 18, 2014, AS AMENDED, TO RECOGNIZE ENVIRONMENTAL, SUSTAINABILITY, AND GOVERNANCE (ESG) CONSIDERATIONS AS AN INVESTMENT OBJECTIVE UTILIZED IN THE MANAGEMENT OF INVESTMENT PORTFOLIOS AND ADD CERTAIN ESG RELATED PROHIBITIONS; APPROVING AN AMENDMENT TO THE ALTERNATE INVESTMENT POLICY DATED DECEMBER 18, 2014, AS AMENDED, TO ADD CERTAIN ESG RELATED PROHIBITIONS; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE NON-SUBSTANTIVE CHANGES TO THE CITY’S INVESTMENT POLICY – MUNICIPAL FUNDS AND ALTERNATE INVESTMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 18, 2014, City Council approved the Investment Policy – Municipal Funds, which sets forth investment policies, objectives, and guidelines for all portfolios held by the City of St. Petersburg except for pension fund assets, Park Preservation Fund (Weeki Wachee Fund), the Environmental Preservation Fund, and 25% of the Water Cost Stabilization Fund; and

WHEREAS, on December 18, 2014, City Council approved the Alternate Investment Policy, which sets forth the investment policies, objectives, and guidelines for the Preservation Fund (Weeki Wachee Fund), Environmental Preservation Fund, and 25% of the Water Cost Stabilization Fund; and

WHEREAS, on April 5, 2018, City Council approved an amendment to the Alternate Investment Policy to (i) add the Kopsick Arboretum Investment Fund, Certain Donation Funds, and Negotiable Credit Holdings to such policy, (ii) provide that the Investment Oversight Committee review the amount of the Water Cost Stabilization Fund subject to this policy on an annual basis, and (iii) change Finance Director’s title; and

WHEREAS, on April 5, 2018, City Council approved an amendment to the Investment Policy – Municipal Funds to change the Finance Director’s title; and

WHEREAS, Administration desires to further amend the Investment Policy – Municipal Funds and Alternate Investment Policy to add certain Environmental, Sustainability, and Governance (ESG) related prohibitions and to recognize ESG considerations as an investment objective utilized in the management of investment portfolios in the Investment Policy – Municipal Funds; and
WHEREAS, the proposed amendments to such policies were provided to the Investment Oversight Committee and the Budget Finance & Taxation Council Committee (BF&T) for review; and

WHEREAS, BF&T recommended approval of the amendments to the Investment Policy – Municipal Funds and Alternate Investment Policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an amendment to the City’s Investment Policy- Municipal Funds dated December 18, 2014, as amended, to recognize Environmental, Sustainability, and Governance (ESG) considerations as an investment objective utilized in the management of investment portfolios and add certain ESG related prohibitions is hereby approved by this Council.

BE IT FURTHER RESOLVED that an amendment to the Alternate Investment Policy dated December 18, 2014, as amended, to add certain ESG related prohibitions is hereby approved by this Council.

BE IT FURTHER RESOLVED that the Chief Financial Officer is authorized to make non-substantive changes to the City’s Investment Policy – Municipal Funds and Alternate Investment Policy to correct typographical errors, ensure consistent terminology, and clarify provisions of the policies to conform to City Council’s direction.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]

City Attorney (Designee)
ST. PETERSBURG CITY COUNCIL

MEETING OF: OCTOBER 18, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1594

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

LCA: 1594
NUMBER OF STRUCTURES: 138
ASSESSABLE AMOUNT: $26,807.50

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $26,807.50 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:

COUNCIL ACTION:

FOLLOW-UP: AGENDA NO.
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<td>840 BAY ST NW</td>
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| 2 | PL 031765433 | 10-21-18 | 03:17:01
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**Notes:**
- The assessment values are for the year 2021.
- The properties are located on HTH Avenue South.
- The block and lot numbers are consistent across the list.

**Additional Information:**
- Special Assessment Roll
- City of SC, Sarasota County
- Parcel ID: 10-18-2018
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**Special Assessment Roll**

**City of St. Petersburg**
$\text{Seminole}$

$\text{Pl 13772}$

$\text{Bk 6, Lt 25}$

$\text{RIO Vista}$

$\text{3030 E 17 7532 096 0250}$

$\text{Darren Homes Inc}$

$\text{Lot 156}$

$\text{Pl 142133}$

$\text{Patelito}$

$\text{2110 And Ave E}$

$\text{IAWRENGEN, HENRY}$

$\text{Lot 110}$

$\text{Pl 336085}$

$\text{Miami}$

$\text{P.O. Box 635075}$

$\text{FED-PR-ITG}$

$\text{Lot 17}$

$\text{Pl 333306}$

$\text{Saint Petersburg}$

$\text{P.O. Box 1068}$

$\text{E 5 360 ITG}$

$\text{Lot 6}$

$\text{Pl 333532}$

$\text{Saint Petersburg}$

$\text{P.O. Box 402}$

$\text{W 8 360 ITG}$

$\text{Lot 6}$

$\text{Pl 333532}$

$\text{Saint Petersburg}$

$\text{P.O. Box 320}$

$\text{SU 5 360 ITG}$

$\text{Lot 1}$

$\text{Pl 330554}$

$\text{Saint Petersburg}$

$\text{R H 6678 S N S 104-180}$

$\text{Lavingt LTO}$

$\text{ASSIGNMENT}$

$\text{PROPERTY ADDRESS}$

$\text{REAL/LEGAL ADDRESS}$

$\text{PARCEL ID}$

$\text{OWNER NAME}$

$\text{ASSIGNMENT NUMBER}$

$\text{10-18-2010}$

$\text{Final Assessment Roll}$

$\text{Special Assessment Division}$

$\text{City of St. Petersburg}$
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**FINAL ASSESSMENT ROLL**

**City of Saratoga, California**
TOTAL ASSESSMENT AMOUNT: 26,807.50

SAINT PETERSBURG
LOT 59
WILLOWWOOD SUB
2850 13TH AVE S
26 31 16 97650 000 0950
ICA 1994 79448
ROMAN, CHAMBRA D

SAINT PETERSBURG
LOT 99
WILLOWWOOD SUB
2850 13TH AVE S
26 31 16 97650 000 0950
ICA 1994 79447
ROMAN, CHAMBRA D

SAINT PETERSBURG
LOT 30
WILLOWWOOD SUB
1440 27TH ST S
26 31 16 97650 000 0300
ICA 1994 79446
TRUST NO 1440

SAINT PETERSBURG
LOT 8
保证人 SOR P.M.
1329 11TH AVE S
27 31 16 96966 000 0800
ICA 1994 79445
HIGGS, BETTY J EST

SAINT PETERSBURG
LOT 1A, LOTS 1A AND 15
WEST SHADOW LAWN
6855 25TH AVE S
31 31 16 96714 004 0140
ICA 1994 79444
AVARIZ, LEONA

ASSESSMENT
PROPERTY ADDRESS
FINAL ASSESSMENT ROLL
ORIGINAL

20-10-2018
**City of St. Petersburg**

Page 20
10/01/18 8:17:01
A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1594 ("LCA 1594") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No. 1594 ("LCA 1594") have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

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

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

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No. 1594 ("LCA 1594") as liens against the respective real property on which the costs were incurred and that pursuant to Section 16.40.060.4.4 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00402682
ST. PETERSBURG CITY COUNCIL

MEETING OF: OCTOBER 18, 2018

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number DMO 466

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

DMO: 466
NUMBER OF STRUCTURES: 4
ASSESSABLE AMOUNT: $55,191.75

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

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $55,191.75 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR:__________________________
COUNCIL ACTION:__________________
FOLLOW-UP:_________________________ AGENDA NO.__________
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</tbody>
</table>
A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 466 ("DMO NO. 466") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so demolished are listed on Building Demolition No. 466 ("DMO No. 466"); and

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

WHEREAS, the City Council has held a public hearing on October 18, 2018, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 466 ("DMO No. 466") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

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

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

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee) 00402683
TO: The Honorable Chair Lisa Wheeler-Bowman, and Members of City Council

SUBJECT: Historic Landmark Designation of Huggins-Stengel Field, located at 1320 – 5th Street North (City File HPC 18-90300005). [QUASI-JUDICIAL]

An analysis of the request is provided in the attached Staff Report.

REQUEST: The request is to list Huggins-Stengel Field as a local historic landmark in the St. Petersburg Register of Historic Places.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On September 11, 2018, the Community Planning and Preservation Commission held a public hearing on this matter and voted unanimously 6-0 to approve the request.

Recommended City Council Action: 1) CONDUCT the second reading and final public hearing of the attached proposed ordinance; AND 2) APPROVE the proposed ordinance.

Attachments: Ordinance, CPPC Draft Minutes, Staff Report to the CPPC, Designation Application
ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING HUGGINS-STENGEL FIELD, LOCATED AT 1320 5TH STREET NORTH, AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that Huggins-Stengel Field, which is recognized for its significance in the areas of Entertainment/Recreation and Social History, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, Huggins-Stengel Field meets the following criteria:

(a) Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.
(c) It is identified with a person or persons who significantly contributed to the development of the city, state, or nation.

SECTION 2. The City Council finds that Huggins-Stengel Field meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

(a) Location. The place where the historic property was constructed or the place where the historic event occurred;
(b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
(c) Setting. The physical environment of a historic property;
(d) Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property;
(e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory; and
(f) Feeling. The property’s expression of the aesthetic or historic sense of a particular period of time.

SECTION 3. Huggins-Stengel Field, located upon the following described property, is hereby designated as a local landmark, and shall be added to the St. Petersburg Register of Historic Places, a list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Designation Boundary
The southeastern portion of Crescent Lake Park which contains Huggins-Stengel Field, as shown in Exhibit A

SECTION 4. 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 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 Substance:

[Signature]
City Attorney (or Designee)  9-18-18

[Signature]
Planning and Development Services Department  9-18-18
CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING
September 11, 2018

QUASI-JUDICIAL PUBLIC HEARING

A. City File HPC 18-90300005  
   Request: Third party-initiated application with owner support for a Local Historic Landmark designation of the Huggins-Stengel Field, located at 1320 5th Street North.

Staff Presentation

Laura Duvekot gave a PowerPoint presentation based on the staff report.

Applicant Presentation

Lisset Hanewicz, President, on behalf of the Crescent Lake Neighborhood Association, gave a presentation in support of the request.

Public Hearing

Shawn Drouin, 1320 5th St N and representing TASCO, spoke in support of the request.

Executive Session

Commissioners Michaels and Winters applauded the efforts made by everyone, great story and long overdue.

MOTION: Commissioner Michaels moved and Commissioner Bell seconded a motion to approve the Local Historic Landmark designation of the Huggins-Stengel Field, located at 1320 5th Street North, in accordance with the staff report.

VOTE: YES – Bell, Michaels, Wolf, Whiteman, Winters, Burke  
      NO – None

Motion passed by a vote of 6 to 0.
STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION
REQUEST FOR LISTING IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES

For public hearing and recommendation to City Council on September 11, 2013 beginning at 2:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida

According to Planning and Economic Development Department records, Community Planning and Commission member Bob Carter resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

Practice at Huggins-Stengel Field circa 1930.
Photograph PO3346 courtesy of the St. Petersburg Museum of History.

| CASE NUMBER: | HPC 18-90300005 |
| STREET ADDRESS: | 1320 5th St. N., St. Petersburg FL 33701 |
| LANDMARK NAME: | Huggins-Stengel Field |
| OWNER: | City of St. Petersburg |
| APPLICANT: | Lisset G. Hanewicz, President, on behalf of the Crescent Lake Neighborhood Association |
| REQUEST: | Designation of the Huggins-Stengel Field as a local historic landmark to be listed in the St. Petersburg Register of Historic Places |
Contents
Overview and Background ................................................................. 1
   Summary: Huggins-Stengel Field .................................................. 2
Summary of Existing Conditions ......................................................... 2
   Primary Character-Defining Historic Features ................................. 2
   Site Evolution and Non-Historic Alterations ................................. 3
Staff Findings ........................................................................... 3
   Historic Significance and Satisfaction of Eligibility Criteria .......... 3
   Historic Integrity ..................................................................... 5
Property Owner Consent and Impact of Designation .......................... 5
Consistency with St. Petersburg’s Comprehensive Plan, Existing Land Use Plan, and Future Land Use Plan ........................................... 5
Recommendation ......................................................................... 6
References .................................................................................. 7

Appendices
Appendix A Photographs of Subject Property
Appendix B Maps of Subject Property
Appendix C Application
OVERVIEW AND BACKGROUND

On April 23, 2018, a local historic landmark designation application was submitted for the Huggins-Stengel Field in Crescent Lake Park (the "subject property") by Lisset Hanewicz, President, on behalf of the Crescent Lake Neighborhood Association. The application (Appendix C) provides extensive information concerning the field's history and establishes the site's contextual significance to the history of St. Petersburg as a representation of the city's early role as a destination for spring training activities held by Major League Baseball teams seeking more palatable climates for pre-season practice. Staff has determined that these narrative elements of the application are complete and require no further elaboration to substantiate the significance of Huggins-Stengel Field.

Submitted with the application package were relevant portions of the Crescent Lake Neighborhood Plan, which was prepared by the Florida Center for Community Design and Research and adopted by the City of St. Petersburg in June of 1994. The relevant portions include a recommendation that the Neighborhood Association "Pursue city landmark designation for the Huggins Stengel Field [sic] and the water tower" as an objective toward the goal of identifying and enhancing community character and identity, as well as an implementation matrix suggesting that this be completed in 1996, and that the city fees of $400 be waived, presumably accounting for the cost of two individual applications, which continue to be processed at a fee of $200 each. Indeed, Crescent Lake Water Tower was designated as a Local Historic Landmark through a City-initiated process in 2008 under City File HPC 07-02. No formal action had been taken regarding the local landmark designation of the Huggins-Stengel Field until the submission of this application.

The subject property remains under the ownership of the City of St. Petersburg. Staff from the City’s Leisure Services Department were provided with a copy of the application upon submission and have been given additional information on the implications of designation by staff of the Urban Planning and Historic Preservation Division.

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2 City of St. Petersburg, "Historic Landmark Designation of the Crescent Lake Water Tower (HPC Case No. 07-02)," 2008, On file, City of St. Petersburg Urban Planning and Historic Preservation Division.
Summary: Huggins-Stengel Field

**Property Name (Current/Common):** Huggins-Stengel Field

**Historic Names:**
- Field at Crescent Lake Park
- Miller Huggins Field

**Date of Construction:** 1924-1925

**Period of Significance:** 1924-1968

**Builder:** Wilbur F. Smith, chair of City Park Board during construction

**Criteria for Landmark Eligibility:** A and C

**Areas of Significance:** Entertainment/Recreation

**Social History**

**Retention of Historic Integrity:** Location, Design, Setting, Materials, Workmanship, and Feeling

**SUMMARY OF EXISTING CONDITIONS**

As noted, the application attached as Appendix C provides a detailed description of the site. In order to make clear the implications of this proposed designation for future maintenance and rehabilitation projects, staff recommends that the preservation of the following character-defining historic features be a priority in future Certificate of Appropriateness (“COA”) review. Changes to non-historic alterations require COA review to ensure appropriate treatment of surrounding historic fabric and the site as a whole.

**Primary Character-Defining Historic Features**

**Playing Surface**

- Northwest orientation of primary field;
- Layout of field and bases, which today follow contemporary requirements established by the Major League Baseball (“MLB”) rulebook:
  - Infield: 90’ square,
  - Bases set every 90’ along that square,
  - Second base located 127 feet, 3 3/8 inches from home place,
  - Dirt circle with 26’ radius located around home plate and encompassing left-handed and right-handed batters’ boxes and catcher’s box,

**Dugouts**

- Locations at first base and third base sides of field;
- Concrete block construction;
- Low-pitched shed roofs of corrugated metal with dual-layer fascia and broad overhang creating shade for interior seating;
- Flat, full-width benches; and
- Adjacent flagpole.
Site Evolution and Non-Historic Alterations

The designation application proposes a boundary which excludes associated but non-historic elements of the site including the 1959 clubhouse building (which replaced the original 1925 structure) and parking lot to the east of the field.

The proposed designation boundary follows the contemporary fence line of the field. As shown in Figure 1, the site does not appear to have been fully fenced as late as the early 1940s. By the 1950s, (Figure 2), a fence and lighting had been added to the perimeter of the outfield, the practice fields had been more formally laid out, and tennis courts had been added at the southwestern edge of Crescent Lake Park. The two practice fields have been eliminated and the field is presently enclosed by a chain-link fence (Figure 3).

STAFF FINDINGS

In St. Petersburg, eligibility for designation as a local historic landmark is determined based on evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, historic documentation demonstrates that Huggins-Stengel Field was initially constructed as a baseball field approximately 94 years ago and surpasses the minimum requirement of 50. Further, staff suggests that the subject property satisfies two Criteria for Significance and six Criteria of Integrity. Staff, therefore, recommends approval of the application to designate the subject property to the St. Petersburg Register of Historic Places.

Historic Significance and Satisfaction of Eligibility Criteria

The first portion of the two-part test to determine eligibility for the St. Petersburg Register of Historic Places examines a resource's historic significance with relation to nine criteria, and the period during which this significance was achieved. One or more Criteria for Significance must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based on the National Park Service’s criteria for listing in the National Register of Historic Places, and are designed to assess resources' importance in a given historic context with objectivity and comprehensiveness.

Period of Significance

A historic resource’s period of significance is the time frame during which a historic resource was associated with the important events, activities, themes, or people which qualify it for consideration as significant. Because these events and activities generally must have taken place 50 or more years prior to designation, the period of significance often ends at that point, even if the significant events continued. Such is the case with Huggins-Stengel Field. Because the site draws historic significance from its status as St. Petersburg’s lone remaining field to have served as a training field, the period of significance for Huggins-Stengel Field is 1924-1968, which includes the field’s construction as a training field for the New York Yankees, their nearly annual

---

use of the field for training from 1925 through 1960, and the use of the field for training by the
New York Mets from 1960 through the end of the current historic era in 1968.

Criteria for Significance

Nine criteria for historic significance are defined by St. Petersburg City Code, Historic and
Archaeological Preservation Overlay, Section 16.30.070.2.5(D). In the case of Huggins-Stengel
Field, staff has determined that the proposed listing satisfies the St. Petersburg Register criteria
as follows.

| Yes | A | Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation. |
| No  | B | Its location is the site of a significant local, state, or national event. |
| Yes | C | It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the city, state, or nation. |
| No  | D | It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the city, state, or nation. |
| No  | E | Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance. |
| No  | F | It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials. |
| No  | G | Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development. |
| No  | H | Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development. |
| No  | I | It has contributed, or is likely to contribute, information important to the prehistory or history of the city, state, or nation. |

The application (Appendix C) provides historical context and analysis of the subject property’s
historic significance in the areas of Entertainment/Recreation and Social History. Staff concurs
with the applicant’s conclusion that the subject property satisfies criteria A and C in these areas.
The application additionally suggests that the subject property be designated under criterion I,
which is generally reserved for sites with archaeological significance. Staff does not recommend
that this criterion be included in the designation’s approved significance.
Historic Integrity

Under the second part of the two-part assessment of eligibility for designation as a historic landscape, staff finds that Huggins-Stengel Field retains integrity in six of seven given criteria, surpassing the requirement of one or more.

<table>
<thead>
<tr>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

*Must be present in addition to at least one other factor.

The single area in which integrity has been somewhat diminished is Association; this is due to the fact that the site is no longer used as a Major League Baseball spring training facility. Due to its continued use as a baseball use, on-site historic interpretation, and retention of other factors of integrity, Huggins-Stengel Field successfully continues to convey its history.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION

The application for the proposed local landmark designation was submitted and is supported by the encompassing neighborhood association, the Crescent Lake Neighborhood Association. The site is currently owned and operated by the City of St. Petersburg. Staff from the City’s Leisure Services Department were provided with a copy of the application upon submission and have been given additional information on the implications of designation by staff of the Urban Planning and Historic Preservation Division.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city and its sites. The designation of historic landmarks protects and enhances the St. Petersburg’s historic character, fulfills the City’s goals as a Certified Local Government in Historic Preservation, and reinforces a strong sense of place.

CONSISTENCY WITH ST. PETERSBURG’S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN

The proposed local historic landmark designation is consistent with the City’s Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

**Objective LU10:** The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.
Policy LU10.1: Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

Policy HP2.3: The City shall provide technical assistance to applications for designation of historic structures and districts.

Policy HP2.6: Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for city initiated landmark designations] as a guideline for staff recommendations to the CPC and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

RECOMMENDATION

Staff recommends approval of the request to designate Huggins-Stengel Field, located at 1320 5th Street North, as a local historic landmark, thereby referring the application to City Council for first and second reading and public hearing.
REFERENCES


Appendix A
Photographs of Subject Property
Figure 1: Huggins-Stengel Field circa 1940, looking north-northeast. Note apparent absence of fencing except that at lower-right, faint outline of northern and western practice fields, and absence of tennis courts at lower left. Photograph P02752 courtesy of the St. Petersburg Museum of History.

Figure 2: Huggins-Stengel Field, circa 1950. Photograph P01570, Courtesy of the St. Petersburg Museum of History.
Figure 3: Huggins-Stengel Field via Google Earth image dated March 15, 2018
Appendix B
Maps of Subject Property
April 23, 2018

Larry Frey, PhD, AICP, CFM
Historic Preservationist
Urban Design and Historic Preservation
City of St. Petersburg
One 4th Street N
St. Petersburg FL 33701

Re: Huggins-Stengel Field in Crescent Lake Neighborhood
Local Landmark Designation Application

Dear Larry:

Pursuant to our various conversations, enclosed please find the original Local Landmark Designation Application, which I have prepared for consideration of Huggins-Stengel Field located at 1320 5th St N. as a local historic landmark site.

The Crescent Lake Neighborhood Plan was finalized in 1994 and approved by Crescent Lake Neighborhood and City Council. According to the neighborhood plan, historic designation was to be pursued for Huggins-Stengel Field and the Crescent Lake Water Tower. The city would waive the fees associated with seeking historic designation. Crescent Lake Water Tower abutting the field was designated a local historic landmark in 2008, but historic designation for Huggins-Stengel Field was never filed. I have attached the relevant pages of the Crescent Lake Neighborhood Plan. The city maintains a copy of the Crescent Lake Neighborhood Plan in its files.

Our neighborhood recently voted to proceed with pursuing the local landmark designation for Huggins-Stengel Field. We look forward to working with the City of St. Petersburg to ensure that this historic field is acknowledged by local landmark designation.

Regards,

[Signature]

Lisset Hanewicz, President
Crescent Lake Neighborhood Association

Enclosures: Huggins-Stengel Field Local Landmark Designation Application
Portions of Crescent Lake Neighborhood Plan
1. NAME AND LOCATION OF PROPERTY

   historic name  Huggins-Stengel Field
   other names/site number  Crescent Lake Field, Miller Huggins Field, Casey Stengel Field / Site No. P106892
   address  1320 5th St N, Saint Petersburg, FL 33701
   historic address  same

2. PROPERTY OWNER(S) NAME AND ADDRESS

   name  City of St. Petersburg
   street and number  PO Box 2842
   city or town  Saint Petersburg  state  FL  zip code  33701
   phone number (h)  (w)  727-893-7111  e-mail

3. NOMINATION PREPARED BY

   name/title  Lisset G. Hanewicz, President
   organization  Crescent Lake Neighborhood Association
   street and number  PO Box 7243
   city or town  Saint Petersburg  state  FL  zip code  33734
   phone number (h)  (w)  727-914-4070  e-mail  info@clnastpete.org
   date prepared  04-22-18  signature  Lisset G. Hanewicz

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

   Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

   Huggins-Stengel Field as shown on attached aerial map delimiting proposed boundary.
   Also see continuation sheet for boundary description.

5. GEOGRAPHIC DATA

   acreage of property  more than 1 acre
   property identification number  183117188640010000
### 6. FUNCTION OR USE

<table>
<thead>
<tr>
<th>Historic Functions</th>
<th>Current Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreation &amp; Culture/Sports Facility</td>
<td>Recreation &amp; Culture/Sports Facility</td>
</tr>
</tbody>
</table>

### 7. DESCRIPTION

**Architectural Classification**
(See Appendix A for list)

- Other

**Materials**

- Other

**Narrative Description**

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

### 8. NUMBER OF RESOURCES WITHIN PROPERTY

<table>
<thead>
<tr>
<th>Contributing</th>
<th>Noncontributing</th>
<th>Resource Type</th>
<th>Contributing resources previously listed on the National Register or Local Register</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Buildings</td>
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<tr>
<td>2</td>
<td></td>
<td>Sites</td>
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</tr>
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<td>3</td>
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<td>Structures</td>
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<td>Objects</td>
<td>Number of multiple property listings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td>n/a</td>
</tr>
</tbody>
</table>
Huggins-Stengel Field
Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance
(mark one or more boxes for the appropriate criteria)

☐ Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.

☐ Its location is the site of a significant local, state, or national event.

☐ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.

☐ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.

☐ Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

☐ It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

☐ Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.

☐ Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

☐ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Areas of Significance
(see Attachment B for detailed list of categories)

Entertainment/Recreation

Social History

Period of Significance

1925-1995

Significant Dates (date constructed & altered)

1925

Significant Person(s)

Al Lang, Miller Huggins, Casey Stengel

Cultural Affiliation/Historic Period

Builder

Architect

Narrative Statement of Significance

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

10. MAJOR BIBLIOGRAPHICAL REFERENCES

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)
BOUNDARY DESCRIPTION AND JUSTIFICATION

Boundary Description

The portion of Crescent Lake Park on which the Huggins-Stengel Field rests, as recorded in Plat Book 19, Page 80, Public Records of Pinellas County, Florida, described as follows:

Crescent Lake Park, Block A, and an unsubdivided area described as from the southeast corner of Block A running west 796.6 feet for Point of Beginning thence westerly 101.04 feet to the east right-of-way of 7th Street North thence northerly along right-of-way 360 feet (S) thence East 132 feet (S) thence south 330 feet to point of beginning and vacation of 13th Avenue North adjacent

Boundary Justification

The boundary consists of the portion of the Park historically associated with Huggins-Stengel Field f/k/a Crescent Lake Field and Miller Huggins Field.

PHYSICAL DESCRIPTION

Summary

Huggins-Stengel Field located within Crescent Lake Park at 1320 5th Street North was constructed in 1925 as a baseball practice field for the New York Yankees. It was originally named Crescent Lake Field, was renamed Miller Huggins Field in 1931, and eventually Huggins-Stengel Field. It was used by the New York Yankees from 1925 to 1961, followed by the New York Mets from 1962-1987, and the Baltimore Orioles from 1992-1995.

Setting

Huggins-Stengel Field is located north of downtown St. Petersburg at 1320 5th Street North. It is part of Crescent Lake Park and is situated in the southeastern corner of the park immediately northwest of the historic Crescent Lake Water Tower. The field was constructed in 1925, one year before the local landmark, Crescent Lake Water Tower, which was built in 1926. Huggins-Stengel Field, Crescent Lake Water Tower, and Crescent Lake Park lie within a residential neighborhood, Crescent Lake Neighborhood. Crescent Lake Neighborhood is one of St. Petersburg’s traditional neighborhoods.
Physical Description

Huggins-Stengel Field

Huggins-Stengel Field located in Crescent Lake Park at 1320 5\textsuperscript{th} Street North was completed in 1925 as a baseball practice field for the New York Yankees. The field consists of the playing surface, two dugouts, and two bullpens. The playing field is encompassed between the outfield fence and the Crescent Lake Water Tower on the southeast corner. The field is oriented to the northwest. The infield of Huggins-Stengel Field is set to the specifics regulated by Major League Baseball, which states that the infield is to be ninety feet square with a base, a white canvas or rubber bag, set at every ninety feet along that square, with second base being located 127 feet, 3 3/8" from home plate, a five-sided slab of whitened rubber. The first, second, and third base bags are fifteen inches square, and not more than five inches thick. Located around home plate is a dirt area, measured at a 26' foot circle, allowing for the home plate, right-handed and left-handed batter’s boxes and a catcher’s box.

There are also two dugouts located on the field, one on the first base side and one on the third base side. The dugouts are constructed of concrete blocks. Seating inside of the dugouts is constructed using metal flat seat planking. Both dugouts are roofed with corrugated metal. There is a flag pole to the west side of the dugout by the third base side. A baseball backstop fence is located between the dugouts with a wood bench behind the backstop fence. The Crescent Lake Water Tower stands surrounded by fencing behind the baseball backstop.

The outfield is designated between two foul lines extending two sides of the square, often associated with the first and third base lines. The distance from home plate to the left field pole is 340 feet; 400 feet to left center field; 409 to center; and 437 feet to right field. These distances are the actual distances, although the signs on the fence state the distances as Left field - 340, Center - 400, and Right field - 430. A dirt strip is located along the outfield fence forming what is known as a “warning track,” which runs along the entire outfield fence. There are also two bullpens located in foul territory. One bullpen is situated in the foul territory by first base and the other bullpen is in the foul territory by third base. Each of these bullpens contains two pitcher’s mounds.

The original 1920's Yankees clubhouse, which was adjacent to the field, was torn down and replaced by the current clubhouse built in 1960. Some original lockers were moved to the new clubhouse. In 2003, the clubhouse underwent renovations to house the City of St. Petersburg’s Teen Arts, Sports, and Cultural Opportunities (TASCO) offices.

Integrity

Huggins-Stengel Field retains the integrity of location, design, setting, feeling, and association. Originally, there was no fence enclosing the field. Eventually, Australian pine trees were densely planted on the border of Crescent Lake by Huggins-Stengel
Field after batters complained of the reflection from the lake. Around 1954, an outfield chain-link fence was erected between the field and the trees to prevent shorter drives from rolling into Crescent Lake. At one point, a second practice field oriented to the northwest was added in the northeastern end of Huggins-Stengel Field, which is no longer there. Since being built, the baseball field has never been raised or lowered.

STATEMENT OF SIGNIFICANCE

Summary

Huggins-Stengel Field is significant at the local level in the areas of Entertainment/Recreation and Social History and meets the following criteria for designation of a historic property found in Section 16.30.070.2.5.D of the City of St. Petersburg Code:

(a) Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.

(c) It is identified with a person who significantly contributed to the development of the City, state, or nation

(i) It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Al F. Lang, former St. Petersburg Mayor from 1916 to 1920, is best known for bringing baseball to St. Petersburg. The tradition of spring training in St. Petersburg began in 1914. In 1924, Al Lang convinced the New York Yankees to train in St. Petersburg. Crescent Lake Field was built in 1925 as the training field for the Yankees. A decade after spring training's arrival in St. Petersburg, St. Petersburg became the epicenter for major league training and a tourist destination.

An era of spring training at Crescent Lake Field (n/k/a Huggins-Stengel Field) would continue for 70 years. The New York Yankees trained at Huggins-Stengel Field from 1925-1942, 1946-1950, 1952-1961. In 1951, the New York Giants trained at Huggins-Stengel Field due to an agreement with the Yankees to swap training sites. After the New York Yankees left St. Petersburg, the New York Mets (1962-1987) and the Baltimore Orioles (1992-1995) held their spring training at Huggins-Stengel Field. Baseball greats such as Babe Ruth, Lou Gehrig, Bill Dickey, Joe DiMaggio, Yogi Berra, Whitey Ford, Mickey Mantle, Cal Ripken Jr., Roger Maris, Tom Seaver, Daryl Strawberry, Dwight Gooden, Nolan Ryan, and Willie Mays played at Huggins-Stengel Field. The field has not been raised or lowered and is virtually the same field baseball legends played on since 1925.
Historical Context

The history of major league baseball spring training in St. Petersburg dates back to 1914. In the spring of 1914, major league baseball arrived in the City of St. Petersburg due to the efforts of a local baseball association, St. Petersburg Baseball and Amusement Co., courting the St. Louis Browns to hold their spring training in St. Petersburg. The St. Louis Browns only trained in St. Petersburg one year because the team decided to go elsewhere in 1915. In October 1914, the local baseball association, represented by Al Lang, underwent efforts to find another big-league club to train in St. Petersburg. By November 1914, Al Lang had successfully arranged for the Philadelphia Phillies to hold their 1915 spring training in St. Petersburg. In 1916, Pat Moran, Phillies Manager, remarked that all the credit was to be given to Al Lang that the Phillies were in St. Petersburg.

In 1916, Al Lang successfully ran for Mayor of St. Petersburg. He was re-elected in 1918 and served until 1920. His involvement in bringing national league baseball to the city and being the head of the local baseball association were some of his achievements when running for mayor establishing him as a local hero. Hosting major league baseball spring training games not only brought visitors to St Petersburg, but also ensured national exposure for the city for years to come.

The Phillies trained at Sunshine Park, a ballpark adjacent to Coffee Pot Bayou. Sunshine Park, also known as Coffee Pot Bayou Park, was the first ballpark in St. Petersburg used for major league spring training. Its location remains unclear – some believe it was located somewhere in Granada Terrace while others believe it was on North Shore Drive. The Phillies trained in St. Petersburg through 1918 and notified Al Lang late in 1918 they would not return for 1919 season.

Mayor Al Lang immediately began efforts to secure a major league team to train in St. Petersburg. Al Lang's efforts to sign a big-league club to train in St. Petersburg continued after he finished his term as Mayor. Not until late 1921, after three years of working towards his goal of bringing spring training back to St. Petersburg, did Al Lang sign a major league team - the Boston Braves. Improvements on Waterfront Park, which was located a block south of the St. Petersburg Yacht Club, began within 24 hours of the news of the acceptance. Waterfront Park was an aviation field that was turned into a ball field when Sunshine Park, Lang's original ball park, had been cut into building lots a few years earlier. The Boston Braves began their spring training in St. Petersburg in 1922 and continued until 1937.

In 1924, it was announced that St. Petersburg would have two major league ball clubs training in St. Petersburg – the Championship New York Yankees and the Boston Braves. The New York Yankees would hold spring training in St. Petersburg beginning in 1925. At the time, the Yankees were the 1923 World Series champions and had one of the most famous baseball players, Babe Ruth. Al Lang, who became known as St. Petersburg's "Ambassador of Baseball," was responsible for negotiating the deal.
Pursuant to the terms of the contract, the Yankees would train in St. Petersburg for six years. St. Petersburg would be the only city in the United States to have two major league teams training in the same city. The deal would bring the total of major league teams training in Florida to ten.

Crescent Lake Park, one of the largest park reservations in the area, was the chosen site for the New York Yankees' training field. In 1919, C. Perry Snell, who owned Crescent Lake Park and 56 acres around the lake, sold it to the City of St. Petersburg for $30,000 to turn it into a park. The $30,000 price was much less than the property's value at the time of the sale. Mr. Snell, a huge benefactor of public parks, sold it to the city on easy terms so that the city could use money from its budget for the purchase price. In 1920, the city identified Crescent Lake Park as a location for a new athletic field for big-league training, although it would not come to fruition until Al Lang made the deal with the New York Yankees in 1924.
Figure 2 Plat of Property of City of St. Petersburg Around Crescent Lake, May 1928. Plat Book 19, Page 80.
By June 1924, work had begun to prepare the Crescent Lake park grounds for the New York Yankees. Al Lang was the authorized representative of the Chamber of Commerce to transact all business in connection with preparing Crescent Lake baseball field for the Yankees. All the training was to take place at Crescent Lake field with exhibition games played at Waterfront Park. It only took a couple of months after Al Lang announced the New York Yankees were going to hold spring training in St. Petersburg to complete the training field at Crescent Lake Park with the exception of planting the grass and clearing scrub oaks from the adjoining land.

The training field would occupy about six acres in the extreme southeast corner of Crescent Lake Park. The ground was built up more than seven feet about the level of the lake. This was done by cutting away the high ground on the eastern half of the field and grading it toward the lake. A dredge was used to fill in sand from the bottom of the lake into the depression around the lake.

The Yankees training field would be accessible from Fourth Street. The clearing of the scrub oaks and underbrush from the south section of the property would provide parking spaces for more than 500 automobiles. Temporary bleachers would be erected since all games would be played at Waterfront Park. At the time, the city planned to build a huge concrete stadium on the site, which along with an athletic field for the schools would make Crescent Lake Park a center of sports.

Phil Schenck, the groundkeeper of Yankee Stadium, supervised the field’s construction and wanted a deep right field. A deep right field would ensure that less baseballs would end up in the lake. The field was “made to measure” for Babe Ruth who was the home
run king at the time. As a result, they filled in and sodded the field for a distance of 390 feet from home plate to the outer rim of right field.

A permit was issued on January 26, 1925 to build the clubhouse building for the Yankees. It was to be situated on the high ground at the right of the first base line in front of 13th Avenue N. The building was 70 feet long and provided space for 52 lockers. In the front part of the structure there would be three separate rooms: one for manager Miller J. Huggins, a supply room, and another room used as a rubbing room.

![Yankees Work Out at Park Presentation](image-url)

*Figure 4 "Miller Huggins Presented with Training Field." St. Petersburg Times. 24 February 1925.*
On February 23, 1925, 5,000 fans witnessed Al Lang officially turn over Crescent Lake baseball field over to the New York Yankees. Al Lang pitched the ball to Miller Huggins symbolizing the official transfer of the park. Within a decade, St. Petersburg had become the epicenter for major league training and developed into a major tourist location. The day before Al Lang handed Crescent Lake Park to Yankees manager Miller J. Huggins, reporter Stoney McLinn wrote that it “will do well to go back a matter of 10 years and recall that it was baseball, the nation’s pastime, that started to put the Sunshine City on the map.” The Yankees won the World Series in 1927 and 1928. During the months of February and March, fans would fill the stands at Crescent Lake Park to watch the Yankees, especially Babe Ruth, Lou Gehrig, and Tony Lazzeri.

In 1930, Crescent Lake Field was dedicated to Yankees manager Miller Huggins who had passed away in 1929. A ceremony was held at Crescent Lake Park with more than 2,000 persons in attendance and a granite block with a bronze tablet was unveiled at the ceremony. The granite block weighed approximately 1,500 pounds. The monument was to be an exact counterpart of the Eddie Grant memorial at the Polo grounds in New York. The monument currently stands outside the former clubhouse. The bronze tablet honoring Miller Huggins reads:

“As a memorial and tribute to an outstanding sportsman and splendid character, who as a Manager of the New York Yankees and resident of this city contributed to its fame and the betterment of baseball, the citizens of St. Petersburg dedicate this ground, which forever shall be known as Miller Huggins Field.”

In 1946, the City of St. Petersburg constructed a replacement for the aging Waterfront Park. The new ballpark was named in honor of Al Lang. Al Lang Field opened in March 1947. The Yankees would hold their home spring training games to Al Lang Field, but continue their practice sessions at Huggins-Stengel Field. The Yankees shared Al Lang Field with the St. Louis Cardinals, the other team in St. Petersburg at the time.
Since 1925, there were only a few years that the Yankees did not train at Huggins-Stengel Field. The Yankees did not train in St. Petersburg from 1943-1945 due to war-time travel restrictions. Then in 1951, the New York Yankees and the New York Giants swapped training sites with the Yankees going to Phoenix and the Giants training at Huggins-Stengel Field. The Giants became the first team other than the Yankees to train at Huggins-Stengel Field.
In 1959, a new $29,300 clubhouse (100' x 49') was slated to be built and completed by the beginning of spring training in 1960. The clubhouse would replace the original clubhouse, which at the time of construction was still standing at the entrance to the field situated at 5th St. N. and 13th Ave. N. The new clubhouse was located opposite of right field.

Al Lang passed away in 1960. Before Al Lang moved to Florida in 1910, there were no major league teams on the west coast. He changed the course of St. Petersburg's history by pursuing his goal of bringing major league baseball teams to St. Petersburg. St. Petersburg greatly benefited from the efforts of the man known as St. Petersburg's "ambassador of baseball."

In February 1961 news broke of the Yankees moving from St. Petersburg to Ft. Lauderdale. At the time, there had been segregation related housing issues for players training in St. Petersburg. However, another issue in keeping the Yankees in St. Petersburg were the dated facilities. Plus, Al Lang Field was shared with another team. The facilities in St. Petersburg could not compare to what Ft. Lauderdale promised – a new modern 8,000 seat stadium including air-conditioned clubhouse and offices with desegregated housing for players. The spring training season of 1961 would mark the end of an era of the Yankees in St. Petersburg. After 36 years, the Yankees left St. Petersburg for new facilities in Ft. Lauderdale. The Yankees won a total of 17 World Championship titles in the years they trained at Huggins-Stengel Field.

In 1962, a new expansion team, the New York Mets, would call Huggins-Stengel Field home for spring training. Also, a person well-known in St. Petersburg would come out of retirement and become the first manager for the Mets, Casey Stengel. Casey Stengel was the manager of the Yankees from 1949 through 1960. During Stengel’s tenure, the Yankees won 10 pennants and 7 World Championships.

In 1962, a group of city officials and civic leaders wanted to pay tribute to Casey Stengel by changing the name of Huggins Field to Casey Stengel Field. A resolution was passed by the City of St. Petersburg city council. On August 25, 1962, a formal presentation was made in a ceremony prior to a Mets-Dodgers game at Polo Grounds. There was opposition to the name change and in January 1963 the Chamber of Commerce's baseball committee endorsed a combined name, Huggins-Stengel Field. On February 21, 1963 the field was renamed Huggins-Stengel Field. In August 1963, a
tablet on a granite block, similar to the one dedicated in 1930 to Miller Huggins, was erected at Huggins-Stengel Field honoring Casey Stengel. The plaque reads:

“That's All Right, Case; We Still Think You're Tops

"One of baseball's most popular and widely known figures who, as manager of the New York Yankees, won ten American League pennants in 12 years, helping to make the Sunshine City the spring training capital of the world and who now has returned as manager of the New York Mets, this plaque is gratefully and affectionately dedicated."

Figure 9 Photo of baseball historian Fred Lieb, who along with J. Roy Stockton, wrote the inscription. St. Petersburg Times. 18 August 1963

The New York Mets trained at Huggins-Stengel Field through the 1987 season, playing their home games at Al Lang Field (later Al Lang Stadium). During the time they trained in St. Petersburg, the New York Mets won the World Series twice - in 1969 and 1986. From 1992-1995 the Baltimore Orioles trained at Huggins-Stengel Field. The team had three one-year options to play games at Al Lang Stadium and practice at Huggins-Stengel Field. At the time, the Orioles were seeking a long-term spring training home, which they found in Ft. Lauderdale in 1996.

In 1997, city council approved a 10-year lease agreement turning over management of Huggins-Stengel Field, Al Lang Stadium, and the former Busch complex to the Devil Rays. The Devil Rays did not end up using Huggins-Stengel Field much for practice because they had other practice fields. As a result, in late 1999 the Devil Rays returned Huggins-Stengel Field to the city. While Huggins-Stengel Field was in the Rays' control, improvements were made to the clubhouse, the backstop was replaced, and the irrigation system was repaired.

In 2003, the 1960 Huggins-Stengel clubhouse underwent $230,000 in renovations to make offices and a meeting room. The building is now home to the City of St. Petersburg's Teen Arts, Sports, and Cultural Opportunities program, which began in the 1980's. During the renovations, the monuments to Miller Huggins and Casey Stengel were moved from the vicinity of the right field dugout to the front of the clubhouse.
In 2008, the era of spring training in the City of St. Petersburg came to an end after 94 years. On March 28, 2008, the final spring game in the City of St. Petersburg was held at Al Lang Field with the Rays vs. Reds. During this 94-year span, with the exception of a few years during World War II, 9 major league baseball teams called St. Petersburg home for spring training:

<table>
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<tr>
<th>Team</th>
<th>Years</th>
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<td>St. Louis Browns</td>
<td>1914</td>
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<tr>
<td>Philadelphia Phillies</td>
<td>1915-1918</td>
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<tr>
<td>Boston Braves</td>
<td>1922-1937</td>
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<tr>
<td>St. Louis Cardinals</td>
<td>1938-1942, 1946-1997</td>
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<tr>
<td>New York Giants</td>
<td>1951</td>
</tr>
<tr>
<td>New York Mets</td>
<td>1962-1987</td>
</tr>
<tr>
<td>Baltimore Orioles</td>
<td>1993-1995</td>
</tr>
<tr>
<td>Tampa Bay Rays</td>
<td>1998-2008</td>
</tr>
</tbody>
</table>

The historic ball fields in St. Petersburg are mostly gone. Sunshine Field/Coffee Pot Bayou Park was cut into building lots prior to Waterfront Park being built. Waterfront Park was replaced by Al Lang Field, now home to the Rowdies of the United Soccer League.

However, there is still one ball field in St. Petersburg built for baseball greats from a time long ago. It continues to be open to local schools such as St. Petersburg High School and other groups. The only visible and tangible reminders of its rich history are the monuments to Miller Huggins and Casey Stengel, some memorabilia contained in the old renovated clubhouse, and the unassuming historic baseball field sitting quietly in the Crescent Lake neighborhood known as "Huggins-Stengel Field."
Bibliography


"Big Papers Write of Sunshine City." *St. Petersburg Times*. 4 November 1914.

"Boston Paper Hails City Ideal Place for Ball Team." *St. Petersburg Times*. 24 December 1921.

Bothwell, Dick. "After 23 Years, Crescent Lake Park Finally Nears Completion." *St. Petersburg Times*. 22 April 1951.


City of St. Petersburg. Property Card. 1320 5th Street North. Form on file, City of St. Petersburg, Building and Permitting Department.


"Huggins Field Dedicated to Late Manager." St. Petersburg Times. 14 March 1931.


Lieb, Fred G. "Al Lang Closes Big Deal New York Scribes Happy." St. Petersburg Times. 8 July 1924.


"N.Y. Giants to Consider Plan to Train Here." St. Petersburg Times. 11 January 1919.


St. Petersburg Landmark Designation Application
Name of Property  Huggins-Stengel Field
Continuation Section


Reed, Ralph. “New Park Formed at Crescent Lake.” St. Petersburg Times. 12 October 1924.


“Shuffle Board Players Given New Clubhouse.” St. Petersburg Times. 27 October 1926.


“Two Major League Clubs Train Here Next Spring.” St. Petersburg Times. 28 June 1924.

https://sabr.org/research/spring-training-st-petersburg-its-beginnings-and-phillies-experience-1915#footnoteref146_2q0qn96

"Will It Change Their Luck?" St. Petersburg Times. 9 February 1960.


Additional photographs:

-St. Petersburg Times, 2 March 1925.
AFTER ANOTHER PENNANT

Meet the New York Yankees in their training camp at Crescent Lake Park. American League champions last year and strong favorites to repeat this season. Introducing, back row from left to right—Lazzeri, Durocher, Grubowski, Girard, Johnson, Munell, Combs, Gehrig, Wiills, Farrell, Williams, Pilgrims, Cy Moore, Pfeiffer, V. Davis, Hoyt, Chesterfield, Beall, Collins, Reuther, Ruhl, Dutton, Crichton and Thimas. Front row from left to right—Koeling, Moeherati, Adams, Pascalin, Wern, Ciccarelli (top), O’Leary (outfield); Huggins, manager; L. Davis (catcher), Art Fletcher, catcher, Funk, Gazella, Shawkey (top), Phillips, Shocker, Henggeler, Nein (scout), Doc Woods (trainer), and Eddie Bennett (mascot). Photo by Ray Williams

St. Petersburg Times, 2 March 1937

SPRING TRAINING STARTS HERE—When the World Champions New York Yankees trotted out on Miller Huggins field, Crescent Lake, for their initial practice yesterday, 33-year-old “Peanut-Eye” Tony Lazzeri (at bat) showed no suspicion of mid-age which sport writers annually predict will remove him from major league ranks. The Yankee second baseman is shown here a record after lashing the ball to the general direction of the lake during batting practice. The Yankees train daily at the memorial field while the Boston Bees, under Manager Bill McKechnie, are drilling at Waterfront Park. St. Petersburg is the only city in the nation to be spring training camp for two major league teams. (Additional details on sports pages.)

St. Petersburg Times, 2 March 1937
St. Petersburg Landmark Designation Application
Name of Property: Huggins-Stengel Field
Continuation Section

Babe Ruth at Crescent Lake Field 1933, St. Petersburg Museum of History, Photo P01894


St. Petersburg Times. 2 March 1949.
"World Champion Yanks Launch Prospect School."
*St. Petersburg Times*. 3 February 1954.
St. Petersburg Landmark Designation Application
Name of Property: Huggins-Stengel Field
Continuation Section

Current photographs of Huggins-Stengel Field (taken April 21, 2018):

Monuments to Casey Stengel and Miller Huggins in front of clubhouse

Entrance to field
Huggins-Stengel Field view from home plate

Huggins-Stengel Field view southeast towards Water Tower showing dugouts
Dugout by entrance to field (by first base side)

Dugout west of Water Tower (by third base side)
Bullpen in the foul territory by third base

Bullpen in the foul territory by first base
Aerial view of Huggins-Stengel Field via Google Maps.
Crescent Lake Neighborhood Plan

St. Petersburg, FL

prepared by: The Florida Center for Community Design + Research, June 1994
CHARACTER AND IDENTITY ELEMENT

The goal of this section of the plan is to identify existing elements that contribute to the overall character of Crescent Lake Neighborhood and promote the development of new projects and programs that will preserve the neighborhood's character and strengthen its identity. Within each element is a more detailed description of the character of that aspect of the neighborhood.

The Planning Committee has identified the following existing physical characteristics as assets which contribute significantly to the Neighborhood's character:

1. Commercial corridors along east and west boundaries.
2. Crescent Lake Park (including Huggins Stengel Field and the water tower) ringed by residential properties.
3. Compact 50' x 120' lots.
4. Diversity of architectural styles.
5. Diversity of housing types, sizes, and costs.
6. Diversity in age groups and household types.
7. Largely developed from 1920's to 1950's.
8. Common physical elements:
   a. Hexagon block sidewalks
   b. Granite curbing
   c. Brick streets
   d. Service alleys

Issues

1. Identify the predominate physical characteristics and landmarks of the neighborhood and encourage their preservation.
2. Develop projects and programs which serve to strengthen the identity of the neighborhood.
4. Adopt actions and policies which serve to maintain the architectural character of the neighborhood.

Recommendations

1. Pursue city landmark designation for Huggins Stengel Field and the water tower.
2. Maintain the neighborhood logo street signs.
3. Implement a project of distinctive neighborhood logo and address tiles.
4. Produce commemorative tiles and give to owners of neighborhood landmarks.
5. Stamp neighborhood logo in sidewalks at intersection of 4th Street and 12th Avenue North; 4th Street and 22nd Avenue North; Dr. M.L. King Street and 12th Avenue North; and Dr. M.L. King Street and 22nd Avenue North.
6. Designate neighborhood plant or plants and encourage their cultivation throughout the neighborhood.
The below schedule has been developed for the implementation of the plan's specific improvement projects and contemplates an approximate four year implementation period. It was developed based upon the assumption of the passage of a Crescent Lake Dependent District, which would consist of a one-time $35.00 assessment against each of the approximately 500 properties in the neighborhood. This process has been used in the North Shore and Uptown neighborhoods to fund improvement projects within those neighborhoods. In order to create the Crescent Lake Dependent District the city will hold a special referendum with a ballot mailed to each property owner within the neighborhood. If approved, by referendum, the Crescent Lake Dependent District would then require the approval of City Council. It is anticipated that the referendum would be held in the Spring of 1995, and if approved, that the money would be available beginning in 1996.

If the referendum fails, a revised schedule will need to be developed which will entail a longer period of implementation. Under this schedule the neighborhood would attempt to implement the improvement projects mainly through the annual Great Neighborhood Partnership Grants.

A. Priority 1 Projects

1. Improve the Huggins Stengel clubhouse for use as a neighborhood meeting room.
2. Install an appropriately sized fountain, similar to the one in Mirror Lake, in the center of Crescent Lake.
3. Install four "Bicyclists Give Way to pedestrians" signs along the walkway encircling Crescent Lake.
4. Implement a project of distinctive neighborhood logo and address tiles.
5. Produce commemorative tiles and give to owners of neighborhood landmarks.
6. Research automobile speed along 5th Street and 7th Street and implement, as necessary, traffic calming devices to ensure pedestrian safety crossing to and from the park.
7. Rename 7th Street "Crescent Lake Drive" from 12th Avenue North to 22nd Avenue North.

B. Priority 2 Projects

1. Enhance the neighborhood gateways at 5th Street and 22nd Avenue North, 7th Street and 12th Avenue North, and 7th Street and 22nd Avenue North.
2. Pursue city landmark designation for Huggins Stengel Field and the water tower.
3. Enhance pedestrian safety at the 22nd Avenue North and 7th Street intersection by installing pedestrian crossing signs and/or painted crosswalk.
4. Upgrade existing culverts draining into and out of Crescent Lake to filter large refuse and remove oil and petroleum based fluids.
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<td>OBSERVATION DECKS (2)</td>
<td>$2,000</td>
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<td>($3,000 EA)</td>
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<tr>
<td><strong>FOUNTAIN FOR LAKE</strong></td>
<td>$2,500</td>
<td>$11,500</td>
<td>1995</td>
</tr>
<tr>
<td>&quot;BICYCLISTS GIVE WAY&quot; SIGNS (4)</td>
<td>$0</td>
<td>$500</td>
<td>1995</td>
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<td><strong>TOTAL</strong></td>
<td>$17,500</td>
<td>$39,300</td>
<td>$56,800</td>
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</tbody>
</table>

* City Fees to be waived.
** Funded by Crescent Lake Dependent District.
*** Funded by individual property owners.
**** Costs to be determined.
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving an increase in the allocation of a three-year blanket purchase agreement with Morelli Landscaping, Inc., for landscape services for rights-of-way and public facilities, in the amount of $950,000, for a total contract amount of $9,850,000.

Explanation: On February 20, 2014, City Council awarded a three-year blanket purchase agreement to Morelli Landscaping Inc., at an estimated first-year cost of $1,500,000, for landscape projects. On December 18, 2014, and April 21, 2016, respectively, City Council approved increases in allocations of $1,500,000 for landscape projects. On June 2, 2016, City Council approved a $900,000 increase in allocation for the Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) program funding received from the FDOT. On December 14, 2017, City Council approved the final renewal of the agreement through March 31, 2019, with an increase in allocation of $3,500,000 for citywide tree planting and landscape projects.

The vendor provides landscape contractor services for public facilities and rights-of-way. Projects include streetscape and highway beautification on city, county and State of Florida Department of Transportation (FDOT) rights-of-ways, traffic calming project landscapes, multi-use trail project landscapes, bridge landscapes, park landscapes, City facility landscaping for public buildings and the citywide tree planting program.

FDOT right-of-way projects include major highway landscape projects planned for state highways in the city and are fully funded by District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreements (HLRMOA) between the City and the FDOT. The FY19 FDOT HLRMOA funded projects are portions of the Interstate 275 (SR 93) / 26th Avenue S. Interchange, 34th Street/US Alt. 19 (SR 55) and Tyrone Boulevard (SR 595). The total annual reimbursement amount of $950,000 for the three FY19 FDOT projects listed above is to be approved by City Council on October 18, 2018.

The Procurement Department, in cooperation with the Engineering and Capital Improvements Department, requests an increase in allocation:

<table>
<thead>
<tr>
<th>Original contract sum</th>
<th>$1,500,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st allocation increase, December 18, 2014</td>
<td>1,500,000.00</td>
</tr>
<tr>
<td>2nd allocation increase, April 21, 2016</td>
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<tr>
<td>3rd allocation increase, June 2, 2016</td>
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<tr>
<td>Final renewal, December 14, 2017</td>
<td>3,500,000.00</td>
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<tr>
<td>4th allocation increase, October 18, 2018</td>
<td>950,000.00</td>
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<tr>
<td>Total contract amount</td>
<td>$9,850,000.00</td>
</tr>
</tbody>
</table>

Cost/Funding/Assessment Information: Funding has been previously appropriated in the General Capital Improvements Fund (3001), General Fund (0001), Weeki Wachee Capital Improvement Fund (3041), Citywide Infrastructure Capital Improvement Fund (3027), and Recreation & Culture Capital Improvement Fund (3029).

Attachments: Maps (3 pages)
Resolution

Approvals:
FDOT HLRMOA 19-3 SR 93 (I-275)
26th Ave S interchange
FPID 444059-1-58-01
A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $950,000 TO THE ALLOCATION FOR THE BLANKET PURCHASE AGREEMENT WITH MORELLI LANDSCAPING, INC., AS RENEWED, FOR LANDSCAPE SERVICES FOR RIGHTS OF WAY AND PUBLIC FACILITIES; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $9,850,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 20, 2014, City Council approved a three-year blanket purchase agreement ("Agreement") with Morelli Landscaping, Inc. with two one-year renewal options for Morelli Landscaping Inc. to provide landscape services for rights of way and public facilities; and

WHEREAS, on December 18, 2014, April 21, 2016 and June 2, 2016, City Council approved increases to the allocation for the Agreement in the collective amount of $3,900,000; and

WHEREAS, on February 9, 2017, Administration approved the first renewal option to extend the term with no increase in the contract price; and

WHEREAS, on December 14, 2017 City Council approved the final renewal option and an increase to the contract amount in the amount of $3,500,000 for this renewal term; and,

WHEREAS, an additional increase to the allocation for the Agreement, as renewed, in the amount of $950,000 is necessary to accommodate three new projects in Fiscal Year 2019; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Engineering and Capital Improvements Departments, 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 $950,000 to the allocation for the Blanket Purchase Agreement, with Morelli Landscaping, Inc., as renewed, for landscape services for rights of way and public facilities is hereby approved;

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $9,850,000.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

City Attorney (Designee)

00403419
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving an increase in allocation for electrical maintenance and repairs, with Tri-City Electrical Contractors, Inc. and Riley Electric Co., Inc., in the amount of $300,000 for a total contract amount of $1,850,000.

Explanation: On July 10, 2014, City Council approved three-year agreements for electrical maintenance and repairs. The agreements have a one, two-year renewal option. On August 25, 2016, and June 7, 2018, respectively, City Council approved allocation increases in the amounts of $290,000 and $260,000 for unanticipated repairs. On May 18, 2017, City Council approved the final renewal through July 31, 2019. Repair requirements have increased significantly since the renewal due to replacements of athletic field lighting, unforeseen repairs after Hurricane Irma, and other upgrades and repairs of aging electrical systems. Therefore, an increase in allocation is requested.

The vendors provide all labor, material and equipment for electrical maintenance and repairs. Services include maintenance and repair of lighting in buildings, parks, parking lots, outdoor athletic fields and the Albert Whitted Airport airfield. In addition, the vendors install and/or repair electrical service circuit breaker panels and industrial-process, control-type electrical circuits; and maintain high voltage electrical systems. The vendors also provide emergency services to restore power to facilities in the event of an outage. The primary users of these services are Parks and Recreation, Downtown Enterprise Facilities, the Libraries, Fire & Rescue, Sanitation, Real Estate & Property Management, and Fleet Maintenance departments.

The Procurement Department recommends approval:

<table>
<thead>
<tr>
<th>Electrical Services, Maintenance and Repairs</th>
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<tr>
<td>Original agreement amount</td>
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<td>Allocation increase No. 1</td>
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<tr>
<td>Final renewal</td>
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<td>Allocation increase No. 2</td>
<td>260,000</td>
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<tr>
<td>Allocation increase No. 3</td>
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<tr>
<td>Total contract amount</td>
<td>$1,850,000</td>
</tr>
</tbody>
</table>

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation & Culture Capital Fund (3029), General Fund (0001), Marina Operating Fund (4041), Sanitation Operating Fund (4021), Fleet Management Fund (5001), Sunken Gardens Fund (1207), Marina Capital Improvement Fund (4043), Municipal Office Buildings Fund (5005), Emergency Medical Services Fund (1009), Golf Course Operating Fund (4061), Port Operating Fund (4091), City Facilities Capital Improvements Fund (3031), Water Resources Fund (4001), Jamestown Complex Fund (4081), Water Resource Capital Project Fund (4003), Technology Services Fund (5011), Parking Revenue Fund (1021), Transportation Improvement Fund (3071), Airport Operating Fund (4031), Technology and Infrastructure Fund (5019), General Capital Improvements Fund (3001), Coliseum Operating Fund (1205), Neighborhood and Citywide Infrastructure Fund (3027) and Supply Management Fund (5031).

Attachments: Bid Tabulation Resolution

Approvals: [Signature] Administrative [Signature] Budget
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<tr>
<th>Item No.</th>
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<th>Days</th>
<th>Hours</th>
<th>Rate per Hour</th>
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<td></td>
<td><strong>electrical Engineering Enterprises, Inc.</strong></td>
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<td>8:00 am - 5:00 pm</td>
<td>$60.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Monday - Friday</td>
<td>5:01 pm - 7:59 am</td>
<td>$90.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>8:00 am - 5:00 pm</td>
<td>$90.00</td>
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<tr>
<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>5:01 pm - 7:59 am</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Electrician's Helper/Apprentice</td>
<td>Monday - Friday</td>
<td>8:00 am - 5:00 pm</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Monday - Friday</td>
<td>5:01 pm - 7:59 am</td>
<td>$75.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
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<td>5:01 pm - 7:59 am</td>
<td>$75.00</td>
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<tr>
<td>3</td>
<td>Airfield and Port Lighting for the Albert Whitted Airport and Cruise Port</td>
<td>Monday - Friday</td>
<td>8:00 am - 5:00 pm</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Monday - Friday</td>
<td>5:01 pm - 7:59 am</td>
<td>$90.00</td>
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<td></td>
<td>Weekends &amp; Holidays</td>
<td>8:00 am - 5:00 pm</td>
<td>$90.00</td>
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<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>5:01 pm - 7:59 am</td>
<td>$90.00</td>
</tr>
<tr>
<td>4</td>
<td>Electrician's Helper/Apprentice</td>
<td>Monday - Friday</td>
<td>8:00 am - 5:00 pm</td>
<td>$50.00</td>
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<tr>
<td></td>
<td></td>
<td>Monday - Friday</td>
<td>5:01 pm - 7:59 am</td>
<td>$75.00</td>
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<td></td>
<td>Weekends &amp; Holidays</td>
<td>8:00 am - 5:00 pm</td>
<td>$75.00</td>
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<tr>
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<td></td>
<td>Weekends &amp; Holidays</td>
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<td>$75.00</td>
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<td>5</td>
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<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>8:00 am - 5:00 pm</td>
<td>$90.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>5:01 pm - 7:59 am</td>
<td>$90.00</td>
</tr>
<tr>
<td>6</td>
<td>Electrician's Helper/Apprentice</td>
<td>Monday - Friday</td>
<td>8:00 am - 5:00 pm</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Monday - Friday</td>
<td>5:01 pm - 7:59 am</td>
<td>$75.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>8:00 am - 5:00 pm</td>
<td>$75.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>5:01 pm - 7:59 am</td>
<td>$75.00</td>
</tr>
<tr>
<td>7</td>
<td>Licensed Journeyman Electrician</td>
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<td>8:00 am - 5:00 pm</td>
<td>$50.00</td>
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<td></td>
<td>Monday - Friday</td>
<td>5:01 pm - 7:59 am</td>
<td>$90.00</td>
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<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>8:00 am - 5:00 pm</td>
<td>$90.00</td>
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<tr>
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<td></td>
<td>Weekends &amp; Holidays</td>
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<td>$90.00</td>
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<tr>
<td>8</td>
<td>Electrician's Helper/Apprentice</td>
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</tr>
<tr>
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<td>Monday - Friday</td>
<td>5:01 pm - 7:59 am</td>
<td>$75.00</td>
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<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>8:00 am - 5:00 pm</td>
<td>$75.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>5:01 pm - 7:59 am</td>
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<tr>
<td>9</td>
<td>Aerial (Bucket) Truck, 50' with Operator</td>
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<td></td>
<td></td>
<td>Monday - Friday</td>
<td>5:01 pm - 7:59 am</td>
<td>$120.00</td>
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<td></td>
<td></td>
<td>Weekends &amp; Holidays</td>
<td>8:00 am - 5:00 pm</td>
<td>$120.00</td>
</tr>
<tr>
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<td>Weekends &amp; Holidays</td>
<td>5:01 pm - 7:59 am</td>
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<td>10</td>
<td>Line (Pole-Setting) Boom Truck with Operator</td>
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<td></td>
<td>Monday - Friday</td>
<td>5:01 pm - 7:59 am</td>
<td>$120.00</td>
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<td></td>
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<td>Weekends &amp; Holidays</td>
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<td></td>
<td>Weekends &amp; Holidays</td>
<td>5:01 pm - 7:59 am</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

**Award Pending**

| Total:  | $3,300.00   | $2,500.00   | $2,789.00

**SBE Discount:**

| N/A     | N/A         | N/A         |

**Total w/Discount:**

| $3,300.00 | $2,400.00   | $2,789.00   |
A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $300,000 TO THE ALLOCATION FOR THE AGREEMENTS WITH TRI-CITY ELECTRICAL CONTRACTORS, INC. AND RILEY ELECTRIC CO., FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES; PROVIDING THAT THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $1,850,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 10, 2014, City Council approved three-year agreements ("Agreements") with Tri-City Electrical Contractors, Inc. and Riley Electric Co., for electrical maintenance and repair services for Engineering & Capital Improvements, Downtown Enterprise Facilities, Fire, Sanitation, Real Estate & Property Management and Fleet Maintenance Departments ("Departments"); and

WHEREAS, on August 25, 2016, City Council approved an increase in the amount of $290,000 to the allocation for the Agreements due to unanticipated repairs; and

WHEREAS, on May 18, 2017, City Council approved the two-year renewal option to the Agreements, which extended the term of the Agreements to July 31, 2019; and

WHEREAS, on June 7, 2018, City Council approved an increase in the amount of $260,000 to the allocation for the Agreements due to a higher volume of electrical repairs as a result of Hurricane Irma; and

WHEREAS, an additional increase in the amount of $300,000 to the allocation for the Agreements is necessary due to a significant increase in electrical repair requirements; including replacement of athletic field lighting, unforeseen repairs after Hurricane Irma, and other upgrades and repairs of aging electrical systems.

WHEREAS, the Procurement & Supply Management Department in cooperation with the Departments 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 $300,000 to the allocation for the Agreements with Tri-City Electrical Contractors, Inc. and Riley Electric Co., for electrical maintenance and repair services is hereby approved.

BE IT FURTHER RESOLVED that the total amount of the above referenced Agreements shall not exceed $1,850,000.

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 content:

City Attorney (designee)

00404343
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving a five-year blanket purchase agreement with Xerox Corporation for copier leases and maintenance, at a total contract amount of $1,800,000.

Explanation: This purchase is being made from the University of South Florida Board of Trustees (USF) Contract ITN-17-16-MH.

The vendor provides approximately 104 leased copiers, with pricing based on a fixed-lease rate, cost per impression, and a managed-print service fee. All copiers will be replaced with new leases over the term of this agreement. The lease agreements include tracking of incidents, asset management, automated meter reads, reporting and detailed billing, a dedicated account operations manager, and auto supply replenishment. At the end of the lease agreements, the City has the option to: (a) renew the lease; (b) return the copier; or (c) purchase the copier as negotiated in the initial agreement.

The Xerox copiers on the University of South Florida Board of Trustees Contract ITN-17-16-MH are Energy Star compliant, utilize environmentally friendly toner and cover a broad range of volume and functionality requirements. The USF contract lease rates are based on a volume of 3,000 copiers and costs are 67% lower than standard Xerox agreements. The city will save an average of 3 percent over current costs. The managed-print services feature will provide proactive monitoring, repair and supply replenishment, dedicated customer service; efficient utilization of devices; and management reporting. In addition, the service features consolidate invoicing and billing, which will improve process efficiency over the current billing method by department and device.

The Procurement Department recommends utilizing the University of South Florida Board of Trustees Contract ITN-17-16-MH:

Xerox Corporation (Norwalk, CT).................................$1,800,000
(Five-years @ $360,000 per year)

Xerox Corporation has met the specifications, terms and conditions of University of South Florida Board of Trustees Contract ITN-17-16-MH, dated May 4, 2018. This purchase is made in accordance with Section 2-256(2) of the Procurement Code, which authorizes the Mayor, or his designee, to utilize competitively bid contracts of other governmental entities.

A blanket purchase agreement will be issued to the supplier and will be binding only for the actual services provided. The agreement will be effective from date of approval through May 4, 2023.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the FY 19 Budget in the respective funds for each user department.

Attachments: Xerox Equipment by Location (2 pages) Resolution

Approvals: Administrative Budget
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## Projected Requirements

988-26 Copiers; Lease, Rental and Maintenance

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<thead>
<tr>
<th>Serial</th>
<th>Current Model</th>
<th>Location</th>
<th>Current Lease Amount ($/mo)</th>
<th>Current Lease Term End Date</th>
<th>Proposed Model</th>
<th>Proposed Lease Amount ($/mo)</th>
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<td>XKK014685</td>
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<td>XKK402074</td>
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<td>WC6605DN</td>
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$15,652.80

Please note: Lease costs do not include click rates
Resolution No. 2018-

A RESOLUTION APPROVING THE AWARD OF A FIVE-YEAR BLANKET PURCHASE AGREEMENT WITH TWO ONE-YEAR RENEWAL OPTIONS TO XEROX CORPORATION FOR COPIER LEASE AND MAINTENANCE SERVICES AT AN ESTIMATED ANNUAL COST OF $360,000; FOR A TOTAL FIVE-YEAR CONTRACT AMOUNT NOT TO EXCEED $1,800,000 UTILIZING THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES (USF) CONTRACT ITN-17-16-MH; 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 copier lease and maintenance services for approximately 104 copiers which will be replaced with new leases over the term of the agreement and at the end of the term, will have the option to a) renew the lease; b) return the copier; or c) purchase the copier as negotiated in the initial agreement; 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, Xerox Corporation has met the specifications, terms and conditions of the University of South Florida Board of Trustees (USF) Contract ITN-17-16-MH; 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 award of a five-year blanket purchase agreement with two one-year renewal options to Xerox Corporation for copier lease and maintenance services at an estimated annual cost of $360,000; for a total five-year contract amount not to exceed $1,800,000 utilizing the University of South Florida Board of Trustees (USF) Contract ITN-17-16-MH is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)

00404111
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Approving a three-year blanket purchase agreement with Zimmer Equipment, Inc. for yard waste transport services for the Sanitation Department, at a total contract amount of $640,000.

Explanation: The Procurement Department received one bid for yard waste transport services; the bid was opened on July 31, 2018.

The vendor will transport approximately 40,000 tons of yard waste from the Lake Maggiore site and distribute it to various privately-owned sites designated by the City under separate agreement. Lake Maggiore accepts brush collection from five City brush sites along with brush delivered from the Parks and Stormwater departments. In addition, the vendor may provide transport and redistribution of brush from storm debris in the event of a natural disaster, such as a hurricane.

The Procurement Department, in cooperation with the Sanitation Department, recommends an award to:

Zimmer Equipment, Inc. (Tampa) ...............................................................$640,000
(Three-years @ $214,000 per year)

Zimmer Equipment, Inc., the only bidder, has met the requirements of IFB No. 6977 dated July 6, 2018. They have successfully performed these services for the City in the past. This agreement will be effective from November 1, 2018 through October 31, 2021, with one, two-year renewal option. A blanket purchase agreement will be issued and will be binding only for actual services rendered.

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

Attachment: Bid Tabulation
Resolution

Approvals:

[Signatures]
Administrative

[Signature]  Budget

10.2.18
**Bid Tabulation**

Procurement and Supply Management

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**Item No.** **Description** | **EAU** | **UOM** | **Price** | **Extended Price**
--- | --- | --- | --- | ---
1 | Zone 1 - One Way, 1-10 miles | 1 | MILE | $8.50 | $8.50
2 | Zone 2 - One Way, 11-20 miles | 1 | MILE | 8.50 | 8.50
3 | Zone 3 - One Way, 21-30 miles | 1 | MILE | 7.65 | 7.65
4 | Zone 4 - One Way, 31-40 miles | 1 | MILE | 5.78 | 5.78
5 | Zone 5 - One Way, 41-50 miles | 1 | MILE | 6.05 | 302,500.00
6 | Zone 6 - One Way, 51-60 miles | 1 | MILE | 5.10 | 255,000.00
7 | Zone 7 - One Way, 61-70 miles | 1 | MILE | 5.00 | 5.00
8 | Zone 8 - One Way, 71-80 miles | 1 | MILE | 5.00 | 5.00
9 | Zone 9 - One Way, 81-90 miles | 1 | MILE | 5.00 | 5.00
10 | Zone 10 - One Way, 91-100 miles | 1 | MILE | 5.00 | 5.00
11 | Zone 11 - One Way, 101-150 miles | 1 | MILE | 5.00 | 5.00
12 | Zone 12 - One Way, 151-200 miles | 1 | MILE | 5.00 | 5.00

Subtotal: $557,560.43

Payment Discount: 11,151.21

Total: $546,409.22

---

a. Percent and amount of hourly rate for diesel costs: 26% 1.45

b. Percent and amount of hourly rate for labor costs: 74% 4.13

(Both added together shall equal 100%)

---

Awarded
A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION TO ZIMMER EQUIPMENT, INC. FOR YARD WASTE TRANSPORT SERVICES FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $640,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received one (1) bid for yard waste transport services for the Sanitation Department pursuant to IFB No. 6977 dated July 6, 2018; and

WHEREAS, Zimmer Equipment, Inc. has met the specifications, terms and conditions of IFB No. 6977; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of a three-year agreement with one-two year renewal option to Zimmer Equipment, Inc. for yard waste transport services for a total contract amount not to exceed $640,000 for the initial term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

APPROVAL:

City Attorney (designee)

00402681
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Accepting a proposal from Eco-Land Design, LLC for outdoor water conservation irrigation evaluation services for the Water Resources Department, for a three-year contract amount of $160,000.

Explanation: The Procurement Department received one proposal for outdoor water conservation irrigation evaluation services, from Eco-Land Design, LLC.

The proposal was evaluated by the Water Conservation Coordinator Chris Claus.

The proposal was evaluated based on the following criteria:

- Qualification and background of firm
- Qualification and experience of staff
- Capacity to accomplish the work
- Past performance on similar contracts
- Cost

The vendor will provide outdoor water conservation irrigation evaluation services for the City’s Sensible Sprinkling Program (Program). The vendor will provide in-ground irrigation evaluation to residential, multi-family, and commercial users of potable, private well and reclaimed water.

The purpose of the program is to determine efficiency, make site-specific recommendations and detail appropriate modifications to enhance efficiency. The program also includes installation of rain sensor devices provided by the City, and follow-up evaluations for 10 percent of program participants to determine if suggested modifications were implemented.

The Procurement Department, in cooperation with the Water Resources Department, recommends award to:

Eco-Land Design, LLC (Tampa) .................................................................$160,000

Eco-Land Design, LLC has met the specifications, terms and conditions of RFP No. 6967, dated July 6, 2018. The company is headquartered in Tampa, and has been in business since 2010. It has satisfactorily provided these services for the City in the past. This agreement will be effective through October 31, 2021, with one two-year renewal option. A blanket purchase agreement will be issued and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001), Water Conservation Administration (4202133).

Attachments: Technical Evaluation (2 pages)
Resolution

Approvals:

[Signatures for Administrative and Budget]
Summary Work Statement

The City received one proposal for RFP No. 6967, Irrigation Evaluation Program Management Services. The successful offeror(s) will implement and service an outdoor water conservation irrigation evaluation project referred to as the Sensible Sprinkling Program (“Program”).

The one proposal was received from:

1. Eco-Land Design, LLC

Evaluation Committee

The evaluation of the one proposal was conducted by:

Chris Claus, Water Conservation Coordinator, Water Resources Department

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Qualification and background of firm
- Qualification and experience of staff
- Capacity to accomplish the work
- Past performance on similar contracts
- Cost/Price

Offeror Profile

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

Eco-Land Design, LLC. is headquartered in Tampa, and was established in 2010 as a Limited Liability Company. The firm has been providing this service for 27 years and has one employee. Its strengths include: They have successfully provided these services for other municipalities, to include Hernando County, Citrus County, and Marion County; the owner is a certified irrigation system auditor and a registered landscape architect; they are providing this service with no sub-consultants; and they are certified Small Business Enterprise with city of St. Petersburg.

Weaknesses include: There were no weaknesses for this proposal.

The proposal exceeded the City’s requirements.

Recommendation for Award

On August 7, 2018, Eco-Land was recommended for the Irrigation Evaluation Program Management Services. The company has met the requirements of RFP No. 6967 and the offeror was determined to be the most advantageous to the City, taking into consideration the cost, history with the City, and the evaluation criteria set forth in the RFP.
Eco-Land Design, LLC was selected for the following reasons:

- They have extensive experience with irrigation programs.
- They successfully provide these services for other municipalities.
- Their experience providing irrigation system design, installation, evaluation and maintenance.

Chris Claus
A RESOLUTION ACCEPTING A PROPOSAL AND APPROVING A THREE-YEAR AGREEMENT WITH ONE TWO-YEAR RENEWAL OPTION TO ECO-LAND DESIGN, LLC FOR OUTDOOR WATER CONSERVATION IRRIGATION EVALUATION SERVICES FOR THE WATER RESOURCES DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $160,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received one proposal for outdoor water conservation irrigation evaluation services pursuant to RFP No. 6967 dated July 6, 2018; and

WHEREAS, the Water Conservation Coordinator, Chris Claus, evaluated the proposal and selected Eco-Land Design, LLC to provide outdoor water conservation irrigation evaluation services for the City’s Sensible Sprinkling Program and in-ground irrigation evaluation to residential, multi-family, and commercial users to potable, private well and reclaimed water; and

WHEREAS, Eco-Land Design, LLC meets the terms and conditions of RFP No. 6967; 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 proposal is hereby accepted and the award of a three-year agreement with one two-year renewal option to Eco-Land Design, LLC for outdoor water conservation irrigation evaluation services for the Water Resources Department for a total contract amount not to exceed $160,000 for the initial term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)

00403445
To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council

Subject: Awarding contracts to Raftelis Financial Consultants, Inc., and Stantec Consulting Services, Inc. for Consulting Services for Rate Study and Financial Feasibility Services for the Engineering & Capital Improvements Department.

Explanation: On June 15, 2018, the City issued a Request for Qualifications, RFQ 6882, for Consulting Services for Rate Study and Financial Feasibility Services. On July 12, 2018, the City received six Statements of Qualifications (SOQs) from the following firms:

1. GAI Consultants, Inc.
2. GovRates, Inc.
3. Lourdes Licata
4. Raftelis Financial Consultants, Inc.
5. Stantec Consulting Services, Inc.
6. Willdan Financial Services, Inc.

Evaluations of the proposals were conducted by the following staff:

Brejesh Prayman, Director, Engineering & Capital Improvements
John Norris, Director, Stormwater, Pavement & Traffic Operations
Anne Fritz, Director, Finance
Elizabeth Makofske, Director, Budget & Management
Tammy Jerome, Director, Billing & Collections
John Palenchar, Director, Water Resources
Angela Miller, Public Works Services Manager, Public Works Administration

The SOQs were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Relevant project examples
- Certification as a Small, Minority, Women and Disadvantaged Business Enterprise

Three firms were invited to make oral presentations before the evaluation committee.

The firms were:

1. Raftelis Financial Consultants, Inc.
2. Stantec Consulting Services, Inc.
3. Willdan Financial Services, Inc.

On August 2, 2018, the evaluation committee considered the oral presentations, interviewed the three firms and Raftelis Financial Consultants, Inc. and Stantec Consulting Services, Inc. were recommended for award. Multiple awards are recommended to ensure availability and capacity, as well as access to the specific skillset of each of the firms.

Continued on Page 2
The consultants will provide all labor, materials and equipment to provide utility rate studies for the City's various Enterprise accounts.

The consultants' services under this agreement will be described in task orders. Each task order, after City Council approval and execution, shall become a supplement, to and a part of, the agreement. The initial term of this agreement shall commence on the execution date and remain in effect for one-year. The agreement shall automatically renew for successful one-year (1) periods unless either party sends the other a notice of non-renewal at least 30 days prior to the expiration of the current term.

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

1. Raftelis Financial Consultants, Inc.
2. Stantec Consulting Services, Inc.

Raftelis Financial Consultants, Inc. is headquartered in Charlotte, NC, employs 85 people and has been in business since 1993. Stantec Consulting Services, Inc. is headquartered in Edmonton, Canada, employs 16,615 people and has been in business since 1929. They have successfully provided similar services for multiple municipalities in Florida.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in projects and programs, and user agencies, or will be appropriated at the time a task order is approved by City Council.

**Attachments:** Technical Evaluation (4 pages)
Meeting Minutes (2 pages)
Resolution

**Approvals:**

[Signatures]
Technical Evaluation
918-46 Consulting Services for Rate Study and Financial Feasibility Services

Summary Work Statement

The City received six Statements of Qualifications (SOQs) for RFQ 6882 Consulting Services for Rate Study and Financial Feasibility Services. The successful firms will provide consulting services for roadway beautification, City parks, general engineering projects, and other projects identified in the City's Capital Improvement Program. Services will include studies, master planning, design, bid/award, general services during construction, permitting compliance, and other related services. The six qualification statements were received from:

1. GAI Consultants, Inc.
2. GovRates, Inc.
3. Lourdes Licata
4. Raftelis Financial Consultants, Inc.
5. Stantec Consulting Services, Inc.
6. Willdan Financial Services, Inc.

Evaluation Committee

Evaluations of the 6 qualification statements were conducted by:

Brejesh Prayman, Director, Engineering & Capital Improvements
John Norris, Director, Stormwater, Pavement & Traffic Operations
Anne Fritz, Director, Finance Department
Elizabeth Makofske, Director, Budget & Management
Tammy Jerome, Director, Billing & Collections
John Palenchar, Director, Water Resources Department
Angela Miller, Public Works Services Manager, Public Works Administration

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

- Team Background and Experience
- Project Approach
- Relevant Project Examples
- Small, Minority, Woman and Disadvantaged Business Enterprise

Offerors' Profiles

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

GAI Consultants, Inc. maintains its company headquarters in Orlando. They have approximately 716 employees designated to serve the City. The firm was founded in Pennsylvania in 1958.

Strengths include: They have prior work experience for the City of St. Petersburg on other planning projects; they have previous rate study experience in Florida; and they are a large firm.
that employs multiple positions throughout utility management, financial and budget services, and water resources and utility engineering.

Weaknesses include: Their consultants have engineering, environmental science or architecture backgrounds; they did not provide models and/or dashboards for how information would be relayed to the City; they provided project examples that were heavy on system valuations or planning and no mention of any sanitation industry experience; and they did not provide comprehensive examples of a complex water utility rate analysis or examples on project feasibility and life cycle.

The proposal meets the City's requirements.

GovRates, Inc. maintains its company headquarters in Casselberry, FL. They have approximately 2 employees designated to serve the City. The firm was founded in Florida in 2017.

Strengths include: Their project manager has experience in rate studies; they are a certified minority-owned and woman-owned business; and they provided a comprehensive and detailed project approach, to include a model with dashboard; considers affordability and experience with true-up calculations;

Weaknesses include: They are utilizing a sub-contractor for financial modeling; they provide specific project examples from a previous company and not as GovRates, Inc.; their proposal mentioned preparing documents for presentation and briefing but not that they would attend and present these documents themselves; they did not provide information correlated to affordability programs; they did not provide experience on life cycle analysis; and they have a lack of financial history for a large project.

The proposal meets the City's requirements.

Lourdes Licata maintains its company headquarters in Clearwater. They have approximately 37 employees designated to serve the City. The firm was founded in Florida in 1985.

Weaknesses include: This supplier was found non-responsible and non-responsive due to her having no qualifications for this solicitation

The proposal did not meet the City’s requirements.

Raftelis Financial Consultants, Inc. maintains its company headquarters in Charlotte, NC. They have approximately 85 employees designated to serve the City. The firm was founded in Florida in 1926.

Strengths include: The project manager is the current chair of the American Water Works Association (AWWA); they provided relevant project examples to include, Pinellas County, multiple cities in Florida, and Baltimore; their project approach included a detailed utility/financial rate plan for a five-year plan; they have strong water utility experience, to include reclaimed water and stormwater; and they provided an interactive rate model in their proposal.

Weaknesses include: They are not SBE/WBE/MBE certified; they did not provide any sanitation industry experience; their proposal had multiple typos/errors: and they didn't provide information correlated to benchmarking and/or affordability impacts to customers.
The proposal meets the City's requirements.

**Stantec Consulting Services, Inc.** maintains its company headquarters in Edmonton, Canada, with a Tampa office. They have approximately 16,615 employees designated to serve the City. The firm was founded Edmonton in 1954.

Strengths include: They provided a well-documented modeling approach with stakeholder engagement; they provided relevant project examples to include, Pinellas County and multiple cities in Florida; they provided a quality control and back-up project manager to ensure the quality and accuracy of all models and work products; they provided a ten-year rate model and included all statement of work criteria; and they provided public education and outreach initiatives in the proposal.

Weaknesses include: They are not SBE/WBE/MBE certified; they did not provide any affordability programming approaches in their project approach; and their financial planning model was difficult to read.

The proposal meets the City's requirements.

**Willidan Financial Services, Inc.** maintains its company headquarters in Kennesaw, Georgia, with a Tampa office. They have approximately 29 employees designated to serve the City. The firm was incorporated in Florida in 2001.

Strengths include: They specifically provided an affordability program and benchmarking in their project approach; their proposal mentioned touring the city facilities; they have strong experience with revenue bond financial and capital planning; they provided relevant project examples to include, Orange County, Orlando, Pinellas Park, and Tampa Bay Water; and they provided a sub-consultant with solid waste management experience.

Weaknesses include: They are not SBE/WBE/MBE certified; they did not provide any sanitation industry experience and would have to rely on a sub-contractor to provide a sanitation rate study; they provided a five-year rate model and their interactive model dashboard seemed generic; and there was not mention of stakeholder or public engagement addressed in their proposal.

The proposal meets the City's requirements.

**Shortlisting and Oral Presentations**

The SOQs were initially evaluated solely on the evaluation criteria established in the RFQ. A shortlist meeting was held on July 19, 2018, to identify no less than three firms in accordance with Florida's Consultants Competitive Negotiations Act, Chapter 287, Florida Statutes.

Three firms were invited to attend presentations and interviews. They were:

1. Raftelis Financial Consultants, Inc.
2. Stantec Consulting Services, Inc.
3. Willidan Financial Services, Inc.

Oral presentations and interviews took place before the evaluation committee on August 6, 2018, 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.

Recommendation for Award

On August 6, 2018, Raftelis Financial Consultants, Inc. and Stantec Consulting Services, Inc. were recommended for award. The firms have met the requirements of RFQ No. 6882 and have been determined to be the most advantageous to the City, taking into consideration their years of providing these services, and the evaluation criteria set forth in the RFP.

The firms were selected for the following reasons:

- Years of experience in providing these services
- They provided for stakeholder and public engagement.
- They provided relevant past and present project examples

Attached are the minutes of the two evaluation committee meetings.

Brojesh Prayman, Chair

Elizabeth Makofske, Committee Member

John Palenchar, Committee Member

Anne Fritz, Committee Member

Angela Miller, Committee Member

Tammmy Jerome, Committee Member

John Norris
Committee Member

Rev (5/11)
**Title:** RFQ No. 6882: Consulting Services for Rate Study & Financial Feasibility  
**Meeting Date:** Thursday, July 19, 2018  
**Time:** 9:30 a.m.  
**Place:** Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
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<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
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| 1. Introductions | Committee Members in Attendance: Brejesh Prayman, John Norris, Anne Fritz, Elizabeth Makofske, Tammy Jerome, John Palenchar, Angela Miller  
Staff: Neal Jones  
Public: |
| a. Public Comments | Chairman opened the floor up for discussion on the SOQ's received. |
| b. Florida's Open Meeting Law – FS 286.011 [NJ] |  
Motion by: John Norris to shor-list  
Raftelis Financial Consultants, Inc.  
Stantec Consulting Services, Inc.  
Willdan Financial Services, Inc. and invite them for presentations/interviews  
Seconded by: Anne Fritz  
Votes: Affirmative (7) |
| c. Prohibited Communication - AP #050100 [NJ] |  
Identify Chairperson (Brejesh Prayman) |
| d. Identify Chairperson (Brejesh Prayman) |  |
| 2. Evaluations of Proposals (Strengths and Weaknesses) |  
Staff: Neal Jones  
Public: |
<p>| b. GovRates, Inc. |  |
| c. Lourdes Licata |  |
| d. Raftelis Financial Consultants, Inc. |  |
| e. Stantec Consulting Services, Inc. |  |
| f. Willdan Financial Services, Inc. |  |
| 3. Shortlist for Presentations |  |
| 4. Adjournment | Meeting Adjourned at 1005 |</p>
<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td>Committee Members in Attendance: Brejesh Prayman, John Norris, Anne Fritz, Elizabeth</td>
</tr>
<tr>
<td></td>
<td>Makofske, Tammy Jerome, John Palenchar, Angela Miller</td>
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<td></td>
<td>Staff: Neal Jones</td>
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<td></td>
<td>Public:</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>Chairman opened the floor up for discussion on the presentations.</td>
</tr>
<tr>
<td>b. Florida's Open Meeting Law</td>
<td></td>
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<tr>
<td>- FS 286.011 [NJ]</td>
<td></td>
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<tr>
<td>c. Prohibited Communication</td>
<td></td>
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<tr>
<td>- AP #050100 [NJ]</td>
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<tr>
<td>d. Identify Chairperson (Brejesh</td>
<td></td>
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<tr>
<td>Prayman)</td>
<td></td>
</tr>
<tr>
<td>2. Evaluations of Presentations</td>
<td>Motion by: John Palenchar to recommend for award: Raftelis Financial Consultants, Inc.</td>
</tr>
<tr>
<td>a. Raftelis Financial</td>
<td></td>
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<tr>
<td>Consultants, Inc.</td>
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<td>b. Stantec Consulting Services,</td>
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<td>Inc.</td>
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<td>c. Willdan Financial Services,</td>
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<td>Inc.</td>
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<tr>
<td>3. Recommendation for Award</td>
<td>Seconded by: John Norris</td>
</tr>
<tr>
<td>4. Adjournment</td>
<td>Votes: Affirmative (7)</td>
</tr>
<tr>
<td></td>
<td>Meeting Adjourned at 1630</td>
</tr>
</tbody>
</table>
A RESOLUTION ACKNOWLEDGING THE SELECTION OF RAFTELIS FINANCIAL CONSULTANTS, INC. AND STANTEC CONSULTING SERVICES, INC. AS THE MOST QUALIFIED FIRMS TO PROVIDE MISCELLANEOUS PROFESSIONAL SERVICES FOR RATE STUDIES AND FINANCIAL FEASIBILITY SERVICES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S STANDARD FORM ARCHITECT/ENGINEERING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 15, 2018, the Procurement & Supply Management Department issued a request for qualifications ("RFQ") No. 6882 in accordance with the requirements set forth in Florida Statute §287.055 (the Consultant's Competitive Negotiation Act) to engage the most qualified firm(s) to provide miscellaneous professional services for Rate Studies and Financial Feasibility Services; and

WHEREAS, on July 12, 2018, the Procurement & Supply Management Department received six (6) statement of qualifications in response to the RFQ; and

WHEREAS, on July 19, 2018, the selection committee (Brajesh Prayman, John Norris, Anne Fritz, Elizabeth Makofske, Tammy Jerome, John Palenchar, and Angela Miller) met to discuss the statement of qualifications and shortlisted to three (3) firms; and

WHEREAS, the three (3) shortlisted firms were (1) Rafielis Financial Consultants, Inc.; (2) Stantec Consulting Services, Inc.; and (3) Willdan Financial Services, Inc.; and

WHEREAS, on August 2, 2018 the three (3) shortlisted firms made presentations to the selection committee; and

WHEREAS, based on the presentations, interviews, deliberations, and SOQs submitted by the three (3) firms, the selection committee met on August 2, 2018, and ranked Rafielis Financial Consultants, Inc. and Stantec Consulting Services, Inc. as the most qualified firms to provide miscellaneous professional services for Rate Studies and Financial Feasibility Services; and

WHEREAS, the firms are required to execute the City's form architect/engineering agreement ("A/E Agreement"); and

WHEREAS, the firms have agreed to the terms and conditions set forth in the A/E Agreement; and

WHEREAS, from time to time the City issues task orders to such firms in order for said firms to provide professional services in accordance with the A/E Agreement.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Raftelis Financial Consultants, Inc. and Stantec Consulting Services, Inc. as the most qualified firms to provide miscellaneous professional services for Rate Studies and Financial Feasibility Services is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's form architect/engineering agreement.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
St. Petersburg City Council Agenda Item  
Meeting of October 18, 2018  
Consent Agenda  

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

Subject:  
Approving a supplemental appropriation in the amount of $125,000 from the unappropriated balance of District 8 in the Multimodal Impact Fees Capital Improvement Fund (Fund 3071) to construct a connector roadway, authorizing the Mayor or his designee to execute Construction Agreements between the City of St. Petersburg, Ulmerton Enterprises, Inc., and Extended Stay LLC; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.  

Explanation:  
In May of 2004, the City of St. Petersburg ("City") entered into an Annexation Agreement with EIC Realty, Inc. and Ulmerton Enterprises, Inc. ("Owners") to incorporate certain land north of Ulmerton Road into the City of St. Petersburg from an unincorporated area of Pinellas County. Included in the agreement were several City-funded improvements to enhance the newly annexed area including roadway improvements, pedestrian streetlights, landscaping, directory signage and the construction of a new driveway entrance from Ulmerton Road into one of the annexed parking lots, subject to permitting by the Florida Department of Transportation ("FDOT"). It was contemplated in the agreement that all improvements would be complete within three years of the effective date.  

The need for a driveway from Ulmerton Roadway ("Ulmerton") into what is now known as Feather Sound Square ("Square") was well-established and continues to exist today. With no direct access to Ulmerton Road, essentially all trips to and from the Square must occur through the Egret Boulevard ("Egret") and Ulmerton intersection. Not only does this make for longer than desired trip lengths, it adds to significant delay that continues to occur at this intersection despite the addition of a second southbound left-turn lane that was constructed in 2016. As required by the Annexation Agreement, the City worked with the Owners to seek a driveway permit from FDOT. However, the permit was denied due to spacing requirements between the proposed driveway and the intersection of Ulmerton and Egret due to safety concerns.  

Based on the permit denial, City staff worked with the owners on an alternative connectivity option that would allow more direct access to the businesses located within the Square. The solution was to establish a connector between the Homestead Studio Suites driveway from Ulmerton to the Square parking lot, parallel with Ulmerton that, along with existing pavement already in place, would serve as a short access road. This solution was deemed feasible, cost-effective, and a logical alternative to the new driveway entrance that was not achievable. In April of 2011, the City and Owners agreed that the connector would satisfy the driveway-related requirements of the Annexation Agreement. Unfortunately, the validity of a 1981 easement that would have granted rights to the cross-access was called into question by the Homestead Studio Suites owner. After review, the City did not construct the roadway due to the dispute, and in May of 2012 informed the Owners that work on the connector was terminated.  

On August 3, 2017, a Sixth Judicial Pinellas County Circuit Court Judge signed an Order Approving Stipulation for Settlement and Order of Dismissal regarding litigation that was ongoing between the Extended Stay owners and the Square owners. The order validates an "Access Easement Agreement" between the two owners that was written specifically to allow the connection that was previously agreed to between the City and Square owners. The Owners requested that the City build the connector now that the legal matter had been clearly settled.
From a safety and traffic flow perspective, City staff deems the FDOT determination to deny the additional driveway reasonable and prudent. While often not a property owner’s preference, reducing driveways and increasing cross-access between developments is a design concept that is encouraged throughout the City to improve safety and shorten trip lengths. In fact, the County’s Multimodal Impact Fee Ordinance encourages such connections by allowing developers to deduct the cost of such improvements as a credit against the normally calculated fee. The proposed connection will indeed shorten trips to and from Feather Square and reduce delay at the Egret/Ulmerton intersection compared to existing conditions and is a more appropriate way to address access than the originally contemplated driveway. While at this time there may be no legal requirement that the City construct the connector, it is in the City’s best interest to realize the benefits of the project for traffic flow on the public roadways and the safety of the driving public. At the same time the city will be able to honor and fulfill the intent of the original Annexation Agreement. Once the City constructs the connector, all future maintenance obligations will become that of the property owners. City staff has determined that multimodal impact fee revenue is an appropriate funding source for the connector. The unappropriated balance for District 8 in the Multimodal Impact Fees Capital Improvement Fund (Fund 3071) is $283,000. The subject properties are located within the boundary of District 8.

Cost/Funding:
The design for the project was substantially completed when previously contemplated. The design will be updated as needed and construction can be accomplished with city forces for a total project budget of $125,000. Funds are available from the unappropriated balance of District 8 in the Multimodal Impact Fees Capital Improvement Fund (Fund 3071).

Recommendations:
Administration recommends that Council adopt the attached Resolution approving a supplemental appropriation in the amount of $125,000 from the unappropriated balance of District 8 in the Multimodal Impact Fees Capital Improvement Fund (Fund 3071) to construct a connector roadway, authorizing the Mayor or his designee to execute Construction Agreements between the City of St. Petersburg, Ulmerton Enterprises, Inc., and Extended Stay LLC; and to execute all other documents necessary to effectuate this resolution; and providing an effective date.

Attachments:
(1) Resolution  
(2) Aerial of connector location  
(3) Agreement

Approvals:

[Signatures]

Date  
10/5/18

Date  
10/05/18
RESOLUTION NO. 2018-_____

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $125,000 FROM THE UNAPPROPRIATED BALANCE OF DISTRICT 8 IN THE MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (FUND 3071) TO CONSTRUCT A CONNECTOR ROADWAY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE CONSTRUCTION AGREEMENTS BETWEEN THE CITY OF ST. PETERSBURG, ULMERTON ENTERPRISES, INC., AND EXTENDED STAY LLC; AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") entered into an Annexation Agreement with EIC Realty, Inc. and Ulmerton Enterprises, Inc. ("Owners") to incorporate certain land north of Ulmerton Road into the City of St. Petersburg from an unincorporated area of Pinellas County in May of 2004; and

WHEREAS, included in the agreement were several City-funded improvements to enhance the newly annexed area including the construction of a new driveway entrance from Ulmerton Road into one of the annexed parking lots, subject to permitting by the Florida Department of Transportation ("FDOT"); and

WHEREAS, the City worked with the Owners to seek a driveway permit from FDOT, but the permit was denied due to spacing requirements between the proposed driveway and the intersection of Ulmerton Road and Egret Boulevard and due to safety concerns; and

WHEREAS, City staff then worked with the Owners on an alternative connectivity option that would allow more direct access to the businesses located within the Feather Sound Square ("Square"), which was determined to be a connector between the Homestead Studio Suites driveway from Ulmerton Road to the Square parking lot; and

WHEREAS, although there may no longer be a legal requirement that the City construct the connector, it is in the City’s best interest to realize the benefits of the project for traffic flow on the public roadways and the safety of the driving public, and the City will be able to honor and fulfill the intent of the original Annexation Agreement; and
WHEREAS, the total project budget is $125,000 for the connector and funds are available for appropriation from the unappropriated balance of District 8 in the Multimodal Impact Fees Capital Improvement Fund (Fund 3071).

NOW, THEREFORE, BE IT RESOLVED that there is hereby approved the following supplemental appropriation for FY2019:

Multimodal Impact Fees Capital Improvement Fund (3071)
Ulmerton Roadway Connector Construction Project (TBD) $125,000.00

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute Construction Agreements between the City of St. Petersburg, Ulmerton Enterprises, Inc., and Extended Stay LLC., and all documents necessary to effectuate this resolution.

This resolution shall become effective immediately upon its adoption.

City Attorney (Designee)  
Administration

Budget
00403073 doc v2
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is made this ____ day of September 2018 (the “Effective Date”), by and among the City of St. Petersburg, Florida, a municipal corporation (the “City”), with a mailing address of 175 Fifth Street North, St. Petersburg, Florida 33701, Extended Stay LLC, a Delaware limited liability company (“ESA”), with a mailing address of 11525 North Community House Road, Charlotte, North Carolina, 28277, and Ulmerton Enterprises, Inc., a Florida corporation (“Ulmerton”), with a mailing address of 2325 Ulmerton Road, Suite 20, Clearwater, Florida 33762. For purposes of this Agreement, ESA and Ulmerton shall be referred to herein, collectively, as the “Land Owners.” The City and Land Owners shall be referred to herein, collectively, as the “Parties.”

RECITALS:

WHEREAS, ESA owns that certain parcel of land situated within Pinellas County, Florida, as more particularly described in Exhibit “A” attached hereto (the “Easement Area”); and

WHEREAS, ESA granted an access and construction easement to Ulmerton with respect to the Easement Area, pursuant to that certain Access Easement Agreement, dated July 27, 2017, and recorded on August 1, 2017 in Official Records Book 19724, at page 2576, of the public records of Pinellas County, Florida, concerning the Easement Area (the “2017 Easement”); and

WHEREAS, Land Owners desire, and the City agrees, that the City construct a driveway over the Easement Area, pursuant to the construction plans attached hereto as Exhibit “B,” which will allow improved traffic flow and access to Ulmerton Road by connecting two parking lots (the “Construction Work”); and

WHEREAS, the City anticipates completing the Construction Work on or before the date that is six (6) months following the Effective Date of this Agreement; and

WHEREAS, Land Owners have agreed to grant and convey to the City, an access and construction easement over, upon, and across the Easement Area for the purposes set forth herein.
NOW THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant and Use of Easement.** Land Owners, for themselves and their successors and assigns, hereby grant and convey to the City a non-exclusive temporary easement upon, over, across and through the Easement Area for the purposes of: (a) performing the Construction Work, (b) ingress, egress, and access upon, over, and across the Easement Area for the purposes of performing such Construction Work, and (c) other purposes incidental to the foregoing, but for no other purposes whatsoever. Notwithstanding anything in the 2017 Easement to the contrary, the City shall have until the date that is six (6) months following the Effective Date to complete the Construction Work.

   The City shall have the right to grade, stabilize soils, place clean fill, and perform other construction it deems necessary or convenient over and upon the Easement Area in connection with the Construction Work. Ulmerton shall be responsible for any and all costs and expenses not borne by the City relating to permits, approvals, and site plans for the Construction Work and for the subsequent intended use. Ulmerton shall be responsible for maintenance of the Easement Area and shall have the duty to maintain to prevent injuries or property damage thereon irrespective of whether ESA voluntarily assumes any such duty.

2. **Termination.** The easements herein granted shall terminate upon the earlier to occur of (a) the completion of the Construction Work by the City, and (b) six (6) months following the Effective Date of this Agreement.

3. **Indemnity.**

   A. Ulmerton shall defend, pay on behalf of, indemnify and hold ESA and the City, and their respective officers, agents, employees, elected and appointed officials, and volunteers (collectively, the "**Indemnified Parties**") harmless from any and all claims, suits, demands, liabilities, losses, damages, liens and fines, regardless of whether a lawsuit is filed, arising out of or in any way connected with the Construction Work or with respect to the City’s or ESA’s use of the Easement Area or with respect to claims for maintenance of the easement (collectively, the "**Claims**"), including but not limited to any and all Claims (i) for damage to property or bodily or personal injuries sustained by any person or entities arising out of the Construction Work or maintenance of the easement; (ii) the Construction Work obstructs physical access to property; and (iii) for trespass, nuisance, and/or encroachment during the Construction Work or maintenance of the easement.

   B. Notwithstanding the above paragraph, Ulmerton shall not be required to indemnify ESA for claims against ESA and its respective officers, agents, employees, and volunteers (collectively, the "**ESA Indemnified Parties**") which resulted solely from the gross negligence or willful misconduct of the ESA Indemnified Parties, nor shall Ulmerton be required to indemnify claims against the City and its respective officers, agents, employees, elected and appointed officials, and volunteers (collectively, the "**City Indemnified Parties**") which have resulted solely from the gross negligence or willful misconduct of the City Indemnified Parties. ESA shall have no indemnity obligations under this Agreement to the City or Ulmerton.
4. City Responsibility. The City shall be responsible for the sole negligence of its employees and agents arising out of the Construction Work when such employees are acting within the scope of their employment, and the City shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the City. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement, and there are no Third-Party Beneficiaries to this Agreement.

5. Restoration of Easement Property. The City or Ulmerton shall, at their sole cost and expense, restore any portions of the Easement Area that are damaged by the City or related in any way to its performance of the Construction Work to a condition that resembles as nearly as possible the condition of the Easement Area prior to being damaged by the City. If the City or Ulmerton fail to restore the Easement Area as provided for herein, or fail to commence restoration thereof after thirty (30) days written notice from ESA to the City and Ulmerton, Ulmerton shall reimburse ESA for all reasonable costs incurred with respect to such restoration.

6. Release. Upon notification from the City that the City has completed the Construction Work, Land Owners shall release, acquit and forever discharge the City Indemnified Parties, of and from all Claims that Land Owners ever had, now have, or can, shall or may have against the City Indemnified Parties, arising out of the use of the Easement Area after completion of the Construction Work.

7. Minimizing Intrusion. The City shall use commercially reasonable efforts during its performance of the Construction Work to cause minimal intrusion to ESA and ESA's use of the remainder of the adjacent property owned by ESA (the "ESA Property"). At no time shall the City, during its performance of the Construction Work, unreasonably block ingress or egress to the ESA Property by its guests, patrons, employees, and the like.

8. Lien Free Construction. At no time shall ESA be responsible or liable for any mechanics or similar liens arising out of or resulting from the Construction Work. If any mechanics liens or similar liens are recorded against the Easement Area, the ESA Property, or any part thereof, arising out of or resulting from the Construction Work, Ulmerton shall immediately remove such liens at its sole cost and expense.

9. Reservation of Rights. ESA reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area.

10. No Warranty. No warranty (express or implied) is given by the City to the Land Owners with respect to the Construction Work.

11. Maintenance and Repairs. After the City has completed the Construction Work, Ulmerton shall be responsible for all maintenance and repairs to the Easement Area.

12. Taxes and Fees. Land Owners shall be responsible for any increase in taxes for their respective properties assessed by the County or state upon or otherwise arising from improvement of the property resulting from the Easement.
13. **Successors, Assigns.** All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

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

15. **Applicable Law, Venue, and Jurisdiction.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is 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.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement

(Signatures on following pages)
IN WITNESS WHEREOF, this Agreement shall become effective as of the date of last execution set forth below.

WITNESSES (as to Extended Stay LLC)

EXTENDED STAY LLC
a Delaware limited liability company

By:

______________________________

Sign: __________________________

Print: _________________________

Christopher N. Dekle

As its: Vice President

Date:

______________________________

Sign: __________________________

Print: _________________________

STATE OF FLORIDA )
COUNTY OF _________________ )

The foregoing instrument was sworn to and subscribed before me this ___ day of September 2018, by Christopher N. Dekle, as Vice President of Extended Stay LLC, a limited liability company organized and existing under the laws of the State of Delaware, or behalf of the limited liability company, who is personally known to me or has produced as identification.

______________________________

(Sign on this line)

______________________________

(Legibly print name on this line)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: __________________________
EXPIRATION DATE: __________________________

(SEAL)
WITNESSES (as to Ulmerton)

Sign: [Signature]
Print: [Print Name]

Ulmerton Enterprises, Inc.,
a Florida corporation

By: [Signature]
Print: FRED B. BULLARD, JR.

As its: President
Date: [Date]

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was sworn to and subscribed before me this [Day of] [Month] [Year], by FRED B. BULLARD, JR., as President of ULMERTON ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Florida, on behalf of the corporation, who is personally known to me or has produced [Identification] as identification.

Notary Public, State of Florida
Commission No: [Commission Number]
Expiration Date: [Expiration Date]

[Notary Seal]

[Signature]
[Print Name]
WITNESSES (as to City)

Sign: ______________________
Print: ______________________

Sign: ______________________
Print: ______________________
Date: ______________________

Approved as to Content:
City Attorney (Designee)
By: ______________________
  Assistant City Attorney

The City of St. Petersburg, Florida
By: ______________________
Print: ______________________
As its: ______________________

Attest: ______________________
  Chan Srinivasa, City Clerk

Approved as to Form:
City Attorney (Designee)
By: ______________________
  Assistant City Attorney
Exhibit "A"
Easement Area

PROJECT LIMITS
Proposed area for construction and equipment.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 18, 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 two (2) year License Agreement with The Deuces Live, Inc., a Florida non-profit corporation, for use of two (2) unimproved City-owned parcels located within the 22nd Street South Business District at approximately 844 & 850 – 22nd Street South, St. Petersburg, Florida, for the staging of vendors while hosting various community events, at a nominal use fee of $24.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Real Estate and Property Management received a request on July 9, 2018 from The Deuces Live, Inc., a Florida non-profit corporation, to use two (2) unimproved City-owned parcels located at approximately 844 & 850 – 22nd Street South, St. Petersburg ("Property"), to provide vendor staging within the 22nd Street South Business District while hosting various community events, such as its 3rd Annual "Soul on the Deuces" Block Party on November 3, 2018, community book/health awareness fairs, market venue and athletic registration events. The Property has dimensions of 120 ft. x 121.5 ft. and is zoned CCT-1 (Corridor Commercial Traditional).

The Property is legally described as follows:

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

The Licensee has executed a License Agreement ("License") for a term of two (2) years, subject to City Council approval. The Licensee shall pay a nominal fee of $24.00, plus applicable sales tax, to the City for the License. The Licensee shall on occasion collaborate with various non-profit organizations to plan scheduled events to include, but not be limited to, community book/health awareness fairs, a market venue and athletic registration events ("Scheduled Event(s)") throughout the Term and provide the City with a written request not less than fifteen (15) days prior to each Scheduled Event, which the City may approve in its sole discretion. The Licensee’s use of the Property shall not extend beyond 8:00 p.m. on the date of use for any of the Scheduled Events. Additionally, the Licensee shall maintain a $1,000,000 Commercial General Liability policy, protecting the City against all claims which may arise or be claimed on account of the Licensee’s use of the Property. The Licensee shall maintain the Property at its own cost and expense, remove all goods and effects used during the event, and deliver up the Property in good condition clean and clear of trash and other debris upon expiration of the License. The License may be terminated by the City in the event that the City has elected to commence construction of the planned park on the Property by giving ninety (90) days written notice to the Licensee.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a two (2) year License Agreement with Deuces Live, Inc., a Florida non-profit corporation, for use of two (2) unimproved City-owned parcels located within the 22nd Street South Business District at approximately 844 & 850 – 22nd Street South, St. Petersburg, Florida, for the staging of vendors while hosting various community events, at a nominal use fee of $24.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: July 9, 2018 Request, Illustration and Resolution

APPROVALS: Administration: 

Budget: N/A

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

Legal Description: Lots 64 thru 66, SMITH'S, S.V. REVISED SUBDIVISION
Approx. Street Address: 844 & 850 – 22nd Street South, St. Petersburg
Pinellas County Parcel I.D. Nos.: 25/31/16/83142/000/0640 & 25/31/16/83142/000/0650
July 9, 2018

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

RE: Renewal of Lease Agreement for vacant lot on the corner of 9th Avenue and 22nd Street South (L-8210.03)

Dear Mr. Grimes:

The Deuces Live Main Street is seeking to renew, for the next two years, its lease agreement for the above referenced lot. The third annual Soul on the Deuces street festival is scheduled for November 3, 2018.

In addition to the use on November 3, 2018, the Deuces Live Main Street would like to have access to the lot, on a monthly basis, to continue to host and co-host community book, health, retail and athletic fairs. The Deuces Live has partnered with a variety of non-profit partners and seeks to expand its' existing partnerships.

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

Sincerely,

Vestrice Farrell

Vestrice Farrell, Program Manager
Resolution No. 2018 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A TWO (2) YEAR LICENSE AGREEMENT WITH DEUCES LIVE, INC., A FLORIDA NON-PROFIT CORPORATION, FOR USE OF TWO (2) UNIMPROVED CITY-OWNED PARCELS LOCATED WITHIN THE 22ND STREET SOUTH BUSINESS DISTRICT AT APPROXIMATELY 844 & 850 – 22ND STREET SOUTH, ST. PETERSBURG, FLORIDA, FOR THE STAGING OF VENDORS WHILE HOSTING VARIOUS COMMUNITY EVENTS, AT A NOMINAL USE FEE OF $24.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate and Property Management received a request on July 9, 2018 from The Deuces Live, Inc., a Florida non-profit corporation, to use two (2) unimproved City-owned parcels located at approximately 844 & 850 – 22nd Street South, St. Petersburg ("Property"), to provide vendor staging within the 22nd Street South Business District while hosting various community events, such as its 3rd Annual "Soul on the Deuces" Block Party on November 3, 2018, community book/health awareness fairs, market venue and athletic registration events; and

WHEREAS, the Property is legally described as follows:

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

WHEREAS, the Licensee has executed a License Agreement ("License") for a term of two (2) years with nominal rent, subject to City Council approval; and

WHEREAS, the Licensee shall maintain a $1,000,000 Commercial General Liability policy, protecting the City against all claims which may arise or be claimed on account of the Licensee's use of the Property; and

WHEREAS, the Licensee shall on occasion collaborate with various non-profit organizations to plan scheduled events to include, but not be limited to, community book/health awareness fairs, a market venue and athletic registration events ("Scheduled Event(s)") throughout the Term and provide the City with a written request not less than fifteen (15) days prior to each Scheduled Event, which the City may approve in its sole discretion; and
WHEREAS, the Licensee's use of the Property shall not extend beyond 8:00 p.m. on any date of use or for any of the Scheduled Events; and

WHEREAS, the License requires the Licensee to maintain the Property at its own cost and expense, remove all goods and effects used during any events, and deliver up the Property in good condition clean and clear of trash and other debris upon expiration of the License; and

WHEREAS, the License may be terminated by the City in the event that the City has elected to commence construction of the planned park on the Property by giving ninety (90) days written notice to the Licensee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a License Agreement with The Deuces Live, Inc., a Florida non-profit corporation, for use of two (2) unimproved City-owned parcels located within the 22nd Street South Business District at approximately 844 & 850 – 22nd Street South, St. Petersburg, Florida, for the staging of vendors while hosting various community events, at a nominal use fee of $24.00 and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Alfred G. Wendler, Acting Director
Real Estate & Property Management
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 18, 2018

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

SUBJECT: A resolution authorizing the Mayor or his designee to execute Task Order No. 17-08-T/CEIP ("Task Order") to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and Tierra, Inc. ("Consultant"), for the Consultant to provide Construction, Engineering and Inspection services for the Roser Park Drive Downstream Creek Wall Improvements project and other associated services in an amount not to exceed $69,991.48 (Engineering Project No. 00083-510, Oracle No. 10674); and providing an effective date.

EXPLANATION: The City is constructing major creek wall improvements on both sides of the creek north of Roser Park Drive. Due to the volume of City construction projects underway at this time, additional temporary assistance is required to oversee this important project.

On March 24, 2017, the City of St. Petersburg, Florida ("City") and Tierra, Inc. entered into a professional services agreement for Consultant to provide miscellaneous professional services for construction engineering and inspection services for City construction projects.

Task Order No. 17-08-T/CEIP in the amount of $69,991.48 shall provide Construction, Engineering and Inspection (CEI) services.

Task Order No. 17-08-T/CEIP includes the following work and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Progress Meetings</td>
<td>$ 871.78</td>
</tr>
<tr>
<td>Site Inspections</td>
<td>$69,119.70</td>
</tr>
<tr>
<td>Consultant Total</td>
<td>$69,991.48</td>
</tr>
</tbody>
</table>

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 17-08-T/CEIP ("Task Order") to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and Tierra, Inc. ("Consultant"), for the Consultant to provide Construction, Engineering and Inspection services for the Roser Park Drive Downstream Creek Wall Improvements project and other associated services in an amount not to exceed $69,991.48. (Engineering Project No. 00083-510, Oracle No. 10674); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have previously been appropriated in the Citywide Infrastructure Capital Improvement Fund (3027), Roser Park Street Improvement Project (Oracle No. 10674).

ATTACHMENTS: Resolution
Task Order No. 17-08-T/CEIP

APPROVALS: [Signatures]
Administrative
Budget
RESOLUTION NO. 2018-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 17-08-T/CEIP ("TASK ORDER") TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 24, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND TIERRA, INC. ("CONSULTANT"), FOR THE CONSULTANT TO PROVIDE CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES FOR THE ROSER PARK DRIVE DOWNSTREAM CREEK WALL IMPROVEMENTS PROJECT SERVICES IN AN AMOUNT NOT TO EXCEED $69,991.48. (ENGINEERING PROJECT NO. 00083-510; ORACLE NO. 10674); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Tierra, Inc. ("Consultant") entered into a professional services agreement on March 24, 2017, for Consultant to provide miscellaneous professional services for Construction, Engineering and Inspection (CEI) services for City Construction Projects; and

WHEREAS, Administration desires to issue Task Order No 17-08-T/CEIP in an amount not to exceed $69,991.48 for Consultant to provide CEI services for the Roser Park Drive Downstream Creek Wall Improvements Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 17-08-T/CEIP ("Task Order") to the Professional Services Agreement dated March 24, 2017 between the City of St. Petersburg, Florida and Tierra, Inc. ("Consultant") for the Consultant to provide Construction, Engineering and Inspection services for the Roser Park Drive Downstream Creek Wall Improvements project in an amount not to exceed $69,991.48.

This resolution shall become effective immediately upon its adoption.

Approved by: ____________________________  Approved by: ____________________________

City Attorney (Designee)  Brojesh Prayman, P.E., SP, ENV
00403242  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: Tierra, Inc.
   Task Order No. 17-08-T/CEIP in the amount of $69,991.48

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 Construction Engineering an Inspection ("CEI") Services for the Roser Park Drive Downstream Creek Wall Improvements project

   Tierra, Inc. specializes in and has satisfactorily completed CEI Services for other Agencies and pervious task orders.

   Tierra, Inc. has significant experience in construction phase inspection activities.

   This is the eighth Task Order issued under the 2017 Master Agreement.

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

Transaction Report for

Tierra, Inc.

Miscellaneous Professional Services for Construction Engineering and Inspection Projects

A/E Agreement Effective - March 24, 2017

A/E Agreement Expiration - March 24, 2021

<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>13075-112</td>
<td>Treasure Island Causeway from West End of Treasure Lane to Pinellas Trail Amendment No. 1 - CEI Inspection Services</td>
<td>04/19/17</td>
<td>16,387.84</td>
</tr>
<tr>
<td>02</td>
<td>13022-112</td>
<td>30th Avenue North Bicycle Facility - FDOT CEI Services</td>
<td>12/01/17</td>
<td>38,050.38</td>
</tr>
<tr>
<td>03</td>
<td>11234-118</td>
<td>Police Training Facility - CEI Services</td>
<td>01/23/18</td>
<td>42,600.66</td>
</tr>
<tr>
<td>04</td>
<td>16102-112</td>
<td>Sundial Parking Garage - CEI Services</td>
<td>01/12/18</td>
<td>26,571.39</td>
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<tr>
<td>05</td>
<td>16203-419</td>
<td>Jamestown Apartments Renovations Phase 3E - CEI Services Amendment No. 1 - Additional CEI Services</td>
<td>01/22/18</td>
<td>15,885.21</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>06/27/18</td>
<td>9,091.76</td>
</tr>
<tr>
<td>06</td>
<td>16203-519</td>
<td>Jamestown Apartments Renovations Phase 3F - CEI Services Amendment No. 1 - Additional CEI Services</td>
<td>01/22/18</td>
<td>15,885.21</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>06/27/18</td>
<td>9,091.76</td>
</tr>
<tr>
<td>07</td>
<td>16203-119</td>
<td>Jamestown Apartments Maintenance Bldg - CEI Services</td>
<td>06/26/18</td>
<td>14,994.69</td>
</tr>
<tr>
<td>08</td>
<td>00083-510</td>
<td>Roser Park Downtown Creek Walls Imps FY18</td>
<td>Pending</td>
<td></td>
</tr>
</tbody>
</table>

Total: 201,706.28
TASK ORDER NO. 17-08-T/CEIP
ROSER PARK DOWNSTREAM CREEK WALLS IMPROVEMENTS – FY18
CONSTRUCTION INSPECTION SUPPORT SERVICES
PROJECT NO. 00083-510

This Task Order No. 17-08-T/CEIP is made and entered into this _____ day of _______________, 201__, pursuant to the PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING & INSPECTION PROJECTS dated March 24, 2017 ("Agreement") between Tierra, Inc. ("Consultant"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Consultant will perform Construction, Engineering and Inspection (CEI) services for the Roser Park Drive Downstream Creek Walls Improvements project, no. 00083-510, as directed by the City.

II. SCOPE OF SERVICES

Task 1. Staff Meetings
Consultant shall attend meetings, as requested.

Task 2. Site Inspections
The Consultant shall assist in-house City inspection staff with site inspections.

III. SCHEDULE

All services for this Task Order are anticipated to be completed within project schedule assigned by the City for each project.

IV. CONSULTANT’S RESPONSIBILITIES

- Coordinate, complete and document construction activities.
- Provide daily inspection of assigned construction activities, as required.
- Provide accurate and timely summary reports and invoices for services per the Contract.

V. CITY’S RESPONSIBILITIES

- Provide timely coordination of required field inspector needs.
- Advise any changes to Contractor’s management/oversight team.
- Provide notice of project changes/schedule changes.
- Provide contract administration.
VI. DELIVERABLES

Deliverables shall include the following:
• Daily work and test reports for dates of visits to the project for Consultant Field Inspector.
• Provide status reports as requested.

VII. CONSULTANT'S COMPENSATION

For work under Tasks 1 and 2, the City shall compensate the Consultant the not-to-exceed amount of $69,991.48, per Appendix A.

VIII. PROJECT TEAM

Tierra, Inc. No subconsultants will be used for this project.

IX. MISCELLANEOUS

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

ATTEST

By: ________________________________
Chandrahasa Srinivasa
City Clerk

(C 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)

_______ Tierra, Inc.
(Company Name)

By: ________________________________
(Signature)
(Anonymous)
(Company Name and Title)

Date: 10/01/18

WITNESSES:

By: ________________________________
(James Gibbs)
(Signature)
(Printed Name)

By: ________________________________
Graham Zoeller
(Signature)
(Printed Name)
## Project NO. 00083-510

Foster Park Downstream Creek Wetlands Improvements - F115

### Appendix A

### Table 1: Fee Limit

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Fee Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$69,914.88</td>
</tr>
<tr>
<td>Allowance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rate/Activity</td>
<td>$69,914.88</td>
</tr>
</tbody>
</table>

### Table 2: Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Hourly Rate</th>
<th>Total Hours</th>
<th>Total Hours</th>
</tr>
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<tbody>
<tr>
<td>Design</td>
<td>$21.00</td>
<td>10.00</td>
<td>$210.00</td>
</tr>
<tr>
<td>Construction/Overhead</td>
<td>$19.25</td>
<td>2.00</td>
<td>$38.50</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$22.50</td>
<td>1.00</td>
<td>$22.50</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$25.00</td>
<td>1.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Secretary</td>
<td>$12.00</td>
<td>5.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$335.00</td>
</tr>
</tbody>
</table>

### Notes
- All amounts are in USD and rounded to the nearest cent.
- Hourly rates and total hours are based on the estimated time for each task.
- The total fee is calculated by multiplying the hourly rate by the total hours for each task and summing the results.

---

**Project Summary**

Foster Park Downstream Creek Wetlands Improvements - F115

**Tasks**

- Design
- Construction/Overhead
- Project Manager
- Civil Engineer
- Secretary

**Estimated Hours**

- Design: 10.00 hours
- Construction/Overhead: 2.00 hours
- Project Manager: 1.00 hour
- Civil Engineer: 1.00 hour
- Secretary: 5.00 hours

**Total Hours**

6.00 hours

**Total Fee**

$335.00

---

**Appendix A**

Foster Park Downstream Creek Wetlands Improvements - F115

---

**Notes**

- All amounts are in USD and rounded to the nearest cent.
- Hourly rates and total hours are based on the estimated time for each task.
- The total fee is calculated by multiplying the hourly rate by the total hours for each task and summing the results.
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. 17-03-KCCS/CEIP ("Task Order") to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and KCCS, Inc. ("Consultant"), for the Consultant to provide additional Construction, Engineering and Inspection services for the Pier Approach Project and other associated services in an amount not to exceed $149,524.80; providing that the total Task Order, as amended, shall not exceed $191,651.02 (Engineering Project No. 09227-119, Oracle No. 15377); and providing an effective date.

EXPLANATION: The City is constructing extensive pedestrian friendly park and water front improvements where the new Pier connects to the downtown district. Due to the volume of city construction projects underway at this time, additional temporary assistance is required to oversee this important project.

On March 24, 2017, the City of St. Petersburg, Florida ("City") and KCCS, Inc. entered into a professional services agreement for Consultant to provide miscellaneous professional services for construction engineering and inspection services for City construction projects.

On June 26, 2018, Engineering and Capital Improvements ("ECID") administratively approved Task Order No. 17-03-KCCS/CEIP in the amount of $42,126.22 which provided for CEI services to begin the Pier Approach Project.

Amendment No. 1 to Task Order No. 17-03-KCCS/CEIP in the amount of $149,524.80 will provide continued CEI services during the construction phase of the Pier Approach Project.

Task Order No. 17-03-KCCS/CEIP and Amendment No. 1 includes the following work and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial CEI services</td>
<td>$42,126.22</td>
</tr>
<tr>
<td>Amendment No. 1</td>
<td>$149,524.80</td>
</tr>
<tr>
<td>Consultant Total</td>
<td>$191,651.02</td>
</tr>
</tbody>
</table>

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 17-03-KCCS/CEIP ("Task Order") to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and KCCS, Inc. ("Consultant"), for the Consultant to provide additional Construction, Engineering and Inspection services for the Pier Approach Project and other associated services in an amount not to exceed $149,524.80; providing that the total Task Order, as amended, shall not exceed $191,651.02 (Engineering Project No. 09227-119, Oracle No. 15377); and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: Funds have previously been appropriated in the General Capital Improvements Fund (3001), Pier Approach Project (ECID Project No. 09227-119; Oracle No. 15377).

ATTACHMENTS: Resolution
             Amendment No. 1 to Task Order 17-03-KCCS/CEIP

APPROVALS:  

             Administrative

             Budget
RESOLUTION 2018-_______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 17-03-KCCS/CEIP ("TASK ORDER") TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 24, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND KCCS, INC. ("CONSULTANT") FOR THE CONSULTANT TO PROVIDE ADDITIONAL CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES FOR THE PIER APPROACH PROJECT IN AN AMOUNT NOT TO EXCEED $149,524.80; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $191,651.02 (ENGINEERING PROJECT NO. 09227-119; ORACLE NO. 15377); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida and KCCS, Inc. ("Consultant"), entered into a professional services agreement on March 24, 2017 for Consultant to provide miscellaneous professional services for Construction Engineering and Inspection (CEI) Services for City Construction Projects; and

WHEREAS, on June 16, 2018, Administration issued Task Order No. 17-03-KCCS/CEIP ("Task Order") in an amount not to exceed $42,126.22 for Consultant to provide CEI services to begin the Pier Approach Project; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for Consultant to provide additional CEI services in an amount not to exceed $149,524.80 during the construction phase of the Pier Approach Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 17-03-KCCS/CEIP ("Task Order") to the Professional Services Agreement dated March 24, 2017 between the City of St. Petersburg, Florida and KCCS, Inc. ("Consultant") for the Consultant to provide additional Construction, Engineering, and Inspection services for the Pier Approach Project in an amount not to exceed $149,524.80.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $191,651.02.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
03403202

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: KCCS, Inc.
    Amendment No. 1 to Task Order No. 17-03-KCCS/CEIP in the amount of $191,651.02

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section 1(F.) for agenda package information.

1. Summary of Reasons for Selection

   The project involves Construction Engineering and Inspection (“CEI”) Services for the Pier Approach Project.

   KCCS, Inc. specializes in and has satisfactorily completed CEI Services for other Agencies. This work is a continuation of the previous inspection services.

   KCCS, Inc. has significant experience in construction phase inspection activities.

   This is the first Amendment to the third Task Order issued under the 2017 Master Agreement.

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

Transaction Report for KCCS, Inc.

**Miscellaneous Professional Services for Construction Engineering and Inspection Projects**

A/E Agreement Effective - March 24, 2017
A/E Agreement Expiration - March 24, 2021

<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>13022-112</td>
<td>30th Avenue North Bicycle Facility - FDOT CEI Services</td>
<td>06/12/17</td>
<td>72,858.62</td>
</tr>
<tr>
<td>02</td>
<td>16016-110</td>
<td>8th Ave S, 44th St S and Vicinity. SDI - CEI Services</td>
<td>06/14/18</td>
<td>42,480.22</td>
</tr>
<tr>
<td>03</td>
<td>09227-119</td>
<td>St. Pete Pier Approach - CEI Services Amendment No. 1</td>
<td>06/26/18</td>
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AMENDMENT NO. 1 TO TASK ORDER NO. 17-03-KCCS/CEIP
ST. PETE PIER APPROACH
CONSTRUCTION ENGINEERING AND INSPECTION PROJECTS
CITY PROJECT NO. 09227-119

This Amendment No. 1 to Task Order No. 17-03-KCCS/CEIP is made and entered into this _____ day of ________________, 201___, pursuant to the PROFESSIONAL SERVICES AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION PROJECTS dated March 24, 2017 ("Agreement") between KCCS, Inc. ("Consultant"), 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 Consultant was authorized to perform Construction, Engineering and Inspection (CEI) services. Project includes roadway, drainage, sewer, water, side walls, etc. and specification compliance services, as directed by the City.

For this Amendment No. 1, the Consultant is authorized to continue with CEI services for the referenced project.

II. SCOPE OF SERVICES

Task 1 - Staff Meetings (Additional Services)
The Consultant shall continue to attend meetings, as requested by City staff.

Task 2 - Site Inspections (Additional Services)
The Consultant shall continue to assist in-house City inspection staff with site inspections.

III. SCHEDULE

All services for this Task Order are anticipated to be completed within project schedule assigned by the City.

IV. CONSULTANT'S RESPONSIBILITIES

- Coordinate, complete and document construction activities.
- Provide daily inspection of assigned construction activities, as required.
- Provide accurate and timely summary reports and invoices for services per the contract.

V. CITY'S RESPONSIBILITIES

- Provide timely coordination of required field inspector needs.
- Advise any changes to Contractor's management/oversight team.
- Provide notice of project changes/schedule changes.
• Provide contract administration.

VI. **DELIVERABLES**

• Daily work and test reports for dates of visits to the project for Consultant Field Inspector.
• Provide status reports, as requested.

VII. **CONSULTANT’S COMPENSATION**

Under the initial Task Order for work under Tasks 1 and 2, the City shall compensate the Consultant the not-to-exceed amount of $42,126.22.

For this Amendment No. 1, the City shall compensate the Consultant the not-to-exceed amount of $149,524.80 for continuation of Tasks 1 and 2, per Appendix A.

The total Task Order amount including Amendment No. 1 shall not exceed $191,651.02.

VIII. **PROJECT TEAM**

KCCS, Inc. No subconsultants will be used for this project.

IX. **MISCELLANOUS**

In the event of a conflict between this Amendment No. 1 to the 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)

__________________________
KCCS, Inc.
(Company Name)

By: __________________________
   Signature

George Dewey Martin, III, P.E. / President
(Printed Name and Title)

Date: September 5, 2018

WITNESSES:

By: __________________________
   Signature

M. H. Miller
(Printed Name)

By: __________________________
   Signature

M. H. Miller
(Printed Name)
### APPENDIX A

**Work Task Breakdown**

City of St. Petersburg

St. Pete Pier Approach

Project No. 09227-119

### I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Direct Labor Rates Classifications</th>
<th>Senior Project Engineer</th>
<th>Project Administrator</th>
<th>Contract Support Specialist</th>
<th>Senior Inspector</th>
<th>Inspector</th>
<th><strong>Total Hours</strong></th>
<th><strong>Labor Cost</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Salary</strong></td>
<td>$ 63.00</td>
<td>$ 45.32</td>
<td>$ 31.84</td>
<td>$ 27.58</td>
<td>$ 21.50</td>
<td></td>
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<tr>
<td><strong>Multiplier 2.6878</strong></td>
<td>$ 106.34</td>
<td>$ 76.50</td>
<td>$ 53.74</td>
<td>$ 46.55</td>
<td>$ 36.29</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Billing Rates</strong></td>
<td>$ 169.34</td>
<td>$ 121.82</td>
<td>$ 85.58</td>
<td>$ 74.13</td>
<td>$ 57.79</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>TASK</strong></th>
<th><strong>Hours</strong></th>
<th><strong>Cost</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Staff Meetings (Additional Services)</td>
<td>60</td>
<td>$10,160.40</td>
</tr>
<tr>
<td>2 Site Inspections (Additional Services)</td>
<td>1880</td>
<td>$139,364.40</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>1940</td>
<td>$149,524.80</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>1</td>
<td>$10,160.40</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$10,160.40</td>
</tr>
<tr>
<td>2</td>
<td>$139,364.40</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$139,364.40</td>
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<tr>
<td><strong>Total</strong></td>
<td>$149,524.80</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$149,524.80</td>
</tr>
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</table>

### III. Fee Limit

- **Not-to-exceed Cost**: $149,524.80
- **Allowance**: $0.00
- **Total**: $149,524.80

### 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 October 18, 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. 17-02-KCCS/CEIP ("Task Order") to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and KCCS, Inc. ("Consultant"), for the Consultant to provide additional Construction, Engineering and Inspection services for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvement project and other associated services in an amount not to exceed $89,159.00; providing that the total Task Order, as amended, shall not exceed $131,639.22 (Engineering Project No. 16016-110, Oracle No. 15074); and providing an effective date.

EXPLANATION: The City is constructing a major storm drainage improvement project at 8th Avenue South, 44th Street South and Vicinity which requires CEI services on a daily basis. Due to the volume of city construction projects underway at this time, additional temporary assistance is required to oversee this important project.

On March 24, 2017, the City of St. Petersburg, Florida ("City") and KCCS, Inc. entered into a professional services agreement for Consultant to provide miscellaneous professional services for construction engineering and inspection services for City construction project.

On June 14, 2018, Engineering and Capital Improvements ("ECID") administratively approved Task Order No. 17-02-KCCS/CEIP in the amount of $42,480.22 which provided for CEI services to begin the 8th Avenue South, 44th Street South and Vicinity storm drainage improvement project.

Amendment No. 1 to Task Order No. 17-02-KCCS/CEIP in the amount of $89,159.00 will provide continued CEI services during the construction phase of this drainage project.

Task Order No. 17-02-KCCS/CEIP and Amendment No. 1 includes the following work and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Initial CEI services</th>
<th>$42,480.22 (Approved)</th>
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</thead>
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<tr>
<td>Amendment No. 1</td>
<td>Continued CEI services</td>
</tr>
<tr>
<td>Consultant Total</td>
<td>$89,159.00 (New)</td>
</tr>
<tr>
<td></td>
<td>$131,639.22</td>
</tr>
</tbody>
</table>

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 17-02-KCCS/CEIP ("Task Order") to the professional services agreement dated March 24, 2017, between the City of St. Petersburg, Florida and KCCS, Inc. ("Consultant"), for the Consultant to provide additional Construction, Engineering and Inspection services for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvement project and other associated services in an amount not to exceed $89,159.00; providing that the total Task Order, as amended, shall not exceed $131,639.22 (Engineering Project No. 16016-110, Oracle No. 15074); and providing an effective date.
COST/FUNDING/ASSESSMENT INFORMATION: Funds have previously been appropriated in the Citywide Infrastructure CIP Fund (3027) and the Stormwater Drainage Capital Projects Fund (4013) 8th Ave S at 44th St South Project (15074).

ATTACHMENTS: Resolution
Task Order Amendment No. 1

APPROVALS: Administrative
Budget
RESOLUTION 2018-_______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 17-02-KCCS/CEIP ("TASK ORDER") TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 24, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND KCCS, INC. ("CONSULTANT") FOR THE CONSULTANT TO PROVIDE ADDITIONAL CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES FOR THE 8TH AVENUE SOUTH, 44TH STREET SOUTH AND VICINITY STORM DRAINAGE IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $89,159.00; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $131,639.22 (ENGINEERING PROJECT NO. 16016-110; ORACLE NO. 15074); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida and KCCS, Inc. ("Consultant"), entered into a professional services agreement on March 24, 2017 for Consultant to provide miscellaneous Professional Services for Construction Engineering and Inspection (CEI) Services for City Construction Projects; and

WHEREAS, on June 14, 2018, Administration issued Task Order No. 17-02-KCCS/CEIP ("Task Order") in an amount not to exceed $42,480.22 for Consultant to provide CEI services to begin the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvement Project; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for Consultant to provide additional CEI services during the construction phase of the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvement Project in an amount not to exceed $89,159.00.

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. 1 to Task Order No. 17-02-KCCS/CEIP ("Task Order") to the Professional Services Agreement dated March 24, 2017, between the City of St. Petersburg, Florida and KCCS, Inc. ("Consultant"), for the Consultant to provide additional Construction, Engineering and Inspection services for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvement project and other associated services in an amount not to exceed $89,159.00.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $131,639.22.

This resolution shall become effective immediately upon its adoption.

Approved by:  

[Signature]

Legal Department  
By: (City Attorney or Designee)  
00403217

Approved by:  

[Signature]  
Brijesh Prayun, 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: KCCS, Inc.
Amendment No. 1 to Task Order No. 17-02-KCCS/CEIP in the amount of $131,639.22

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 Construction Engineering an Inspection ("CEI") Services for the 8th Avenue South, 44th Street South and Vicinity Storm Drainage Improvement project

KCCS, Inc. specializes in and has satisfactorily completed CEI Services for other Agencies. This work is a continuation of the previous inspection services.

KCCS, Inc. has significant experience in construction phase inspection activities.

This is the first Amendment to the second 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>
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<tr>
<td>01</td>
<td>13022-112</td>
<td>30th Avenue North Bicycle Facility - FDOT CEI Services</td>
<td>06/12/17</td>
<td>72,858.62</td>
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<tr>
<td>02</td>
<td>16016-110</td>
<td>8th Ave S, 44th St S and Vicinity, SDI - CEI Services</td>
<td>06/14/18</td>
<td>42,480.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amendment No. 1</td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>09227-119</td>
<td>St. Pete Pier Approach - CEI Services</td>
<td>06/26/18</td>
<td>42,126.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total:</td>
<td>157,465.06</td>
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</table>
This Amendment No. 1 to Task Order No. 17-02-KCCS/CEIP is made and entered into this ______ day of ________________, 201__, pursuant to the PROFESSIONAL SERVICES AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION PROJECTS dated March 24, 2017 ("Agreement") between KCCS, Inc. ("Consultant"), 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 Consultant was authorized to perform Construction, Engineering and Inspection (CEI) services, as directed by the City. Project work includes drainage improvements for 8th Avenue South, 44th Street South and Vicinity, and other associated activities.

For this Amendment No. 1, the Consultant is authorized to continue with CEI services for the referenced project.

II. SCOPE OF SERVICES

Task 1 - Staff Meetings (Additional Services)
The Consultant shall continue to attend meetings, as requested by City staff.

Task 2 - Site Inspections (Additional Services)
The Consultant shall continue to assist in-house City inspection staff with site inspections.

III. SCHEDULE

All services for this Task Order are anticipated to be completed within project schedule assigned by the City.

IV. CONSULTANT’S RESPONSIBILITIES

- Coordinate, complete and document construction activities.
- Provide daily inspection of assigned construction activities, as required.
- Provide accurate and timely summary reports and invoices for services per the contract.

V. CITY’S RESPONSIBILITIES

- Provide timely coordination of required field inspector needs.
- Advise any changes to Contractor’s management/oversight team.
• Provide notice of project changes/schedule changes.
• Provide contract administration.

VI. DELIVERABLES

• Daily work and test reports for dates of visits to the project for Consultant Field Inspector.
• Provide status reports, as requested.

VII. CONSULTANT'S COMPENSATION

Under the initial Task Order for work under Tasks 1 and 2, the City shall compensate the Consultant the not-to-exceed amount of $42,480.22.

For this Amendment No. 1, the City shall compensate the Consultant the not-to-exceed amount of $89,159.00 for continuation of Tasks 1 and 2, per Appendix A.

The total Task Order amount including Amendment No. 1 shall not exceed $131,639.22.

VIII. PROJECT TEAM

KCCS, Inc. No subconsultants will be used for this project.

IX. MISCELLANOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this 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)

KCCS, Inc.
(Company Name)

By: ____________________________
    (Signature)
    George Dewey Martin, III, P.E., President
    (Printed Name and Title)

Date: September 5, 2018

WITNESSES:

By: ____________________________
    (Signature)
    Kellie W. Loper
    (Printed Name)

By: ____________________________
    (Signature)
    M.L. Miller
    (Printed Name)
APPENDIX A
Work Task Breakdown
City of St. Petersburg
8th Avenue South, 44th Street South and Vicinity - Storm Drainage Improvements
Project No. 16016-110

I. Manpower Estimate: All Tasks

<table>
<thead>
<tr>
<th>Direct Labor Rates Classifications</th>
<th>Senior Project Engineer</th>
<th>Project Administrator</th>
<th>Contract Support Specialist</th>
<th>Senior Inspector</th>
<th>Inspector</th>
<th>Total Hours</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Salary</td>
<td>$ 63.00</td>
<td>$ 45.32</td>
<td>$ 31.84</td>
<td>$ 34.00</td>
<td>$ 21.50</td>
<td>30</td>
<td>$ 5,080.20</td>
</tr>
<tr>
<td>Multiplier 2.6678</td>
<td>$ 106.34</td>
<td>$ 76.50</td>
<td>$ 53.74</td>
<td>$ 57.39</td>
<td>$ 36.29</td>
<td>920</td>
<td>$ 84,078.80</td>
</tr>
<tr>
<td>Billing Rates</td>
<td>$ 169.34</td>
<td>$ 121.82</td>
<td>$ 85.58</td>
<td>$ 91.39</td>
<td>$ 57.79</td>
<td>950</td>
<td>$ 89,159.00</td>
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<th></th>
<th></th>
<th>920</th>
<th>950</th>
<th></th>
<th></th>
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<tr>
<td>Staff Meetings (Additional Services)</td>
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<td></td>
<td></td>
<td></td>
<td>30</td>
<td></td>
<td>$ 5,080.20</td>
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<tr>
<td>Site Inspections (Additional Services)</td>
<td></td>
<td>920</td>
<td></td>
<td></td>
<td></td>
<td>920</td>
<td></td>
<td>$ 84,078.80</td>
</tr>
</tbody>
</table>

Totals: 30  0  0  920  0  950  $ 89,159.00

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>1</td>
<td>$5,080.20</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,080.20</td>
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<tr>
<td>2</td>
<td>$84,078.80</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$84,078.80</td>
</tr>
<tr>
<td>Total</td>
<td>$89,159.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$89,159.00</td>
</tr>
</tbody>
</table>

III. Fee Limit

Not-to-exceed Cost $89,159.00
Allowance⁴ $0.00
Total: $89,159.00

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 October 18, 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. 16-01-CBGACFIP ("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 $46,270; providing that the total Task Order, as amended, shall not exceed $167,140; (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-CBGACFIP 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.

On July 12, 2018 City Council approved Amendment No. 1 to Task Order No. 16-01-CBGACFIP in the amount of $92,820, which provided for design through construction administration services for the design of the replacement system of an exterior waterproof envelope of the Mahaffey Theater.

Amendment No. 2 to Task Order No. 16-01-CBGACFIP in the amount of $46,270 shall provide professional architectural services for additional scope items discovered during field investigations at the beginning of the implementation of Amendment No. 1. The additional design services scope includes the following:

a. three additional roof areas that are currently leaking,
b. providing energy/load models of the affected areas to determine if current units still have enough capacity to accommodate the proposed cladding system(s) changes,
c. adding the removal and replacement of the existing defunct and antiquated architectural lighting system around the tower,
d. replacing rusted out HVAC curb flashings, and
e. performing additional site observations to satisfy the permit inspection requirements of the City of St. Petersburg Building Department.
f. Seal and paint the entire building.
The facility was last sealed and painted in 2006 prior to the failure of the exterior stucco system. Typically, commercial sealant and paint systems function properly for seven to eight years. Evidence of on-going exterior window and wall leaks not within the original scope of the design work have been reported. Painting the entire facility now will allow the possibility of obtaining an exterior envelope leak warranty for the entire facility. Sealing and painting the entire facility together at one time will provide guarantee a uniform aesthetic appearance.

Task Order No. 16-01-CBGA/CFIP, Amendment No. 1 and Amendment No. 2 to Task Order include the following phases and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Status</th>
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<tr>
<td>16-01-CBGA/CFIP</td>
<td>$28,050.00</td>
<td>Approved</td>
</tr>
<tr>
<td>Amendment No. 1 Phase 1 - Schematic Design</td>
<td>$11,760.00</td>
<td>Approved</td>
</tr>
<tr>
<td>Amendment No. 1 Phase 2 - Design Development</td>
<td>$8,700.00</td>
<td>Approved</td>
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<tr>
<td>Amendment No. 1 Phase 3 - Construction Documents</td>
<td>$30,600.00</td>
<td>Approved</td>
</tr>
<tr>
<td>Amendment No. 1 Phase 4 - Bidding</td>
<td>$4,800.00</td>
<td>Approved</td>
</tr>
<tr>
<td>Amendment No. 1 Phase 5 - Construction Administration</td>
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</tr>
<tr>
<td>Amendment No. 2</td>
<td>$46,270.00</td>
<td>New</td>
</tr>
</tbody>
</table>

Consultant Total $167,140.00

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. 2 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 $46,270; providing that the total Task Order, as amended, shall not exceed $167,140; (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. 2 to Task Order No. 16-01-CBGA/CFIP

APPROVALS: Administrative

[Signatures]
RESOLUTION 2018-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 16-01-CBGA/CFIP (“TASK ORDER”), AS AMENDED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JUNE 7, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND C. B. GOLDSMITH AND ASSOCIATES, INC. (“A/E”) FOR A/E TO PROVIDE ADDITIONAL PROFESSIONAL ARCHITECTURAL SERVICES RELATED TO THE MAHAFFEY THEATER EXTERIOR STUCCO WALL REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $46,270; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $167,140 (ECID PROJECT NO. 17201-019; 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 an amount not to exceed $28,050 for A/E to provide design and construction administration services for replacement of a portion of the Mahaffey Theater exterior wall at west loading dock area; and

WHEREAS, on July 12, 2018, City Council approved Amendment No. 1 to the Task Order in an amount not to exceed $92,820, for A/E to provide design and construction administration services for the replacement system of an exterior waterproof envelope of the Mahaffey Theater pursuant to the Mahaffey Theater Exterior Stucco Wall Replacement Project; and

WHEREAS, Administration desires to issue Amendment No. 2 to the Task Order, as amended, for A/E to complete additional scope items that were discovered during work performed under Amendment No. 1 in an amount not to exceed $46,270.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 2 to Task Order No. 16-01-CBGA/CFIP (“Task Order”), as amended, 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 additional professional architectural services related to the Mahaffey Theater Exterior Stucco Wall Replacement Project in an amount not to exceed $46,270.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $167,140.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
06403301

Approved by:

[Signature]
Brijesh Prayam, 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. 2 to Task Order No. 16-01-CBGA/CFIP in the amount of $167,140

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, bidding and construction phase services for the Mahaffey Theater Exterior Stucco Wall Replacement Project

   C.B. Goldsmith and Associates, Inc. has satisfactorily completed preliminary analysis and investigation on the western section of the Mahaffey Theater and currently completing design phase services for exterior waterproofing throughout the exterior of the facility. This work is a continuation of the previous condition assessment.

   C.B. Goldsmith and Associates, Inc. has satisfactorily completed similar work, and is familiar with the City Standards.

   Moffatt and Nichol, Inc. has significant experience in the design, permitting and construction phase activities for facility waterproof envelope.

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

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

Transaction Report for
C.B. Goldsmith and Associates, Inc.
Miscellaneous Professional Services for City Facility Improvement Projects
A/E Agreement Effective - June 7, 2016
A/E Agreement Expiration - December 22, 2019

<table>
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<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
<th>NTP Issued</th>
<th>Authorized Amount</th>
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<td>Amendment No. 1 - Tasks 1 - 4</td>
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<td>Sunken Gardens - Lower Roof Replacement</td>
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<td>03</td>
<td>17216-019</td>
<td>Mahaffey Theater Improvements FY17 - Tower Roof Repair</td>
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<td>Waterproofing Systems Peer Review</td>
<td>09/14/18</td>
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<td><strong>Total:</strong></td>
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<td><strong>225,210.00</strong></td>
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AMENDMENT NO. 2 TO TASK ORDER NO. 16-01-CBGA/CFIP
MAHAFFEY THEATER EXTERIOR WALL
CITY FACILITY IMPROVEMENT PROJECTS
CITY PROJECT NO. 17201-019

This Amendment No. 2 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 authorized the A/E to provide architectural design services for repair of the existing building envelope at the Mahaffey Theater.

Amendment No. 2 to the Task Order authorizes the A/E to provide additional architectural design services to include: new roofing, painting, waterproofing, and mechanical consulting.

II. SCOPE OF SERVICES

Task 1 Schematic Design (SD) - Additional Services
7. Provide energy/load models of the affected areas (stage area, seating area) to determine if current units still have enough capacity to accommodate a thermal change in the cladding design. Generate report showing impact on building load.

Task 2 Design Development (DD) - Additional Services
5. Develop revised design scope including revised cost estimate.

Task 3 Construction Documents (CD) - Additional Services
4. Provide drawings and specifications to replace the existing BUR roof covering at roof areas R-23 and R-22NW, and the existing standing seam metal roof covering at roof area R-24;
5. Provide drawings and specifications to replace the existing architectural lighting system around the tower;
6. Provide drawings and specifications to disconnect and reconnect an existing HVAC unit at roof area R-10 to replace the rusted out curb flashings;

7. Provide drawings and specifications to seal and paint the remaining elevations of the entire building.

Task 5  Construction Administration (CA) - Additional Services
11. Perform additional site observations (with reports) to satisfy the permit inspection requirements of the Building Department (minimum once per week);

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed. Revised schedule is as follows:

Complete Tasks 1 through 3 within 111 days, as follows:

   Task 1 (SD): 45 days
   Task 2 (DD): 21 days
   Task 3 (CD): 45 days

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

Task 1 - N/A
Task 2 - Design Documents and cost estimates (PDF, electronically)
Task 3 - Contract Documents including signed and sealed plans (Word, Excel, PDF, electronically)
Task 5 - Inspection reports resulting from site visits and close-out documents (PDF, electronically)

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 A/E was authorized the lump sum amount of $92,820 for Tasks 1 through 5.

For Amendment No. 2, the City shall compensate the A/E the lump sum amount of $48,270 for revised Tasks 1, 2, 3, and 5, per Appendix A.

The total Task Order amount including Amendment Nos. 1 and 2 shall not exceed $160,090.

VIII. PROJECT TEAM

C.B. Goldsmith and Associates, Inc. staff to include:

Robert Whitcomb, AIA
Charles Goldsmith, AIA
Claude Pullen, AIA
Support Staff

Mechanical Subconsultants used for this Task Order.
Affiliated Engineers, Inc.
One Harbour Place, Suite 450
Tampa, FL 33602

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 2 to Task Order and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 2 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: Chandrashas 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.

By: Charles B. Goldsmith, CEO
(Printed Name and Title)

Date: 10/2/18

WITNESSES:

By: (Signature)

Charles B. Goldsmith, CEO
(Printed Name)

By: (Signature)

Robert Whitcomb
(Printed Name)

By: (Signature)

Richard H. Tami
(Printed Name)
## APPENDIX A
### Work Task Breakdown
City of St. Petersburg
Mahaffey Theater Exterior Wall
Project No. 17201-019

### I. Manpower Estimate: All Tasks

<table>
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<tr>
<th>Direct Labor Rates Classifications</th>
<th>Senior Architect</th>
<th>Staff Architect</th>
<th>Project Manager</th>
<th>Senior Technical Expert</th>
<th>Staff Technician</th>
<th>Architect Intern</th>
<th>Architect Intern</th>
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### II. Fee Calculation

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<th>Task</th>
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<th>Expenses</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
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### III. Fee Limit

- **Lump Sum Cost**: $46,270.00
- **Allowance**: $0.00
- **Total**: $46,270.00

### IV. Notes:

1. Rates (per contract).
2. Includes expenses for: Parking, Mileage, Blueprinting
3. Includes 10 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.
CB-10
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of October 18, 2018

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept funding under State of Florida Department of Transportation (“FDOT”) District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) (“Agreement”) in an amount not to exceed $350,000 for a portion of SR 55 (US 19); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT HLRMOA FY19-2 SR 55 (US 19), (Oracle Project Nos. TBD); and providing an effective date.

EXPLANATION: The State of Florida Department of Transportation (“FDOT”) has established programs to fund the beautification of existing state highways, and has proposed a HLRMOA agreement for landscape improvements along SR 55 (US 19) from 30th Avenue S. to 5th Avenue N., 2.5 Miles, in the City of St. Petersburg, Pinellas County, Florida.

The City’s Engineering and Capital Improvements Department (ECID) will coordinate the design of landscape plans for the project with the FDOT District Seven Landscape Architect and submit plans to FDOT for approval prior to installation. The City’s Engineering and Capital Improvements Department will coordinate the installation and establishment of the landscape improvements and submit as built plans and reimbursement invoices to FDOT for landscape design, installation and establishment costs after the work is completed, up to a maximum of $350,000.

The City’s Stormwater, Pavement and Traffic Operations Department (SPTO) currently performs routine maintenance of landscaped areas along the state road corridors within the City of St. Petersburg pursuant to FDOT HLRMOA agreements. The Agreements require the City to perform ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and replacement or removal of dead plants at the City’s option. The Agreements are in effect until terminated by either the FDOT or the City following sixty (60) days written notice.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to accept funding under State of Florida Department of Transportation (“FDOT”) District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) (“Agreement”) in an amount not to exceed $350,000 for a portion of SR 55 (US 19); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT HLRMOA FY19-2 SR 55 (US 19), (Oracle Project Nos. TBD); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after approval of a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), from these additional revenues resulting from the Landscape Reimbursement and Maintenance Memorandum Agreement (HLRMOA) (“Agreement”) to the FDOT HLRMOA FY19-2 SR 55 (US 19) Project, (Oracle Project No. TBD).
ATTACHMENT: Resolution Agreement Map

APPROVALS: Administration

Budget:
RESOLUTION NO. 2018 - xxx

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT FUNDING UNDER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT (HLRMOA) ("AGREEMENT") IN AN AMOUNT NOT TO EXCEED $350,000 IN FUNDS FOR A PORTION OF SR 55 (US 19); AND TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $350,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THESE ADDITIONAL REVENUES, TO FDOT HLRMOA FY19-2 SR 55 (US 19), (ORACLE PROJECT NOS. TBD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Florida Department of Transportation ("FDOT") has established programs to fund the beautification of existing state highways, and has proposed a HLRMOA agreement for landscape improvements along SR 55 (US 19) from 30th Avenue S. to 5th Avenue N., 2.5 Miles, in the City of St. Petersburg, Pinellas County, Florida; and

WHEREAS, FDOT has offered the City funding in an amount not to exceed $350,000 for landscape improvements for a portion of SR 55 (US 19), pursuant to a District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement"); and

WHEREAS, under the Agreement the City’s Engineering and Capital Improvements Department (ECID) will coordinate the design, installation, establishment and reimbursement of the landscape improvements and the City’s Stormwater, Pavement and Traffic Operations Department (SPTO) will perform the ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and replacement or removal of dead plants at the City’s option; and

WHEREAS, the City’s maintenance responsibilities shall remain in full force and effect until the Agreement is terminated by either the FDOT or the City following sixty (60) days written notice; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept funding under an FDOT District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $350,000 in funds for a portion of SR 55 (US 19); and
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement and all other documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, the following supplemental appropriation for FY19:

General Capital Improvement Fund (3001)

FDOT HLRMOA FY19-2 SR 55 (US 19)
Oracle Project Nos. TBD, $350,000

This resolution shall become effective immediately upon its adoption.

Approved by:

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

[Signature]
Elizabeth Makofske
Budget Director

Approved by:

[Signature]
Brejesh Prayman, P.E.
Engineering Director

Legal: 00263377.doc V. 3
DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT
AND MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into as of the __ day of __________ 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, (the "Department") and THE CITY OF ST. PETERSBURG, FLORIDA a political subdivision of the state of Florida, (the "Agency").

WITNESSETH

WHEREAS, the Department owns State Road 55 (US Highway 19) (Section # 1515-0000) right-of-way from 30th Avenue S. (M.P. 2.377) to 5th Avenue N. (M.P. 4.874) in Pinellas County, Florida and

WHEREAS, the Agency seeks to beautify that portion of State Road 55 referenced above through the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, under F.P.I.D. 444060-1-58-01 the Department has allocated funds for such improvements and is authorized pursuant to Section 334.044(26), Florida Statutes, to reimburse the Agency for eligible expenditures; and

WHEREAS, upon installation of such improvements, the Agency has agreed to maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044(7), Florida Statutes to enter into contracts and agreements with counties/municipalities for maintenance of roadside landscape improvements on the State Highway System; and

WHEREAS, the Agency 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. SUBMITTALS

   a. The Agency shall produce plans for, and install landscape improvements on, those areas of the State Road as depicted in the Landscape Plans and Specifications attached. All work conducted in connection with plans production and installation of improvements shall be referred to as the "Project".

   b. Within one hundred and twenty (120) calendar days after execution of this Agreement, the Agency shall submit to the Department four copies of the landscape plans and specifications. This shall include:

      3. Two (2) copies of the following documents are required:
         a. The Project schedule.
         b. Letters of no conflict from all utilities within the Project limits.
         c. Project cost estimate.
Within fifteen (15) business days of the receipt of review comments by the Department, the Agency shall revise all documents required herein in accordance with the Department's comments and submit one (1) electronic copy of the revised documents for the Department's written approval. Within five (5) business days of receipt of Department approval, the Agency shall submit two (2) hard copies and one (1) electronic copy of the approved Plans and Specifications in 11" x 17" format to the Department. Failure to submit any of the required documents within the time periods specified may result in termination by the Department of this Agreement.

c. If any of the submittals of the Agency pursuant to Paragraph 1.b. are rejected by the Department and returned to the Agency for revisions, such documents must be approved and resubmitted to the Department not later than one hundred and eighty (180) calendar days following the execution of this Agreement. If such documents are not resubmitted as approved, the Department may terminate this Agreement, including its obligation to reimburse any monies expended for the Project except for those approved expenditures for design of the Project.

d. 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 requested.

(1) 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 Agency; and

(2) If to the Agency address to

or at such other address as the Agency from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

2. INSTALLATION

a. The Agency shall not commence Project installation until the Department has issued a Notice to Proceed with Construction. Said Notice shall contain the Project completion date. The Agency shall notify the District Landscape Architect (DLA) and the Operations Center Engineer two (2) business days prior to commencing work on the Project site.

b. The Agency agrees to install or cause to be installed landscaping within the Project area as specified in the attached Landscape Plans and Specifications. The Agency shall not change or deviate from the plan(s) without the Department's prior written approval.

c. If the Agency desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen (15) feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and the Department's Maintenance of Traffic Regulations. The Agency 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 Agency shall provide the Department with the Worksite Traffic Supervisor's certification.

d. 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 a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the Agency.

e. If the Agency fails to substantially complete Project installation by the completion date in the Notice to Proceed, the Department shall provide the Agency with written notice of its intent to terminate this Agreement. If the Agency fails to respond or take corrective action within the prescribed time period set forth in the notice, the Department may terminate the Agreement as provided for in Paragraph 6.b., including its obligation to reimburse any monies expended for the Project except for those portions of the Project already completed by the Agency and accepted by the Department.

f. Upon certification of completion by the Agency, inspection, and approval of the Project as substantially complete in writing by the DLA, the Project shall be subject to a ninety (90) calendar day establishment period. Work performed and costs incurred after final project approval are not eligible for reimbursement.

3. BILLING and PAYMENT

a. Upon completion of the ninety (90) calendar day establishment period and approval of the Project installation by the Department, the Agency shall, within one hundred and eighty (180) calendar days, furnish the Department with two (2) signed originals of its final and complete billing of all eligible costs incurred in connection with the Project. The invoice shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited.

b. The Department shall reimburse the Agency in an amount not to exceed $350,000 (Three Hundred Thousand Fifty Dollars and No Cents) for all eligible expenditures for the professional design, inspection, and enforcement of the material and installation standards; and the purchase, installation, and establishment of plant material as identified in Exhibit "A". Reimbursement for design fees shall not exceed ten percent (10%) of the total reimbursement amount.

c. Payment shall be made to the Agency by the Department under the following conditions.

1. This Agreement has not been terminated pursuant to Paragraph 6. b.
2. The Agency agrees to complete the Project on or before two (2) years from the date of the Agreement. If the Agency does not complete the Project within this time period, any reimbursement for payment shall not be processed by the Department unless an extension of the time period is requested by the Agency and granted in writing by the Department.
3. Written certification of the completion of the installation and acceptance by the Agency is provided to the Department.
4. The DLA has inspected the work and has issued a letter of final completion to the Agency noting that it has fully met the terms and conditions of this Agreement.

5. After Department issuance of the Substantial Completion letter, the Agency shall provide the Department with two (2) hard copy sets and one (1) electronic copy of 11" x 17" format As-Built drawings.

4. STANDARD FINANCIAL PROVISIONS

a. The Department agrees to compensate the Agency for services described in Exhibit A - Landscape Plans and Specifications. The Method of Compensation is described in Section 3, "Billing and Payment".

b. The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and its quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit A - Landscape Plans and Specifications.

c. Invoice Summaries shall be submitted by the Agency in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A - Landscape Plans and Specifications. Deliverables must be received and accepted in writing by the Department's DLA prior to payments. There shall be no reimbursement for travel expenses under this Agreement.

d. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Agency shall, within five (5) business days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. Payment shall not be made to the Agency until the goods and services have been received and proof of payment or other backup documentation as requested is provided to the Department. The Project must be completed (goods and services received and approved by the Agency) no later than ________________.

The Agency providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services should take no longer than five (5) business days. The Department has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the date the Invoice Summary is received.

If a payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03 (1), F.S., will be due and payable, in addition to the
Invoice Summary amount, to the Agency. Interest penalties of less than one dollar ($1.00) will not be enforced unless the Agency requests payment. Invoice Summaries that have to be returned to the Agency because of Agency preparation errors will result in a delay of the payment. The Invoice Summary payment requirements do not start until a properly completed Invoice Summary is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the Agency who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

e. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request by the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency’s general accounting records and project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

f. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135 (6) (a), F.S., are hereby incorporated: "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts which are for an amount in excess of $25,000.00 and which have a term for a period of more than one year."

g. The Department’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

h. The Agency agrees to comply with Section 20.055 (5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055 (5), F.S.

5. MAINTENANCE

a. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraphs 5. f. and 6. a., the Agency shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the Agency agrees to:
(1) remove litter from all landscaped areas of the Project;
(2) remove fallen palm fronds, fallen fruit and flower stalks and fallen twigs and limbs from all landscaped areas of the Project;
(3) water and fertilize all plants;
(4) mulch all plant beds;
(5) keep plants as free as practicable from disease and harmful insects;
(6) weed the Project premises routinely;
(7) mow and/or cut grass within the areas delineated by the landscape plans;
(8) prune all plants, specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visibility hazard to those using the roadway;
(9) replace, or at the Agency's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department;
(10) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
(11) trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).

b. 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 6.b.

c. The Operations Center Engineer shall be notified two (2) business days in advance of commencing any scheduled construction or maintenance activities Emergency repairs shall be performed without delay and the Operations Center Engineer notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located at 16411 Spring Hill Dr. Brooksville, FL. 34604 Telephone 352-848-2600.

d. Prior to any Project construction or reconstruction activity, the Agency shall submit plans to the Department for review and approval of the proposed work. Additionally, such plans shall be submitted to all utilities with facilities within the limits of work for their review and comment. The Agency shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Work shall not start until the Department has issued a Design Approval and Notice to Proceed with Construction letter to the Agency. Prior to commencing any field activity on this Project, the Agency shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

e. The Department will require the Agency to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Agency or representatives of the Agency violate the conditions or intent of this agreement as determined by the Department.

f. It is understood between the parties hereto 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 Agency shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty (60) calendar days to remove all or
part of the Project at its own cost. The Agency will own that part of the Project it removes. After the sixty (60) calendar day's removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the Agency removes improvements pursuant to this agreement, the Agency shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

g. The Agency covenants to appropriate in its annual budget, for each Fiscal Year, non-ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the Agency from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.

6. TERMINATION

a. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of the Agreement, with ten (10) year renewal options. The Department shall send the Agency an expiration notice six (6) months prior to each ten (10) year expiration date. Any renewal option must be agreed upon by both parties in writing ninety (90) calendar days prior to the expiration of the existing agreement.

In the event that the Agency elects not to renew the Agreement, then the Agency shall, at its sole expense, 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.

b. The Agreement may be terminated by the Department if the Agency, following fifteen (15) calendar days' written notice, fails to perform its duties under this Agreement.

c. The Department reserves the right to unilaterally cancel the Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

d. Within sixty (60) calendar days following a notice to terminate pursuant to Paragraph 6.b., if the Department requests, the Agency shall 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 pursuant to Paragraph 6.b., the Department may complete, remove, relocate or adjust the Project as it deems best.

7. CLAIMS

a. When the Department receives notice of a claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency.

8. GENERAL

a. The Department's District Secretary or his designee 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 hereto.

b. E-Verify:

1. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of this Agreement; and

2. The Agency shall expressly require any subcontractors performing work or providing services to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employee eligibility of all new employees hired by the subcontractor during this Agreement's term.

c. This Agreement embodies the entire Agreement and understanding between the parties hereto 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. This Agreement may not be assigned or transferred by the Agency in whole or in part without written consent of the Department.

d. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

e. This Agreement, regardless of where executed, shall be governed by and construed according to the Laws of the State of Florida.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

_______________, FLORIDA,
A political subdivision
of the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: ___________________________
_________________________________
_________________________________

Attest: __________________________
Title: __________________________ Date:

Legal Review:

_________________________________
Title: __________________________

By: __________________________
Brian McKishnie, P.E.
Director of Transportation Operations,
District Seven

Attest: __________________________
Title: __________________________ Date:

Legal Review:

_________________________________
Office of General Council, District Seven
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of October 18, 2018

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept funding under State of Florida Department of Transportation ("FDOT") District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $350,000 for a portion of SR 93 (I-275); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT HLRMOA FY19-3 SR 93 (I-275), (Oracle Project Nos. TBD); and providing an effective date.

EXPLANATION: The State of Florida Department of Transportation ("FDOT") has established programs to fund the beautification of existing state highways, and has proposed a HLRMOA agreement for landscape improvements to SR 93 (I-275) at the 26th Avenue S. Interchange from the S. end of the NB ramp for 26th Avenue S. to the N. end of Bridge #153, in the City of St. Petersburg, Pinellas County, Florida.

The City’s Engineering and Capital Improvements Department (ECID) will coordinate the design of landscape plans for the project with the FDOT District Seven Landscape Architect and submit plans to FDOT for approval prior to installation. The City’s Engineering and Capital Improvements Department will coordinate the installation and establishment of the landscape improvements and submit as built plans and reimbursement invoices to FDOT for landscape design, installation and establishment costs after the work is completed, up to a maximum of $350,000.

The City’s Stormwater, Pavement and Traffic Operations Department (SPTO) currently performs routine maintenance of landscaped areas along the state road corridors within the City of St. Petersburg pursuant to FDOT HLRMOA agreements. The Agreements require the City to perform ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and replacement or removal of dead plants at the City’s option. The Agreements are in effect until terminated by either the FDOT or the City following sixty (60) days written notice.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to funding under State of Florida Department of Transportation ("FDOT") District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $350,000 for a portion of SR 93 (I-275); and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT HLRMOA FY19-3 SR 93 (I-275), (Oracle Project Nos. TBD); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after approval of a supplemental appropriation in the amount of $350,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), from these additional revenues resulting from the Landscape Reimbursement and Maintenance Memorandum Agreement (HLRMOA) ("Agreement") to the FDOT HLRMOA FY19-3 SR 93 (I-275) Project, (Oracle Project No. TBD).
RESOLUTION NO. 2018 - xxx

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT FUNDING UNDER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT (HLRMOA) ("AGREEMENT") IN AN AMOUNT NOT TO EXCEED $350,000 IN FUNDS FOR A PORTION OF SR 93 (I-275); AND TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $350,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THESE ADDITIONAL REVENUES, TO FDOT HLRMOA FY19-3 SR 93 (I-275), (ORACLE PROJECT NOS. TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Florida Department of Transportation ("FDOT") has established programs to fund the beautification of existing state highways, and has proposed a HLRMOA agreement for landscape improvements to SR 93 (I-275) at the 26th Avenue S. Interchange from the S. end of the NB ramp for 26th Avenue S. to the N. end of Bridge #153, in the City of St. Petersburg, Pinellas County, Florida.

WHEREAS, FDOT has offered the City funding in an amount not to exceed $350,000 for landscape improvements for a portion of SR 93 (I-275), pursuant to a District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement"); and

WHEREAS, under the Agreement the City’s Engineering and Capital Improvements Department (ECID) will coordinate the design, installation, establishment and reimbursement of the landscape improvements and the City’s Stormwater, Pavement and Traffic Operations Department (SPTO) will perform the ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and replacement or removal of dead plants at the City’s option; and

WHEREAS, the City’s maintenance responsibilities shall remain in full force and effect until the Agreement is terminated by either the FDOT or the City following sixty (60) days written notice; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept funding under an FDOT District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $350,000 in funds for a portion of SR 93
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement and all other documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, the following supplemental appropriation for FY19:

General Capital Improvement Fund (3001)

FDOT HLRLMOA FY19-3 SR 93 (I-275)
Oracle Project Nos. TBD, $350,000

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Elizabeth Makofske
Budget Director

Approved by:

[Signature]
Brejesh Prayman, P.E.
Engineering Director

Legal: 00263377.doc V. 3
DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT  
AND MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into as of the ______ day of _________ 20___, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, (the "Department") and THE CITY OF ST. PETERSBURG, FLORIDA a political subdivision of the state of Florida, (the "Agency").

WITNESSETH

WHEREAS, the Department owns State Road 93 (I-275) (Section # 1519-0000) right-of-way from S. end of NB ramp for 26th Avenue S. (M.P. 2.136) to N. end of Bridge #153 (M.P. 2.322) in Pinellas County, Florida and

WHEREAS, the Agency seeks to beautify that portion of State Road 93 referenced above through the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, under F.P.I.D. 444059-1-58-01 the Department has allocated funds for such improvements and is authorized pursuant to Section 334.044(26), Florida Statutes, to reimburse the Agency for eligible expenditures; and

WHEREAS, upon installation of such improvements, the Agency has agreed to maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044(7), Florida Statutes, to enter into contracts and agreements with counties/municipalities for maintenance of roadside landscape improvements on the State Highway System; and

WHEREAS, the Agency 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. SUBMITTALS

   a. The Agency shall produce plans for, and install landscape improvements on, those areas of the State Road as depicted in the Landscape Plans and Specifications attached. All work conducted in connection with plans production and installation of improvements shall be referred to as the "Project".

   b. Within one hundred and twenty (120) calendar days after execution of this Agreement, the Agency shall submit to the Department four copies of the landscape plans and specifications. This shall include:

   3. Two (2) copies of the following documents are required:
      a. The Project schedule.
      b. Letters of no conflict from all utilities within the Project limits.
      c. Project cost estimate.
Within fifteen (15) business days of the receipt of review comments by the Department, the Agency shall revise all documents required herein in accordance with the Department's comments and submit one (1) electronic copy of the revised documents for the Department's written approval. Within five (5) business days of receipt of Department approval, the Agency shall submit two (2) hard copies and one (1) electronic copy of the approved Plans and Specifications in 11" x 17" format to the Department. Failure to submit any of the required documents within the time periods specified may result in termination by the Department of this Agreement.

c. If any of the submittals of the Agency pursuant to Paragraph 1.b. are rejected by the Department and returned to the Agency for revisions, such documents must be approved and resubmitted to the Department not later than one hundred and eighty (180) calendar days following the execution of this Agreement. If such documents are not resubmitted as approved, the Department may terminate this Agreement, including its obligation to reimburse any monies expended for the Project except for those approved expenditures for design of the Project.

d. 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 requested.

(1) 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 Agency; and

(2) If to the Agency address to ________________________________, or at such other address as the Agency from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

2. INSTALLATION

a. The Agency shall not commence Project installation until the Department has issued a Notice to Proceed with Construction. Said Notice shall contain the Project completion date. The Agency shall notify the District Landscape Architect (DLA) and the Operations Center Engineer two (2) business days prior to commencing work on the Project site.

b. The Agency agrees to install or cause to be installed landscaping within the Project area as specified in the attached Landscape Plans and Specifications. The Agency shall not change or deviate from the plan(s) without the Department's prior written approval.

c. If the Agency desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen (15) feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and the Department's Maintenance of Traffic Regulations. The Agency 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 Agency shall provide the Department with the Worksite Traffic Supervisor's certification.

d. 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 a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the Agency.

e. If the Agency fails to substantially complete Project installation by the completion date in the Notice to Proceed, the Department shall provide the Agency with written notice of its intent to terminate this Agreement. If the Agency fails to respond or take corrective action within the prescribed time period set forth in the notice, the Department may terminate the Agreement as provided for in Paragraph 6.b., including its obligation to reimburse any monies expended for the Project except for those portions of the Project already completed by the Agency and accepted by the Department.

f. Upon certification of completion by the Agency, inspection, and approval of the Project as substantially complete in writing by the DLA, the Project shall be subject to a ninety (90) calendar day establishment period. Work performed and costs incurred after final project approval are not eligible for reimbursement.

3. BILLING and PAYMENT

a. Upon completion of the ninety (90) calendar day establishment period and approval of the Project installation by the Department, the Agency shall, within one hundred and eighty (180) calendar days, furnish the Department with two (2) signed originals of its final and complete billing of all eligible costs incurred in connection with the Project. The invoice shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited.

b. The Department shall reimburse the Agency in an amount not to exceed $350,000 (Three Hundred Thousand Fifty Dollars and No Cents) for all eligible expenditures for the professional design, inspection, and enforcement of the material and installation standards; and the purchase, installation, and establishment of plant material as identified in Exhibit "A". Reimbursement for design fees shall not exceed ten percent (10%) of the total reimbursement amount.

c. Payment shall be made to the Agency by the Department under the following conditions.

1. This Agreement has not been terminated pursuant to Paragraph 6. b.
2. The Agency agrees to complete the project on or before two (2) years from the date of the Agreement. If the Agency does not complete the project within this time period, any reimbursement for payment shall not be processed by the Department unless an extension of the time period is requested by the Agency and granted in writing by the Department.
3. Written certification of the completion of the installation and acceptance by the Agency is provided to the Department.
4. The DLA has inspected the work and has issued a letter of final completion to the Agency noting that it has fully met with the terms and conditions of this Agreement.

5. After Department issuance of the Substantial Completion letter, the Agency shall provide the Department with two (2) hard copy sets and one (1) electronic copy of 11" x 17" format As-Built drawings.

4. STANDARD FINANCIAL PROVISIONS

a. The Department agrees to compensate the Agency for services described in Exhibit A - Landscape Plans and Specifications. The Method of Compensation is described in Section 3, "Billing and Payment".

b. The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and its quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit A - Landscape Plans and Specifications.

c. Invoice Summaries shall be submitted by the Agency in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A - Landscape Plans and Specifications. Deliverables must be received and accepted in writing by the Department's DLA prior to payments. There shall be no reimbursement for travel expenses under this Agreement.

d. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Agency shall, within five (5) business days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. Payment shall not be made to the Agency until the goods and services have been received and proof of payment or other backup documentation as requested is provided to the Department. The Project must be completed (goods and services received and approved by the Agency) no later than _________________.

The Agency providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services should take no longer than five (5) business days. The Department has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the date the Invoice Summary is received.

If a payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03 (1), F.S., will be due and payable, in addition to the
Invoice Summary amount, to the Agency. Interest penalties of less than one dollar ($1.00) will not be enforced unless the Agency requests payment. Invoice Summaries that have to be returned to the Agency because of Agency preparation errors will result in a delay of the payment. The Invoice Summary payment requirements do not start until a properly completed Invoice Summary is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the Agency who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

e. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request by the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

f. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135 (6) (a), F.S., are hereby incorporated: "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract.

The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts which are for an amount in excess of $25,000.00 and which have a term for a period of more than one year."

g. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

h. The Agency agrees to comply with Section 20.055 (5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055 (5), F.S.

5. MAINTENANCE

a. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraphs 5. f. and 6. a., the Agency shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the Agency agrees to:
(1) remove litter from all landscaped areas of the Project;
(2) remove fallen palm fronds, fallen fruit and flower stalks and fallen twigs and limbs from all landscaped areas of the Project;
(3) water and fertilize all plants;
(4) mulch all plant beds;
(5) keep plants as free as practicable from disease and harmful insects;
(6) weed the Project premises routinely;
(7) mow and/or cut grass within the areas delineated by the landscape plans;
(8) prune all plants, specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visibility hazard to those using the roadway;
(9) replace, or at the Agency's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department;
(10) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
(11) trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).

b. 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 6.b.

c. The Operations Center Engineer shall be notified two (2) business days in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Operations Center Engineer notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located at 16411 Spring Hill Dr. Brooksville, FL. 34604 Telephone 352-848-2600.

d. Prior to any Project construction or reconstruction activity, the Agency shall submit plans to the Department for review and approval of the proposed work. Additionally, such plans shall be submitted to all utilities with facilities within the limits of work for their review and comment. The Agency shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Work shall not start until the Department has issued a Design Approval and Notice to Proceed with Construction letter to the Agency. Prior to commencing any field activity on this Project, the Agency shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

e. The Department will require the Agency to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Agency or representatives of the Agency violate the conditions or intent of this agreement as determined by the Department.

f. It is understood between the parties hereto 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 Agency shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty (60) calendar days to remove all or
part of the Project at its own cost. The Agency will own that part of the Project it removes. After the sixty (60) calendar day's removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the Agency removes improvements pursuant to this agreement, the Agency shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

g. The Agency covenants to appropriate in its annual budget, for each Fiscal Year, non-ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the Agency from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.

6. TERMINATION

a. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of the Agreement, with ten (10) year renewal options. The Department shall send the Agency an expiration notice six (6) months prior to each ten (10) year expiration date. Any renewal option must be agreed upon by both parties in writing ninety (90) calendar days prior to the expiration of the existing agreement.

In the event that the Agency elects to not renew the Agreement, then the Agency shall, at its sole expense, 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.

b. The Agreement may be terminated by the Department if the Agency, following fifteen (15) calendar days' written notice, fails to perform its duties under this Agreement.

c. The Department reserves the right to unilaterally cancel the Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

d. Within sixty (60) calendar days following a notice to terminate pursuant to Paragraph 6.b., if the Department requests, the Agency shall 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 pursuant to Paragraph 6.b., the Department may complete, remove, relocate or adjust the Project as it deems best.

7. CLAIMS

a. When the Department receives notice of a claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency.

8. GENERAL

a. The Department's District Secretary or his designee 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 hereto.

b. E-Verify:

1. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of this Agreement; and

2. The Agency shall expressly require any subcontractors performing work or providing services to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employee eligibility of all new employees hired by the subcontractor during this Agreement's term.

c. This Agreement embodies the entire Agreement and understanding between the parties hereto 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. This Agreement may not be assigned or transferred by the Agency in whole or in part without written consent of the Department.

d. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

e. This Agreement, regardless of where executed, shall be governed by and construed according to the Laws of the State of Florida.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

________________________, FLORIDA.
A political subdivision of the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: __________________________
________________________________________
________________________________________

By: __________________________
Brian McKishnie, P.E.
Director of Transportation Operations,
District Seven

Attest: __________________________
Title: __________________________ Date

Attest: __________________________
Title: __________________________ Date

Legal Review: __________________________

Legal Review: __________________________

Title: __________________________

Office of General Council, District Seven
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept funding under State of Florida Department of Transportation ("FDOT") District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $250,000 for a portion of SR 595 (Tyrone Blvd.) and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT HLRMOA FY19-1 SR 595 (Tyrone Blvd.), (Oracle Project Nos. TBD); and providing an effective date.

EXPLANATION: The State of Florida Department of Transportation ("FDOT") has established programs to fund the beautification of existing state highways, and has proposed a HLRMOA agreement for landscape improvements along SR 595 (Tyrone Blvd.) from 5th Avenue N. to 22nd Avenue N., 1.32 miles, in the City of St. Petersburg, Pinellas County, Florida.

The City’s Engineering and Capital Improvements Department (ECID) will coordinate the design of landscape plans for the project with the FDOT District Seven Landscape Architect and submit plans to FDOT for approval prior to installation. The City’s Engineering and Capital Improvements Department will coordinate the installation and establishment of the landscape improvements and submit as built plans and reimbursement invoices to FDOT for landscape design, installation and establishment costs after the work is completed, up to a maximum of $250,000.

The City’s Stormwater, Pavement and Traffic Operations Department (SPTO) currently performs routine maintenance of landscaped areas along the state road corridors within the City of St. Petersburg pursuant to FDOT HLRMOA agreements. The Agreements require the City to perform ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and replacement or removal of dead plants at the City’s option. The Agreements are in effect until terminated by either the FDOT or the City following sixty (60) days written notice.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to accept funding under State of Florida Department of Transportation ("FDOT") District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $250,000 for a portion of SR 595 (Tyrone Blvd.) and to execute the Agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, to FDOT HLRMOA FY19-1 SR 595 (Tyrone Blvd.), (Oracle Project Nos. TBD); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after approval of a supplemental appropriation in the amount of $250,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), from these additional revenues resulting from the Landscape Reimbursement and Maintenance Memorandum Agreement (HLRMOA) ("Agreement") to the FDOT HLRMOA FY19-1 SR 595 (Tyrone Blvd.) Project, (Oracle Project No. TBD).
ATTACHMENT: Resolution
Agreement
Map

APPROVALS: Administration

Budget
RESOLUTION NO. 2018 - xxx

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT FUNDING UNDER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT (HLRMOA) ("AGREEMENT") IN AN AMOUNT NOT TO EXCEED $250,000 TOTAL IN FUNDS FOR A PORTION OF SR 595 (TYRONE BLVD.) AND TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $250,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THESE ADDITIONAL REVENUES, TO FDOT HLRMOA FY19-1 SR 595 (TYRONE BLVD.), (ORACLE PROJECT NOS. TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Florida Department of Transportation ("FDOT") has established programs to fund the beautification of existing state highways, and has proposed a HLRMOA agreement for landscape improvements along SR 595 (Tyrone Blvd.) from 5th Avenue N. to 22nd Avenue N., 1.32 miles, in the City of St. Petersburg, Pinellas County, Florida; and

WHEREAS, FDOT has offered the City funding in an amount not to exceed $250,000 for landscape improvements for a portion of SR 595 (Tyrone Blvd.), pursuant to a District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement"); and

WHEREAS, under the Agreement, the City’s Engineering and Capital Improvements Department (ECID) will coordinate the design, installation, establishment and reimbursement of the landscape improvements and the City’s Stormwater, Pavement and Traffic Operations Department (SPTO) will perform the ongoing maintenance, including litter removal, weeding, pruning, fertilizer application, chemical application, mulching and replacement or removal of dead plants at the City’s option; and

WHEREAS, the City’s maintenance responsibilities shall remain in full force and effect until the Agreement is terminated by either the FDOT or the City following sixty (60) days written notice; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept funding under an FDOT District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement (HLRMOA) ("Agreement") in an amount not to exceed $250,000 in funds for a portion of SR 595
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement and all other documents necessary to effectuate this transaction; and

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these additional revenues, the following supplemental appropriation for FY19:

General Capital Improvement Fund (3001)

FDOT HLRMOA FY19-1 SR 595 (Tyrone Blvd.)
Oracle Project Nos. TBD, $250,000

This resolution shall become effective immediately upon its adoption.

Approved by: 

[Signature]

Legal Department
By: (City Attorney or Designee)

[Signature]
Elizabeth Makofske
Budget Director

Approved by: 

[Signature]

Brijesh Prayman, P.E.
Engineering Director

Legal: 00263377.doc V. 3
DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT
AND MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into as of the __________ day of ______________ 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a
component agency of the State of Florida, (the "Department") and THE CITY OF ST.
PETERSBURG, FLORIDA a political subdivision of the state of Florida, (the "Agency").

WITNESSETH

WHEREAS, the Department owns State Road 595 (Tyrone Blvd.) (Section # 1501-0000) right-
of-way from 5th Avenue N. (M.P. 4.638) to 22nd Avenue N. (M.P. 5.948) in Pinellas County, Florida and

WHEREAS, the Agency seeks to beautify that portion of State Road 595 referenced above through the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, under F.P.I.D. 444058-1-58-01 the Department has allocated funds for such improvements and is authorized pursuant to Section 334.044(26), Florida Statutes, to reimburse the Agency for eligible expenditures; and

WHEREAS, upon installation of such improvements, the Agency has agreed to maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044(7), Florida Statutes to enter into contracts and agreements with counties/municipalities for maintenance of roadside landscape improvements on the State Highway System; and

WHEREAS, the Agency 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. SUBMITTALS

a. The Agency shall produce plans for, and install landscape improvements on, those areas of the State Road as depicted in the Landscape Plans and Specifications attached. All work conducted in connection with plans production and installation of improvements shall be referred to as the "Project".

b. Within one hundred and twenty (120) calendar days after execution of this Agreement, the Agency shall submit to the Department four copies of the landscape plans and specifications. This shall include:

3. Two (2) copies of the following documents are required:
   a. The Project schedule.
   b. Letters of no conflict from all utilities within the Project limits.
   c. Project cost estimate.
Within fifteen (15) business days of the receipt of review comments by the Department, the Agency shall revise all documents required herein in accordance with the Department's comments and submit one (1) electronic copy of the revised documents for the Department's written approval. Within five (5) business days of receipt of Department approval, the Agency shall submit two (2) hard copies and one (1) electronic copy of the approved Plans and Specifications in 11\" x 17\" format to the Department. Failure to submit any of the required documents within the time periods specified may result in termination by the Department of this Agreement.

c. If any of the submittals of the Agency pursuant to Paragraph 1.b. are rejected by the Department and returned to the Agency for revisions, such documents must be approved and resubmitted to the Department not later than one hundred and eighty (180) calendar days following the execution of this Agreement. If such documents are not resubmitted as approved, the Department may terminate this Agreement, including its obligation to reimburse any monies expended for the Project except for those approved expenditures for design of the Project.

d. 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 requested.

(1) 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 Agency; and

(2) If to the Agency address to ________________________________,
or at such other address as the Agency from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

2. INSTALLATION

a. The Agency shall not commence Project installation until the Department has issued a Notice to Proceed with Construction. Said Notice shall contain the Project completion date. The Agency shall notify the District Landscape Architect (DLA) and the Operations Center Engineer two (2) business days prior to commencing work on the Project site.

b. The Agency agrees to install or cause to be installed landscaping within the Project area as specified in the attached Landscape Plans and Specifications. The Agency shall not change or deviate from the plan(s) without the Department's prior written approval.

c. If the Agency desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen (15) feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and the Department's Maintenance of Traffic Regulations. The Agency 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 Agency shall provide the Department with the Worksite Traffic Supervisor's certification.

d. 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 a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the Agency.

e. If the Agency fails to substantially complete Project installation by the completion date in the Notice to Proceed, the Department shall provide the Agency with written notice of its intent to terminate this Agreement. If the Agency fails to respond or take corrective action within the prescribed time period set forth in the notice, the Department may terminate the Agreement as provided for in Paragraph 6.b., including its obligation to reimburse any monies expended for the Project except for those portions of the Project already completed by the Agency and accepted by the Department.

f. Upon certification of completion by the Agency, inspection, and approval of the Project as substantially complete in writing by the DLA, the Project shall be subject to a ninety (90) calendar day establishment period. Work performed and costs incurred after final project approval are not eligible for reimbursement.

3. BILLING and PAYMENT

a. Upon completion of the ninety (90) calendar day establishment period and approval of the Project installation by the Department, the Agency shall, within one hundred and eighty (180) calendar days, furnish the Department with two (2) signed originals of its final and complete billing of all eligible costs incurred in connection with the Project. The invoice shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited.

b. The Department shall reimburse the Agency in an amount not to exceed $250,000 (Two Hundred Thousand Fifty Dollars and No Cents) for all eligible expenditures for the professional design, inspection, and enforcement of the material and installation standards; and the purchase, installation, and establishment of plant material as identified in Exhibit "A". Reimbursement for design fees shall not exceed ten percent (10%) of the total reimbursement amount.

c. Payment shall be made to the Agency by the Department under the following conditions.

  1. This Agreement has not been terminated pursuant to Paragraph 6. b.
  2. The Agency agrees to complete the project on or before two (2) years from the date of the Agreement. If the Agency does not complete the project within this time period, any reimbursement for payment shall not be processed by the Department unless an extension of the time period is requested by the Agency and granted in writing by the Department
  3. Written certification of the completion of the installation and acceptance by the Agency is provided to the Department.
4. The DLA has inspected the work and has issued a letter of final completion to the Agency noting that it has fully met with the terms and conditions of this Agreement.

5. After Department issuance of the Substantial Completion letter, the Agency shall provide the Department with two (2) hard copy sets and one (1) electronic copy of 11" x 17" format As-Built drawings.

4. STANDARD FINANCIAL PROVISIONS

a. The Department agrees to compensate the Agency for services described in Exhibit A - Landscape Plans and Specifications. The Method of Compensation is described in Section 3, "Billing and Payment".

b. The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and its quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit A - Landscape Plans and Specifications.

c. Invoice Summaries shall be submitted by the Agency in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A - Landscape Plans and Specifications. Deliverables must be received and accepted in writing by the Department's DLA prior to payments. There shall be no reimbursement for travel expenses under this Agreement.

d. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Agency shall, within five (5) business days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. Payment shall not be made to the Agency until the goods and services have been received and proof of payment or other backup documentation as requested is provided to the Department. The Project must be completed (goods and services received and approved by the Agency) no later than __________.________.

The Agency providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services should take no longer than five (5) business days. The Department has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the date the Invoice Summary is received.

If a payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03 (1), F.S., will be due and payable, in addition to the
Invoice Summary amount, to the Agency. Interest penalties of less than one dollar ($1.00) will not be enforced unless the Agency requests payment. Invoice Summaries that have to be returned to the Agency because of Agency preparation errors will result in a delay of the payment. The Invoice Summary payment requirements do not start until a properly completed Invoice Summary is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the Agency who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

e. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request by the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

f. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135 (6) (a), F.S., are hereby incorporated: "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts which are for an amount in excess of $25,000.00 and which have a term for a period of more than one year."

g. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

h. The Agency agrees to comply with Section 20.055 (5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055 (5), F.S.

5. MAINTENANCE

a. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraphs 5. f. and 6. a., the Agency shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the Agency agrees to:
(1) remove litter from all landscaped areas of the Project;
(2) remove fallen palm fronds, fallen fruit and flower stalks and fallen twigs and limbs from all landscaped areas of the Project;
(3) water and fertilize all plants;
(4) mulch all plant beds;
(5) keep plants as free as practicable from disease and harmful insects;
(6) weed the Project premises routinely;
(7) mow and/or cut grass within the areas delineated by the landscape plans;
(8) prune all plants, specifically remove all dead or diseased parts of plants and prune of all parts of plants that present a visibility hazard to those using the roadway;
(9) replace, or at the Agency's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department;
(10) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
(11) trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).

b. 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 6.b.

c. The Operations Center Engineer shall be notified two (2) business days in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Operations Center Engineer notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located at 16411 Spring Hill Dr. Brooksville, FL 34604 Telephone 352-848-2600.

d. Prior to any Project construction or reconstruction activity, the Agency shall submit plans to the Department for review and approval of the proposed work. Additionally, such plans shall be submitted to all utilities with facilities within the limits of work for their review and comment. The Agency shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Work shall not start until the Department has issued a Design Approval and Notice to Proceed with Construction letter to the Agency. Prior to commencing any field activity on this Project, the Agency shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

e. The Department will require the Agency to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Agency or representatives of the Agency violate the conditions or intent of this agreement as determined by the Department.

f. It is understood between the parties hereto 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 Agency shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty (60) calendar days to remove all or
part of the Project at its own cost. The Agency will own that part of the Project it removes. After the sixty (60) calendar day's removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the Agency removes improvements pursuant to this agreement, the Agency shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

g. The Agency covenants to appropriate in its annual budget, for each Fiscal Year, non-ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the Agency from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.

6. TERMINATION

a. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of the Agreement, with ten (10) year renewal options. The Department shall send the Agency an expiration notice six (6) months prior to each ten (10) year expiration date. Any renewal option must be agreed upon by both parties in writing ninety (90) calendar days prior to the expiration of the existing agreement.

In the event that the Agency elects not to renew the Agreement, then the Agency shall, at its sole expense, 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.

b. The Agreement may be terminated by the Department if the Agency, following fifteen (15) calendar days' written notice, fails to perform its duties under this Agreement.

c. The Department reserves the right to unilaterally cancel the Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

d. Within sixty (60) calendar days following a notice to terminate pursuant to Paragraph 6.b., if the Department requests, the Agency shall 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 pursuant to Paragraph 6.b., the Department may complete, remove, relocate or adjust the Project as it deems best.

7. CLAIMS

a. When the Department receives notice of a claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency.

8. GENERAL

a. The Department's District Secretary or his designee 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 hereto.

b. E-Verify:

1. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of this Agreement; and

2. The Agency shall expressly require any subcontractors performing work or providing services to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employee eligibility of all new employees hired by the subcontractor during this Agreement's term.

c. This Agreement embodies the entire Agreement and understanding between the parties hereto 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. This Agreement may not be assigned or transferred by the Agency in whole or in part without written consent of the Department.

d. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

e. This Agreement, regardless of where executed, shall be governed by and construed according to the Laws of the State of Florida.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the
day and year first above written.

, FLORIDA,
A political subdivision
of the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
_________________________________________

By:
_________________________________________
Brian McKishnie, P.E.
Director of Transportation Operations,
District Seven

Attest: 
Title: __________________________ Date________

Attest: 
Title: __________________________ Date________

Legal Review: 

Legal Review: 

_________________________________________

Title: __________________________

Office of General Council, District Seven

9 of 9
TO: The Honorable Lisa Wheeler-Bowman, Chair and Members of City Council

SUBJECT: A resolution approving a first amendment to the 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 DNA" at 13th Street at Arlington Avenue in the Property and Evidence Entryway/Courtyard of the City’s New Police Headquarter Complex on or before July 31, 2019 for the original firm fixed price of $170,000; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date.

EXPLANATION:
On July 12, 2018 the City Council voted to approve the agreement for Artist to 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”). Shortly thereafter it was determined by project engineers that this was not the ideal location. After collaboration with all parties involved a new design and location were determined; at a special meeting of the Public Arts Commission, held on September 25, 2018, a vote was taken and approved for the new proposal art piece titled “Community DNA.” The new proposed art piece consists of a free standing sculpture constructed of glass and stainless steel and installed at 13th Street at Arlington Avenue in the Property and Evidence Entryway/Courtyard of the City’s New Police Headquarter Complex.

Funding was approved as part of the original agreement approved by Council on July 12, 2018; and transferred from the PD Project to the Arts in Public Places Fund (1901) in accordance with the Arts in Public Places Ordinance.

RECOMMENDATION:
Administration recommends that City Council accept the recommendation made and approved by the Public Arts Commission.

COST/FUNDING/ASSESSMENT INFORMATION:
Funds have been previously appropriated in the Arts in Public Places Fund (1901), Mayor’s Office of Cultural Affairs Division (020.1777).

ATTACHMENTS:
(1) Design Rendering and Description
(2) Resolution
(3) First Amendment to Artist Agreement

APPROVALS:

Administration: [Signature]
Budget: [Signature]
Description:

Inspired by iconic shield shapes, the modular forms comprise an abstract guardian figure. The shield has been used for centuries for protection and has a rich visual history. Shields have been rendered in a variety of materials, in a variety of shapes. Like the 'Thin Blue Line', this iconic form represents the SPPD as a layer of protection from harm.

The tall form is tempered by the use of transparent glass in shades of blue and white, with hints of color to enliven the glass. This use of architectural glass, along with the use of pierced metal - versus solid slabs of metal - adds a welcoming lightness to the artwork, while maintaining a dignified presence.

The imagery painted onto the glass, and pierced through the metal, is taken from images of the St Petersburg area. This is the 'Community DNA' referred to in the title of the art. Thousands of classic images honoring the diversity of the St Petersburg community, are photographed by the artist, and incorporated into abstract collages, which are then painted onto glass and pierced into metal. The artwork is a celebration of community and a reflection of the SPPD values of honesty, integrity, and honor, valor, transparency, and service. Symbols of service, such as the Memorial Bell, are also incorporated, as are images of SPPD history. The sculpture serves as an abstracted guardian and protector of the community, designed to represent the heroic dignity of the SPPD.
Resolution No. 2018-

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE 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 DNA" AT 13TH STREET AT ARLINGTON AVENUE IN THE PROPERTY AND EVIDENCE ENTRYWAY/COURTYARD OF THE CITY'S NEW POLICE HEADQUARTER COMPLEX ON OR BEFORE JULY 31, 2019 FOR THE ORIGINAL FIRM FIXED PRICE OF $170,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 12, 2018, City Council approved an agreement between the City and C Glass Studio, LLC ("Artist") for Artist to design, fabricate, and install a piece of exterior art work entitled "Community Circles" on the east facing exterior wall of the Annex Building at the City's new Police Headquarter Complex for an amount not to exceed $170,000 ("Artist Agreement"); and

WHEREAS, after collaboration between the City and Artist regarding challenges with the original design and location, on September 25, 2018, the Artist presented to the Public Arts Commission a new design concept entitled "Community DNA" to be located at 13th Street at Arlington Avenue in the property and evidence entryway/courtyard of the City's new Police Headquarter Complex; and

WHEREAS, the Public Arts Commission voted on at its September 25, 2018 meeting to recommend that City Council amend the Artist Agreement to change the design and location of the art work; and

WHEREAS, Administration recommends an amendment to the Artist Agreement to change the design and location of the artwork, reduce the warranty period to three (3) years, extend the deadline for completion to July 31, 2019, and to modify the approval process for the final design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a first amendment to the 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 DNA" at 13th Street at Arlington Avenue in the property and
evidence entryway/courtyard of the City's new police headquarter complex on or before July 31, 2019 for the original firm fixed price of $170,000, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal
00403591

Administration
FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into on this ___ day of ______________, 2018, by and between C Glass Studio, LLC ("Artist") and the City of St. Petersburg, Florida ("City") (collectively, "Parties").

WHEREAS, the Parties entered into an agreement on July 13, 2018 ("Agreement"), for Artist to design, fabricate, and install artwork for the City; and

WHEREAS, the Parties desire to amend the Agreement to modify the name and design of the artwork to be provided by Artist under the Agreement, modify the site where the artwork is to be installed, modify the procedures for the City’s acceptance of the artwork’s final design, reduce the warranty period for the artwork to three years, and extend the deadline for Artist to complete and install the artwork.

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

1. Section 1.1 of the Agreement is deleted and replaced with the following:

   1.1 Artwork – The work of art entitled “Community DNA,” which is to be fully designed, fabricated, and installed by Artist under the Agreement. The Artwork is generally depicted and described in the First Amended Exhibit A, which is attached hereto and made a part of this Agreement.

2. Section 1.2 of the Agreement is deleted and replaced with the following:

   1.2 Site – 13th St. at Arlington Ave., in the property and evidence entryway/courtyard for the City’s police headquarters complex, in the area generally depicted in the First Amended Exhibit A.

3. Section 2.2G of the Agreement is deleted and replaced with the following:

   G. Artist shall provide a written warranty of the Artwork, guaranteeing the quality of materials and workmanship for a period of three (3) years after Final Acceptance.

4. Section 2.2J is hereby added to the Agreement and shall read as follows:

   J. Artist shall, prior to beginning fabrication, present Artist’s proposed final design to a group of individuals designated by the City, at a date and time mutually agreed to by both Parties. The City will have the right, for any reason, to accept or reject
the proposed final design presented by Artist. In the event the proposed final design presented by Artist is rejected by the City, Artist shall modify the proposed final design in accordance with any feedback received from the City and shall provide one additional presentation of the Artist’s modified proposed final design to a group of individuals designated by the City, at a date and time mutually agreed to by the Parties. The City will have the right, for any reason, to accept or reject the modified proposed final design presented by Artist. In the event the City rejects both the original proposed final design and the modified proposed final design, the Parties shall mutually agree on a process for Artist to reach a final design agreeable to the City.

5. Section 2.2K is hereby added to the Agreement and shall read as follows:

K. If access to the Site is required prior to the completion of the City’s new police headquarters complex, which is currently under construction, Artist must obtain permission from the City’s construction manager and comply with all procedures and requirements of the City’s construction manager related to access and safety, including but not limited to any requirement that the City’s construction manager be listed as an additional insured on this Agreement or otherwise.

6. Section 4.1 of the Agreement is amended to change the deadline from April 30, 2019 to July 31, 2019.

7. Section 13.12 is hereby added to the Agreement and shall read as follows:

13.12 City Consent and Action. For purposes of this Agreement, any required permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws. Additionally, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

8. Exhibit A is hereby deleted and replaced with the First Amended Exhibit A, which is attached hereto and made a part hereof.

9. Composite Exhibit C is hereby deleted and replaced with the First Amended Composite Exhibit C, which is attached hereto and made a part hereof. All references in the Agreement to Composite Exhibit C shall mean the First Amended Composite Exhibit C.

10. Exhibit D is hereby deleted and replaced with the First Amended Exhibit D, which
is attached hereto and made a part hereof. All references in the Agreement to Exhibit D shall mean the First Amended Exhibit D.

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

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

C GLASS SUTDIO, LLC
By: ________________________________
   (Signature)

   ________________________________
   (Please Print or Type Name)

   ________________________________
   (Title)

CITY OF ST. PETERSBURG, FLORIDA
By: ________________________________
   (Signature)

   ________________________________
   (Please Print or Type Name)

   ________________________________
   (Title)

Approved as to Form and Content:

By: ________________________________
   City Attorney (Designee)
   00404723

ATTEST:

Chan Srinivasa, City Clerk

(SEAL)
First Amended Exhibit A
Final Design and Description of Artwork

**Dimensions:** 15' H x 5' W x 4' D

**Materials:** Architectural painted glass, Pierced metal, Stainless steel, LED lighting

**Description:** Inspired by iconic shield shapes, the modular forms comprise an abstract guardian figure. The shield has been used for centuries for protection and has a rich visual history. Shields have been rendered in a variety of materials, in a variety of shapes. Like the 'Thin Blue Line', this iconic form represents the SPPD as a layer of protection from harm.

The tall form is tempered by the use of transparent glass in shades of blue and white, with hints of color to enliven the glass. This use of architectural glass, along with the use of pierced metal - versus solid slabs of metal - adds a welcoming lightness to the artwork, while maintaining a dignified presence.

The imagery painted onto the glass, and pierced through the metal, is taken from images of the St. Petersburg area. This is the 'Community DNA' referred to in the Title of the Artwork. Thousands of classic images honoring the diversity of the St. Petersburg community, are photographed by Artist, and incorporated into abstract collages, which are then painted onto glass and pierced into metal. The Artwork is a celebration of community and a reflection of the SPPD values of honesty, integrity and honor, valor, transparency and service. Symbols of service, such as the Memorial Bell, are also incorporated, as are images of SPPD history. The
sculpture serves as an abstracted guardian and protector of the community, designed to represent the heroic dignity of the SPPD.

Location:

13th St. at Arlington Ave., in the Property and Evidence Entrance/Courtyard (see below)
FIRST AMENDED 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 13th St. at Arlington Ave., in the property and evidence entryway/courtyard for the City’s police headquarters complex.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Catherine Woods of C Glass Studio, LLC, has hereunto set 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: ________________________

First Amended Composite Exhibit C page 1 of 6
WARRANTY

C Glass Studio, LLC ("Artist"), hereby warrants the work of art consisting of architectural glass and pierced metal installed at 13th St. at Arlington Ave., in the property and evidence entryway/courtyard for the City of St. Petersburg's police headquarters complex, to be free from defects in materials or workmanship for three (3) years from the date of the written Final Acceptance (as defined in the Artist Agreement dated July 13, 2018, as amended) 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 of C Glass Studio, LLC has hereunto set her hand and seal this ___ day of _______, 201__.

________________________
Signature

Address: ________________________________

________________________
Notary Public

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: ________________________________

First Amended Composite Exhibit C page 2 of 6
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 13th day of July, 2018, between C Glass Studio, LLC and the City of St. Petersburg, Florida, as amended, that I installed and completed the work of art consisting of architectural glass and pierced metal installed at 13th St. at Arlington Ave., in the property and evidence entryway/courtyard for the City’s police headquarters complex, 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 ______, 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: ________________
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 13th St. at Arlington Ave., in the property and evidence entryway/courtyard for the City’s police headquarters complex.

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:______________________

First Amended Composite Exhibit C page 4 of 6
APPROVAL AND ACCEPTANCE OF ARTWORK
“Community DNA”

C Glass Studio, LLC ("Artist") has completed the work of art consisting of architectural glass and pierced metal ("Artwork") installed at 13th St. at Arlington Ave., in the property and evidence entryway/courtyard for the City’s police headquarters complex, in a manner that meets all the requirements of the Artist Agreement dated July 13, 2018, as amended, 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 DNA”

Artist: C Glass Studio, LLC
Artwork: Community DNA
Location: 13th St. at Arlington Ave., in the property and evidence entryway/courtyard for the City’s police headquarters complex

The above named Artwork is installed and 100% completed as required by the Artist Agreement entered into on July 13, 2018, as amended, by and between C Glass Studio, LLC and the City of St. Petersburg, Florida.

Date: ____________________________

Certifying Officer: ____________________________
Print: __________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731

First Amended Composite Exhibit C page 5 of 6
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 13th St. at Arlington Ave., in the property and evidence entryway/courtyard for the City’s police headquarters complex, 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: ____________________

First Amended Composite Exhibit C page 6 of 6
First Amended 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 13th St. at Arlington Ave., in the property and evidence entryway/courtyard for the City’s police headquarters complex, pursuant to the agreement between the City and Artist dated the 13th day of July, 2018 ("Agreement"), as amended, 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 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 hereby 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.
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: ___________________________ Telephone: ___________________________
Sign: ___________________________ Catherine Woods
Address: ___________________________
MEMORANDUM

Council Meeting of October 18, 2018

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirmation of Reappointment to the Social Services Allocations Committee

I respectfully request that Council confirm the reappointment of Susan Nichols and Anthony Jones as regular members to the Social Services Allocations Committee, each to serve a three-year term ending September 30, 2021.

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

RK/tj
Attachment

cc: Robert M. Gerdes, Neighborhood Affairs Administration
    Theresa D. Jones, Veterans, Homeless and Social Services Administration
Resolution No.

A RESOLUTION CONFIRMING THE
APPOINTMENTS OF ANTHONY JONES AND
SUSAN NICHOLS TO THE SOCIAL SERVICES
ALLOCATIONS COMMITTEE; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida allocates funds for use by social service agencies that benefit the citizens of St. Petersburg; and

WHEREAS, the Social Services Allocations Committee ("Committee") is a nine-member advisory committee that was created by City Council to review applications for social action funding and make recommendations for funding; and

WHEREAS, Anthony Jones was appointed to the Committee in May 2017, and Susan Nichols was appointed in February 2018, each serving for partial terms covering the remaining balance of vacant membership positions; and

WHEREAS, Anthony Jones and Susan Nichols desire reappointment; and

WHEREAS, both appointments are for a three-year term ending September 30, 2021.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the appointments of Susan Nichols and Anthony Jones to the Social Services Allocations Committee are hereby confirmed, each to serve a three-year term ending on September 30, 2021.

This Resolution shall become effective immediately upon its adoption.

Approved as to form and content:

City Attorney or (Designee)
00406189