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

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

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

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

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

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

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

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

GENERAL AGENDA INFORMATION

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

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

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

D. Reports

1. Pier Report

(a) Accepting Addendum No. 6 in an amount not to exceed $450,000 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated November 17, 2017, to increase the Owner’s Contingency; providing that the total GMP for the Pier Project shall not exceed $41,661,812; authorizing the Mayor or his designee to execute the Eighth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended, to incorporate Addendum No. 6 to the GMP proposal into such agreement, as amended; authorizing the City Attorney’s office to make non-substantive changes to the Eighth Amendment; approving a supplemental appropriation in the amount of $450,000 from the unappropriated balance of the General Capital Improvement Fund (3001) resulting from interest earnings on the debt proceeds for the St. Pete Pier™ Project, for the increase in Owner’s Contingency to the Pier Visioning Project (11988).

(b) Accepting Addendum No. 11 in an amount not to exceed $1,654,452 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated April 3, 2018 for construction of the Gateway landscape and hardscape improvements; accepting Addendum No. 12 in an amount not to exceed $200,000 submitted by Skanska to the GMP Proposal dated April 3, 2018 to increase the owner’s contingency; providing that the total GMP for the Pier Approach Project shall not exceed $26,661,296; authorizing the Mayor or his designee to execute the Tenth Amendment to the Construction Manager at Risk Agreement with a GMP between the
City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate the above referenced Addendums to the GMP proposal into the agreement, as amended; authorizing the City Attorney’s office to make non-substantive changes to the Tenth Amendment; approving a transfer in the amount of $1,084,452 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for Gateway landscape and hardscape improvements; approving a supplemental appropriation in the amount of $1,084,452 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Gateway Project (16604); approving a transfer in the amount of $200,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for owner’s contingency; approving a supplemental appropriation in the amount of $200,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377); approving a transfer in the amount of $380,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater Drainage Capital Projects Fund (4013); approving a supplemental appropriation in the amount of $380,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above transfer, to the Pier Gateway Stormwater Project (17160).

2. **Sewer Report**
   
   (a) Approving an allocation increase for water, wastewater and sewer supplies, with Core & Main LP in the amount of $400,000, for a total contract amount of $11,100,000.
   
   (b) Accepting a proposal from RedZone Robotics, Inc., a sole source provider, to scan the City’s wastewater collection system using autonomous crawler devices for the Water Resources Department at a total contract amount of $600,000.
   
   (c) Authorizing the Mayor or his designee to execute Task Order No. 16-03-GFY/W(C)(Task Order) to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and George F. Young, Inc. (A/E) for A/E to provide project management, data collection and on-site investigation, design criteria package, bid package support, shortlist review, and contract negotiations assistance for the NEWRF Pre-Stressed Concrete Cylinder Pipe (PCCP) Replacement Phase III Project in an amount not to exceed $157,110.18 (ECID Project No. 19069-111; Oracle No. 16904).
   
   (d) General Update

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

Setting July 18, 2019 as the public hearing date for the following proposed Ordinance(s):

1. **Approving a vacation of 2nd Avenue Northeast right-of-way from the east boundary of Bayshore Drive Northeast to the main ship channel of Tampa Bay; setting forth conditions for the vacation to become effective; and providing an effective date. (City File No.: 19-33000002)**
2. Ordinance of the City of St. Petersburg, Florida amending Section 21-86 of the City Code of Ordinances; renaming the walking trail at Booker Creek Park in honor of Phil Whysong.

F. New Business

G. Council Committee Reports

1. Budget, Finance & Taxation Committee (6/13/19)
   (a) Authorizing the Mayor or his designee to advertise the City's draft FY 2019/20 Annual Action Plan and to execute all other documents necessary to effectuate this resolution.

2. Public Services & Infrastructure Committee (6/13/19)

3. Committee of the Whole: HCIP Fund Ordinance (7/11/19)

H. Legal

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

Public Hearings

1. Approving a Substantial Amendment (“Amendment”) to the City’s FY2018/19 Annual Action Plan (“Plan”) to provide additional Community Development Block Grant (“CDBG”) funding previously appropriated as FY 2018/19 estimated program income in the amount of $5,000 from the FY 2018/19 undesignated balance in award 81416, to the CDBG Subrecipients 18/19 project (16657) to assist with the roof replacement of the facility owned by New Frontiers of St. Petersburg, Inc. (“Agency”); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development (“HUD”) and to execute all documents necessary to implement this resolution and the Amendment; and providing an effective date.

J. Open Forum

K. Adjournment

Consent Agenda A
July 11, 2019

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

(Procurement)

1. Requesting an approval for the extension of up to six months of a blanket purchase agreement with Central Parking System of Connecticut, Inc. for Parking Facilities Management Services, for the Transportation and Parking Management Department, and an increase in allocation in the amount of $810,000, for a total contract amount of $8,635,615, with a waiver of Procurement Code Sec. 2-252.
2. Approving the renewal of blanket purchase agreement with Staples Contract and Commercial Inc. for office supplies, at an estimated annual cost of $400,000, for a total contract amount of $2,020,000.

3. Approving the renewal of blanket purchase agreements with Arbor Source, LLC, Blades of Green, Inc., Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc., for City facility and right-of-way tree services, at an estimated annual cost of $220,000, for a total contract amount of $1,100,000.

4. Approving a five-year blanket purchase agreement with Ajax Paving Industries of Florida, LLC for recycled asphalt pick-up only, for the Stormwater, Pavement & Traffic Operations Department, at an estimated annual cost of $190,000, for a total contract amount of $950,000.

5. Approving three-year blanket purchase agreements to Tri-City Electrical Contractors, Inc. and Everingham Electric Company, Inc. for electrical maintenance and repairs, at an estimated annual amount of $275,000, for a total contract amount of $825,000.

6. Approving an increase in allocations for radio frequency identification (RFID) with Bibliotheca, LLC, in the amount of $30,629, for a total contract amount of $551,649.10.

7. Renewing a blanket purchase agreement with Shen-Line, LLC for Cured-In-Place Stormwater Pipe Rehabilitation Project, in the amount of $325,000, for a total contract amount of $2,679,330 (Engineering Project No.17007-110, Oracle Project Nos.15630 and 16176); and providing an effective date.

(City Development)

(Leisure Services)

(Public Works)

8. Approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Vanasse Hangen Brustlin, Inc. (“A/E”), dated June 13, 2018, for A/E to provide subsurface utility engineering services to support water main design for the West Central Streetscape and Water Main Replacement Project, in an amount not to exceed $86,409.02; providing that the total contract amount shall not exceed $1,025,437.05; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date (ECID Project No. 17098-111 and 17098-119, Oracle Nos. 16638 and 15640).

(Appointments)

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

(Procurement)

1. Approving the renewal of a blanket purchase agreement with United Rentals, Inc. for equipment rental, in the amount of $85,000, for a total contract amount of $430,000.

2. Approving a job order to Caladesi Construction Co. in an amount not to exceed $314,126.42, to install a new metal roof over the existing metal roof at the North Community Library; rescinding unencumbered appropriations in the amount of $46,686.38 from the General Library Imps FY18 Project (16160), $16,313.62 from the General Library Imps FY19 Project (16683), both of which are in the Recreation and Culture Capital Improvement Fund (3029); approving a supplemental appropriation in the amount of $63,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Fund (3029), resulting from the above rescissions to the North Community Roof Replacement Project (Engineering & CID Project No. 18219-019; Oracle No. 16162); and providing an effective date.

3. Approving the purchase of a grapple truck from Sun State International Trucks, LLC for the Fleet Management Department, at a total cost of $155,515.

4. Approving the purchase of an aerial articulating truck from Altec Industries, Inc. for the Fleet Management Department, at a total cost of $139,867.

5. Approving the purchase of cab and chassis vehicles from Alan Jay Ford Lincoln, Inc. for the Fleet Management Department, at a total cost of $118,269.66.

(City Development)

6. A Resolution approving a supplemental appropriation in the amount of $127,500 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the reimbursement payment received from DF St. Pete, LLC d/b/a Doc Ford’s Rum Bar & Grill pursuant to its Lease dated April 20, 2018, as amended, for the design of the tenant improvements to the Pier Approach Project (15377); and providing an effective date.

7. Authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with The Deuces Live, Inc., a Florida non-profit corporation, providing for an extension of the time of use of the City-owned property located at approximately 844 & 850 – 22nd Street South, St. Petersburg, until 10:00 p.m., Sunday through Thursday, and until 11:00 p.m., Friday and Saturday.
8. Approving the plat of Three Map Estates, generally located at 3555 71st St. N.; setting forth conditions for approval; and providing an effective date. (City File 17-20000011)

9. Approving issuance of the historic property ad valorem tax exemption for the following property and forwarding to the Pinellas County Board of County Commissioners. (A) The Fritzius Residence located at 823 10th Street. (City File AVT 18-90400004)

(Leisure Services)

10. Approving a contract between the City of St. Petersburg (“City”) and the Early Learning Coalition of Pinellas County, Inc. (“ELC”) that provides for child care services for qualified families for one year commencing July 1, 2018, and ending June 30, 2019 (“Contract”); authorizing the Mayor or his designee to execute the Contract or in the alternative to electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the Contract is approved by the City Attorney’s Office prior to submission.

(Public Works)

11. Approving the First Amendment to the Locally Funded Agreement between the City of St. Petersburg, Florida, and the State of Florida Department of Transportation (“FDOT”), dated April 7, 2017 to reduce the scope of work, provide for re-design of the project, and require the City to remit a deposit in the amount of $233,000 for costs associated with the re-design; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (FDOT Financial Project No. 436056-1-32-01) (ECID Project No.17082-110; Oracle No. 14549)

12. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 19-01-ASC/SMS(C) (“Task Order”) to the architect/engineering agreement dated June 3, 2019 between the City of St. Petersburg, Florida and Applied Sciences Consulting, Inc. (“A/E”) for A/E to provide (I) topographic survey and coordination, (II) geotechnical engineering and coordination, (III) subsurface utilities engineering, (IV) existing and proposed conditions modeling, (V) detailed design, (VI) permitting services and (VII) bidding services related to the 7th Street Sustainable Complete Streets Improvements Project in an amount not to exceed $236,764.08; providing that the total Task Order, as amended, shall not exceed $256,493.53 (ECID Project No. 18063-110; Oracle Nos. 15775 and 16710)

13. Authorizing the City of St. Petersburg (“City”) to enter into a Community Aesthetic Feature Agreement (“CAFA”) with the Florida Department of Transportation providing for the design, installation and maintenance of a Traffic Control Cabinet Art Wraps Project on SR 687 (3rd Street and 4th Street) from 1st Avenue S. to 2nd Avenue N.; authorizing the Mayor or his designee execute the CAFA Agreement and all other documents necessary to effectuate this transaction.

(Appointments)

14. Confirming the reappointment of Civil Service Board Regular Member Gershom Faulkner to a second three-year term ending on June 30, 2021.

(Miscellaneous)
15. Approving a contract between the City of St. Petersburg (City) and the Early Learning Coalition of Pinellas County, Inc. (ELC) that provides for child care services for qualified families for one year commencing July 1, 2019, and ending June 30, 2020 (Contract); authorizing the Mayor or his designee to execute the Contract or in the alternative to electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the Contract is approved by the City Attorneys Office prior to submission. [DELETED]

16. Approving the minutes of the April 4, April 11, and April 18 City Council meetings.

17. Approving precinct polling locations for the August 27, 2019 Municipal Primary Election.

18. Approving the appointment of poll workers for the August 27, 2019 Municipal Primary Election.

19. Selection of League of Women Voters of the St. Petersburg Area Voter Education Division as the impartial third party to facilitate political debates for upcoming municipal elections and setting the time, date and locations of these debates.
Note: An Meeting Agendalisting of upcoming City Council meetings.

**Budget, Finance & Taxation Committee**  
*Thursday, July 11, 2019, 8:00 a.m., Sunshine Center Auditorium*

**Committee of the Whole: HCIP Funding Ordinance**  
*Thursday, July 11, 2019, 9:30 a.m., Sunshine Center Auditorium*

**Health, Energy, Resiliency & Sustainability Committee**  
*Thursday, July 11, 2019, 10:50 a.m., Sunshine Center Auditorium*

**CRA/Agenda Review**  
*Thursday, July 11, 2019, 1:30 p.m., Sunshine Center Auditorium*

**City Council Meeting**  
*Thursday, July 11, 2019, 3:00 p.m., Sunshine Center Auditorium*

**Youth & Family Services Committee**  
*Thursday, July 18, 2019, 1:30 p.m., Sunshine Center Auditorium*

**City Council Meeting**  
*Thursday, July 18, 2019, 3:00 p.m., Sunshine Center Auditorium*

**Budget, Finance & Taxation Committee**  
*Thursday, July 25, 2019, 8:00 a.m., Sunshine Center Auditorium*

**Public Services & Infrastructure Committee**  
*Thursday, July 25, 2019, 9:25 a.m., Sunshine Center Auditorium*

**Housing, Land Use & Transportation Committee**  
*Thursday, July 25, 2019, 10:50 a.m., Sunshine Center Auditorium*

**CRA/Agenda Review**  
*Thursday, July 25, 2019, 1:30 p.m., Sunshine Center Auditorium*

**Committee of the Whole: Coastal High Hazard Areas**
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 Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
The following page(s) contain the backup material for Agenda Item: Pier Report
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of July 11, 2019

Report

TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: A resolution accepting Addendum No. 6 in an amount not to exceed $450,000 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated November 17, 2017, to increase the Owner's Contingency; providing that the total GMP for the Pier Project shall not exceed $41,661,812; authorizing the Mayor or his designee to execute the Eighth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended, to incorporate Addendum No. 6 to the GMP proposal into such agreement, as amended; authorizing the City Attorney's office to make non-substantive changes to the Eighth Amendment; approving a supplemental appropriation in the amount of $450,000 from the unappropriated balance of the General Capital Improvement Fund (3001) resulting from interest earnings on the debt proceeds for the St. Pete Pier™ Project, for the increase in Owner's Contingency to the Pier Visioning Project (11988); and providing an effective date.

EXPLANATION: The City of St. Petersburg, Florida ("City") and Skanska USA Building, Inc. ("Skanska") executed the Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("GMP") on July 13, 2015, for Skanska to provide preconstruction and construction phase services for the new St. Pete Pier™ Project. Following execution of the agreement, the City authorized Skanska to provide preconstruction phase services in an amount not to exceed $490,000. On March 2, 2017, City Council approved a First Amendment for additional preconstruction services in an amount not to exceed $381,200 for fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates for a revised total Preconstruction Phase services fee of $871,200. Skanska has completed the preconstruction phase services approved to date. On June 1, 2017 City Council approved the Second Amendment for the Partial GMP for the Marine Structural Work in the amount of $17,579,847. On December 7, 2017, City Council approved the Third Amendment to incorporate the Final GMP in the amount of $38,520,687. On August 2, 2018, City Council approved the Fourth Amendment to add $55,000 in additional preconstruction services related to tenant improvements. On February 7, 2019 City Council approved the Fifth Amendment to add Addendum No. 1 in the amount of $711,371 for the Tampa Bay Watch Discovery center tenant improvements and Addendum No. 2 in the amount of $400,000 to increase the Owner's Contingency in the GMP. On April 18, 2019 City Council approved the Sixth Amendment to add Addendum No. 3 in the amount of $174,150 for splash pad enhancement and Addendum No. 4 in the amount of $852,829 for Pier Head building modifications. On May 16, 2019 City Council approved the Seventh Amendment to add Addendum No. 5 in the amount of $552,775 to provide for the UPS tenant improvements at the Pavilion, Bait House and Sundry Shop.

Acceptance of Addendum No. 6 increases the Owner's Contingency within the Pier GMP from $800,000 to $1,250,000. Since the initiation of construction on the overwater portion of the Pier project, City staff have authorized the extra work related to unforeseen conditions ranging from debris obstructions affecting pile placement, underground structures requiring over-excavation and additional fill importation, unsuitable soil conditions, and unanticipated permit conditions resulting in previous request for increase in the
Owner’s Contingency in Addendum No. 2. Since then, there have been several additional unanticipated cost events including an increase in the Builder’s Risk Insurance Premium and overruns in the material testing allowance for concrete, piles and other materials. The additional Owner’s Contingency is necessary to provide a positive balance in Owner Contingency given the roughly six months of duration for the construction work.

The summary of Pier GMP’s to date is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial GMP No.1 for Marine Structure</td>
<td>$17,579,847</td>
</tr>
<tr>
<td>Partial GMP No.2 for Balance of the Work</td>
<td>$18,098,487</td>
</tr>
<tr>
<td>Final Base GMP Proposal</td>
<td>$35,678,334</td>
</tr>
<tr>
<td>Acceptance of Project Enhancements</td>
<td>$2,842,353</td>
</tr>
<tr>
<td>Final GMP Proposal</td>
<td>$38,520,687</td>
</tr>
<tr>
<td>Addendum No. 1 for TBW Discovery Center TI</td>
<td>$711,371   (approved)</td>
</tr>
<tr>
<td>Addendum No. 2 for additional Owner’s Contingency</td>
<td>$400,000   (approved)</td>
</tr>
<tr>
<td>Addendum No. 3 for upgrades to the Splash Pad</td>
<td>$174,150   (approved)</td>
</tr>
<tr>
<td>Addendum No. 4 for Pier Head building modifications</td>
<td>$852,829   (approved)</td>
</tr>
<tr>
<td>Addendum No. 5 for Pavilion, Bait House and Sundry</td>
<td>$552,775   (approved)</td>
</tr>
<tr>
<td>Addendum No. 6 for additional Owner’s Contingency</td>
<td>$450,000   (requested)</td>
</tr>
</tbody>
</table>

Revised Final GMP $41,661,812

**Recommendation:** Administration recommends City Council approve a resolution accepting Addendum No. 6 in an amount not to exceed $450,000 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated November 17, 2017, to increase the Owner’s Contingency; providing that the total GMP for the Pier Project shall not exceed $41,661,812; authorizing the Mayor or his designee to execute the Eighth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended, to incorporate Addendum No. 6 to the GMP proposal into such agreement, as amended; authorizing the City Attorney’s office to make non-substantive changes to the Eighth Amendment; approving a supplemental appropriation in the amount of $450,000 from the unappropriated balance of the General Capital Improvement Fund (3001) resulting from interest earnings on the debt proceeds for the St. Pete Pier™ Project, for the increase in Owner’s Contingency to the Pier Visioning Project (11988); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funding in the amount of $450,000 will be available after approval of a supplemental appropriation in the amount of $450,000 from the
unappropriated balance of the General Capital Improvement Fund (3001), resulting from interest earnings on the debt proceeds for the St. Pete Pier™ Project, to the Pier Visioning Project (ECID Project No. 09227-019; Oracle 1988) for the increase in the Owner's Contingency.

ATTACHMENTS:  Resolution
                GMP Addendum No. 6

APPROVALS:    Administrative
              Budget
RESOLUTION NO. 2019-____

A RESOLUTION ACCEPTING ADDENDUM NO. 6 IN AN AMOUNT NOT TO EXCEED $450,000 SUBMITTED BY SKANSKA USA BUILDING, INC. ("SKANSKA") TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED NOVEMBER 17, 2017, TO INCREASE THE OWNER’S CONTINGENCY; PROVIDING THAT THE TOTAL GMP FOR THE PIER PROJECT SHALL NOT EXCEED $41,661,812; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE EIGHTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JULY 13, 2015, AS AMENDED, TO INCORPORATE ADDENDUM NO. 6 TO THE GMP PROPOSAL INTO SUCH AGREEMENT, AS AMENDED; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE EIGHTH AMENDMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $450,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM INTEREST EARNINGS ON THE DEBT PROCEEDS FOR THE ST. PETERSBURG PIER™ PROJECT, FOR THE INCREASE IN THE OWNER’S CONTINGENCY TO THE PIER VISIONING PROJECT (11988); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Skanska USA Building, Inc. ("Skanska") entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("GMP") on July 13, 2015, for Skanska to provide preconstruction and construction phase services for the new Pier; and

WHEREAS, following execution of the agreement, the City authorized Skanska to provide the preconstruction phase services in an amount not to exceed $490,000; and

WHEREAS, on March 24, 2017, the City and Skanska executed the First Amendment for Skanska to provide additional preconstruction services which included fabrication and delivery of twenty (20) test piles and two (2) overwater pile layout templates in an amount not to exceed $381,200 (for the total preconstruction phase costs not to exceed $871,200); and

WHEREAS, on June 9, 2017, the City and Skanska executed the Second Amendment to incorporate the Partial GMP Proposal for the marine structural work in the amount of $17,579,847 into the agreement, as amended; and

WHEREAS, on December 7, 2017, the City and Skanska executed the Third Amendment to incorporate the Final GMP Proposal in an amount not to exceed $38,520,687 (which included (i) the Partial GMP Proposal – Marine Structural Work and the Partial GMP Proposal – Balance of the Work in the amount of $18,098,487, which are collectively the base GMP for the project, and (ii) the GMP
proposal for the addition of three pier enhancement elements (the Plaza Pavilion, the Enhanced Splash Pad, and the Additional Breakwater) in the amount of $2,842,353) into the agreement, as amended, to revise the disadvantaged worker and apprentices provision to clarify good faith efforts and retainer, and to modify other necessary provisions; and

WHEREAS, on August 2, 2018, the City and Skanska executed the Fourth Amendment for Skanska to provide additional preconstruction phase services related to the Pier head building tenant improvements, education building tenant improvements, and pavilion tenant improvements for an amount not to exceed $55,000, and to revise the project schedule; and

WHEREAS, on February 7, 2019, the City and Skanska executed the Fifth Amendment to increase the GMP by an additional $1,111,371 for construction of the Tampa Bay Watch Discovery Center tenant improvements and to increase the owner’s contingency and to further revise the project schedule; and

WHEREAS, on April 19, 2019, the City and Skanska executed the Sixth Amendment to increase the GMP by an additional $1,026,979 for (i) upgrades to the interactive control system for the Pier splash pad and (ii) the Pier head building back of house and core & shell modifications; and

WHEREAS, on May 30, 2019, the City and Skanska executed the Seventh Amendment to increase the GMP (as previously increased) by an additional $552,775 for Pier Pavilion, Bait House and Sundry Shop Tenant Improvements; and

WHEREAS, the City and Skanska desire to execute the Eighth Amendment to increase the GMP (as previously increased) by an additional $450,000 to increase the owner’s contingency (for a total GMP for the Pier Project not to exceed $41,661,812).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Addendum No. 6 in an amount not to exceed $450,000 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated November 17, 2017 to increase the Owner’s contingency is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP for the Pier Project shall not exceed $41,661,812.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Eighth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated July 13, 2015, as amended, to incorporate Addendum No. 6 to the GMP proposal into such agreement, as amended.

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

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from interest earnings on the debt proceeds for the St. Pete Pier™ Project, the following supplemental appropriation for FY19:
General Capital Improvement Fund (3001)  
Pier Visioning Project (11988)  
$450,000

This resolution shall become effective immediately upon its adoption.

Approvals:

[Signatures]

City Attorney (Designee) 00456249

[Signature]

Budget

[Signature]

Ferejesh Prayman, P.E., ENV SP  
Engineering and Capital Improvements Director  
Claude D. Tankersley, P.E.  
Public Works Administrator
June 24, 2019

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

Re: New St. Petersburg Pier
Pier GMP Addendum #6 – Additional Owner’s Contingency Allowance

Dear Mr. Prayman:

We are pleased to provide you with this proposal to increase the Owner’s Contingency Allowance for the New St. Petersburg Pier.

- Additional Owners Contingency Allowance $450,000.00

If you have questions please do not hesitate to contact us.

Sincerely,

SKANSKA USA BUILDING INC.

[Signature]
Kenneth E. Duty
Project Executive

Cc: Chuck Jablon – Account Manager
    Johnathan Meese – Preconstruction Director
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**ADDITIONAL OWNER'S CONTINGENCY ALLOWANCE**

(Soft Costs Contained Within Allowance)

| CONTRACT TOTALS                          | 450,000     |     |

Grouping: MasterGrp / BldPkg
TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: A resolution accepting Addendum No. 11 in an amount not to exceed $1,654,452 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated April 3, 2018 for construction of the Gateway landscape and hardscape improvements; accepting Addendum No. 12 in an amount not to exceed $200,000 submitted by Skanska to the GMP Proposal dated April 3, 2018 to increase the owner's contingency; providing that the total GMP for the Pier Approach Project shall not exceed $26,661,296; authorizing the Mayor or his designee to execute the Tenth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate the above referenced Addendums to the GMP proposal into the agreement, as amended; authorizing the City Attorney's office to make non-substantive changes to the Tenth Amendment; approving a transfer in the amount of $1,084,452 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for Gateway landscape and hardscape improvements; approving a supplemental appropriation in the amount of $1,084,452 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Gateway Project (16604); approving a transfer in the amount of $200,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for owner's contingency; approving a supplemental appropriation in the amount of $200,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377); approving a transfer in the amount of $380,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater Drainage Capital Projects Fund (4013); approving a supplemental appropriation in the amount of $380,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above transfer, to the Pier Gateway Stormwater Project (17160); and providing an effective date.

EXPLANATION: The City of St. Petersburg, Florida ("City") and Skanska USA Building, Inc. ("Skanska") executed the Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("GMP") on January 10, 2017 ("Contract") for Skanska to provide preconstruction and construction phase services for the Pier Approach Project. On April 19, 2018, City Council accepted a GMP Proposal dated April 3, 2018 in the amount of $15,030,610 for construction of the Pier Approach and approved a First Amendment to the Skanska Agreement.

On June 14, 2018, City Council accepted Addendum No. 1 to the GMP Proposal dated April 3, 2018 for the procurement of sixty-four (64) 14” precast concrete piles for the Doc Ford Restaurant in the amount of $185,239 and the City and Skanska executed the Second Amendment. On July 19, 2018 City Council accepted Addendum No. 2 to the GMP Proposal for the installation of the piles to support the Doc Ford structure in the amount of $581,611 and the approval of the Third Amendment. On August 2, 2018 City
Council approved the Fourth Amendment to the Skansa CMAR Agreement adding $20,000 for preconstruction phase services for the Janet Echelman net sculpture infrastructure installation. On August 23, 2018 City Council accepted Addendum No. 3 and approved the Fifth Amendment to the Skansa CMAR Agreement for the Doc Ford Restaurant structural support system in the amount of $1,085,737. On October 4, 2018 City Council accepted Addendum No. 4 and approved the Sixth Amendment to the Skansa CMAR Agreement for the replacement of approximately 696 linear feet of existing seawall at the North Yacht basin in the amount of $2,964,769. On January 3, 2019 City Council accepted Addendum No. 5 for the complete Doc Ford Core & Shell in the amount of $1,835,532 and the City executed the Seventh Amendment. March 14, 2019 City Council accepted Addendum No. 6 for fabrication and installation of the market kiosks in the amount not to exceed $262,612; Addendum No. 7 for the installation of the JEI net sculpture City Infrastructure in the not to exceed amount of $1,403,491; and Addendum No. 8 to increase the owner’s contingency in the not to exceed amount of $200,000 and the City executed the Eighth Amendment. On April 18, 2019 City Council accepted Addendum No. 9 for installation of the Earthscape Play Equipment and safety surfacing in the amount not to exceed $478,824 and Addendum No. 10 for the emergency repairs to two sections of adjoining seawalls in the not to exceed amount of $778,419 and the City executed the Ninth Amendment.

Acceptance of Addendum No. 11 is for the construction of the Gateway landscape and hardscape improvements within the 2nd Ave. North right-of-way, between Bay Shore Blvd. and Beach Drive for the not to exceed amount of $1,654,452. The work consists of reducing the travel lanes from four lanes to two, removal of the center median, reconstruction of the curbs, gutters, sidewalks, landscape, irrigation and lighting to create a wider pedestrian link between Beach Drive and the entrance to the Pier. Stormwater improvements in the right-of-way are also included. A total of $846,698 is being requested to be transferred from the funds authorized under the IRP Interlocal Agreement for Downtown Transportation and Parking Improvements. A total of $237,754 is being requested to be transferred from the funds authorized under the IRP Interlocal Agreement for Waterfront, Transit and Parking Improvements.

Acceptance of Addendum No. 12 increases the Owner’s Contingency within the Pier Approach GMP from $500,000 to $700,000. The Pier Approach project has continued to encounter several unforeseen conditions. These range from underground structures, unanticipated soil conditions, site utility conflicts and other unforeseen issues. A total of $200,000 is being requested to be transferred from the funds authorized under the IRP Interlocal Agreement for Enhancements to the Municipal Pier Project. The additional owner’s contingency is requested to provide enough funds in the event of additional unforeseen cost given the roughly six months of construction duration pending.

The revised GMP for the Project includes the following:

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<tr>
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<td>Doc Ford Pile Procurement – Addendum No. 1</td>
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<td>Doc Ford Structure Only – Addendum No. 3</td>
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<td>North Basin Seawall – Addendum No. 4</td>
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Doc Ford Full Core & Shell – Addendum No. 5 $ 1,835,532
Fabrication and Installation of Market Kiosks – Addendum No. 6 $ 262,612
Construction of JEL Infrastructure – Addendum No. 7 $ 1,403,491
Increase to Owner’s Contingency- Addendum No. 8 $ 200,000
Installation of Play Equipment and Surfacing – Addendum No. 9 $ 478,824
Seawall Repairs at Central & North Basins – Addendum No. 10 $ 778,419
Construction of Gateway – Addendum No. 11 $ 1,654,452 (requested)
Increase to Owner’s Contingency – Addendum No. 12 $ 200,000 (requested)

Revised Total GMP for Pier Approach Project $26,661,296

After approval by City Council, the City and Skanska will execute the Tenth Amendment to the contract.

RECOMMENDATION: Administration recommends City Council approval of the attached resolution accepting Addendum No. 11 in an amount not to exceed $1,654,452 submitted by Skanska USA Building, Inc. (“Skanska”) to the Guaranteed Maximum Price (“GMP”) proposal dated April 3, 2018 for construction of the Gateway landscape and hardscape improvements; accepting Addendum No. 12 in an amount not to exceed $200,000 submitted by Skanska to the GMP Proposal dated April 3, 2018 to increase the owner’s contingency; providing that the total GMP for the Pier Approach Project shall not exceed $26,661,296; authorizing the Mayor or his designee to execute the Tenth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate the above referenced Addendums to the GMP proposal into the agreement, as amended; authorizing the City Attorney’s office to make non-substantive changes to the Tenth Amendment; approving a transfer in the amount of $1,084,452 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for Gateway landscape and hardscape improvements; approving a supplemental appropriation in the amount of $1,084,452 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Gateway Project (16604); approving a transfer in the amount of $200,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) to provide funding for owner’s contingency; approving a supplemental appropriation in the amount of $200,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377); approving a transfer in the amount of $380,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater Drainage Capital Projects Fund (4013); approving a supplemental appropriation in the amount of $380,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above transfer, to the Pier Gateway Stormwater Project (17160); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding for Addendum No. 11 has been previously appropriated in the Citywide Infrastructure CIP Fund (3027) Street & Road Imps FY19 Project (16741) in the amount of $120,000 and in the General Operating Fund (0001) Street Lighting Support Division (130.1027) in the amount of $70,000. Additional funds for Addendum No. 11 will be
available after the following: approval of a transfer in the amount of $1,084,452 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) and a supplemental appropriation in the amount of $1,084,452 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Gateway Project (16604); approval of a transfer in the amount of $380,000 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater Drainage Capital Projects Fund (4013) and a supplemental appropriation in the amount of $380,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above transfer, to the Pier Gateway Stormwater Project (17160). Funding in the amount of $200,000 for Addendum No. 12 to increase the owner’s contingency will be available after a transfer in the amount of $200,000 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the General Capital Improvement Fund (3001) and a supplemental appropriation in the amount of $200,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer to the Pier Approach Project (15377).

ATTACHMENTS:  Resolution
                   Addendum Nos. 11 and 12

APPROVALS:  Administrative  Budget
A RESOLUTION ACCEPTING ADDENDUM NO. 11 IN AN AMOUNT NOT TO EXCEED $1,654,452 SUBMITTED BY SKANSKA USA BUILDING, INC. ("SKANSKA") TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED APRIL 3, 2018 FOR CONSTRUCTION OF THE GATEWAY LANDSCAPE AND HARDSCAPE IMPROVEMENTS; ACCEPTING ADDENDUM NO. 12 IN AN AMOUNT NOT TO EXCEED $200,000 SUBMITTED BY SKANSKA TO THE GMP PROPOSAL DATED APRIL 3, 2018 TO INCREASE THE OWNER'S CONTINGENCY; PROVIDING THAT THE TOTAL GMP FOR THE PIER APPROACH PROJECT SHALL NOT EXCEED $26,661,296; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE TENTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JANUARY 10, 2017, AS AMENDED, TO INCORPORATE THE ABOVE REFERENCED ADDENDUMS TO THE GMP PROPOSAL INTO THE AGREEMENT, AS AMENDED; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE TENTH AMENDMENT; APPROVING A TRANSFER IN THE AMOUNT OF $1,084,452 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR GATEWAY LANDSCAPE AND HARDSCAPE IMPROVEMENTS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,084,452 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER GATEWAY PROJECT (16604); APPROVING A TRANSFER IN THE AMOUNT OF $200,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR OWNER'S CONTINGENCY; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $200,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (15377); APPROVING A TRANSFER IN THE AMOUNT OF $380,000 FROM THE UNAPPROPRIATED BALANCE OF THE STORMWATER UTILITY OPERATING FUND (4011) TO THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $380,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THE ABOVE TRANSFER, TO THE PIER GATEWAY STORMWATER PROJECT (17160); AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on April 19, 2018, the City and Skanska executed the First Amendment to (i) incorporate the GMP Proposal in an amount not to exceed $15,030,610 dated April 3, 2018, into agreement, (ii) add additional
preconstruction phase services, (iii) revise the disadvantaged worker and apprentices provision to clarify good faith efforts and retainer, and (iv) modify other necessary provisions; and

WHEREAS, on June 14, 2018, the City and Skanska executed the Second Amendment to increase the GMP by an additional $185,239 for pile procurement for the Doc Ford’s Restaurant; and

WHEREAS, on July 19, 2018, the City and Skanska executed the Third Amendment to increase the GMP by an additional $581,611 for installation of the piles procured for the Doc Ford’s Restaurant; and

WHEREAS, on August 2, 2018, the City and Skanska executed the Fourth Amendment for Skanska to provide additional preconstruction phase services related to the Janet Echelman net sculpture for an amount not to exceed $20,000; and

WHEREAS, on September 7, 2018, the City and Skanska executed the Fifth Amendment to increase the GMP by an additional $1,085,737 for the installation of the structural system for the Doc Ford’s Restaurant and to revise the project schedule; and

WHEREAS, on October 4, 2018, the City and Skanska executed the Sixth Amendment to increase the GMP by an additional $2,964,769 for the construction of the new North Yacht Basin Seawall adjacent to the New St. Pete Pier™; and

WHEREAS, on January 3, 2019, the City and Skanska executed the Seventh Amendment to increase the GMP by an additional $1,835,532 for completion of the construction of the Doc Ford’s Full Core & Shell and to revise the project schedule; and

WHEREAS, on March 14, 2019, the City and Skanska executed the Eighth Amendment to increase the GMP by an additional $1,866,103 for (i) fabrication and installation of the market kiosks, (ii) an increase in the amount of the City’s contingency, and (iii) construction of the City infrastructure required to support, install and illuminate Janet Echelman Inc. (JEI) net sculpture; and

WHEREAS, on April 19, 2019, the City and Skanska executed the Ninth Amendment to increase the GMP by an additional $1,257,243 for (i) installation of the play equipment and safety surfacing and (ii) repairs to seawalls in the North and Central Yacht Basins; and

WHEREAS, the City and Skanska desire to execute the Tenth Amendment to increase the GMP (as previously increased) by an additional $1,854,452 (i) for the construction of the Gateway landscape and hardscape improvements and (ii) to increase the owner’s contingency (for a total GMP for the Pier Approach Project not to exceed $26,661,296).

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Addendum No. 11 in an amount not to exceed $1,654,452 submitted by Skanska USA Building, Inc. ("Skanska") to the Guaranteed Maximum Price ("GMP") proposal dated April 3, 2018 for the construction of the Gateway landscape and hardscape improvements is hereby accepted.

BE IT FURTHER RESOLVED that Addendum No. 12 in the amount of $200,000 submitted by Skanska to the GMP proposal dated April 3, 2018 to increase the owner’s contingency is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP for the Pier Approach Project shall not exceed $26,661,296.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Tenth Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Skanska dated January 10, 2017, as amended, to incorporate the above referenced addendums to the GMP proposal into the agreement, as amended.
BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the Tenth Amendment.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY19:

Downtown Redevelopment District Fund (1105)
Transfer to: General Capital Improvement Fund (3001) $1,084,452

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, the following supplemental appropriation for FY19:

General Capital Improvement Fund (3001)
Pier Gateway Project (16604) $1,084,452

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY19:

Downtown Redevelopment District Fund (1105)
Transfer to: General Capital Improvement Fund (3001) $200,000

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, the following supplemental appropriation for FY19:

General Capital Improvement Fund (3001)
Pier Approach Project (15377) $200,000

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY19:

Stormwater Utility Operating Fund (4011)
Transfer to: Stormwater Drainage Capital Projects Fund (4013) $380,000

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above transfers, the following supplemental appropriation for FY19:

Stormwater Drainage Capital Projects Fund (4013)
Pier Gateway Stormwater Project (17160) $380,000

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (Designee)

Engineering and Capital Improvements Director

Public Works Administrator
June 24, 2019

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

Re: St. Petersburg Pier Approach
Pier Approach GMP Addendum #12 – Additional Owner’s Contingency Allowance

Dear Mr. Prayman:

We are pleased to provide you with this proposal to increase the Owner’s Contingency Allowance for the St. Petersburg Pier Approach.

- Additional Owners Contingency Allowance $200,000.00

If you have questions please do not hesitate to contact us.

Sincerely,

SKANSKA USA BUILDING INC.

[Signature]
Kenneth E. Duty
Project Executive

Cc: Chuck Jablon – Account Manager
    Johnathan Meese – Preconstruction Director
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Table of Contents

1. Pier Approach GMP Addendum 11 for the Gateway Estimate Summary
2. Pier Approach GMP Addendum 11 for the Gateway Estimate
3. Document Log
4. Site Logistics Plan (For Reference Only, Still Being Developed)
5. Project Schedule
6. Appendix - A
1 Pier Approach GMP Addendum 11 for the Gateway Estimate Summary

- Executive Summary
- Cost Summary
Executive Summary

Pier Approach GMP Addendum 11 for the Gateway Estimate is based upon the documents prepared by the W Architecture and Landscape Architects LLC, and their respective consultants (A/E Team) which are itemized in the Document List of this proposal. Further project scope definition has been developed by Skanska USA Building Inc., and various assumptions that are attached to this proposal.

Estimate components

Pier Approach GMP Addendum 11 for the Gateway Estimate $1,654,452

Project Description

The “Gateway” enhancement to the Pier Approach project allows a contiguous revitalized connector of 2nd Avenue NE from Beach to Bayshore Drive flowing directly into the Pier District’s Market Promenade area. The work includes the demolition of 2nd Ave NE between Beach and Bayshore Drives removing all trees, sidewalks, bollards, light poles, the center median as well as the existing stormwater piping and structures. New work will include new stormwater piping, irrigation, street / pedestrian lighting, new landscaping and hardscape consistent with the Market Promenade of the Pier Approach, new curb and gutters, and new Asphalt Drive Lanes, striping and signage.

Skanska has developed and enclosed a Project Schedule, which indicates the schedule objectives for the project. See Section 5 for schedule:

* Substantial Completion of the Gateway February 5th, 2020

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

* City Council Approval Date July 11th, 2019
* Notice To Proceed July 12th, 2019
Cost Summary
Following is the Cost Summary breakdown.
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**Direct Cost** 1,338,444

- BUILDING PERMIT
- CONSTRUCTION CONTINGENCY 46,846
- SUBCONTRACTOR DEFAULT INSURANCE 19,671
- CCIP % OF 42,685

Sub Total 1,447,646

**GENERAL CONDITIONS**

- General Conditions (Lump Sum) 115,812

**CM FEES**

- Construction Management Fees 57,906

**INSURANCES & BOND**

- Builders risk insurance 16,545
- Performance & Payment Bond 16,545

**SUBTOTAL** 1,654,452

**OWNER’S CONTINGENCY ALLOWANCE FOR UNFORSEEN CONDITIONS** Excluded

**CONTRACT TOTALS** 1,654,452

Grouping: MasterGrp / BidPkg
2 Pier Approach GMP Addendum 11 for the Gateway Estimate

- Introduction
- Insurances and Bonds
- Standard Qualifications
- Scope Specific Qualifications
- Allowances/ Alternates
Introduction
This section of the Pier Approach GMP Addendum 11 for the Gateway describes modifications, conceptualizations, and exclusions.

No cost or time has been accounted for in the Pier Approach GMP Addendum 11 for the Gateway Estimate to address the issue of any items identified as "excluded". For those items that are clarified, qualified and/or based upon an assumption, the Pier Approach GMP Addendum 11 for the Gateway Estimate reflects only the cost and time of the element as assumed or clarified.

Skanska's Pier Approach GMP Addendum 11 for the Gateway Estimate is based upon the following:

1. Document log provided in Section 3.
3. The qualifications mentioned in this proposal.

Insurances and Bonds

Insurances:

1. Builders Risk Insurance is carried as an allowance and will be amended/reconciled at project completion.

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

Bonds:

1. Payment and Performance Bond is carried as an allowance and will be amended/reconciled at project completion.

2. In lieu of bonding its Subcontractors, Skanska shall maintain subcontractor default insurance ("SDI") for the protection of the Skanska and the Owner against the default of Subcontractors. The cost of the SDI program will be included in the Cost of the Work included in the Guaranteed Maximum Price calculation. Owner shall pay Skanska for SDI premiums calculated as 1.42% of the Cost of the Work less General Conditions Costs for SDI.

Coordination with other Contractors
This Pier Approach GMP Addendum 11 for the Gateway Estimate is based on the assumption that the Owner’s contractors and all other parties performing construction work at the project site, not under
direct contract with Skanska will:

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

2. This Pier Approach GMP Addendum 11 for the Gateway Estimate is based on the expectation that all pre-purchased items to be provided by the Owner will be provided without delay or disruption per Skanska’s schedule attached.

3. This Pier Approach GMP Addendum 11 for the Gateway assumes any separate contractors hired by the Owner will not interfere with the operation of Skanska.

4. This Pier Approach GMP Addendum 11 for the Gateway Estimate relies on and assumes Owner’s other contractors working according to Skanska’s project schedule, and will achieve system and area completion dates according to that schedule.

5. This Pier Approach GMP Addendum 11 for the Gateway Estimate relies on and assumes Owner’s other contractors will perform work so as to not impact Skanska’s ability to perform its work in accordance with its project logistics plan.

6. This Pier Approach GMP Addendum 11 for the Gateway Estimate relies on and assumes Owner’s other contractors will provide detailed schedule, logistics, and technical information, when and as requested by Skanska so as to enable Skanska to maintain or accelerate elements of its schedule, maintain its overall schedule and achieve necessary milestones and completion dates.

7. This Pier Approach GMP Addendum 11 for the Gateway Estimate relies on and assumes Owner’s other contractors will provide and maintain insurance as required by the city, consistent with the requirements in Skanska’s agreement with the City and providing Skanska the same protections as the City requires themselves such as insurance coverages, coverage limits, indemnify and hold Skanska harmless, waivers of subrogation, listing Skanska as an additional insured party of all policies, etc.

**Standard Qualifications**
The following are the Standard Qualifications for the Pier Approach GMP Addendum 11 for the Gateway Estimate project:

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

2. In preparing the Pier Approach GMP Addendum 11 for the Gateway Estimate and the project schedule, Skanska relies on the construction documents to be fully designed, fully coordinated, code compliant, and accepted by the appropriate agencies and other applicable parties.

3. The cost of changes to the construction documents due to permit comments or conditions issued to Skanska following the delivery and acceptance of the Pier Approach GMP Addendum 11 for the Gateway Estimate are excluded.

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

5. All sales tax on material is included.

6. Third party agency testing and inspection services have not been included, unless otherwise noted. Materials testing for soil densities and concrete testing have been included as an allowance.
7. Due to turnaround requirements dictated by the City and the Schedule, no advertising took place for this work and this added work has been priced by existing subcontractors already engaged on the project and awarded as change orders to their work.

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

9. No archaeological remediation is included.

10. Skanska assumes unobstructed access to the Project Site at all times. The Pier Approach GMP Addendum 11 for the Gateway Estimate does not anticipate any stoppage or interruption of work as a result of operations by others or other site restrictions or interferences. The City will provide written notice of any activities in downtown St. Petersburg that could result in disruptions to site ingress/egress and both parties will work cooperatively to resolve any potential disruptions.

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

12. Threshold inspection costs are not included.

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

14. Pier Approach GMP Addendum 11 for the Gateway Estimate is based on the City’s acceptance and execution of the Amendment and issuance of the Notice to Proceed (NTP) on July 12th, 2019. The Substantial Completion directly linked to this date and shall adjust to a later date equal to the NTP being issued on a later date than noted above.

15. Use of union labor/pervailing wage is not included.

16. Delegated design is not included.

17. We exclude all unforeseen conditions related to underground obstructions from previous seawalls, buildings, rock, buried debris and buried organics, existing underground utilities either not shown or in conflict with new utilities and design. These will be considered changes to the work and any change of coordination regarding same will be covered out of the owner’s contingency or change order.

18. Pier approach design modifications and costs for changes in that scope of work are excluded from this estimate and will be addressed as changes to the approach contract.

19. Pier Approach GMP Addendum 11 for the Gateway Estimate assumes the Architect/Engineers design complies with all requirements prescribed in Owner standards or guidelines.

20. Pier Approach GMP Addendum 11 for the Gateway Estimate does not include any costs associated with reviews by insurance underwriters such as IRI or FM.

21. “Time is of the essence” clauses are only applicable to the Substantial Completion of the Pier Approach Project.

22. Pier Approach GMP Addendum 11 for the Gateway Estimate assumes no working hour restrictions.
23. Excludes signalization and controls work in its entirety.

24. Excludes any underground technology infrastructure time and cost.

25. Irrigation carried as an allowance.

26. Tree demolition per tree mitigation plan is included.
Scope Specific Qualifications

Pier Approach GMP Addendum 11 for the Gateway:

1. Plan and plant legend are in conflict, plants and quantities are provided per plant schedule:
   - Silver Bismarck Palm: 8 each
   - Jacaranda: 2 each
   - Royal Palm: 25 each
   - Black Magic: 21 each
   - Petra Croton: 184 each
   - Philodendron: 50 each
   - Coonite Palm: 83 each

2. All shrub material is priced per container size regardless of size.

3. The City of St. Petersburg to furnish and install all signalization and associated signalization work and all overhead-mounted signage required at a later date.

4. The drilled shafts and associated foundation work for the (2) indicated mast arms is excluded.

5. Does not include any hazardous waste material removal.

6. Changes to the pier approach drawings and scope of work are not included in Gateway proposal, to be coordinated, priced, and submitted separately under the Pier Approach project once coordinated bulletin issued.


8. 5,231 sf of St. Augustine sod carried as an allowance. This figure to be reconciled at conclusion and adjusted based on unit pricing.

9. Relocation or adjustments of existing 3rd party utilities rely on 3rd parties working in accordance with Skanska’s schedule; time is of the essence. If 3rd party utilities do not honor project schedule the end date will be extended corresponding to 3rd party delay.

10. This proposal includes limited scope from the "Pier Approach 2nd Ave NE Improvements 100% Plans" produced by Kimley-Horn. Only the signing and marking drawings 11380-13 and 11380-14, the signing and marking plan sheets, have scope per this proposal. The rest of the sheets within the "Pier Approach 2nd Ave NE Improvements 100% Plans" are excluded from this proposal.

11. The East bus drop off is not included in the Gateway proposal and will be included as part of the Pier Approach Project changes noted in item 6 above.

12. Asphalt milling and resurfacing involved with the bus stop areas are included in conjunction with the milling and resurfacing on Bayshore drive.

13. Proposal includes temporary-permanent striping on newly installed asphalt paving, Skanska will return to install thermoplastic striping after required cure time.

14. Existing City owned light poles are to be removed as followed: disconnected by contractor, removed by contractor, and salvaged by the City. This is to be coordinated with the City utility
department.

15 The milling and resurfacing of 2nd Ave West of Beach Drive, required for striping removal, is to be performed in conjunction with other mobilizations on 2nd Ave East of Beach Drive.

15 Crosswalk East of Beach Drive within Gateway project limit lines is to be demolished and re-built with existing pavers. All other crosswalks are demolished as per the demolition plan, paved with asphalt pavement, and striped with thermoplastic striping.

12 The drawing index with title “100% Gateway Documents” is a tabular graphic listing drawings to be used for Gateway proposal. This was created by Skanska to help qualify which drawings are to be used in this proposal as a document log or drawing index was never provided by design team.

13 (27) bollards are included. Bollards are to be typical fixed Pier approach bollard. Bollard quantity changes on Approach are excluded from this proposal.

13 Curb lines & limits of hardscape as shown on the Civil, Hardscape, and Landscape drawings for both the Gateway and Approach have shifted from previously issued sheets. However, other disciplines, including lighting and electric do not reflect these changes.

20 The Date and Christmas palms within the center median, tree numbers 298 through 306 are to be salvaged either by the city of St. Petersburg. This is to be done prior to Skanska’s scheduled mobilization.

21 Lighting in this proposal includes 9-AP 1 poles, 9-AL2 fixtures, and 9-AL3 fixtures. According to the drawings, these poles and fixtures are to match the Pier Approach pole and fixture design.

22 All lighting and electric within Gateway is to be serviced from existing parks department panels.

23 Benches and their foundations as shown in the drawings are excluded.

24 Reconnection of poles that are designed to remain in South Straub Park, not indicated on drawings, within the circuit of poles to be removed in the gateway, is included.
ALLOWANCES

In order to provide the Pier Approach GMP Addendum 11 for the Gateway Estimate per Owner’s requested delivery date, a number of cost allowances had to be established. These allowances are intended to provide for all direct construction costs associated with each of these items. Indirect costs are not included in allowances.

1. Builders Risk Allowance: $16,545
2. Bond: $16,545
3. Soil Densities/Concrete Testing: $10,000
4. Irrigation: $16,130

ALTERNATES

1. Platypus tree anchors in lieu of palm battens 4x4 Add Alternate: *$ 12,746
   * Does not include soft costs
3 Document Log

The Document Log that follows represents the information that forms the Pier Approach GMP Addendum 11 for the Gateway Estimate and associated clarifications defined herein.
## EXHIBIT "B"
### DOCUMENT LOG

### GATEWAY 100% PLANS

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4 Site Logistics Plan (For Reference Only, Still Being Developed)
Legends:
- Fencing
- MOT Lane Closure
- Traffic Path

Notes:
1. Setup temporary fencing as a mix of stationary and fencing panels.
2. Gates will be installed on either side of the 2nd ave fencing.
3. MOT will be planned and approved beforehand for traffic control and side walk pedestrian control.
**Phase: Gateway Work**

**Legend**
- Curb Demo
- Fencing
- Full Depth DEMO
- MOT Lane Closure
- Sidewalk DEMO
- Traffic Path
- Tree DEMO

**Notes:**
1. All trees marked for demolition to be removed at this point in the project. City to coordinate at early stages of the project for the tree relocation of these trees if they want to salvage them. At point of demolition Skanska makes no schedule exceptions for maintaining any Trees.
2. City of St Pete to remove the Parking Meters in the affected area.
3. Remove the Bollards (by Subcontractor) and salvage them for the City as per the drawings.
4. All Of the trees, bushes, plant material, clearing & grubbing will be demolished and removed.
5. Full depth asphalt, base, and curb to removed in the associated areas as shown.
6. Concrete sidewalk to be removed as shown.
7. Tree Protection Fencing will be installed as necessary.
8. SWPPP Measures will be installed.
Phase: Gateway Work

Legend
- Fencing
- Full Depth DEMO
- MOT Setup

Notes:
1. Setup lane closure on Beach Dr. Close the Northern crosswalk, both lanes of Beach Dr. Northbound Beach Drive will be a left only lane at 2nd Ave. This MOT will be for the duration of the road work taking place. TBD
2. Demo the full pavement and asphalt depth needed to access the existing RCP and storm sewer structure.
3. Demo existing storm sewer structure to be replaced and plug the existing storm RCP to remain.
Notes:
1. Install new proposed storm sewer structure ST-700. Tie existing RCP and storm sewer pipes in the new structure via concrete collars.
2. Install full length RCP pipe from structure to the East away from Beach drive to the new structure ST-701.
3. Install ST-701 and tie RCP into structure. Seal up all of the RCP penetrations into structures ST-700 & 701.
Notes:
1. Restore the sub grade, road base and asphalt in the highlighted area. This area will be affected by vehicle traffic until the final paving has happened.
2. Remove the closure and MOT, opening the previously open lanes in Phase 1. Project fence line and limits established will still be closed to the public.
1. Set structure ST-705
2. RCP from 705 to 703-29 LF
3. Set ST-703
4. Set ST-704
5. RCP from 704 to 702-30 LF
6. Set ST-702
7. RCP from 702 to 703-30 LF
8. RCP from 703 to 701-18 LF
9. RCP from 701 to 706-248 LF
10. Set ST-706
11. Set ST-708
12. RCP from 708 to 709-28LF
13. Set ST-709
14. RCP from 706 to 707-51 LF
15. Set the J-bottom/Weir Wall manhole. Install the RCP to the structure. Pour back the concrete collar for RCP support to the existing RCP
16. Set the downstream defender structure. Tie in 24" RCP between the J-bottom and defender structures.
Phase: Gateway Work

Notes:
1. Start installing the Royal Palm Trees and Bismark Palm Trees.
2. Establish Irrigation and means of watering the trees until the permanent irrigation can be established.
3. Start F/R/P curb and gutter
   a. Box out curb bottom for base.
   b. Pour Curb and Gutter.
   c. Start on road base installation.
4. Pour Curb Inlet Tops and throats.
5. Irrigation Sleevings across the roadway installed, Also install the sleeves for the trees and underneath the hard scape.
6. Electrical UG rough in conduit installed
7. Pour the ADA curb ramps
8. Install the AP1 light poles (9)
Phase: Gateway Work

Notes:
1. Mill existing roadway surface. This milling will potentially be done at night to avoid a single day lane closure.
2. Pave the new roadway with the 1st lift of asphalt. This work can be done during the day. Asphalt paving consists of installing the crushed concrete road base below to sub grade and then paving the 1st lift of asphalt.
Notes:
1. F/R/P the Hardscape SOG. Leaving the block outs for the landscape green areas and the tree rings. Pours will be sequenced by expansion joint length and cubic yardage.
Replace Sod as needed along hardscape edge

Legend
- Fencing
- MOT Lane Closure

Activities
- Landscape Planting and Irrigation

Notes:
1. Plant the landscape green areas.
2. Tie in and install irrigation drip lines for the landscaping beds.
3. Mulch and soft scape installation for all areas. Sod on the northern and southern hard scape SOG to be replaced up to the limits of the sod that was removed.
Phase: Gateway Work

Notes:
1. Remove the temporary fencing and Pave the Final Lift of Asphalt.
2. Temporary striping and reflectors
3. OPEN TO THE PUBLIC.
4. *Thermoplastic after asphalt cure time and paint Manufacturer requirements as coordinated with the City.
5. Substantial Completion.
5 Project Schedule
Hard copies provided for next two pages-
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Appendix - A

- Pier Approach GMP Addendum
  11 Drawings
- Marked up Irrigation plan 1-1
  Revision Dated 03.07.2019
The following page(s) contain the backup material for Agenda Item: Sewer Report
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving an allocation increase for water, wastewater and sewer supplies, with Core & Main LP in the amount of $400,000, for a total contract amount of $11,100,000.

Explanation: On October 14, 2014, City Council approved a three-year agreement for water and wastewater supplies through September 30, 2017. On September 21, 2017, City Council approved the first renewal. On September 20, 2018, City Council approved the second renewal. There are no renewals remaining.

The vendor furnishes and delivers a complete line of water and sewer supplies, including pipe, hydrants, valves, fittings, assemblies, tools, specialty equipment and technology services. Due to an increase in demand for these products, the current allocation is expected to exceed the total contract amount prior to a new contract award. Therefore, an increase in allocation in the amount of $400,000 is requested.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends for approval:

Core & Main LP (St Louis, MO) .................................................................$400,000

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Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Supply Management Fund (5031), Stormwater Utility Operating Fund (4011), as well as various capital improvement projects in the Water Resources Capital Projects Fund (4003).

Attachments: Resolution
A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $400,000 TO THE ALLOCATION FOR THE BLANKET PURCHASE AGREEMENT WITH CORE & MAIN LP FOR ADDITIONAL WATER, WASTEWATER AND SEWER SUPPLIES FOR THE WATER RESOURCES DEPARTMENT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $11,100,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 14, 2014, City Council a three-year agreement with two, one-year renewal options for water and wastewater supplies for the Water Resources Department at a total amount not to exceed $5,700,000 through September 30, 2017; and

WHEREAS, on September 21, 2017, City Council approved the first renewal option to extend the term and increase the contract amount in the amount of $2,500,000 for the first renewal term; and

WHEREAS, on September 30, 2018, City Council approved the second renewal option to extend the term and increase the contract amount in the amount of $22,500,000 for the second renewal term; and

WHEREAS, an increase in the amount of $400,000 to the allocation is needed due to an increase in demand for water, wastewater and sewer supplies as the allocation is expected to exceed the total contract amount; and

WHEREAS, the Procurement and 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 an increase to the allocation in the amount of $400,000 for additional water, wastewater and sewer supplies with Core & Main LP for the Water Resources Department is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $11,100,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance

City Attorney (Designee)
00456832
--- City of St. Petersburg Authorization Request ---

## General Authorization

<table>
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| Name:       | Enge, Donald Robert |
| Request Date: | 24-JUN-2019 |
| Status:     | APPROVED |

### Authorization Request

**Subject:** 890-65 Water, Wastewater and Sewer Supplies

**Message:** Submitted for your approval, please find attached Consent Write-up for 890-65 Water, Wastewater and Sewer Supplies, scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

**Supporting Documentation:** 890-65 Water, Wastewater and Sewer Supplies, July 11 2019 - Consent Agenda (Approval Request).pdf

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To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Accepting a proposal from RedZone Robotics, Inc., a sole source provider, to scan the City’s wastewater collection system using autonomous crawler devices for the Water Resources Department at a total contract amount of $600,000.

Explanation: The City received one proposal from RedZone Robotics, Inc. to perform a scan/inspection of the wastewater collection system by inserting a self-operating crawler device into 8- and 10-inch gravity sewer mains to identify strengths and weaknesses of the system and provide a point in time condition assessment.

The data received will be used to prioritize rehabilitation and replacement locations and uploaded into the Water Resources asset management software as a record of the pipe assessment. Using RedZone’s system to complete the scan will allow the City to inspect between 7,000 to 10,000 linear feet of pipe per day while the traditional video inspection can only complete 1,800 to 2,400 linear feet of pipe per day. The Consent Order requires that all 4,688,640 linear feet of gravity sewer pipe be inspected over the next five years. Using RedZone will help meet the schedule.

A sole source purchase is recommended because RedZone is the only provider of sanitary sewer inspection services performed by self-operating (autonomous) crawler inspection devices. These devices are capable of completing inspections 75% faster than traditional methods, with minimal disruption to traffic operations, reducing costs for labor and project completion time. RedZone is the only company that can provide this service since they have proprietary rights to the self-operating scanning equipment. Based on the pilot project conducted in St. Petersburg and completed in 2018, RedZone has successfully demonstrated that their condition assessment scan can be used to provide a long-term strategy to address needed repairs and upgrades.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends for award:

RedZone Robotics, Inc. (Pittsburgh, PA) .................................................................$600,000

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

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN Condition Assessment Auto FY19 Project (17026).

Attachments: Agreement (19 pages)
            Sole Source
            Resolution
AGREEMENT

THIS AGREEMENT, (“Agreement”) is made and entered into on the _______________ day of ______________, 2019 (“Effective Date”), by and between RedZone Robotics, Inc., 91 43rd Street, Pittsburgh, PA 15201 (“Contractor” or “RedZone”) and the City of St. Petersburg, Florida, 3rd Ave N, St. Petersburg, FL 33713 (“City”) (collectively, “Parties”).

WITNESSETH:

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

1. **Contractor Duties.** Contractor shall perform the scope of services set forth in Appendix A of this Agreement (“Scope of Services”) for the City in full and complete accordance with this Agreement. Appendix A is attached hereto and made a part hereof.

2. **Agreement Components.**
   
   A. The agreement components are this Agreement, the appendices to this Agreement, the purchase order issued by the City pursuant to this Agreement (“Purchase Order”), and the following documents, which are made a part hereof by reference (“Other Documents”):

   (i) Non-Disclosure Agreement (“Document 1”)
   
   (ii) Map 1 RedZone Gravity Mains (“Document 2”)
   
   (iii) RedZone Projects Shape Files, to be provided after award along with the Notice to Proceed (“Document 3”) (“Document 3”)

   B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the Purchase Order, and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

3. **Term.** The term of this Agreement shall commence on the Effective Date and remain in full force and effect until Contractor has performed its obligations under this Agreement and the City has accepted all services in accordance with this Agreement.

4. **Schedule.** Contractor shall perform the Scope of Services in accordance with the schedule and deadlines set forth in Appendix A.

5. **Payment.** Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered; provided, however,
that the City shall not be required to pay Contractor for services unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) shall not exceed six hundred thousand dollars ($600,000.00) (“Payment”). The Payment may be increased only in strict accordance with this Agreement. Contractor shall invoice the City in accordance with the procedures established by the City.

6. **Indemnification.**

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

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

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

(iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

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

(v) Contractor’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
7. **Insurance.**

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

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

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

(iii) Workers’ Compensation insurance as required by Florida law and Employers’ Liability Insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

B. All of Contractor’s insurance policies, except Workers’ Compensation, shall name the Indemnified parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City’s request, Contractor shall provide copies of current policies with all applicable endorsements.

E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best’s Insurance Guide.

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

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

8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed
by registered or certified mail, postage pre paid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

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

CONTRACTOR:

RedZone Robotics, Inc.
91 43rd Street, Suite 250
Pittsburgh, PA 15201
Attn: Doug Boccuti
Phone: 407-404-0882

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

11. **Assignment.** Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.

12. **Termination.**

   A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.

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

C. The City may terminate this Agreement as provided in Florida Statute section 287.135.

D. Termination of this Agreement shall act as a termination of the Purchase Order and the Other Documents.

13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the courts and irrevocably waive any objections to said jurisdiction.

14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

16. **Compliance with Laws.** The Contractor shall always comply with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.

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

18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

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

20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party shall use the other party’s name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client lists.

21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, enough monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

22. **City Consent and Action.**

   A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

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

23. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City during the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
26. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

27. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.

28. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor’s performance of this Agreement. Upon request of the City, the Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

29. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

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

31. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

32. **Contract Adjustments.**

   A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for
Contract Adjustments shall be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments shall be affected through amendments to this Agreement made in accordance with this Agreement.

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

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

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

33. **Acceptance.** After notice from Contractor that it has performed the services required pursuant to this Agreement, the City shall issue written acceptance upon the City’s confirmation that the services have been provided in accordance the terms and conditions of this Agreement. Within ten (10) days of receipt of Contractor’s notice that it has performed the services, the City will notify Contractor of any discovery by the City of a non-conformance of the services with the requirements of this Agreement (“Non-conformance”), and Contractor shall have the period of time stated in the Non-Conformance notification to correct such Non-conformance, or, if no time is stated, Contractor shall have a reasonable period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event shall a period exceeding ten (10) days from the date the City provides notice of Non-Conformance to Contractor be considered a reasonable period of time. The City’s issuance of written acceptance shall in no way relieve Contractor of any of its obligations pursuant to this Agreement.

34. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.

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

36. **Contractor Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor’s employees and any affiliates’ or subcontractors’ employees, whom the City
judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

37. **Public Records.**

A. Contractor shall (i) keep and maintain public records (as defined in Florida’s Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk’s Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records law or other applicable Laws; (iii) ensure that public records in Contractor’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in Contractor’s possession within ten (10) days following the City’s request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City’s request, all public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

B. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

C. Nothing contained herein shall be construed to affect or limit Contractor’s obligations including but not limited to Contractor’s obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

<table>
<thead>
<tr>
<th>REDZONE ROBOTICS, INC.:</th>
<th>WITNESSES</th>
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<tr>
<td>By: ___________________________</td>
<td>(SEAL)</td>
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<td>Louis Moore, CPPO, Director</td>
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<tr>
<td>Procurement &amp; Supply Management</td>
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Provisions of Contract Approved:  
By: _________________________  
Print: _________________________  
Project Manager  

Approved as to Form and Content:  
By: _________________________  
Print: _________________________  
City Attorney (Designee)
(Acknowledgment of Contractor)

State of _________________)
County of ________________)    ss:
City of __________________)

The foregoing Agreement was acknowledged before me this ___ day of _______________,
, by_____________________________________________
 (Name and Title)
of ________________________________ (“Company”), on behalf of the Company. He/She is
personally known to me or has produced ___________________________________________________________________, as
identification and appeared before me at the time of notarization.

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

NOTARY PUBLIC:

(SEAL)

_________________________________________

My commission expires: _______________________
GENERAL DESCRIPTION

The Scope of Services sets forth the services, activities and responsibilities that will be performed by RedZone Robotics, Inc. (“Contractor”), and the Deliverables that will be provided by the Contractor pursuant to the Agreement. The terms contained in this Scope of Services shall have the meanings set forth in the Agreement unless otherwise defined in the Scope of Services.

The project goal is to use autonomous inspection technology to assist the Water Resource Department in completing Pipeline Assessment and Certification Program (PACP) inspection of the entire gravity sewer system within the Consent Order time frame. The condition assessment data will be used in Water Resources and Engineering asset management software to prioritize repair and replacement work.

To accomplish this, the Contractor shall:
1. Insert its self-contained, programmable, robotic sewer pipe scanning equipment into the City’s Sanitary Sewer Infrastructure by manhole access at locations designated by the City pursuant to the attached Basin Map.
2. Perform a “scan” of the pipes of selected 8-inch to 12-inch pipes in a defined target area consisting of 750,000 linear feet and provide the City with test results in NASCCO’s PACP compliant format.

The tasks set forth in this Scope of Services and the services, activities, responsibilities, and Deliverables that will be performed and provided by the Contractor in accordance with the Agreement are as follows:

1. CONTRACTOR PROJECT MANAGEMENT

1.1 PROJECT SET-UP

The Contractor shall be responsible for their safety plan, management plan, communication plan, submittal plan and risk plan for the project. Prior to beginning the work, the Contractor will provide
1. General schedule of their planned work based on the provided Basin Maps.

1.2 KICK-OFF MEETING

The Contractor shall attend a project kickoff meeting with City staff to introduce the project team members and their roles and responsibilities. During the meeting the team will discuss the overall project, schedule, prioritization and communication plan for daily, weekly and monthly reporting.

1.3 PROJECT COORDINATION AND RESPONSIBILITIES

During the project, the Contractor’s team shall be responsible for:
1. Inserting its self-contained, programmable, robotic sewer pipe scanning equipment into the City’s Sanitary Sewer Infrastructure at locations designated by the City pursuant to the
attached Basin Maps to perform a “scan” of the pipes of selected 8-inch to 12-inch pipes in a defined target area consisting of 750,000 linear feet.

2. Removing its equipment from the Sanitary Sewer Infrastructure.

3. In the event of any equipment malfunction preventing timely removal of the equipment, immediately advising the City.

4. All RedZone employees having and using the proper safety equipment such as flashing lights, cones, as well as all other required protective wear.

5. Providing the City’s Project Manager with daily, weekly and monthly reports as summarized in Deliverables below.

6. Downloading and coding the inspection results into a NASCCO’s Pipeline Assessment and Certification Program (PACP) compliant format.

7. Providing the City with results as summarized in Deliverables below.

8. Invoicing monthly.

9. Reviewing results with designated City personnel.

1.4 PROJECT ADMINISTRATION

Project administration shall include keeping organized files, consulting with the City at appropriate intervals, preparation and submittal of monthly invoices. The invoice submittal shall include a PDF report summarizing monthly data files and the electronic data files pre-processed for WinCan8.

1.5 OTHER CONSIDERATIONS

1. RedZone shall not perform any flushing of lines during deployment as to not create any line backups.

2. Any data that is not to the satisfaction of the City shall be redone at no cost. To include poor scan quality or less than acceptable data quality at the sole discretion of the City.

3. RedZone is liable for all RedZone equipment and any damages that occur during the performance of this service.

4. Traffic control assistance (MOT) is anticipated to be minimal and should require a City truck with flashers for approximately 10 minutes per insertion manhole. The details will be coordinated with the City based on the Basin particulars.

1.6 DELIVERABLES

The Contractor shall be responsible for providing the City with the following deliverables:

1. General schedule of their planned work based on the provided Basin Maps.

2. Daily provide the City’s Project Manager with a “Location Issue Log” that identifies locations where the robotic sewer scanning equipment’s movement was impeded and cleaning or other work by the City is required to complete the inspection. This may include but is not limited to locations of any broken manholes, manhole covers, and line blockages.

3. Weekly providing the City’s Project Manager with a summary of work completed (pipe segments inspected) and a projection of work planned for the following week.

4. Monthly provide the City’s Project Manager with the following:
   4.1. Invoice for work completed in a 4-week period, anticipated to be approximately 100,000-LF of pipe.
   4.2. Electronic data files pre-processed for WinCan8 into a PACP compliant format delivered on an external drive. Data sent shall be cumulative and may contain pipe segments
Appendix A – Scope of Services  
RedZone Asset Inspection  
City of St. Petersburg Project No. 17026

scheduled for cleaning. The final data set shall not contain segments that fail to pass the 20-foot validation test.

4.3. PDF Profile/Photo Observation report that includes flat-scan images of each of the pipes that underwent the scanning process. Each scanned line segment shall have a header that reflects all attributes of the shape file including the survey name, location, manhole numbers upstream and downstream, date(s) of scan, direction of flow and section length.

2. SCHEDULE

The Contractor shall begin work within 14 days of Notice to Proceed and complete work within 270 calendar days.

3. CITY PROJECT MANAGEMENT

The City’s Wastewater Maintenance Division shall be responsible for managing the project and coordinating with the Contractor’s team.

The City will provide the Contractor with the following items following Notice to Proceed:
1. City’s Geographic Information System for the sole purpose of evaluation related to the City’s Sanitary Sewer Infrastructure. The data shall consist of one or more “shape files” of pipes in a designated geographical area (area will contain 750,000 linear feet of pipes 8-inches to 12-inches in diameter) within the City’s wastewater collection system – one week before kick-off meeting.
2. Prioritization requirements by Basin – one week before kick-off meeting.
3. Summary of communication plan with names, phone numbers and email addresses – within one week of the kick-off meeting.
4. Coordinate with the Contractor on traffic control plan prior to commencement of work within the Basins.
5. Response to daily issue logs / cleaning report – within one working day of receipt.

-- End of Scope --
NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made and entered into on the ___ day of __________, 2019, by and between the City of St. Petersburg, Florida (“City”), and RedZone Robotics, Inc., (“RedZone”), (the “Agreement”).

WHEREAS, RedZone wishes to utilize the City’s Geographic Information System Water Resources Mapping Data (the “Data”) for the purposes of inspecting the City’s wastewater system using remote robotic technology and so that the City may identify and prioritize its wastewater system repair needs (the “Project”); and

WHEREAS, the City wishes to allow RedZone access to the Data in order to advance the purposes of the Project; and

WHEREAS, the RedZone hereby agrees to certain conditions regarding use of and non-disclosure of the Data during the Project.

NOW THEREFORE, incorporating the Whereas clauses above as if fully stated herein, and with full awareness of the promises and covenants contained herein, the City and RedZone agree as follows:

1. **Definition.** For purposes of this Agreement, the term “Data” means any data or information of the City that is disclosed to RedZone verbally, in writing or through RedZone being granted access to the City’s computer systems, including but not limited to the City’s Geographic Information System and any information related to the City’s Potable Water Supply Infrastructure including primary water main lines, wellhead points, water treatment facility plans, pump station building footprints, and water tower points, any information related to the City’s Wastewater Infrastructure, including transmission lines, treatment facility buildings and equipment, lift stations, pump stations, and surface water discharge outfalls, or any information related to the City’s Stormwater Infrastructure, including major outfalls and discharge structures.

2. **Nondisclosure of City Data and Information.** RedZone shall not disclose, publish, or disseminate any Data to anyone other than the RedZone employees and with a need to know the Data. RedZone is hereby bound to protect the confidentiality of the Data. If RedZone is requested to disclose the Data pursuant to legal process or applicable laws, RedZone shall immediately notify the City in writing and shall obtain written approval from the City prior to disclosing, publishing or disseminating any City Data and Information, unless otherwise required by court order. RedZone agrees to accept the Data for the sole purpose of carrying out the Project. RedZone agrees not to make copies of the Data except for the sole purpose of carrying out the Project. RedZone agrees not to use the Data for its own or any third party’s benefit without the prior written approval of an authorized representative of the City in each instance. The parties agree that that the Data shall be designated City Confidential Information and is not subject to public record requests made by third parties subject to Chapter 119, Florida Statutes or the Florida Constitution.
3. **Ownership of City Data and Information.** All Data as that term is defined herein shall be and remain the property of the City.

4. **No Rights or License Granted.** No right or license, express or implied, is granted to RedZone with respect to any of the Data.

5. **Return of City Data and Information.** Within thirty (30) days of the termination of this Agreement or within thirty (30) days of the City’s demand for return of the Data, RedZone shall return all copies of the Data, along with a written certification that all copies of the Data have been returned to the City. RedZone shall destroy any copies of the Data upon completion of the Project. If the City directs RedZone in writing to destroy any copies of the Data, the instructed RedZone shall, within thirty (30) days of such instruction, certify in writing to the City that all copies of the Data have been destroyed.

6. **Injunctive Relief.** RedZone agrees that should it breach or threaten to breach any provision of this Agreement, the City may suffer irreparable harm and, if so, its remedy at law will be inadequate. Therefore, if RedZone threatens to breach or actually breach this Agreement, the City may be entitled (in addition to all other remedies available to it at law and in equity) to the following: (a) equitable relief, including specific performance and injunctive relief to enforce any provision hereof and to restrain RedZone from using or disclosing, in whole or in part, directly or indirectly, the Data or any copies, written notes, electronic files, memoranda, or notes taken, made or prepared by RedZone containing all or any portion of the Data; and (b) recovery for damages, losses, and expenses of every nature (including but not limited to attorneys’ fees) arising out of, resulting from, or otherwise relating to such breach or threatened breach.

7. **Indemnification.** RedZone shall defend, at its sole expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly: (i) the breach of this Agreement (including any amendments thereto) by RedZone, its employees or subcontractors; (ii) any negligent act or omission of RedZone, its employees or subcontractors; or (iii) any reckless or intentional wrongful act or omission of RedZone, and its employees or subcontractors.

8. **Governing Law and Venue.** This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state court shall be in Pinellas County, Florida, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division.
9. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the City and RedZone.

10. **Severability.** In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired by such a finding.

11. **Waiver.** Failure or omission by the City at any time to enforce or require strict or timely compliance with any provision of this Agreement shall not affect or impair that provision in any way or the rights of the City to avail itself of remedies it may have in respect to any breach of that provision. Any waiver or consent given by the City must be in writing but shall be effective only as to that instance and will not be construed as a bar to or waiver of any right on any other occasion.

12. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements, including data non-disclosure agreements, written or oral, between the City and RedZone relating to the subject matter of this Agreement. This Agreement may not be amended unless agreed to in writing by the City and RedZone.

13. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

**CITY**
John Palenchar, P.E.
Director, Water Resources
City of St. Petersburg
1650 3rd Ave N
St. Petersburg, FL 33713

**REDZONE ROBOTICS, INC.**
RedZone Robotics, Inc.
91 43rd Street, Suite 250
Pittsburgh, PA 15201
Attn: Doug Boccuti
Phone: 407-404-0882
IN WITNESS WHEREOF the City and RedZone have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

CITY OF ST. PETERSBURG, FLORIDA

By: _________________________________
Print: _______________________________
Title: ________________________________

ATTEST:

____________________________________
Chan Srinivasa, City Clerk

Approved as to Form and Content

____________________________________
City Attorney (Designee)

REDZONE ROBOTICS, INC.

By: _________________________________ Witness:____________________
Its: _________________________________ Witness:____________________
Print: _______________________________
Title: ________________________________
Sole Source Request
Procurement & Supply Management

Department: WR—Wastewater Collections (420-2145)
Requisition No. 5424358

Requested By: Lisa R. Rhea
Date: June 6, 2019

Check One: X Sole Source X Proprietary Specifications

Proposed Vendor: RedZone Robotics

Estimated Total Cost: $600,000

Description of Items (or Services) to be purchased:
RedZone Robotics Company will perform a scan/inspection of the wastewater collection system by inserting a self-operating crawler device into 8 and 10-inch gravity sewer mains to identify strengths and weaknesses of the system and provide a point in time condition assessment.

Purpose of Function of Items:
The project will provide a scan/inspection of 8 and 10-inch gravity sewer mains to identify strengths and weaknesses as required for the Consent Order. The data received will be used to prioritize CIPP locations and uploaded into the Water Resources asset management software as a record of the pipe assessment.

Justification for Sole Source of Proprietary specification:
Based on participation in industry trade shows, review of available industry vendor listings, internet searches, and communication with other municipalities who have utilized Redzone’s services through single source procurement, it has been determined RedZone is currently the only provider of sanitary sewer inspection services performed by self-operating (autonomous) crawler inspection devices. These devices are capable of completing inspections 75% faster than traditional methods, with minimal disruption to traffic operations, reducing costs for labor and project completion time. RedZone is the only company that can provide this service since they have proprietary rights to the self-operating scanning equipment. Based on the pilot project conducted in St. Petersburg and completed in 2018, RedZone has successfully demonstrated that their condition assessment scan can be used to provide a long-term strategy to address needed repairs and upgrades.

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

[Signature]
Department Director

[Signature]
Administrator/Chief

Louis Moore, Director
Procurement & Supply Management

Date 06-12-2019

Date 06/13/19

Date 6/16/19

Rev (1/11), (6/15)
RESOLUTION NO. 2019-____

A RESOLUTION DECLARING REDZONE CORPORATION TO BE A SOLE SOURCE SUPPLIER OF AUTONOMOUS CRAWLER DEVICES TO SCAN THE CITY’S WASTEWATER COLLECTION SYSTEM FOR THE WATER RESOURCES DEPARTMENT; ACCEPTING THE PROPOSAL AND APPROVING THE PURCHASE OF AUTONOMOUS CRAWLER DEVICES TO SCAN THE CITY’S WASTEWATER COLLECTION SYSTEM FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $600,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, per the requirements of Consent Order: 16-1280, as amended (“Consent Order”), the City is mandated to inspect all 4,688,640 linear feet of gravity sewer pipe to identify strengths and weaknesses over the next five year period; and

WHEREAS, autonomous crawler devices inserted into the gravity sewer mains to electronically scan and inspect the City’s wastewater collection system with a 75% faster pipe inspection rate are desired to complete this project within the required Consent Order period; and

WHEREAS, the data received will be used to prioritize rehabilitation and replacement locations and upload to the Water Resources asset management software as a record of pipe assessment; and

WHEREAS, a sole source purchase is recommended because RedZone Robotics, Inc. has been found through investigation by the Water Resources Department and the Procurement and Supply Management Department to be the only provider of sanitary sewer inspection services performed by self-operating crawler inspection devices; and

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

WHEREAS, the Procurement & Supply Management Department in cooperation with the Water Resources Department recommends approval of the award to RedZone Robotics, Inc. as a sole source supplier; and

WHEREAS, the Mayor or his designee has prepared a written statement to the City Council certifying the condition and circumstances for the sole source purchase.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that RedZone Robotics, Inc. is declared a sole source supplier of autonomous crawler devices to scan the City’s Wastewater Collection System for the Water Resources Department.
BE IT FURTHER RESOLVED that the proposal is accepted and the purchase of autonomous crawler devices to scan the City's wastewater collection system for the Water Resources Department at a total cost not to exceed $600,000 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 by:

Legal Department
By: (City Attorney or Designee)

00456447
## General Authorization

### Request # 28392

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<th>Name</th>
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<tr>
<td>Enge, Donald Robert</td>
<td>24-JUN-2019</td>
<td>APPROVED</td>
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### Authorization Request

**Subject:** 962-92 Autonomous Sewer Line Scanning

**Message:** Submitted for your approval, please find attached Consent Write-up for 962-92 Autonomous Sewer Line Scanning, scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

**Supporting Documentation:** 962-92 Autonomous Sewer Line Scanning, July 11, 2019 - Consent Write-up (Approval Request).pdf

### Approver Log

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<tr>
<th>Approver</th>
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<tr>
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<td>24-JUN-2019</td>
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<tr>
<td>1 McKee, Stacey Pevzner</td>
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<td>24-JUN-2019</td>
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<td>25-JUN-2019</td>
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ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of July 11, 2019

TO: The Honorable Charles Gerdes, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-03-GFY/W(C) ("Task Order") to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and George F. Young, Inc. ("A/E") for A/E to provide project management, data collection and on-site investigation, design criteria package, bid package support, shortlist review, and contract negotiations assistance for the NEWRF Pre-Stressed Concrete Cylinder Pipe (PCCP) Replacement Phase III Project in an amount not to exceed $157,110.18 (ECID Project No. 19069-111; Oracle No. 16904); and providing an effective date.

EXPLANATION: The City has approximately 7,000LF of 36-inch Pre-stressed Concrete Cylinder Pipe (PCCP) installed in the 1950s located at 77th and 78th Avenue North from 16th Street North to 1st Street North. The existing 36-inch PCCP requires replacement due to age and an increased risk for failure.

On December 13, 2016, City Council approved an A/E Agreement between the City of St. Petersburg and Reiss Engineering, Inc. ("A/E") for Potable Water, Wastewater, and Reclaimed Water Projects.

The A/E will prepare a Design Criteria Package ("DCP") which will outline the new pipeline route, identify materials for construction, present an opinion of construction cost and identify permitting requirements. The City will use the DCP to prepare an RFQ ("Request for Qualifications") package to select a Design Build team to complete the design and construction of the replacement pipe.

Task Order No. 16-03-GFY/W(C) in the amount of $157,110.18 will provide funding for project management, data collection and on-site investigation, design criteria package, scope of services development, selection committee assistance, contract negotiation assistance for replacing 7,000LF of 36-inch PCCP on 77th/78th Avenue North from 16th Street North to 1st Street North.

Task Order No. 16-03-GFY/W(C) includes the following phases and associated lump sum costs respectively:

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<tr>
<th>Description</th>
<th>Amount</th>
<th>Note</th>
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<tr>
<td>Project Management</td>
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<td>Data Collection and On-Site Investigation</td>
<td>$63,630.94</td>
<td>(New)</td>
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<tr>
<td>Project Design Meetings</td>
<td>$8,592.49</td>
<td>(New)</td>
</tr>
<tr>
<td>Design Criteria Package</td>
<td>$22,438.10</td>
<td>(New)</td>
</tr>
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<td>Scope of Services Development</td>
<td>$18,785.92</td>
<td>(New)</td>
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<td>Contract Negotiation Assistance</td>
<td>$12,827.41</td>
<td>(New)</td>
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<td>Allowance</td>
<td>$15,000.00</td>
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</tr>
<tr>
<td><strong>A/E Total</strong></td>
<td>$157,110.18</td>
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Contractor costs for the improvements will be provided to Council as a separate Agreement for approval.

**RECOMMENDATION:** Administration recommends approving Task Order No. 16-03-GFY/W(C) ("Task Order") to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and George F. Young, Inc. ("A/E") for A/E to provide project management, data collection and on-site investigation, design criteria package, bid package support, shortlist review, and contract negotiations assistance for the NEWRF Pre-Stressed Concrete Cylinder Pipe (PCCP) Replacement Phase III Project in an amount not to exceed $157,110.18 (ECID Project No. 19069-111; Oracle No. 16904); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) REC NE PCCP Repl Ph 4 FY19 Project (16904).

**ATTACHMENTS:**
- Resolution
- Task Order No. 16-03-GFY/W(C)
- Map

**APPROVALS:**
- [Signature] Administrative
- [Signature] Budget
RESOLUTION 2019-_______

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-03-GFY/W(C) ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 13, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GEORGE F. YOUNG, INC. ("A/E") FOR A/E TO PROVIDE PROJECT MANAGEMENT, DATA COLLECTION AND ON-SITE INVESTIGATION, DESIGN CRITERIA PACKAGE, BID PACKAGE SUPPORT, SHORTLIST REVIEW, AND CONTRACT NEGOTIATIONS ASSISTANCE FOR THE NEWRF PRE-STRESSED CONCRETE CYLINDER PIPE (PCCP) REPLACEMENT PHASE III PROJECT IN AN AMOUNT NOT TO EXCEED $157,110.18 (ECID PROJECT NO. 19069-111; ORACLE NO. 16904); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and George F. Young, Inc. ("A/E") entered into an architect/engineering agreement on December 13, 2016 for A/E to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No. 16-03-GFY/W(C) for A/E to provide professional engineering services including project management, data collection and on-site investigation, design criteria package, bid package support, shortlist review, and contract negotiations assistance for the NEWRF Pre-Stressed Concrete Cylinder Pipe (PCCP) Replacement Phase III Project in an amount not to exceed $157,110.18.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-03-GFY/W(C) ("Task Order") to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and George F. Young, Inc. ("A/E") for A/E to provide project management, data collection and on-site investigation, design criteria package, bid package support, shortlist review, and contract negotiations assistance for the NEWRF Pre-Stressed Concrete Cylinder Pipe (PCCP) Replacement Phase III Project in an amount not to exceed $157,110.18.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00455987

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 Charles Gerdes, Chair, and City Councilmembers

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

RE: Consultant Selection Information
    Firm: George F. Young, Inc.
    Task Order No. 16-03-GFY/W(C) in the amount of $157,110.18

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 development of a design criteria package and assistance during the selection process for a design build firm/team to replace a segment of pressure pipe.

   George F. Young, Inc. has satisfactorily completed similar work involving the design and replacement of pressure pipe systems and is familiar with the City Standards.

   George F. Young, Inc. has significant experience in the design, permitting and construction phase activities of for pressure pipe systems.

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

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

Transaction Report
for
George F. Young, Inc.
Miscellaneous Professional Services for Potable Water, Wastewater and Reclaimed Water Projects
A/E Agreement Effective - December 13, 2016
A/E Agreement Expiration - November 2, 2020

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<th>Project Title</th>
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<td>Pending</td>
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</table>

Total: 318,200.01
TASK ORDER NO. 16-03 GFY/W(C)
NEWRF PCCP REPLACEMENT PHASE 4
POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 19069-111

This Task Order No. 16-03 GFY/W(C) is made and entered into this ____ day of ______________, 201___, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated December 13, 2016 ("Agreement") between George F. Young, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City has approximately 7,000LF of 36" Pre-stressed Concrete Cylinder Pipe (PCCP) installed in the 1950s that requires replacement prior to failure from transient pressures. Currently the 36" reclaimed water pipeline resides on 77th/78th Avenue North from 16th Street North to 1st Street North. The new 36" pipeline route will be located on City rights-of-way, south of an existing water canal. Approximately 1,000 LF (out of the 7,000 LF) will be located in the road on 78th Avenue North from 4th Street North to 1st Street North. The A/E will prepare a design criteria package to be used in selecting a design build firm. The A/E will support the City in preparing a two-step qualification process. Step 1: qualification process of selecting design-build teams with the experience designing and constructing pipelines of diameters 48 inches and larger in an urban environment. Step 2: Provide design criteria package for the Step 1 shortlisted Design-Build Teams to provide a Fixed Priced Bid for Selection.

II. SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

A/E will provide overall project management and coordination for up to fifteen (15) months to include conducting a kickoff meeting, directing technical staff and subconsultants, coordinating with City staff and supporting design criteria package production.

A/E will prepare and maintain project schedule, organize and conduct a kick-off meeting, monthly reporting, and project coordination.

TASK 2 – DATA COLLECTION AND ON-SITE INVESTIGATION

The A/E will perform on-site investigations along the alignment and collect the data necessary to allow for preparation of the design criteria package of the proposed 36" reclaimed water pipeline along 77th/78th Avenue North. The design will be developed in close coordination with City staff.

• Data collection and review will include:
o Property boundary surveys and/or topographic or special purpose surveys conducted for City easements and properties in the areas of the existing 36” PCCP reclaimed water pipeline as well as the areas being considered for the new replacement pipeline alignment.

o All plans that are available for the existing facilities located along the alignment.

o Any existing geotechnical investigations that have been conducted for City facilities along the alignment.

o All other available utility information for the properties on which the new reclaim pipeline will be constructed.

o Hydraulic model information from the City’s reclaimed water distribution model required to size the pipeline with growth accounted for out to 2060.

- The A/E will provide on-site investigation of the existing conditions that affect the proposed alignment and existing utilities that may require relocation will be conducted using any information collected and reviewed above. On-site investigations will include verification of existing plans, or when plans are unavailable and information is needed for the preliminary design, field measurements will be taken.

- The A/E shall collect topographic survey of 77th/78th Avenue North from the centerline of road to the apparent north right of way or top of the bank of the canal from 16th Street North to 1st Street North.

- The A/E shall define a scope of work to contract with a geotechnical engineer. Geotechnical subconsultant will collect borings at 500 FT intervals and prepare a geotechnical report based on findings.

**TASK 3 – PROJECT DESIGN MEETINGS**

The A/E will attend and prepare agenda and meeting notes for the following:

- Kick-off meeting.
- Draft Design Criteria Package Technical Review committee meeting.
- Final Design Criteria Package Review Committee Meeting.
- Step 1 Bid Package Meeting with procurement and contract administration prior to bid.
- Step 2 Bid Package Meeting with Procurement and contract administration prior to bid.
- Step 2 Award Meeting.

**TASK 4 – DESIGN CRITERIA Package**

The A/E will furnish sufficient information to allow design-build firms to prepare a bid or a response to the City’s request for proposal or enter into a negotiated design-build contract. The design criteria package will specify performance based criteria for the construction of a 36” reclaimed pipeline, which includes survey of the proposed alignment, geotechnical borings providing subsurface geological conditions, material quality standards, schematic
layout and conceptual design criteria of the proposed project. Construction schedules, "hard" construction budget ceilings, site restoration and permit requirements will be identified, and other City standards will be provided.

- **Draft Design Criteria Package will include:**
  
  - Evaluation of the material type and appurtenances.
  - Proposed routing of the relocated reclaim piping, taking into consideration the existing piping in the area. Review of the existing utility information provided by the City and a preliminary "walk-through" evaluation of areas will be conducted to aid in proposed routing that minimizes any impacts.
  - Identification of permitting requirements (no other permitting activities are included in this scope).
  - Prepare a Class V Engineer's Opinion of Probable Construction Cost (EOPCC) for the new reclaim pipeline.
  - Prepare a conceptual design (plan alignment of proposed route) and construction schedule for the project.
  - Prepare a preliminary list of detailed design specifications. Construction methods will not be specified. No services except for fire hydrants existing or the reclaimed pipeline are to be replaced.
  - A/E will utilize A/E's CAD standards for any drawings prepared.

- The A/E will prepare consolidated response to all comments received from technical review committee in letter format.

- The Final Design Criteria Package will include:
  
  - Incorporate comments from technical design review workshop and produce final package.
  - Update EOPCC based on recommended changes and input from technical review committee.

**TASK 6 – STEP 1 BID PACKAGE SUPPORT**

The A/E will assist City staff with preparing Step 1 request for qualifications outlining the minimum qualifications for the design-build team that will specify the number of similar projects performed in an agreed upon recent time period, construction and design team staff resumes, prior experience working together as a design-build team, experience with design-build delivery, large diameter pipeline projects, projects completed with a similar budget range, and client references.

**TASK 6 – STEP 2 BID PACKAGE SUPPORT/AWARD REVIEW**

The A/E will furnish sufficient information to allow the shortlisted design-build firms to prepare a bid or a response to the City's request for proposal or enter into a negotiated
price based on their proposed technical approach and price. Assist city with publishing Step 2 package and review proposals for award.

III. SCHEDULE

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

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<th>Number of Days from NTP</th>
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<tr>
<td>Task 2 – Data Collection includes On-Site Investigation</td>
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<tr>
<td>Task 3 – Project Design Meetings</td>
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<td>Task 4 – Design Criteria Package</td>
<td>90</td>
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<td>Task 5 – Step 1 Bid Package Support</td>
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<tr>
<td>Task 6 – Step 2 Bid Package Support/Award Review</td>
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IV. A/E’S RESPONSIBILITIES

A/E will perform the tasks outlined above according to the schedule in Section III.

V. CITY’S RESPONSIBILITIES

Provide existing hydraulic modeling results for reclaimed pipeline specifying proposed minimum inside diameter requirements and anticipated peak pressures.

VI. DELIVERABLES

Task 1 – Project schedule (PDF, electronically) and agenda and meeting notes in (Word, electronically).


Task 3 – Agenda and meeting notes (Word, electronically).

Task 4 – Draft design criteria package with engineer’s opinion of probable construction cost (Word, PDF, electronically), response to comments letter (email) and final design criteria package with engineer’s opinion of probable construction cost (PDF, electronically).

Task 5 – Step 1 Bid Package (Word, PDF, electronically).

Task 6 – Step 2 Bid Package (Word, PDF, electronically) and attendance at award meeting scheduled by the City.
VII. A/E'S COMPENSATION

For Tasks 1 through 6, the City shall compensate the A/E the lump sum amount of $142,110.18.

This Task Order establishes an Allowance in the amount of $15,000.00 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is $157,110.18, per Appendix A.

VIII. PROJECT TEAM

George F. Young, Inc.

Subconsultant - Arehna Engineering, Inc. (Task 2)

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

(SFAI)

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: __________________________

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

By: ____________________________
    City Attorney (Designee)

George F. Young, Inc.
(Company Name)

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

Date: 24 April 2019

WITNESSES:

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

By: ____________________________
    (Signature)
    (Printed Name)

By: ____________________________
    (Signature)
    (Printed Name)
## APPENDIX A

**Work Task Breakdown**

City of St. Petersburg

NEWRF PCCP Replacement Phase 4

19069-111

### I. Manpower Estimate: All Tasks

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<th>Direct Labor Rates Classifications</th>
<th>Project Manager</th>
<th>Principal Engineer</th>
<th>Engineer III</th>
<th>Principal Ecologist</th>
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**TASK**

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<th>Project Design Meetings</th>
<th>Design Criteria Package</th>
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**Totals**

|                  | 123 | 15 | 175 | 0 | 162 | 0 | 0 | 130 |

**Total Hours**

$ \text{Labor Cost} = \sum (\text{Total Hours} \times \text{Labor Rates})$

### II. Fee Calculation

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<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>Subconsultant Services</th>
<th>Mark-up on Subconsultant Services</th>
<th>Total Cost Without Allowance</th>
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### III. Fee Limit

- **Jump Sum Cost**: $142,110.18
- **Allowance**: $15,000.00
- **Total**: $157,110.18

### IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for: reproduction costs, mileage.
3. Includes 5 percent markup of SUBCONSULTANT (per contract). Only geotech fee ($10,975) includes mark up.
4. Allowance to be used only upon City's written authorization.
The following page(s) contain the backup material for Agenda Item: Approving a vacation of 2nd Avenue Northeast right-of-way from the east boundary of Bayshore Drive Northeast to the main ship channel of Tampa Bay; setting forth conditions for the vacation to become effective; and providing an effective date. (City File No.: 19-33000002)
Please scroll down to view the backup material.
SAINT PETERSBURG CITY COUNCIL
Meeting of July 11, 2019

TO: The Honorable Charles Gerdes Chair, and Members of City Council

SUBJECT: Ordinance approving a vacation of 2nd Avenue Northeast right-of-way from the east boundary of Bayshore Drive Northeast to the main ship channel of Tampa Bay. (City File No.: 19-33000002)

RECOMMENDATION: The Administration recommends APPROVAL.

RECOMMENDED CITY COUNCIL ACTION:
1) Conduct the first reading of the attached proposed ordinance; and
2) Set the second reading and public hearing for July 18, 2019.

The Request: The request is to vacate a portion of 2nd Avenue Northeast right-of-way from the east boundary of Bayshore Drive Northeast to the main ship channel of Tampa Bay

Discussion: As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-way is consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plans.

The applicant’s goal is to vacate the right-of-way which effectively divides the Pier District to streamline operations, activities and security, see attached location map and exhibits. The vacation will improve efficiency of operating and maintaining the Pier District by making all areas of the Pier subject to uniform rules and procedures thereby eliminating unnecessary and duplicative procedures while also allowing permanent structures in the vacated right-of-way.

Agency Review: The application was routed to the standard list of City Departments and private utility providers. The City’s Water Resources Department, TECO Peoples Gas, Frontier Communications and Duke Energy indicated that they would need easements in the area of the vacated right-of-way. No response was received from Bright House (Spectrum/Charter Communications). A condition of approval has been added to address these concerns.

DRC Action: Requests for vacating of right-of-way are scheduled for public hearing before the Development Review Commission, and the DRC provides recommendations regarding such applications.
On April 3, 2019, the Development Review Commission (DRC) held a public hearing on the subject application. Seven people spoke in opposition to the request with concerns about new parking locations and whether the new parking spaces would be specifically reserved for Marina residents. The DRC voted 6-1 to recommend denial of the proposed vacation. Concerns expressed by the DRC regarded the timing of the vacation request and provision of parking for the Marina.

In response to concerns regarding the Marina parking, staff notes that the vacation of the right-of-way in no way affects the current or proposed parking at the Pier. Administration will address parking directly with Marina tenants. Given the criteria under 16.40.140.2.1.E., it is inappropriate to condition the vacation of the right-of-way on any issues associated with the Marina, because the vacation does not have any bearing on access to or parking at the Marina.

**Public Comments:**  Prior to the DRC hearing, an email was received from William Hermann with concerns about the financial viability of the Marina, and a letter was received from Mr. Hermann the day before the hearing and distributed to the DRC on the day of the hearing. Since the DRC hearing Mr. Hermann has contacted staff with a request for a commitment to parking spaces for the Marina tenants.

After the DRC hearing, staff received a call from a representative of the Waterfront Parks Foundation expressing concerns regarding potential uses and heights within the vacated right-of-way. A special condition of approval has been added to address their concerns, requiring the rezoning of all portions of the over-land section of the vacated right-of-way currently zoned DC-3 to DC-P (Downtown Center - Park), see attached exhibit showing the area in question.

**RECOMMENDATION:**
The Administration recommends APPROVAL of the street right-of-way vacation, subject to the following conditions:

1. Prior to recording the vacation ordinance, the applicant shall grant a specific easement to TECO Peoples Gas, Frontier Communications, Bright House and Duke Energy or obtain a letter of no objection from these utility providers.

2. As required by City Code Section 16.70.050.1.1 F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

3. Prior to recording of the vacation ordinance, the applicant shall file an application to rezone all vacated street right-of-way westerly of the waterline to Downtown Center - Parks (DC-P).

Attachments: Location Map, Exhibits, DRC Report, Ordinance with Exhibit "A"
Zoning Designations

Area to be rezoned DC-P

Area to remain DC-3
Area to be zoned DC-P

- Playground
- Splashpad
- Tilted Lawn
- Marketplace
- Pedestrian Pathway

st.petersburg
www.stpeta.org
ORDINANCE NO. _____

AN ORDINANCE APPROVING A VACATION OF 2ND AVENUE NORTHEAST RIGHT-OF-WAY FROM THE EAST BOUNDARY OF BAYSHORE DRIVE NORTHEAST TO THE MAINSHIP CHANNEL OF TAMPA BAY; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following right-of-way is hereby vacated as recommended by the Administration. (City File No. 19-33000002):

Attached Sketch and Legal Description - Exhibit "A" – 1 page.

Section 2. The above-mentioned right-of-way is not needed for public use or travel.

Section 3. The vacation is subject to and conditional upon the following:

1. Prior to recording the vacation ordinance, the applicant shall grant a specific easement to TECO Peoples Gas, Frontier Communications, Bright House and Duke Energy or obtain a letter of no objection from these utility providers.

2. As required by City Code Section 16.70.050.1.1 F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

3. Prior to recording of the vacation ordinance, the applicant shall file an application to rezone all vacated street right-of-way westerly of the waterline to Downtown Center – Parks (DC-P).

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

LEGAL:

[Signature]

PLANNING & DEVELOPMENT SERVICES DEPARTMENT:

[Signature]
Description and Sketch
(NOT A SURVEY)

DESCRIPTION:
A portion of 2nd Avenue Northeast (4th Avenue North per the REVISED MAP OF THE CITY OF ST. PETERSBURG as recorded in PLAT BOOK 01, PAGE 49 of the Public Records of Hillsborough County, Florida. Being more particularly described as follows:

COMMENCE at the northeast corner of Lot 1, Block 1, REPLAT OF STRAUB PARK as recorded in PLAT BOOK 107, PAGE 36, of the Public Records of Pinellas County, Florida; thence easterly along the southerly right-of-way line of said 2nd Avenue Northeast to the intersection of the easterly right-of-way line of Bayshore Drive Northeast for a POINT OF BEGINNING; thence continue along said southerly right-of-way line to the main ship channel of Tampa Bay, which is described in the 'Limits of the City of St. Petersburg as established by State Legislature 1903 (Section 2 Chapter 5361 PG. 536 ACTS of 1903); thence northerly along said main ship channel to the northerly right-of-way line of 2nd Avenue Northeast; thence westerly along said northerly right-of-way line being parallel with and 100 feet from said southerly right-of-way line to the intersection with the easterly right-of-way line of Bayshore Drive Northeast; thence southerly to the POINT OF BEGINNING.

Surveyor's Notes:
1. Bearings are based on the southerly right-of-way line of 2nd Avenue Northeast (4th Avenue North per Plat Book H1, Page 49 of the Hillsborough County Public Records) being assumed east.
2. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom from encumbrances.
3. This Description and Sketch was prepared without the benefit of an abstract of title or boundary survey and may be subject to easements, restrictions, rights-of-way and other matters of record.
4. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Timothy R. Gillies
Professional Surveyor and Mapper
Florida Registration Number 6682

3/14/2019

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DATE: DEC 05, 2018
SHEET No.: 1 OF 1
VACATION OF RIGHT-OF-WAY
PUBLIC HEARING

According to Planning & Development Services Department records, no Commission member
resides or has a place of business within 2,000 feet of the subject property. All other possible
conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW
SERVICES DIVISION, PLANNING & DEVELOPMENT SERVICES DEPARTMENT, for Public
Hearing and Executive Action on April 3, 2019 at 2:00 P.M. in Council Chambers, City Hall, 175
Fifth Street North, St. Petersburg, Florida.

CASE NO.: 19-33000002 PLAT SHEET: D-2, D-4

REQUEST: Approval of a vacation of 2nd Avenue Northeast right-of-way from
the east Boundary of Bayshore Drive Northeast to the main ship
channel of Tampa Bay.

OWNER: City of St. Petersburg
c/o Real Estate and Property Management
P.O. Box 2842
Saint Petersburg, Florida 33731

AGENT: Chris Ballestra
City of St. Petersburg
P.O. Box 2842
Saint Petersburg, Florida 33731

ADDRESSES AND PARCEL ID NOS.: 335 2nd Avenue Northeast; 19-31-17-74466-000-0030
800 2nd Avenue Northeast; 20-31-17-00000-240-0100
300 2nd Avenue Northeast; 19-31-17-74466-000-0041

LEGAL DESCRIPTION: On File and see Attachment “A” for Right-of-Way to be Vacated

ZONING: Downtown Center (DC-3 and DC-P)
DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate 2nd Avenue Northeast right-of-way from the east Boundary of Bayshore Drive Northeast to the main ship channel of Tampa Bay. This proposed area of vacation is partially within the limits of the St. Pete Pier™ (Pier) which is currently under construction.

The area of the right-of-way proposed for vacation is depicted on the attached maps (Attachments A, B and C) and Description and Sketch (Exhibit “A”).

The applicant’s goal is to vacate the right-of-way to streamline operations, activities and security in the area of the vacated right-of-way. This will allow permanent structures in the vacated right-of-way, and allow integrated management of the area being vacated.

The three subject parcels consist of a portion of two water lots, Water Lot 3 and Water Lot 4 of the Revised Map of St. Petersburg as recorded in Plat Book 1, Page 49 of the public records of Hillsborough County (of which Pinellas County was then a part). If 2nd Avenue Northeast from Bayshore Boulevard Northeast to the main ship channel (which is the eastern city limit) is vacated then the two Water Lots will adjoin.

There are three parcels owned by the City of St. Petersburg on which portions of the City’s new Pier will be located. 2nd Avenue Northeast is located between the northern and southern parcels; the eastern parcel consists partially of the right-of-way to be vacated and partially of platted Water Lots 3 and 4 (Exhibit D), this eastern parcel exists for taxation purposes. When vacated the right-of-way area would go to the abutting Water Lots 3 and 4.

Access will be provided to the Pier from Bayshore Drive Northeast, with a pedestrian access through an entrance plaza roughly located at 2nd Avenue Northeast and Bayshore Drive Northeast, and vehicular access south of this right-of-way proposed for vacation, see the current Pier plan (Attachment E).

Analysis. Staff’s review of a vacation application is guided by:
   A. The City’s Land Development Regulations (LDR’s);
   B. The City’s Comprehensive Plan; and
   C. Any adopted neighborhood or special area plans.

Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public right-of-way. In this case, the material submitted by the applicant (Attachment F) does provide background or analysis supporting a conclusion that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations
   Section 16.40.140.2.1E of the LDR’s contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.
1. *Easements for public utilities including stormwater drainage and pedestrian easements may be retained or required to be dedicated as requested by the various departments or utility companies.*

The application was routed to the standard list of City Departments and private utility providers. The City's Water Resources Department, TECO Peoples Gas, Frontier Communications and Duke Energy indicated that they would need easements in the area of the vacated right-of-way. No response was received from Bright House (Spectrum/Charter Communications).

As the abutting parcels are owned by the City and the right of way to be vacated would be owned by the City once vacated, the City could not grant an easement to the City's Water Resources Department, as the City cannot effectively grant an easement to itself and these City facilities would be allowed as required on City owned land.

2. *The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.*

The vacation will not deny access to any lot of record.

3. *The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.*

The vacation of the portion of 2nd Avenue Northeast will not create a dead-end right-of-way, substantially alter utilized travel patterns, or undermine the integrity of the historic plat. Access to the waterfront will be through the Pier.

4. *The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.*

Based on the comments received there will be a need for private or special purpose utility easements for specific providers to serve the Pier, see Condition 1. There is no future need for the right-of-way for public vehicular or pedestrian access as that access is through the Pier.

5. *The POD, Development Review Commission, and City Council shall also consider any other factors affecting the public health, safety, or welfare.*

No other factors have been raised for consideration.

**B. Comprehensive Plan**

Coastal Management Element Objective 1.7 states: "Vehicle traffic, aside from maintenance vehicles, shall not be permitted on public waterfront property, except where access is provided."
The vacation of this portion of right-of-way is consistent with this objective and will ensure that vehicle access will be limited to the areas where access is specifically provided and necessary on the Pier.

Coastal Management Element Policy 7.3 states: "Development of waterfront locations shall give preference to uses which service and provide access to the public."
The vacation of this portion of right-of-way is consistent with the policy to support uses which provide access to the public.

Coastal Management Element Policy 7.5 states, "The City shall require the retention of public right-of-way adjacent to the waterfront in the platting and replatting of land unless comparable waterfront access is provided."

While this vacation of right-of-way does not require a re-plat, this is publicly owned land and will continue to provide access to the waterfront through the activities and programming of the publicly accessed Pier. The Pier as included in the adopted Downtown Waterfront Master Plan is one element of the preserved and enhanced open space which is desired along the City's waterfront and provides enhanced access to the waterfront.

C. Adopted Neighborhood or Special Area Plans

The subject area is adjacent to the Downtown Neighborhood Association and Downtown Residents Civic Association boundaries. There are no neighborhood plans which affect vacation of right-of-way in this area of the City.

The subject area is within the Intown Redevelopment Area and an element of the adopted Downtown Waterfront Master Plan. The Intown Redevelopment Plan's objective for the Downtown Waterfront Area entails the continued revitalization of the waterfront parks and the Pier area and focuses on development of specialty retail, parking, cultural and recreational facilities. The vacation of this portion of 2nd Avenue Northeast will enhance the opportunity for development of specialty retail, parking, educational, cultural and recreational facilities in support of the Intown Redevelopment Plan. The vacation of right-of-way is consistent with the goals for the Pier District in the Downtown Waterfront Master Plan, including but not limited to enhanced pedestrian access.

Comments from Agencies and the Public
The application was routed to the standard list of City Departments and private utility providers. The City's Water Resources Department, TECO Peoples Gas, Frontier Communications and Duke Energy indicated that they would need easements in the area of the vacated right-of-way. No response was received from Bright House (Spectrum/Charter Communications).

No calls from the public were received in response to the posted and mailed public notices. An email was received from William Hermann with concerns about the financial viability of the Marina if this portion of 2nd Avenue Northeast is vacated (Attachment G).
RECOMMENDATION. Staff recommends APPROVAL of the proposed street right-of-way vacation. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. Prior to recording the vacation ordinance, the applicant shall grant a specific easement to TECO Peoples Gas, Frontier Communications, Bright House and Duke Energy or obtain a letter of no objection from these utility providers.

2. As required by City Code Section 16.70.050.1.1 F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the commission designated in the Decisions and Appeals Table or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one year. The vacation ordinance shall be recorded after any conditions precedent have been compiled with.

REPORT PREPARED BY:

KATHRYN A. YOUNKIN, AICP, LEED AP BD+C, Subdivision Coordinator
Development Review Services Division
Planning & Development Services Department

DATE

REPORT APPROVED BY:

JENNIFER BRYLAK, AICP, Zoning Official (POD)
Development Review Services Division
Planning and Development Services Department

DATE

Attachment A
City of St. Petersburg, Florida
Planning and Development Services
Department
Case No.: 19-33000002
Address: 300, 335, and 800 2nd Avenue
Northeast

(nts)
Attachment C – Extent of Vacation
City of St. Petersburg, Florida
Planning and Development Services Department
Case No.: 19-33000002
Address: 300, 335, and 800 2nd Avenue Northeast

(nts)
Attachment E

Pier Plan
Right-of-Way Vacation Application

Narrative

The City of St. Petersburg (Applicant) is requesting vacation of the right-of-way generally described as that portion of 2nd Ave NE that extends Eastward from its intersection with Bayshore Dr NE. The vacation of this right-of-way and appendage to the parcel generally referred to at the St. Pete Pier™ will allow the city to streamline operations, activities, and security going forward.

Currently, this portion of right-of-way divides and provides public access to three (3) city-owned parcels. The Applicant proposes that, upon vacation, public access to the combined parcels occur via a single point of entry at the intersection of 2nd Ave NE and Bayshore Dr NE.
Attachment G

Public Comment
Mr. Hermann,

Good Afternoon. The staff report for this legislative item will be ready a week before the hearing. As this is a legislative item, no opponent can register. You can however speak at the hearing on the 3rd at 2:00. Let me know if I can help further.

Jennifer C. Bryla, AICP  
Zoning Official  
Development Review Manager  
City of St. Petersburg, FL  
Planning and Development Services Department  
O: 727.892.5344 E: Jennifer.Bryla@stpete.org

From: William Herrmann <wherrmann@gmail.com>  
Sent: Wednesday, March 20, 2019 10:12 AM  
To: Corey D. Malyszka <corey.malyszka@stpete.org>; Jennifer C. Bryla <Jennifer.Bryla@stpete.org>  
Cc: Elizabeth Abernethy <elizabeth.abernethy@stpete.org>  
Subject: NE 2 Ave ROW Abandonment

Good Morning,

I have heard that the April 3, 2019 DRC agenda will include abandonment of the NE 2 Ave ROW.

This issue raises several questions. Could you advise if there is a staff report? What are the standards for abandoning a ROW? I am deeply concerned that the abandonment will adversely impact the financial viability of the marina. Is this something I can file as a registered opponent for?

If you team is not working on this, please advise who is. Should you wish to discuss this, a change in schedule has me in town.

Thank you for your assistance

Bill

William Herrmann  
130 4 Ave N #405  
St. Petersburg, FL  
954-803-6838
My name is Bill Herrmann, I reside at 130 4 Ave N, rent a slip at the marina, hold a USCG 100 Ton Master’s License and most months have more miles delivering other people's boats than driving.

I object to the format of this hearing as it is denying citizens due process. There is case law that states this is a Quasi-Judicial matter. Notably, Brevard County vs. Snyder where the court summarized it nicely stating——

Quasi-Judicial actions determines the applicability of a law, whereas legislative actions result in the formulation of general policy.

Since the matter before you today is an application of law, it should be quasi-judicial. Such a format would allow time for presentation of the reasons this right-of-way should NOT be abandoned without conditions.

I first bring to your attention that the DRC is legally obligated to reject the proposed plan as it is not ADA compliant--- Florida State Statute 553.5041 4 a) “There must be one accessible parking space in the immediate vicinity of a publicly owned or leased building”

The abandonment package before you is not ADA complaint---- AS it will result in handicapped parking be moved FROM the immediate vicinity- to a much further distance away from the marina entrance.

My second point it the “Matters for Consideration”

Point #2 states:

whether the vacation would cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record.

The staff report on this key matter is a succinct—

"it will not deny access”.

Without reasonably located dedicated parking, there are several detrimental effects on the marina. In my limited time, I will cover some of the usability and financial impairments the marina will suffer.

Some will quickly point to the Vinoy Marina as a financially viable marina with no parking. But more than ½ of the slips in that marina are controlled by one entity- Sailing Florida who uses the western half of the marina to make it look fuller. There are numerous vacancies in the eastern half. If that one tenant left the Vinoy Marina---- it would collapse financially.

To further explain why parking is so important- the average boat battery weighs between 30 pounds or more, most boats carry 3 or 4. Sails weigh 40 pound or more and are rather bulky to carry. Provisions for a week-long trip can weigh over 100 pounds.

As such the failure to provide a reasonably close dedicated marina tenant parking area will substantially impair user access to the marina and hurt its financial viability.

Therefore, we request that the ROW abandonment application as submitted not be approved.

We are requesting that the DRC mandate that no less than 50 spots in the parking lot to the north of the marina be dedicated via signage to marina tenants. This is the same number of spots being lost. Such a condition would address the parking issue—
I would counsel the DRC to investigate the matter of ADA compliance. I see a legal liability for the City if a handicapped person is injured crossing the private roadway.

Thank you for your consideration of this compromise.
The following page(s) contain the backup material for Agenda Item: Ordinance of the City of St. Petersburg, Florida amending Section 21-86 of the City Code of Ordinances; renaming the walking trail at Booker Creek Park in honor of Phil Whysong.
Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of July 11, 2019

TO: The Honorable Chair, Charlie Gerdes, and Members of City Council

FROM: Michael Dema, Managing Assistant City Attorney

RE: First Reading of Proposed Ordinance Amending Section 21-86 of the City Code of Ordinances to rename the walking trail at Booker Creek Park in honor of Phil Whysong.

Mr. Philip (“Phil”) Whysong was a past-president of the North Kenwood Neighborhood Association who was instrumental in leading efforts to improve the neighborhood and its vicinity. Paramount to those efforts was the transformation of Booker Creek Park. Starting in 2004, the Booker Creek Park Improvement Project, with a budget of $606,000 coming from sources, inter alia, including Penny for Pinellas, a Florida Recreation Development Assistance Program grant, Neighborhood Partnership Program grants, and a matching donation from Edward White Hospital, led to the construction of a 2,900 ft. linear walking trail around the lake, two wooden bridges and a fishing pier with gazebo, dock, and boardwalk, four picnic shelters, security lighting, landscaping, and parking. In honor of Mr. Whysong, the walking trail that circles the lake at Booker Creek Park is being renamed the “Phil Whysong Trail” and codified as such in Section 21-86 of the City Code.

RECOMMENDATION: Approve the attached ordinance at first reading and set the public hearing for July 18, 2019.

_________________________________  __________________________________________
Legal Administration
WHEREAS, Mr. Phillip (“Phil”) Whysong, originally of Englewood, Indiana, served his country and community throughout his life, including as a veteran of the U.S. Army in the Vietnam War; and

WHEREAS, upon his moving to St. Petersburg, Mr. Whysong became a tireless advocate seeking improvements to the North Kenwood Neighborhood and its vicinity; and

WHEREAS, Mr. Whysong was the President of the North Kenwood Neighborhood Association from 2000-2006, and remained on the Board until 2008, in addition to serving on the Board of Edward White Hospital from 2003 to 2010; and

WHEREAS, Mr. Whysong was instrumental in leading the effort to transform Booker Creek Park (the “Park”), a Charter-protected park, into the City-wide asset it is today; and

WHEREAS, starting in 2004, the Booker Creek Park Improvement Project, with a budget of $606,000 coming from sources, *inter alia*, including Penny for Pinellas, a Florida Recreation Development Assistance Program grant, Neighborhood Partnership Program grants, and a matching donation from Edward White Hospital, led to the construction of a 2,900 ft. linear walking trail around the lake, two wooden bridges and a fishing pier with gazebo, dock, and boardwalk, four picnic shelters, security lighting, landscaping, and parking; and

WHEREAS, in honor of Mr. Whysong’s leadership for the Park and North Kenwood, the City of St. Petersburg desires to rename the walking trail that circles the lake at the Park to be the Phil Whysong Trail.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

**Section 1.** The St. Petersburg City Code is hereby amended to create a new subsection 21-86(12), to read as follows:

(12) The walking trail at Booker Creek Park located at 2300 13th Avenue North is named the “Phil Whysong Trail.”
Section 2. Words that are struck through shall be deleted from the existing City Code and words that are underlined shall be added to the existing City Code. Provisions not specifically amended shall continue in full force and effect.

Section 3. The provisions of this ordinance shall be deemed to be severable. If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance. The effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

Section 4. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5th) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the Ordinance, in which case the Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

APPROVED AS TO FORM AND CONTENT:

__________________________________________
City Attorney (designee)
00455207.docx
ST. PETERSBURG CITY COUNCIL
BUDGET, FINANCE & TAXATION COMMITTEE REPORT

Meeting of June 13, 2019

Present: Ed Montanari, Chair, Charlie Gerdes, Vice Chair, Amy Foster, Darden Rice (alternate)
Absent: Gina Driscoll
Also: Chief Assistant City Attorney, Jeannine Williams; Assistant City Administrator, Tom Greene; Housing and Community Development Director, Joshua Johnson; Housing Development Coordinator, Lynn Farr; City Auditor, Boriana Pollard; Senior Deputy City Clerk, Cathy Davis; City Council Legislative Aide, Kewa Wright

Draft Consolidated Plan and Proposed Budget. Approval of Draft for Publication and Comment

Mr. Joshua Johnson, Director of Housing and Community Development, addressed the committee requesting to publish the City’s draft FY19/20 Annual Action Plan in order to meet the 30-day requirement to provide notice to the public. Once approved by the committee, a public hearing will be held on August 1, 2019 to approve the recommended annual plan and budget. Mr. Johnson explained that FY19/20 will be the fourth year of the implementation of the City’s five-year Consolidated Plan and stated some of the priority needs for the five-year period. On May 17, 2019, the Consolidated Plan Review Committee reviewed the applications that were submitted, and the budget attached to the Annual Action Plan represents what the committee is recommending that agencies receive.

Following Mr. Johnson’s presentation, there was some discussion from the committee requesting staff to insert tables within certain areas of the Action Plan (i.e. in the detail summary of actual past performance and in the summary of objectives and outcomes) for better clarity and understanding for those applying for funding. In addition, there was some discussion on amending and/or deleting certain language in the draft Annual Action Plan. For instance, in the Public Housing section of the Action Plan, it was suggested that language be amended to reflect the concerns of transparency and accountability within the St. Petersburg Housing Authority and include the corrective actions the City is taking to resolve those issues.

CM Gerdes made a motion to approve the resolution on the condition that the changes discussed be incorporated into the report before it is published. All were in favor of the motion.

LA Consulting - FY19 Management Evaluation Update

Mr. Harry Lorick, PE, PWLF of LA Consulting presented the committee with a draft final report for the management evaluation of the Sanitation Department. The report includes an executive summary, baseline, findings and initial recommendations. The consultant is requesting that the committee provide feedback and/or input by July 10th (as agreed by the committee to extend the deadline) with their questions and comments submitted via email to LA Consulting.

Exhibit 1 (attached) lists all 48 recommendations made by LA Consulting for individual members of the committee to review and provide any comments to the consultant. The specifics for each are outlined in Section 4 of the final report. The consultant stated that if not adopted and implemented, these recommendations will represent a critically missed opportunity for an enhanced and improved working environment, cost savings, as well as future improvement for the City.
The consultant noted that full implementation of these recommendations would result in considerable positive impact in the effectiveness of the expenditure of public dollars, in the efficiency of work performed, and would also create a positive attitude among staff through increased involvement, greater transparency of decision making, and allowing employees to better understand actions taken.

The meeting adjourned at 9:34 am.
4.1 General Recommendations

The five (5) General recommendations are overarching and should be applied to the entire organization. These recommendations address the decentralization of decision making and the utilization of employee teams in several key implementation efforts and improvement opportunities.

The purpose of these recommendations is to improve the Sanitation Department’s resources overall which could not only provide positive change in systems and the improvement of individual groups, but the entire organization. This specific group recommendations include:

4.1.1 Establish employee teams to review the various improvement opportunities. Utilize and rotate teams on an annual basis to assist in the review of work methods, quality control procedures, equipment needs, as well as other key processes.

4.1.2 Develop specific goals and objectives with employee team input. Include quantifiable efficiency and effective performance measures that link to the vision and mission statements.

4.1.3 Upgrade key operational systems, such as Naviline and HTE/MARS to meet the functional needs of the Sanitation Department and utilize more current technology.

4.1.4 Discontinue the use of multiple, redundant systems to track fleet information. The City’s Fleet Management Department should provide the Sanitation Department with appropriate real-time user-level data access to its database.

4.1.5 Automate the transfer of information and pictures from the SeeClickFix customer relationship management (CRM) system to the updated Naviline database.

4.2 Planning Recommendations

The sixteen (16) Planning recommendations are concentrated on the improvement of efficiency and effectiveness of the planning process. An example of the recommendations in this category include the performance of an independent review for route optimization and balancing using historical production data, as well as current and projected customer account information. Another is to conduct an economic and customer service evaluation for the opportunity to reduce residential solid waste collection to once per week. Both of these could result in major cost and efficiency savings.

A third is to define activities with accomplishment units for all work performed along with the establishment and documentation of work guidelines and standard operating procedures (SOPs) for all major activities which help align the department’s direction, and methods as well as establishing accountability.

The purpose of these recommendations is to improve specific annual and future work planning processes which include:

4.2.1 Plan to fully utilize geographical information systems (GIS), radio frequency identification (RFID), and mapping technology to monitor commercial and residential
solid waste collection, similar to the functionality and technology used in the recycling program.

4.2.2 Perform an independent review for route optimization and balancing using historical production data as well as current and projected customer account information and update annually. Balance all routes to be accomplished in a ten- (10) hour day based on average route productivity. The process should be documented, and results reported annually.

4.2.3 Conduct an economic and customer service evaluation to review the opportunity to reduce residential solid waste collection to once per week.

4.2.4 Using employee teams, define work activities with accomplishment units for all work performed, allowing for unit costing and productivity determination.

4.2.5 Using employee teams, establish and document guidelines and standard operating procedures (SOPs) for all major activities. Include anticipated production rates, resource needs, methodology, and quality control steps. Incorporate the review of guidelines as part of the annual budget preparation process.

4.2.6 Coordinate review efforts of proposed commercial properties with the City’s Building Department regarding the placement design of roll-off containers. Reduce the need for the unnecessary loading and reloading of roll-off containers.

4.2.7 Consider storing all small solid waste and recycle containers needed for the Grand Prix and other special events on a portion of the Albert Whitted Wastewater reclamation plant property.

4.2.8 Re-establish and configure categories in SeeClickFix to provide clear information to the Department for projecting customer needs and service levels.

4.2.9 Evaluate and publish the impact of providing alley collection service. Fully determine actual costs for the citywide recycling program for both curbside and alley routes.

4.2.10 Document support costs provided for alley services. Consider the option to have alley recycling customers place containers at the curbside or on one side of the alley or charge the actual cost for alley routes.

4.2.11 Educate customers to the realities of the cost for processing recyclable materials and consider matching costs and rates for this service.

4.2.12 Determine the full cost of processing yard waste including labor and avoidable overhead, equipment, and contractor costs. Charges for processing and delivery fees should cover all associated costs. Annually review and update reimbursement rates charged for specific services for the full recovery of financial resources.

4.2.13 Consider reassigning Graffiti Abatement, Lot Clearing, Dead Animal Removal efforts to more appropriate department(s).

4.2.14 Establish the capability for developing performance-based work plans and budgets, with the integration of Naviline system data. This should include performance measures directly linked to financial, labor, and equipment resources.

4.2.15 Plan for each organizational unit (Division) based on level of service, number of accounts or an asset inventory, and productivity, linked to quality standards. Provide annual
performance plans and budgets to the Administrator of Neighborhood Affairs and City Leadership.

4.2.16 Develop an avoidable overhead and use as the default value in Naviline database. A second overhead rate or fully burdened rate should be used for external billing and reimbursement. Additionally, a plan should be established to update these rates annually and use for job costing.

4.3 Organizing Recommendations

The twenty-two (22) Organizing recommendations are concentrated on the improvement of the organizational structure of the Sanitation Department and its divisions. These recommendations focus on aligning the organization with the City and Department mission and vision statements.

The purpose of these recommendations is to develop an appropriate resource mix to improve, align, and support the organizational structure with the Department’s vision and mission. These recommendations include:

4.3.1 Senior leadership should establish a systematic methodology for connecting with employees to obtain unfiltered input and feedback, with assistance from Human Resources. In addition, leadership should share any results and proposed initial action plans with the Department’s employees. These updates should be scheduled quarterly.

4.3.2 Reduce the span of control of the Environmental Services Manager by utilizing the two supervisors and Systems Coordinator in an increased supervisory role.

4.3.3 Align formal and functional organizational assignments to reduce the span of control for the Assistant Director, and clearly document the actual reporting structure.

4.3.4 Staffing and equipment projections should be based upon work needs and production rates using an established performance plan. The process should be automated and reviewed annually.

4.3.5 Optimize the use of temporary staffing to augment manual operations, as well as for staff on extended leave.

4.3.6 Fully explore the opportunity to certify employees for Rodent Control activities internally versus using external resources.

4.3.7 Provide annual updates to management, personnel, and customer service training for managers. This is to ensure leaders are up-to-date and maintain soft and administrative skills to direct and guide employees, as well as manage resources.

4.3.8 Re-survey departmental staff using the same criteria as LAC’s 2019 study after one year.

4.3.9 Provide and require work zone traffic control training for all staff of the Community Appearance group. Require the full utilization of all personal protective equipment (PPE) and appropriate traffic control measures.

4.3.10 Utilize City standard guidelines/policies in all selections and promotions with involvement of Human Resources. All exceptions to the City’s process should be based on an emergency or special need. Any deviation should be documented and posted with justification through an open and transparent process.
4.3.11 Develop, document, and implement a complete succession plan for all groups with input from employee teams. Focus on ensuring skills, experience, education, and training are all considered in this process and not only length of service.

4.3.12 Utilize optimized routes for commercial, residential, and recycling collection drivers. Explore and consider other industry recognized methods of scheduling and employee incentives. Route scheduling and assignments should primarily benefit the City and its customers.

4.3.13 Work shifts should be established based on specific work needs. An external evaluation of the benefits to the City should be conducted with employee team involvement, documenting the negative and positive benefits of each schedule.

4.3.14 Consider having all brush site Service Workers report directly to their respective sites, using available Kronos functionality for clocking in and out of their shifts. Provide necessary infrastructure and hardware to allow for offsite communication and appropriate utilities.

4.3.15 Document and justify overtime usage each month compared to established benchmarks.

4.3.16 Establish benchmarks for overtime (OT), worker compensation (WC), Family Medical Leave Act (FMLA) usage and monitor monthly for all divisions. These benchmarks should be compared to other like-agencies. The annual impact on operations should be reported to the Department Director on a quarterly basis and to the Administrator of Neighborhood Affairs annually.

4.3.17 Compare the fuel vehicle cost of compressed natural gas (CNG) in contrast to diesel fuel vehicles, including capital infrastructure, and allocate on a per unit basis.

4.3.18 If the City has made a commitment to transition to compressed natural gas (CNG) vehicles, fully fund a permanent and larger CNG fueling station(s) to increase the availability of connections.

4.3.19 Identify actual equipment rates for each equipment class that includes all costs of repair and maintenance, fuel and fluids, sublets, and use. “Out of yard” hours for each unit should be tracked in the Navilane database. Perform annual reviews on low usage and high unit cost equipment for consideration of retention and provide justification to the Sanitation Director.

4.3.20 Consider transitioning all units to an internal service fund (ISF) form of vehicle replacement managed by the Fleet Management Department.

4.3.21 Consider utilizing all DriveCam systems in Department vehicles. Reevaluate the need and benefits for the number of DriveCam systems at the end of the contract period.

4.3.22 Establish alley trimming routes in collaboration with the Parks and Recreation Department. Establish quantifiable reporting units to accompany all monthly financial transfers. Review service versus cost annually and determine opportunities for enhancement or reassignment.
## 4.4 Directing / Scheduling Recommendations

The two (2) Directing/Scheduling recommendations are concentrated on the improvement of the directing, assigning, and scheduling of work. The purpose of these recommendations is to provide methods to improve work assignment and scheduling, as well as to provide accountability. Fully implemented recommendations in this category will allow the Department to optimize the mix of resource assignments to achieve expectations and directives. These include:

4.4.1 The City should integrate all non-operational routines within Naviline system and utilize proactively for planning, scheduling, and controlling work.

4.4.2 Fully develop and implement a two-week scheduling procedure related to annual work plans and routine processes for non-collection efforts. All projects and non-operational routines should be fully scheduled based on productivity and activity guidelines. Develop a process to establish accountability of supervisors to adhere to schedule and account for incomplete items.

## 4.5 Controlling / Improving Recommendations

The seven (7) Controlling and Improving recommendations are concentrated on the improvement, performance, and the management of work. The purpose of this category is to provide tools to improve the control of work and accountability of staff, document actions and establish productivity monitoring, as well as benchmark activities for continuous improvement. These recommendations include:

4.5.1 All divisions should produce a monthly report prepared in a similar format. Establish a monthly meeting within each division with the respective manager to review production data and to establish accountability with all teams. Report results to Department Director and Administrator of Neighborhood Affairs.

4.5.2 Utilize system data to modify performance metrics to increase effectiveness of benchmark indicators and comparisons, using facilitated employee teams.

4.5.3 All groups should standardize the tracking of labor, equipment, and materials by activity, linking to a specific asset, location, address, or route.

4.5.4 Account for one hundred percent (100%) of employee time in the system. All non-divisional work costs should be recovered or at least identified with costs determined. Use actual data versus planned values to make informed decisions.

4.5.5 All sanitation related data used to populate the City’s CAFR, budget documents, and other reporting methods should come from a single source, approved by the Sanitation Department before publishing.

4.5.6 Develop and conduct a statewide solid waste collection survey to include topics such as task scheduling, collection frequency, equipment, and productivity. Use the survey data, along with SWANA, for comparisons, yearly benchmarks, and the promotion of information-sharing among other like-agencies.

4.5.7 Establish a continuous improvement process with quarterly updates provided to employees. Create and provide an annual State of Operations report to the Administrator of Neighborhood Affairs that compares planned activity work days, accomplishment, total costs, and unit costs, versus actual efforts for all groups. Provide a State of Operations report annually to City leadership with any non-compliance identified.
Resolution No. 2019-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ADVERTISE THE CITY’S DRAFT FY 2019/20 ANNUAL ACTION PLAN AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, applications submitted by non-profits for funding under the FY 2019/20 Annual Action Plan ("Action Plan") were evaluated by the City’s Consolidated Plan Application Review Committee ("Committee") on May 17, 2019; and

WHEREAS, the Committee has made its recommendations for funding non-profit applications and City initiated projects which comprise the draft Action Plan; and

WHEREAS, the submission of the Action Plan to the U.S. Department of Housing and Urban Development ("HUD") is required for the City to receive its annual formula allocations; and

WHEREAS, the draft Action Plan must be advertised for thirty days for public comment, after which the full City Council will hold a public hearing on August 1, 2019.

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 advertise the City’s draft FY 2019/20 Annual Action Plan, and to execute all other documents necessary to effectuate this resolution.

This resolution shall become effective immediately upon its adoption.

Approvals: 

Legal: 

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Administration:
The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee (6/13/19)
Please scroll down to view the backup material.
Present: Committee Members – Committee Chair Steve Kornell, Committee Vice-Chair Ed Montanari, Council Chair Charlie Gerdes, Council Member Amy Foster, Council Member Lisa Wheeler-Bowman (Alternate)

Also Present: Council Member Gina Driscoll, City Administrator/Deputy Mayor Dr. Kanika Tomalin, Assistant City Administrator Tom Greene, City Attorney Jackie Kovilaritch, Assistant City Attorney Heather Judd, City Development Administrator Alan DeLise, Planning & Development Services Director Liz Abernethy, and City Zoning Official Jennifer Bryla

Support Staff: Jayne Ohlman - City Council Legislative Aide

1. Call to Order – 1:30 PM
2. Approval of Agenda – CM Montanari moved approval, all members voted in favor.
3. Approval of May 30, 2019 Minutes – CM Montanari moved approval, all members voted in favor.

New Business – June 13, 2019

a) Update on City-Owned Grow Smarter Sites – Alan DeLisle

City Development Administrator Alan DeLisle presented the committee with updates on the following city-owned Grow Smarter sites: Innovation District, Former Police Station, and Tangerine Plaza.

Mr. DeLisle began with an update on the Tampa Bay Innovation Center, which is expected to be built in the Innovation District at 4th Street South and 11th Avenue South. Mr. DeLisle explained that Pinellas County applied for funding from the U.S. Economic Development Administration (EDA) and was approved for $7.5 million, with the condition that there be a local match. The County agreed to provide $4.5 million to match the federal funds. Mr. DeLisle stated that an agreement between the city and the county, relating to the disposition of the land, will be brought to the City Council for consideration soon.

Mr. DeLisle explained that the City received a total of seven RFPs for the Former Police Station site and an internal staff committee was created to review the strengths and weaknesses of each proposal. Mr. DeLisle also noted that the appraisal for the property is $6.6 million. CM Montanari inquired about the time frame for the RFP selection and Mr. DeLisle explained that the Mayor would be reviewing the RFPs and staff analysis in the coming weeks and then the results would be presented to City Council.

Mr. DeLisle explained that the City has received three unsolicited proposals for the Tangerine Plaza site and staff is in the process of reviewing those proposals before presenting to the Mayor. CM Gerdes asked for clarification on the process for unsolicited proposals,
specifically if the City is required to issue an RFP to the public to allow for submittals. Mr. DeLisle and Dr. Tomalin responded that it is not required, but it is an option.

b) Discussion on Proposed Language for Digital/Electronic Message Center Signs at the St. Pete Pier District – Liz Abernethy, Jennifer Bryla, & Heather Judd

Planning and Development Services Director, Liz Abernethy began with a presentation of digital sign examples to give the committee reference for the width and height of various electronic message center signs. Ms. Abernethy also noted that this discussion was a continuation of the discussion held at the May 30 Committee of the Whole meeting. Assistant City Attorney Heather Judd presented the committee with the following draft language for the subsection of the city code relating to signage at the St. Pete Pier District: “Digital or electronic message center signs within the Pier District shall not exceed 50% percent of the overall sign area. A sign containing a digital or electronic messaging center sign shall not, in any case, exceed 15 square feet in area. This subsection shall include, but not be limited to, any digital information kiosks or wayfinding within the Pier District.”

CM Montanari asked how many electronic message center signs were planned for the new St. Pete Pier. Dr. Tomalin responded that a total of four signs are in the plans for the Pier District.

CM Gerdes made a motion to adopt staff’s drafted language as written and all members voted in favor.

Committee Chair Kornell adjourned the meeting at 1:55 PM.
The following page(s) contain the backup material for Agenda Item: Approving a Substantial Amendment ("Amendment") to the City’s FY2018/19 Annual Action Plan ("Plan") to provide additional Community Development Block Grant ("CDBG") funding previously appropriated as FY 2018/19 estimated program income in the amount of $5,000 from the FY 2018/19 undesignated balance in award 81416, to the CDBG Subrecipients 18/19 project (16657) to assist with the roof replacement of the facility owned by New Frontiers of St. Petersburg, Inc. ("Agency"); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to implement this resolution and the Amendment; and providing an effective date.
Please scroll down to view the backup material.
TO: The Honorable Charlie Gerdes, Chair and Members of City Council

SUBJECT: A resolution approving a Substantial Amendment ("Amendment") to the City’s FY 2018/19 Annual Action Plan ("Plan") to provide additional Community Development Block Grant ("CDBG") funding previously appropriated as FY 2018/19 estimated program income in the amount of $5,000 from the FY 2018/19 undesignated balance in award 81416, to the CDBG Subrecipients 18/19 project (16657) to assist with the roof replacement of the facility owned by New Frontiers of St. Petersburg, Inc. ("Agency"); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development ("HUD") and to execute all documents necessary to implement this resolution and the Amendment; and providing an effective date.

EXPLANATION: The City Council approved the FY 2018/19 Annual Action Plan ("Annual Action Plan") on August 2, 2018, with the approval by the U.S. Department of Housing and Urban Development ("HUD") following shortly thereafter. Subsequently, the City received a request from New Frontiers of St. Petersburg, Inc. ("Agency") for additional funding to carry-out the roof replacement of the facility at 440 10th Avenue South ("Facility"). The Agency provides a substance abuse recovery support network to low- and moderate-income persons.

In order for the City to assist with the roof replacement of the Facility with CDBG funds, a substantial amendment ("Amendment") to the FY 2018/19 Annual Action Plan is required to provide additional CDBG funding in the amount of $5,000 from the FY 2018/19 undesignated balance in award 81416. The roof replacement of the Facility is estimated to cost $12,872.05, of which, the City has committed $8,300 and has been asked to provide an additional $4,572.05. Because this is a roof replacement, Administration would like to request the increase be rounded up to $5,000 for unforeseen conditions beyond what is included in the construction contract.

Prior to taking action on this Amendment, City Council must hold a public hearing to receive comments from the public on the proposed Amendment. After approval, the Amendment will be forwarded to HUD for approval.

A public notice was published on June 7, 2019, in the Tampa Bay Times to notify the public of the proposed Amendment and of the public hearing to be held on July 11, 2019, which complies with the Citizen Participation requirements of the Consolidated Plan.

COST/FUNDING/ASSESSMENT INFORMATION:

Funds were previously appropriated in the CDBG program (Fund 1111, Award 81416). Upon adoption of the Amendment, funding will be budgeted to the project (16657).
RECOMMENDATION:

Administration recommends adoption of the attached resolution approving a Substantial Amendment ("Amendment") to the City’s FY 2018/19 Annual Action Plan to provide additional Community Development Block Grant ("CDBG") funding in the amount of $5,000 from the FY 2018/19 undesignated balance in award 81416, to the CDBG Subrecipients 18/19 project (16657) to assist with the roof replacement of the Facility owned by New Frontiers of St. Petersburg, Inc. ("Agency"); authorizing the Mayor or his designee to submit the Amendment to the U.S. Department of Housing and Urban Development and to execute all documents necessary to implement this resolution and the Amendment; and providing an effective date.

ATTACHMENTS: Resolution

APPROVALS:  
Administration:  
Budget:  

Legal: 00447631.doc v1
WHEREAS, on August 2, 2018, City Council by Resolution Number 2018-395 approved the City’s FY 2018/19 Annual Action Plan (“Plan”), providing Community Development Block Grant (“CDBG”) funding to projects approved by City Council; and

WHEREAS, subsequent to approval, New Frontiers of St. Petersburg, Inc. (“Agency”) has requested additional funding in order to carry-out the roof replacement of the facility at 440 10th Avenue South (“Facility”); and

WHEREAS, the roof replacement of the Facility is estimated to cost $12,872.05, of which, the City has committed $8,300, with a short-fall of $4,572.05; and

WHEREAS, Agency does not have the resources to provide the difference; and

WHEREAS, Administration is recommending an additional $5,000, rounding up for unforeseen conditions beyond what is included in the construction contract; and

WHEREAS, Administration has proposed an Amendment to provide additional CDBG funding of $5,000 from the FY 2018/19 undesignated balance in award 81416, for the roof replacement of the Facility;

WHEREAS, Agency would like to begin the roof replacement of the Facility immediately upon approval of this Amendment; and
NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a Substantial Amendment ("Amendment") to the City's FY 2018/19 Annual Action Plan ("Plan") to provide additional Community Development Block Grant ("CDBG") funding previously appropriated as FY 2018/19 estimated program income in the amount of $5,000 from the FY 2018/19 undesignated balance in award 81416, to the CDBG Subrecipients 18/19 project (16657) to assist with the roof replacement of the Facility owned by New Frontiers of St. Petersburg, Inc. ("Agency") is approved; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to submit the Amendment to the U.S. Department of Housing and Urban Development and to execute all documents necessary to implement this resolution and the Amendment.

This resolution shall become effective immediately upon its adoption.

Approvals:  
Legal: ____________________ Administration: ____________________

Legal: 00447632.doc v1
The following page(s) contain the backup material for Agenda Item: Requesting an approval for the extension of up to six months of a blanket purchase agreement with Central Parking System of Connecticut, Inc. for Parking Facilities Management Services, for the Transportation and Parking Management Department, and an increase in allocation in the amount of $810,000, for a total contract amount of $8,635,615, with a waiver of Procurement Code Sec. 2-252. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Requesting an approval for the extension of up to six months of a blanket purchase agreement with Central Parking System of Connecticut, Inc. for Parking Facilities Management Services, for the Transportation and Parking Management Department, and an increase in allocation in the amount of $810,000, for a total contract amount of $8,635,615, with a waiver of Procurement Code Sec. 2-252.


On April 15, 2019, the City received a protest on the current solicitation RFP No. 7161. The City conducted an evaluation and made a determination to reject all offers and re-issue a new solicitation. To provide the City with sufficient time to complete the solicitation process currently underway and execute a new agreement, the vendor has agreed to extend the term of the current agreement for an additional six months.

Central Parking manages and operates eight parking facilities at the following locations:

1. Municipal Services Center
2. South Core Garage
3. Sundial Garage
4. Al Lang Field Lot
5. Third Avenue South event lot
6. 800 First Avenue South lot
7. Surface lot located at 6th Street North
8. Surface lot located in the EDGE District

The vendor manages the facilities for a management fee and is reimbursed for actual operating expenses within budget limits (not to exceed an agreed upon maximum). The management fee (currently $89,042 annually for eight facilities) includes the cost of hiring and supervising employees, including background checks, liability insurance, establishing work schedules, executing operating policies and procedures, and executive-level oversight from the local and corporate offices.

Additionally, the City reimburses the vendor for operating expenses such as salaries and benefits of on-site staff, workers compensation insurance, payroll taxes, security, utilities, repair and maintenance, telephones and equipment replacement. The vendor has agreed to maintain the current management fee and budgeted expenses during the extension term. As a result, if the
entire six-month extension period is utilized through December 31, 2019, the total payment of management fees and budgeted expenses paid to the vendor over this extension period would total approximately $810,000.

The Procurement and Supply Management Department, in cooperation with the Transportation & Parking Management Department, recommends approval:

Central Parking System of Connecticut, Inc. ………………………..$810,000

Original contract amount $4,276,915
1st renewal 1,247,874
2nd renewal 1,490,826
Allocation increase #1 810,000
Allocation increase #2 810,000
New contract amount $8,635,615

St. Petersburg City Code Sec. 2-252 provides that the duration of the initial term of a contract and any renewal option must be consistent with the original solicitation documents. Accordingly, Administration requests a waiver of this provision of the Procurement Code to allow the extension of the agreement described above. Under Section 2-259, such a waiver may be accomplished by a resolution of City Council receiving at least five affirmative votes.

Accordingly, Administration recommends that Council approve the attached resolution, with at least five affirmative votes, for the purpose of authorizing an extension of the current agreement for up to six months and providing the waiver of the Procurement Code necessary for that extension.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Parking Revenue Fund (1021), Transportation & Parking Management Department, Al Lang Parking Lot (281.2873), Baywalk Garage (281.2877), MSC Garage (281.2885), Southcore Garage (281.2893), Special Event Lot 3rd Ave S (281.2895), EDGE Lot (281.2875), and The 800 Parking Lot (281.2897).

Attachments: Resolution
RESOLUTION NO. 2019-_____

A RESOLUTION CONCERNING AN AMENDMENT TO THE AGREEMENT WITH CENTRAL PARKING SYSTEM OF CONNECTICUT, INC., FOR THE MANAGEMENT AND OPERATION OF CERTAIN CITY-OWNED PARKING FACILITIES; AUTHORIZING WAIVER OF THE PROCUREMENT CODE FOR THE PURPOSE OF EXTENDING THE TERM OF THAT AGREEMENT FOR SIX ADDITIONAL MONTHS (FROM AUGUST 1, 2019 THROUGH JANUARY 31, 2020); AUTHORIZING AMENDMENT OF THAT AGREEMENT TO ESTABLISH AN EXTENSION TERM CONSISTENT WITH THAT WAIVER FOR A TOTAL COST NOT TO EXCEED $810,000 FOR THIS 6-MONTH PERIOD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 30, 2014, the City entered into an agreement for the management and operation of certain City-owned parking facilities (the "Agreement") that, as the result of a merger of the original contractor with one of its affiliates, is now between the City and Central Parking System of Connecticut, Inc., (the "Contractor"); and

WHEREAS, in accordance with the underlying solicitation documents, the Agreement provided for an initial term of approximately three years and two optional one-year renewal terms; and

WHEREAS, following completion of the initial term and the exercise of both one-year renewal options, the Agreement was set to expire on January 31, 2019; and

WHEREAS, the City engaged in competitive solicitation of a new agreement for management and operation of certain City-owned parking facilities that would replace the Agreement upon its expiration (the "Solicitation"); and

WHEREAS, because the City did not expect to complete the Solicitation before January 31, 2019, the Contractor agreed to extend the term of the Agreement for six months in order to provide the City with time to complete the Solicitation for a total cost not to exceed $810,000 for the 6-month period from February 1, 2019 through July 31, 2019; and

WHEREAS,
WHEREAS, because City Code section 2-252 requires that the term of an agreement be consistent with the term set forth in the solicitation documents, such an extension requires a waiver of this section of the City Code; and

WHEREAS, pursuant to City Code section 2-259, on January 17, 2019, City Council provided such a waiver and the Agreement was extended through July 31, 2019; and

WHEREAS, since that time, the City’s Procurement and Supply Management Department rejected all offers received for the Solicitation, and reissued a competitive solicitation ("New Solicitation") for the management and operation of certain City-owned parking facilities that is expected to result in award of an agreement to replace the Agreement currently set to expire on July 31, 2019; and

WHEREAS, the New Solicitation will not be completed before July 31, 2019; therefore, the Contractor has agreed to extend the term of the Agreement for six additional months for a total cost not to exceed $810,000 for the 6-month period from August 1, 2019 through January 31, 2020; and

WHEREAS, City Council believes that granting a waiver of City Code section 2-252 is again necessary for the City to complete the New Solicitation in a competitive manner that is consistent with the purposes for which the City’s Procurement Code was established.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, pursuant to City Code section 2-259, hereby waives the provisions of City Code section 2-252 to the extent necessary to extend the term of the Agreement for an additional six months (from August 1, 2019 through January 31, 2020) for the purpose of completing the New Solicitation.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor or his designee to execute an amendment to the Agreement to establish an extension term consistent with the waiver set forth above, for a total cost not to exceed $810,000 for this 6-month period from August 1, 2019 through January 31, 2020.

This resolution will become effective immediately upon adoption.

Approved as to form and content:

City Attorney (Designee) 00456462
### General Authorization

**Request #**

28599

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#### Authorization Request

**Subject:** 958-78 Management Services, Parking Facilities

**Message:**
Submitted for your approval, please find attached Consent Write-up 958-78 Management Services, Parking Facilities, scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

**Supporting Documentation:** 958-78 Management Services, Parking Facilities, July 11, 2019 - Consent Write-Up (Approval Reqeust).pdf

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The following page(s) contain the backup material for Agenda Item: Approving the renewal of blanket purchase agreement with Staples Contract and Commercial Inc. for office supplies, at an estimated annual cost of $400,000, for a total contract amount of $2,020,000. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreement with Staples Contract and Commercial Inc. for office supplies, at an estimated annual cost of $400,000, for a total contract amount of $2,020,000.

Explanation: On September 3, 2015, City Council approved an agreement for office supplies through July 31, 2019. The agreement has one, one-year renewal. This is the only renewal.

The vendor will furnish and deliver within 24 hours, office supplies such as replacement printer cartridges, pens, markers, note and legal pads, binders, notebooks, staplers, color paper, and file folders. They also furnish and deliver electronic equipment such as surge protectors, calculators, shredders, headsets and fax machines. The vendor will also provide a local dedicated account manager to provide viable reporting communication to maximize compliance and facilitate oversight of pricing. The National Joint Powers Alliance (NJPA) Contract No. 010615 will provide the City with the additional advantage of an annual 3 percent rebate.

The Procurement and Supply Management Department recommends for award utilizing National Joint Powers Alliance (NJPA) Contract No. 010615:

Staples Contract and Commercial, Inc.,.................................................................$2,020,000

<p>| | |</p>
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<tr>
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<td>$1,920,000</td>
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</tr>
<tr>
<td>Total agreement amount</td>
<td>$2,020,000</td>
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Staples Contract and Commercial, Inc. has met the specifications, terms and conditions of National Joint Powers Alliance (NJPA) Contract No. 010615, dated August 1, 2015. This purchase is made in accordance with Section 2-256 of the Procurement Code, which authorizes the Mayor, or his designee, to utilize competitively bid contracts of other governmental entities. This agreement will be effective through July 31, 2020, with no renewals remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Police Department, Fiscal Support (1401389), Fire Department, Fire Administration (1501485), Parks & Recreation Department (1901573), Leisure Services Administration (5002321), Library Department (2001133), Real Estate and Property Management Department, Property Management & Realty Service (3602605), Engineering & Capital Improvement Department Administration (1301341), Downtown Enterprise Facilities Department, Administration (2821813); Water Resources Operating Fund (4001), Water Resources Department Administration (4202045); Sanitation Operating Fund (4021), Sanitation Department Administration (4502237); and Billing and Collections Operating Fund (5201), Billing and Collections Department, Various Divisions (350).

Attachments: Price History
Resolution
### Price History

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<td>9.15</td>
<td>9.15</td>
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<td>9.15</td>
<td>9.31</td>
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<td>8</td>
<td>MOUSE PAD BLACK</td>
<td>1.90</td>
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A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH STAPLES CONTRACT AND COMMERCIAL INC. FOR OFFICE SUPPLIES TO EXTEND THE TERM UNTIL JULY 31, 2020 AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF $100,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $2,020,000; AUTHORIZING THE MAYOR OR HIS DESINGEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 3, 2015, City Council approved the award of a four-year agreement with a one-year renewal option to Staples Contract and Commercial Inc. for office supplies at a total contract amount of $1,920,000 through July 31, 2019; and

WHEREAS, the City desires to exercise the renewal option to extend the term and increase the contract amount in the amount of $100,000 for this renewal term through July 31, 2020; and

WHEREAS, Staples Contract and Commercial Inc. has agreed to renew the terms and conditions of National Joint Powers Alliance (NJPA) Contract No. 010615; and

WHEREAS, the Procurement and 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 renewal option to the agreement with Staples Contract and Commercial Inc. for office supplies to extend the term until July 31, 2020 and increase the contract amount in the amount of $100,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $2,020,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance

City Attorney (Designee)
00456853
## City of St. Petersburg Authorization Request

### General Authorization

**Request #**

28254

**Name:** Enge, Donald Robert  
**Request Date:** 21-JUN-2019  
**Status:** APPROVED

### Authorization Request

**Subject:** 615-94 Office Supplies, July 11, 2019 (AEW)

**Message:** Submitted for your approval, please find attached Consent Write-up for 615-94 Office Supplies, scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

**Supporting Documentation:** 615-94 Office Supplies, July 11, 2019 - Consent Agenda (Approval Request).pdf

### Approver

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<td>21-JUN-2019</td>
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<td>25-JUN-2019</td>
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The following page(s) contain the backup material for Agenda Item: Approving the renewal of blanket purchase agreements with Arbor Source, LLC, Blades of Green, Inc., Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc., for City facility and right-of-way tree services, at an estimated annual cost of $220,000, for a total contract amount of $1,100,000.

Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Arbor Source, LLC, Blades of Green, Inc., Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc., for City facility and right-of-way tree services, at an estimated annual cost of $220,000, for a total contract amount of $1,100,000.

Explanation: On September 17, 2015, City Council approved three-year blanket purchase agreements for tree services for City facilities and rights-of-way. The agreements have two, one-year renewal options. On July 12, 2018, City Council approved the first renewal. This is the final renewal.

The vendors provide labor, tools, materials and equipment to trim, prune, and remove dead wood and palm fronds located on City properties and on rights-of-way. Additional services in these agreements include stump grinding and tree and related debris removal. The primary users of these services are the Water Resources and Parks & Recreation departments.

The Procurement and Supply Management Department recommends for renewal:

Tree Trimming Services .................................................................................. $220,000

Arbor Source Professional Tree Care (SBE)
Blades of Green, Inc.
Evergreen Tree Service, Inc. (SBE)
Yutzy Tree Services, Inc. (SBE)

Original agreement amount $ 660,000
1st renewal 220,000
2nd renewal 220,000
Total agreement amount $1,100,000

The vendors have agreed to renew under the same terms and conditions of RFQ No. 7867, dated July 21, 2015. Administration recommends renewal of the agreements based on the vendors’ past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreements. The renewal will be effective from the date of approval, through July 31, 2020, with no renewals remaining. Amounts paid to vendors under this renewal will not exceed a combined amount of $220,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Capital Projects Fund (4003), and the General Fund (0001).

Attachments: Resolution
A RESOLUTION APPROVING THE FINAL RENEWAL OPTION TO THE AGREEMENTS WITH ARBOR SOURCE, LLC, BLADES OF GREEN, INC., EVERGREEN TREE SERVICE, INC. AND YUTZY TREE SERVICE, INC. FOR CITY FACILITY AND RIGHT-OF-WAY TREE SERVICES TO EXTEND THE TERM UNTIL JULY 31, 2020 AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF $220,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $1,100,000; AUTHORIZING THE MAYOR OR HIS DESINGEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 17, 2015, City Council approved the award of three-year blanket purchase agreements with two, one-year renewal options to Arbor Source, LLC, Blades of Green, Inc., Evergreen Tree Service, Inc. and Yutzy Tree Service, Inc. (Vendors) for City facility and right-of-way tree services at a total contract amount of $660,000 for this initial term; and

WHEREAS, on July 12, 2018, City Council approved the first one-year renewal to extend the term and increase the contract amount in the amount of $220,000 for the first renewal term; and

WHEREAS, the City desires to exercise its final renewal option and to extend the term and increase the contract amount in the amount of $220,000 for this renewal term through July 31, 2020; and

WHEREAS, the Vendors have agreed to renew under the same terms and conditions of RFQ No. 7867; and

WHEREAS, the Procurement and 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 final renewal option to the agreements with Arbour Source, LLC, Blades of Green, Inc., Evergreen Tree Service, Inc., and Yutzy Tree Service, Inc. for City facility and right-of-way tree services to extend the term until July 31, 2020 and increase the contract amount in the amount of $220,000 for this renewal term is hereby approved.
BE IT FURTHER RESOLVED that the total contract amount for the above referenced agreements shall not exceed $1,100,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance

City Attorney (Designee)
00456842
--- City of St. Petersburg Authorization Request ---

### General Authorization

<table>
<thead>
<tr>
<th>Request #</th>
<th>28397</th>
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</table>

| Name:       | Enge, Donald Robert |
| Request Date: | 24-JUN-2019 |
| Status:     | APPROVED |

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### Authorization Request

**Subject:** 988-88 Tree Trimming and Removal Services

**Message:** Submitted for your approval, please find attached Consent Write-up for 988-88 Tree Trimming and Removal Services, scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

**Supporting Documentation:** 988-88 Tree Trimming and Removal Services, July 11, 2019 - Consent Write-Up (Approval Request).pdf

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### Approver

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The following page(s) contain the backup material for Agenda Item: Approving a five-year blanket purchase agreement with Ajax Paving Industries of Florida, LLC. for recycled asphalt pick-up only, for the Stormwater, Pavement & Traffic Operations Department, at an estimated annual cost of $190,000, for a total contract amount of $950,000.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a five-year blanket purchase agreement with Ajax Paving Industries of Florida, LLC. for recycled asphalt pick-up only, for the Stormwater, Pavement & Traffic Operations Department, at an estimated annual cost of $190,000, for a total contract amount of $950,000.

Explanation: This purchase is being made from Pinellas County Bid Number 189-0198-B(RO), Asphalt Materials (CO-OP). Ajax Paving Industries of Florida, LLC will furnish SP 9.5 and SP 12.5, also known as S1 and S3, recycled asphalt for pick-up. The asphalt is used for filling utility cuts and fixing pot holes around the City.

The Procurement and Supply Management Department, in cooperation with the Stormwater, Pavement & Traffic Operations Department, recommends award utilizing Pinellas County Bid Number 189-0198-B(RO), Asphalt Materials (CO-OP):

- Recycled Asphalt........................................................................................................ $950,000
  - SP 9.5 – 2,573 tons @ $65/ton
  - SP 12.5 - 143 tons @ $65/ton

The vendor has met the specifications, terms and conditions of Pinellas County Bid Number 189-0198-B(RO), Asphalt Materials (CO-OP), dated February 27, 2019. This purchase is made in accordance with Section 2-256 (2) of the City Code, which authorizes the Mayor, or his designee, to participate in a cooperative bid process with other governmental entities. The agreement will be effective through April 21, 2024. A blanket purchase agreement will be issued to the vendor and will be binding only for actual material received.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Stormwater, Pavement & Traffic Operations Department, Traffic Support Division (400-1265).

Attachments: Price History
Resolution
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
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<td>$69.95</td>
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<td>SP 12.5 recycled asphalt</td>
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<td>69.75</td>
<td>69.75</td>
<td>69.75</td>
<td>65.00</td>
<td>(7%)</td>
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A RESOLUTION APPROVING THE AWARD OF A FIVE-YEAR BLANKET PURCHASE AGREEMENT TO AJAX PAVING INDUSTRIES OF FLORIDA, LLC FOR RECYCLED ASPHALT PICK-UP SERVICES FOR THE STORMWATER, PAVEMENT & TRAFFIC OPERATIONS DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $950,000 UTILIZING PINELLAS COUNTY BID NO. 189-0198-B(RO), ASPHALT MATERIALS (CO-OP); 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 recycled asphalt pick-up services for the Stormwater, Traffic & Pavement Operations Department; and

WHEREAS, pursuant to Section 2-256(1) of the City Code, the Mayor or his designee is authorized to participate in a joint bid process with other governmental entities; and

WHEREAS, Ajax Paving Industries of Florida, LLC has met the specifications, terms and conditions of Pinellas County Bid No. 189-0198-B(RO), Asphalt Materials (Co-Op), dated February 27, 2019; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Stormwater, Pavement & Traffic Operations 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 to Ajax Paving Industries of Florida, LLC for recycled asphalt pick-up services for the Stormwater, Pavement & Traffic Operations Department for a total contract amount not to exceed $950,000 utilizing Pinellas County Bid No. 189-0198-B(RO), Asphalt Materials (Co-Op) is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00456835
-- City of St. Petersburg Authorization Request --

General Authorization

Request # 28337

Name: Enge, Donald Robert  
Request Date: 24-JUN-2019  
Status: APPROVED

Authorization Request

Subject: 745-08 Asphalt, Recycled, Pick-up Only

Message: Submitted for your approval, please find attached Consent Write-up for 745-08 Asphalt, Recycled, Pick-up Only, scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

Supporting Documentation: 745-08 Asphalt Recycled Pick-up Only July 112019 - Consent Agenda (Approval Request).pdf

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<td>25-JUN-2019</td>
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The following page(s) contain the backup material for Agenda Item: Approving three-year blanket purchase agreements to Tri-City Electrical Contractors, Inc. and Everingham Electric Company, Inc. for electrical maintenance and repairs, at an estimated annual amount of $275,000, for a total contract amount of $825,000.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving three-year blanket purchase agreements to Tri-City Electrical Contractors, Inc. and Everingham Electric Company, Inc. for electrical maintenance and repairs, at an estimated annual amount of $275,000, for a total contract amount of $825,000.

Explanation: The Procurement & Supply Management Department received three bids for electrical maintenance and repairs.

The vendors will provide all labor, material and equipment for electrical maintenance and repair services. Services include maintenance and repair of lighting in buildings, parks, parking lots, outdoor athletic fields and the Albert Whitted Airport airfield. In addition, they repair swimming pool pump motors and controls; irrigation controllers and starters; replace switches, receptacles and fixtures; replace elements in water heaters, hand dryers and ranges; install and/or repair electrical service circuit breaker panels and industrial-process control-type electrical circuits; and maintain high voltage electrical systems at City facilities. The vendors also provide emergency services to restore power to facilities in the event of an outage. The primary users are the Engineering and Capital Improvement and the Parks and Recreation Departments.

The Procurement & Supply Management Department recommends for award:

Electrical Maintenance and Repairs.................................................................$825,000
(Three-years @275,000 per year)

Tri-City Electrical Contractors, Inc. (Tampa)
Everingham Electric Company, Inc. (St. Petersburg)

The vendors have met the requirements of IFB No. 7277, dated April 24, 2019. They have performed similar services for the City in the past and have performed satisfactorily. These agreements will be effective through July 31, 2022, with one two-year renewal option. Blanket purchase agreements will be issued and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks & Recreation Department (190), Fire Department (150), and Library Department (200), and the Recreation & Culture Capital Improvement Fund (3029), various projects.

Attachments: Bid Tabulation (2 pages)
Price History
Resolution
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<th>Description</th>
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<td><strong>Electrician's Helper/Apprentice</strong></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Monday - Friday, 8:00 am - 5:00 pm</td>
<td>55.00</td>
<td>42.00</td>
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<tr>
<td></td>
<td>Monday - Friday, 5:01 pm - 7:59 am</td>
<td>50.00</td>
<td>61.00</td>
</tr>
<tr>
<td></td>
<td>Weekends &amp; Holidays, 8:00 am - 5:00 pm</td>
<td>50.00</td>
<td>61.00</td>
</tr>
<tr>
<td></td>
<td>Weekends &amp; Holidays, 5:01 pm - 7:59 am</td>
<td>40.00</td>
<td>63.00</td>
</tr>
<tr>
<td></td>
<td><strong>Airfield and Port Lighting for the Albert Whitted Airport and Cruise Port</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Licensed Journeyman Electrician</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monday - Friday, 8:00 am - 5:00 pm</td>
<td>80.00</td>
<td>58.00</td>
</tr>
<tr>
<td></td>
<td>Monday - Friday, 5:01 pm - 7:59 am</td>
<td>75.00</td>
<td>84.00</td>
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<td>Weekends &amp; Holidays, 8:00 am - 5:00 pm</td>
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<tr>
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<td>Weekends &amp; Holidays, 5:01 pm - 7:59 am</td>
<td>40.00</td>
<td>88.00</td>
</tr>
<tr>
<td>4</td>
<td><strong>Electrician's Helper/Apprentice</strong></td>
<td></td>
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<td></td>
<td>Monday - Friday, 8:00 am - 5:00 pm</td>
<td>55.00</td>
<td>42.00</td>
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<tr>
<td></td>
<td>Monday - Friday, 5:01 pm - 7:59 am</td>
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<td>Weekends &amp; Holidays, 8:00 am - 5:00 pm</td>
<td>50.00</td>
<td>61.00</td>
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<tr>
<td></td>
<td>Weekends &amp; Holidays, 5:01 pm - 7:59 am</td>
<td>40.00</td>
<td>63.00</td>
</tr>
<tr>
<td>5</td>
<td><strong>Licensed Journeyman Electrician</strong></td>
<td></td>
<td></td>
</tr>
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<td></td>
<td>Monday - Friday, 8:00 am - 5:00 pm</td>
<td>90.00</td>
<td>58.00</td>
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<td></td>
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<td>88.00</td>
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<td>6</td>
<td><strong>Electrician's Helper/Apprentice</strong></td>
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<td>Monday - Friday, 8:00 am - 5:00 pm</td>
<td>60.00</td>
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<tr>
<td></td>
<td>Weekends &amp; Holidays, 5:01 pm - 7:59 am</td>
<td>40.00</td>
<td>63.00</td>
</tr>
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</table>
# IFB No. 7277 Electrical Maintenance and Repair Services

**Angel Cook, Procurement Analyst**

**City of St. Petersburg**

## Bid Tabulation

**Procurement and Supply Management**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Rate per Hour</th>
<th>Rate per Hour</th>
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<tr>
<td>7</td>
<td>Licensed Journeyman Electrician</td>
<td>Monday - Friday, 8:00 am - 5:00 pm</td>
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</tr>
<tr>
<td></td>
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<td>Monday - Friday, 5:01 pm - 7:59 am</td>
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<td>40.00</td>
</tr>
<tr>
<td>8</td>
<td>Electrician's Helper/Apprentice</td>
<td>Monday - Friday, 8:00 am - 5:00 pm</td>
<td>60.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Monday - Friday, 5:01 pm - 7:59 am</td>
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### Equipment Rate Schedule

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<th>Rate per Hour</th>
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<tr>
<td>9</td>
<td>Aerial (Bucket) Truck, 50' with Operator</td>
<td>Monday - Friday, 8:00 am - 5:00 pm</td>
<td>120.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Monday - Friday, 5:01 pm - 7:59 am</td>
<td>70.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekends &amp; Holidays, 8:00 am - 5:00 pm</td>
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<td></td>
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<td>Weekends &amp; Holidays, 5:01 pm - 7:59 am</td>
<td>70.00</td>
</tr>
<tr>
<td>10</td>
<td>Line (Pole-Setting) Boom Truck with Operator</td>
<td>Monday - Friday, 8:00 am - 5:00 pm</td>
<td>120.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Monday - Friday, 5:01 pm - 7:59 am</td>
<td>70.00</td>
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<td></td>
<td>Weekends &amp; Holidays, 5:01 pm - 7:59 am</td>
<td>70.00</td>
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**Subtotal:** $2,560.00  
**2%/10, Net 30 Discount:** $51.20  
**Total:** $2,508.80

**Subtotal:** $2,883.00  
**2%/10, Net 30 Discount:** $0.00  
**Total:** $2,883.00

Award Pending
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<tr>
<th>No.</th>
<th>Description</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>% Change</th>
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<tr>
<td>1</td>
<td>General Electrical Services: Licensed Journeyman Electrician</td>
<td>$65.00</td>
<td>$65.00</td>
<td>$65.00</td>
<td>$65.00</td>
<td>$88.00</td>
<td>35%</td>
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<td>2</td>
<td>General Electrical Services: Electrician's Helper/Apprentice</td>
<td>45.00</td>
<td>45.00</td>
<td>45.00</td>
<td>45.00</td>
<td>63.00</td>
<td>40%</td>
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<tr>
<td>3</td>
<td>High Voltage Electrical Repairs &amp; Maintenance: Licensed Journeyman Electrician</td>
<td>95.00</td>
<td>95.00</td>
<td>95.00</td>
<td>95.00</td>
<td>90.00</td>
<td>(5%)</td>
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<td>4</td>
<td>Equipment Rate Schedule: Aerial (Bucket) Truck, 50' w/Operator</td>
<td>90.00</td>
<td>90.00</td>
<td>90.00</td>
<td>90.00</td>
<td>132.00</td>
<td>47%</td>
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A RESOLUTION APPROVING THREE-YEAR BLANKET PURCHASE AGREEMENTS WITH ONE TWO-YEAR RENEWAL OPTION TO TRI-CITY ELECTRICAL CONTRACTORS, INC. AND EVERINGHAM ELECTRIC COMPANY, INC. FOR ELECTRICAL MAINTENANCE AND REPAIRS; PROVIDING THAT THE TOTAL CONTRACT AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $825,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement and Supply Management Department received (3) three bids pursuant to IFB No. 7277 for electrical repairs and maintenance dated April 24, 2019; and

WHEREAS, Tri-City Electrical Contractors, Inc. and Everingham Electric Company, Inc. have met the specifications, terms and conditions of the IFB No. 7277, dated April 24, 2019; and

WHEREAS, the Procurement and 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 three-year Blanket Purchase Agreements with one two-renewal option to Tri-City Electrical Contractors, Inc. and Everingham Electrical Company, Inc. for electrical maintenance and repairs are hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for the above referenced agreements shall not exceed $825,000 for the initial term.

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.
## General Authorization

<table>
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<tr>
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<th>28364</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Enge, Donald Robert</td>
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<td>Request Date:</td>
<td>24-JUN-2019</td>
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<td>Status:</td>
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### Authorization Request

**Subject:** 910-82 Electrical Maintenance and Repair Services

**Message:** Submitted for your approval, please find attached Consent Write-up for 910-82 Electrical Maintenance and Repair Services, scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

**Supporting Documentation:** 910-82 Electrical Maintenance and Repair Services, July 11, 2019 - Consent Agenda (Approval Request).pdf

<table>
<thead>
<tr>
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<th>Completed By</th>
<th>Response</th>
<th>Response Date</th>
<th>Type</th>
</tr>
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<tr>
<td>0 Enge, Donald Robert</td>
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<td>SUBMITTED</td>
<td>24-JUN-2019</td>
<td></td>
</tr>
<tr>
<td>1 McKee, Stacey Pevzner</td>
<td>McKee, Stacey Pevzner</td>
<td>APPROVE</td>
<td>24-JUN-2019</td>
<td>User Defined</td>
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<tr>
<td>2 Jefferis, Michael J II</td>
<td>Jefferis, Michael J II</td>
<td>APPROVE</td>
<td>25-JUN-2019</td>
<td>User Defined</td>
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The following page(s) contain the backup material for Agenda Item: Approving an increase in allocations for radio frequency identification (RFID) with Bibliotheca, LLC, in the amount of $30,629, for a total contract amount of $551,649.10.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving an increase in allocations for radio frequency identification (RFID) with Bibliotheca, LLC, in the amount of $30,629, for a total contract amount of $551,649.10.

Explanation: On November 20, 2017, City Council approved installation of radio frequency identification (RFID) at the St. Petersburg Libraries. The additional hardware is needed to address service delivery at the Main Library.

The RFID gate at the Main Library will sense the RFID tags for materials and is integral to the functions of both lending materials and mitigating theft of collection materials. The shielded workstations offer additional locations for checking materials in and out. It was projected that more workstations would be required with the original Bibliotheca contract. With this being the first RFID installation, a reasonable number was ordered until it could be determined exactly how many additional stations were needed for accuracy.

The Procurement and Supply Management Department, in cooperation with the Library Department, recommends an increase in allocations utilizing previously appropriated funds for the RFID project:

<table>
<thead>
<tr>
<th>Bibliotheca + 3M (Norcross, GA)</th>
<th>$30,629</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original amount</td>
<td>$521,020.10</td>
</tr>
<tr>
<td>Allocation increase</td>
<td>30,629.00</td>
</tr>
<tr>
<td>Total</td>
<td>$551,649.10</td>
</tr>
</tbody>
</table>

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Recreation & Culture Capital Improvement Fund (3029), Radio Frequency Identification System Project (15110).

Attachments: Resolution
A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $30,629 TO THE ALLOCATION FOR THE BLANKET PURCHASE AGREEMENT WITH BIBLIOTHECA, LLC FOR ADDITIONAL HARDWARE FOR THE ST. PETERSBURG MAIN LIBRARY; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $551,649.10; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 20, 2017, City Council approved the purchase and installation of radio frequency identification (RFID) from Bibliotheca, LLC for the St. Petersburg Libraries at a total contract amount of $521,020.10; and

WHEREAS, an increase in the amount of $30,629 to the allocation for the blanket purchase is needed to purchase additional hardware to address service delivery at the Main Library; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the increase in the amount of $30,629 to the allocation for the Blanket Purchase Agreement with Bibliotheca, LLC for additional hardware for the St. Petersburg Main Library is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $551,649.10.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance

[Signature]
City Attorney (Designee)
General Authorization

Name: Enge, Donald Robert  
Request Date: 21-JUN-2019  
Status: APPROVED

Authorization Request

Subject: 725-49 RFID Tagging system, July 11, 2019 (MM)

Message: Submitted for your approval, please find attached Consent Write-up for 725-49 RFID Tagging system, scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.


<table>
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<td>21-JUN-2019</td>
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<tr>
<td>2 Jefferis, Michael J II</td>
<td>Jefferis, Michael J II</td>
<td>APPROVE</td>
<td>25-JUN-2019</td>
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The following page(s) contain the backup material for Agenda Item: Renewing a blanket purchase agreement with Shen-Line, LLC for Cured-In-Place Stormwater Pipe Rehabilitation Project, in the amount of $325,000, for a total contract amount of $2,679,330 (Engineering Project No.17007-110, Oracle Project Nos.15630 and 16176); and providing an effective date.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Renewing a blanket purchase agreement with Shen-Line, LLC for Cured-In-Place Stormwater Pipe Rehabilitation Project, in the amount of $325,000, for a total contract amount of $2,679,330 (Engineering Project No.17007-110, Oracle Project Nos.15630 and 16176); and providing an effective date.

Explanation: On April 20, 2017, City Council approved a one-year agreement with Shen-Line, LLC, in the amount of $1,364,330, for the Cured-In-Place Stormwater Pipe Rehabilitation Project. The agreement has two, one-year renewal options. The first renewal was approved at the August 2, 2018, Council meeting for $990,000. This is the second and final renewal.

The work under this renewal consists of furnishing all labor, materials, tools, and equipment necessary for stormwater pipe rehabilitation using cured-in-place pipe (CIPP) lining technology. The work will be completed at various locations throughout the City of St. Petersburg’s stormwater service area and will include maintenance of traffic, diversion of stormwater, cleaning/removal and disposal of all sand, silt, rubble, oysters/barnacles and other accumulated debris within pipeline, closed circuit television video (CCTV) inspection of pipeline to be rehabilitated, liner installation, final CCTV inspection after lining installation, testing of the rehabilitated pipe system, project site cleanup and restoration, and all other incidentals as required, and as directed by the engineer to complete the work. The contractor has lined approximately 14,200 feet of stormwater culverts in the current contract period.

The list of anticipated work locations is being developed and is not inclusive and may change as repairs are completed and more damaged pipelines are discovered. However, it represents the kinds of repairs that are anticipated to be assigned. Summer rains help to identify additional culverts needing lining that will be added to the list.

The Procurement and Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends for renewal:

Shen-Line, LLC (Pompano Beach, FL) ..................................................$2,679,330

<table>
<thead>
<tr>
<th></th>
<th>Original contract amount</th>
<th>1st renewal</th>
<th>2nd renewal</th>
<th>Total renewal amount</th>
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<tr>
<td></td>
<td>$1,364,330</td>
<td>.990,000</td>
<td>.325,000</td>
<td>$2,679,330</td>
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<td></td>
<td>FY2017</td>
<td>FY2018</td>
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Shen-Line, LLC has agreed to hold the prices, terms and conditions of Bid No. 6384, dated February 8, 2017. Administration recommends renewal of the agreement based on the vendor’s compliance under the terms of the agreement and expedient completion of projected work. The renewal will be effective through August 4, 2020, with no additional annual renewal option remaining. This work is consistent with the City’s Capital Improvements Project Plan and meets the requirements of the Consent Order.

The original contract was below the $2,000,000 threshold in effect for both the apprentice and disadvantaged worker ordinances. Therefore, the ordinances were not applied to first and second renewals. The living wage ordinance was not approved at the time of the original contract and no SBE goal was set for this project due to the specialized nature of the project.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Citywide Infrastructure Fund (3027), and the Stormwater Drainage Capital Projects Fund (4013), Drainage Line Rehab/Repl FY17 Project (15630), and Drainage Line Rehab/Repl FY19 Project (16176).

Attachments: Resolution
RESOLUTION NO. 2019-_____

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH SHEN-LINE, LLC FOR THE CURED IN PLACE STORMWATER PIPE REHABILITATION PROJECT TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT IN AN AMOUNT NOT TO EXCEED $325,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL AMOUNT FOR THE AGREEMENT SHALL NOT EXCEED $2,679,330; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 20, 2017, City Council approved a one-year agreement ("Agreement") with two one-year renewal options to Shen-Line, LLC for the Cured in Place Stormwater Pipe Rehabilitation Project pursuant to Bid No. 6384 dated February 8, 2017; and

WHEREAS, on August 2, 2018, City Council approved the first amendment to the agreement to extend the term and increase the contract amount in an amount not to exceed $990,000 for the first renewal term; and

WHEREAS, Administration desires to further amend the Agreement to extend the term through August 4, 2020 and increase the contract amount in an amount not to exceed $325,000 for the second renewal term; and

WHEREAS, Shen-Line, LLC has agreed to hold prices firm under the terms and conditions of Bid No. 6384; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Engineering and Capital Improvements Department recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a second amendment to the agreement with Shen-Line, LLC for the Cured in Place Stormwater Pipe Rehabilitation Project to extend the term and increase the contract amount in an amount not to exceed $325,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total amount for the agreement shall not exceed $2,679,330.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00456547
--- City of St. Petersburg Authorization Request ---

**General Authorization**

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<tbody>
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<td>Name:</td>
<td>Enge, Donald Robert</td>
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<tr>
<td>Request Date:</td>
<td>24-JUN-2019</td>
</tr>
<tr>
<td>Status:</td>
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</tr>
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</table>

**Authorization Request**

| Subject: | 913-81 CIPP Stormwater Pipe Rehabilitation |
| Message: | Submitted for your approval, please find attached Consent Write-up for 913-81 Cured-In-Place Stormwater Pipe Rehabilitation (Renewal), scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk’s Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you. |
| Supporting Documentation: | 913-81 Cured-In-Place Stormwater Pipe Rehabilitation (Renewal), July 11, 2019 - Consent Write-up (Approval Request).pdf |

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<td>24-JUN-2019</td>
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The following page(s) contain the backup material for Agenda Item: Approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Vanasse Hangen Brustlin, Inc. (“A/E”), dated June 13, 2018, for A/E to provide subsurface utility engineering services to support water main design for the West Central Streetscape and Water Main Replacement Project, in an amount not to exceed $86,409.02; providing that the total contract amount shall not exceed $1,025,437.05; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date (ECID Project No. 17098-111 and 17098-119, Oracle Nos. 16638 and 15640).
Please scroll down to view the backup material.
TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: A Resolution approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Vanasse Hangen Brustlin, Inc. ("A/E"), dated June 13, 2018, for A/E to provide subsurface utility engineering services to support water main design for the West Central Streetscape and Water Main Replacement Project, in an amount not to exceed $86,409.02; providing that the total contract amount shall not exceed $1,025,437.05; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date (ECID Project No. 17098-111 and 17098-119, Oracle Nos. 16638 and 15640).

EXPLANATION: As part of the economic initiatives for the West Central Avenue Business District, the City is conducting streetscape improvements along Central Avenue between 58th Street and Park Street.

This Project will include an update to the West Central Master Plan through public outreach, develop streetscape construction plans for decorative brick imprint crosswalks at four intersections, replacement of sidewalks, driveways, curb, and curb ramps for ADA compliance, elements for bicycle transportation, landscape medians, replacement of the existing span wire traffic signals to mast arm poles, installation of new street lighting, and replacement of the existing waterline. The Project will advance recommendations consistent with the City’s Complete Streets Implementation Plan with regard to desired operating speeds.

On October 13, 2017, Vanasse Hangen Brustlin, Inc. ("A/E") was selected to perform streetscape and water main replacement along the West Central Business District.

On June 7, 2018, City Council approved an Architect/Engineer Agreement between the City of St Petersburg, Florida and the A/E in the amount of $939,028.03 to provide engineering services. The scope of work included Project Administration, Visioning and Branding, Streetscape and Water main design, and Bidding Services.

During design and utility coordination efforts, multiple conflicts between the existing underground utilities and the proposed water main were identified. Additional subsurface utility engineering services will be performed and provided by the A/E to mitigate any construction impacts and conflicts when installing the new water main.

Amendment No. 1 to the A/E Agreement in the amount of $86,409.02 will provide funding for subsurface utility engineering services to support water main design.

A/E Agreement and Amendment No. 1 includes the following phases and associated not to exceed costs respectively:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Amount</th>
<th>Status</th>
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</thead>
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<td>Visioning and Branding</td>
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<td>Design (90, Final)</td>
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<td>Bidding Services</td>
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</table>

Continued on Page 2
Additional Services                    $50,000.00  (Approved)

$939,028.03

Amendment No. 1  Project Administration     $3,138.00  (New)
Subsurface Utility Engineering            $83,271.02  (New)

$86,409.02

A/E Total                               $1,025,437.05

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

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 the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Vanasse Hangen Brustlin, Inc. ("A/E"), dated June 13, 2018, for A/E to provide subsurface utility engineering services to support water main design for the West Central Streetscape and Water Main Replacement Project, in an amount not to exceed $86,409.02; providing that the total contract amount shall not exceed $1,025,437.05; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (ECID Project No. 17098-111 and 17098-119, Oracle Nos. 16638 and 15640).

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) DIS W Central Main Repl FY18 Project (16638) and the Citywide Infrastructure CIP Fund (3027) West Central Ave Streetscape Project (15640).

ATTACHMENTS: Resolution
               Amended Appendices A, B & C

APPROVALS:

[Signature]  [Signature]
Administrative  Budget
RESOLUTION NO._

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND VANASSE HANGEN BRUSTLIN, INC. (“A/E”) DATED JUNE 13, 2018 FOR A/E TO PROVIDE SUBSURFACE UTILITY ENGINEERING SERVICES TO SUPPORT WATER MAIN DESIGN FOR THE WEST CENTRAL STREETSCAPE AND WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $86,409.02; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $1,025,437.05; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Vanasse Hangen Brustlin, Inc., Inc. (“A/E”) executed an architect/engineering agreement (“Agreement”) on June 13, 2018, for A/E to provide project administration, visioning and branding, streetscape and water main design, and bidding services for the West Central Streetscape and Water Main Replacement Project (“Project”) in an amount not to exceed $939,028.03; and

WHEREAS, the City and A/E desire to amend the Agreement for A/E to provide subsurface utility engineering services to support water main design of the Project in an amount not to exceed $86,409.02.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and Vanasse Hangen Brustlin, Inc. (“A/E”) dated June 13, 2018, for A/E to provide subsurface utility engineering services to support water main design for the West Central Streetscape and Water Main Replacement Project in an amount not to exceed $86,409.02 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $1,025,437.05.

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:

City Attorney (Designee)  
Administration  

00456343
Attachment 1 to Appendix A – Scope of Services

West Central Avenue Streetscape Project
Project Number 17098-119

General Description – Additional Services:

In addition to the services, activities, Deliverables and responsibilities set forth in Appendix A, the A/E shall provide additional services as follows:

TASK 1  Project Administration – Continued Service
A/E will incorporate previous and ongoing coordination for the Subsurface Utility Engineering work (Task 3.5.7.5) within Project Administration Scope.

TASK 3  Construction Documents – Additional Services
3.5  Final Design

3.5.7  Water Main Replacement

3.5.7.5  Subsurface Utility Engineering – The A/E will conduct underground utility investigation in the following areas:

- Designate horizontal position of all utilities detected using electromagnetic and ground penetrating radar equipment in multiple locations throughout the corridor (2,750 LF).
- Designate horizontal locations and vertical elevations for existing utilities crossing the proposed route for the watermain (up to 59 vvh).

Task 3.5.7.5 Deliverables

Utility file in AutoCAD.
<table>
<thead>
<tr>
<th>Task</th>
<th>VHB (PRIME)</th>
<th>Destination Better</th>
<th>Hyatt Surveying</th>
<th>MCSquared</th>
<th>Omni Communications</th>
<th>LABOR FEE TOTAL</th>
<th>EXPENSE TOTAL</th>
<th>ADDITIONAL SERVICES</th>
<th>GRAND TOTAL</th>
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Amended Appendix C
Project Schedule
City of St. Petersburg W Central Avenue Streetscape Project

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<tr>
<td>Topographic Survey</td>
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<td>Stakeholder Meetings</td>
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<td>Public Meeting #1</td>
<td>14</td>
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<tr>
<td>Concept Development</td>
<td>15</td>
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<tr>
<td>Geotechnical Report</td>
<td>15</td>
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<tr>
<td>Utility Designation</td>
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<tr>
<td>Technical Advisory Committee Mtg</td>
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<tr>
<td>Final Concept for Design</td>
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<tr>
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<td>Final Plan Set</td>
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<td>Bid Package</td>
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The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with United Rentals, Inc. for equipment rental, in the amount of $85,000, for a total contract amount of $430,000.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with United Rentals, Inc. for equipment rental, in the amount of $85,000, for a total contract amount of $430,000.

Explanation: On December 3, 2015, City Council approved a blanket purchase agreement for equipment rental, through October 31, 2019. Change order No. 1 was administratively approved on November 19, 2018, in the amount of $25,000. The agreement has one, one-year renewal option. This is the first and final renewal.

This agreement utilizes the National Joint Power Alliance (NJPA) Contract No. 091615-URI. Purchases made under this agreement are in accordance with Section 2-256 (1) of the Procurement Code, which authorizes the Mayor, or his designee, to utilize competitively bid contracts of other governmental entities.

The vendor rents light and heavy equipment including: air compressors, chain saws, compact backhoes, excavators, telescopic lifts, trenchers, generators, pressure washers, hydraulic jackhammers, skid steer loaders, backhoes loaders and motor road graders. In addition, the vendor provides equipment for City projects and events, including: emergency back-up power generators, aerial lift equipment for high efficiency lighting upgrades, and high-volume outdoor air-cooling units that are required when performing maintenance in low air flow locations such as filter basins, aeration basins, and clarifiers. The primary users are Water Resources and the Stormwater, Pavement & Traffic Operations departments.

The Procurement and Supply Management Department recommends approval:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<tr>
<td>Total contract amount</td>
<td>$430,000</td>
</tr>
</tbody>
</table>

The vendor has agreed to renew under the same terms and conditions of National Joint Power Alliance (NJPA) Contract No. 091615-URI, dated October 20, 2015. Administration recommends renewal of the agreement based on the vendor’s past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval, through October 31, 2020, with no renewals remaining.

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

Attachments: Sample of Rental Pricing per NJPA (2 pages) Resolution
<table>
<thead>
<tr>
<th>CAT_CLASS</th>
<th>Equipment Description</th>
<th>2015 NJPA pricing</th>
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<tr>
<td>100-3185</td>
<td>COMPRESSOR 175-195 CFM</td>
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<tr>
<td>100-3200</td>
<td>COMPRESSOR 200-245 CFM DIESEL</td>
<td>Day: $140.86</td>
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<tr>
<td>100-3250</td>
<td>COMPRESSOR 250-345 CFM</td>
<td>Day: $174.66</td>
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<tr>
<td>100-3275</td>
<td>COMPRESSOR 350-450 CFM 150 PSI</td>
<td>Day: $236.64</td>
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<tr>
<td>100-3350</td>
<td>COMPRESSOR 350-395 CFM DIESEL</td>
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<td>100-3380</td>
<td>COMPRESSOR 400-445 CFM DIESEL</td>
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<td>100-3750</td>
<td>COMPRESSOR 750-795 CFM DIESEL</td>
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<td>100-3760</td>
<td>COMPRESSOR 750-795 CFM HIGH PRESSURE</td>
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<td>100-3800</td>
<td>COMPRESSOR 800-845 CFM DIESEL</td>
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<td>100-3900</td>
<td>COMPRESSOR 850-1000 CFM 350 PSI</td>
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<td>COMPRESSOR 850-900 CFM GAS/DIESEL</td>
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<td>COMPRESSOR 1600-1800 CFM IQ</td>
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<td>RIVET BUSTER AIR JUMBO</td>
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<td>BREAKER PAVEMENT AIR 90#</td>
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<td>ROLLER 40-49&quot; VIB SINGLE DRUM SMOO</td>
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### Equipment Description

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A RESOLUTION APPROVING THE RENEWAL OPTION TO THE
AGREEMENT WITH UNITED RENTALS, INC. FOR
EQUIPMENT RENTAL TO EXTEND THE TERM UNTIL
OCTOBER 31, 2020 AND INCREASE THE CONTRACT
AMOUNT IN THE AMOUNT OF $85,000 FOR THIS RENEWAL
TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT
SHALL NOT EXCEED $430,000; AUTHORIZING THE MAYOR
OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS
NECESSARY TO EFFECTUATE THIS TRANSACTION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 15, 2015, City Council approved the award of a three-year
blanket purchase agreement with a one-year renewal option to United Rentals, Inc. for equipment rentals
at a total contract amount of $320,000 through October 31, 2019; and

WHEREAS, on November 19, 2018, Administration approved Change Order No. 1 in the
amount of $25,000; and

WHEREAS, the City desires to exercise the renewal option and to extend the term and
increase the contract amount in the amount of $85,000 for the renewal term through October 31, 2020;

WHEREAS, the United Rentals, Inc. have agreed to renew under the same terms and
conditions of National Joint Power Alliance (NJPA) Contract No. 091615-URI, dated October 2, 2015; and

WHEREAS, the Procurement and 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 renewal option to the blanket purchase agreement with United Rentals, Inc. for equipment
rentals to extend the term until October 31, 2020 and increase the contract amount of $85,000 for this
renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $430,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance

City Attorney (Designee)
00456843
## General Authorization

**Request #** 28394

<table>
<thead>
<tr>
<th>Name</th>
<th>Request Date</th>
<th>Status</th>
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<td>Enge, Donald Robert</td>
<td>24-JUN-2019</td>
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### Authorization Request

**Subject:** 981-00 Equipment Rental, July 11, 2019 -

**Message:** Submitted for your approval, please find attached Consent Write-up for 981-00 Equipment Rental, scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

**Supporting Documentation:** 981-00 Equipment Rental, July 11, 2019 - Consent Write-up (Approval Request).pdf

<table>
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<th>Completed By</th>
<th>Response</th>
<th>Response Date</th>
<th>Type</th>
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<td>24-JUN-2019</td>
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<td>24-JUN-2019</td>
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The following page(s) contain the backup material for Agenda Item: Approving a job order to Caladesi Construction Co. in an amount not to exceed $314,126.42, to install a new metal roof over the existing metal roof at the North Community Library; rescinding unencumbered appropriations in the amount of $46,686.38 from the General Library Imps FY18 Project (16160), $16,313.62 from the General Library Imps FY19 Project (16683), both of which are in the Recreation and Culture Capital Improvement Fund (3029); approving a supplemental appropriation in the amount of $63,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Fund (3029), resulting from the above rescissions to the North Community Roof Replacement Project (Engineering & CID Project No. 18219-019; Oracle No. 16162); and providing an effective date. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a job order to Caladesi Construction Co. in an amount not to exceed $314,126.42, to install a new metal roof over the existing metal roof at the North Community Library; rescinding unencumbered appropriations in the amount of $46,686.38 from the General Library Imps FY18 Project (16160), $16,313.62 from the General Library Imps FY19 Project (16683), both of which are in the Recreation and Culture Capital Improvement Fund (3029); approving a supplemental appropriation in the amount of $63,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Fund (3029), resulting from the above rescissions to the North Community Roof Replacement Project (Engineering & CID Project No. 18219-019; Oracle No. 16162); and providing an effective date.

Explanation: Caladesi Construction Co. is one of five Job Order Contractors approved by City Council on March 15, 2018, to perform Job Order Contracting (JOCs) services for the City. These services include minor construction, facilities maintenance and repairs. Caladesi executed an agreement with the City dated April 25, 2018 to perform Job Order Contracting Services and has provided appropriate licensing, bonding and insurance. Caladesi is very experienced with metal building/roofing construction.

Job Order number ECI-CAL-0005.00 will provide for the installation of a new metal roof over the existing metal roof. A portion of the existing metal roof is original to the building from the late 1970’s and has exceeded its service life. The existing roof has ongoing leaks and further repairs are not cost effective. Installing a new metal roof while leaving the existing metal roof in place reduces the probability of a water intrusion event during construction and it also minimizes the amount of interruptions to the library’s operations.

Job Order Contracting allows the City to issue a job order to the contractor for a definite scope of work as compiled in the Construction Task Catalog developed by The Gordian Group, Inc. The Construction Task Catalog includes pricing of materials, labor, and equipment for performing the items of work. The Task Catalog price does not include overhead and profit. Overhead and profit are included in the contractors’ competitively bid adjustment factor.

The cost of the services to be provided by Caladesi includes the general conditions, mobilization, and typical construction trades that are included in the attached contractor price proposal.

The Procurement and Supply Management Department, in cooperation with the Engineering & Capital Improvements Department, recommends:

Caladesi Construction Co. ................................................................. $314,126.42

This job order is permitted under Section 2-251 (f), Job Order Contracts, of the Procurement Code. All job orders over $50,000 require City Council approval.

City Code 2-269 - 2-274, Small Business Enterprise Assistance Program, requires a goal to be assigned to all construction projects over $50,000. There is no required SBE usage for this project because of the narrow and specialized required scope of work.

Cost/Funding/Assessment Information: A portion of the funding has been previously appropriated. Additional funds will be available after rescinding unencumbered appropriations in the amount of $46,686.38 from the General Library Imps FY18 Project (16160), $16,313.62 from the General Library Imps FY19 Project (16683), both of which are in the Recreation and Culture Capital Improvement Fund (3029); and approving a supplemental appropriation in the amount of $63,000 from the unappropriated balance of the Recreation and Culture Capital Fund (3029), resulting from the above rescissions, to the North Community Roof Replacement Project (Engineering & CID Project No. 18219-019; Oracle No. 16162).

Attachments: Price Proposal (5 pages)
Resolution
Job Order Contract  
Contractor's Price Proposal Summary- CSI

<table>
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<tr>
<th>Work Order #:</th>
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<tr>
<td>Title:</td>
<td>North Community Branch Library Roof Cover</td>
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<tr>
<td>Contractor:</td>
<td>St. Petersburg - Caladesi Construction Company</td>
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<tr>
<td>Proposal Value:</td>
<td>$314,126.42</td>
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<td>Proposal Name:</td>
<td>North Community Branch Library Roof Cover</td>
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<th>From:</th>
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<td>Patrick Green</td>
<td>Contractor Project Manager</td>
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<tr>
<td></td>
<td>$9,884.33</td>
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<td>01 - General Requirements:</td>
<td>$22,889.31</td>
</tr>
<tr>
<td>05 - Metals:</td>
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<tr>
<td>06 - Wood, Plastic, and Composites:</td>
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<td>07 - Thermal And Moisture Protection:</td>
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 Work Order Proposal Total $314,126.42

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 3.15%

[Signature]  
Contractor Project Manager  
6/13/19

Data
Job Order Contract
Contractor's Price Proposal Detail- CSI

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<td>Roof panels for new eave trim, Cut roof panels for access to clip installation, sticky tape</td>
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<td>roof access panel for clips, Drill bits for drilling angle clips at concrete beam, 6&quot; wide</td>
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<tr>
<td></td>
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<td>felt paper at roof huggers, remove and reinstall soffit vents and light fixtures.</td>
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NPP Tasks

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<th>Unit Price</th>
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01 - General Requirements

2 01 22 16 00-0002 EA Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal. $2,782.75

<table>
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User Note: permit allowance

3 01 22 16 00-0002 EA Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal. $11,131.00

<table>
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User Note: as per spec 10000.00 allowance for structurals

4 01 22 20 00-0005 HR Carpenter For tasks not included in the Construction Task Catalog® and as directed by owner only. $4,447.95

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User Note: Working Foreman

5 01 22 20 00-0014 HR Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only. $4,507.61

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Subtotal for 01 - General Requirements: $22,869.31

05 - Metals
Work Order #: ECI-CAL-0005.00  
Title: North Community Branch Library Roof Cover

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Subtotal for 05 - Metals: $49,513.95

06 - Wood, Plastic, and Composites

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## North Community Branch Library Roof Cover

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<td>07 21 16 00-0033</td>
<td>3-1/2&quot; Kraft Faced, R-11 Mineral Wool Flexible Insulation</td>
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<td>$0.72</td>
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<tr>
<td>07 21 16 00-0033</td>
<td>6&quot; Thick, R22.8, 0.5 PCF, Open Cell, Spray Polyurethane Foam Insulation</td>
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<td>07 41 13 00-0032</td>
<td>Architectural 24 Gauge Galvanized Steel Standing Seam Concealed Fastener Roofing</td>
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<td>1'-6&quot; Overhang, 0.019&quot; Thick, Solid Or Vented Aluminum Soffit</td>
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**Subtotal for 06 - Wood, Plastic, and Composites:** $661.19
### 07 - Thermal And Moisture Protection

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<td>24 Gauge Corrugated Steel Siding Panel, Including Fasteners And Painted</td>
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<td>1-1/4&quot; ID x 12&quot; Riser Pipe, 4 LB Lead Pipe Flashing For Roofs, Fits 3/4” Pipe</td>
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**User Note:**

**Subtotal for 07 - Thermal And Moisture Protection:** $231,197.64

**Work Order Proposal Total:** $314,126.42

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal:** 3.15%

---

**Contractor's Price Proposal Detail- CSI**

**Title:** North Community Branch Library Roof Cover

**Work Order #:** ECI-CAL-0005.00

---

6/12/2019
RESOLUTION NO. 2019-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. ECI-CAL-0005.00 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CALADESI CONSTRUCTION CO. ("CONTRACTOR") DATED APRIL 25, 2018 FOR CONTRACTOR TO INSTALL A NEW METAL ROOF OVER THE EXISTING ROOF AT THE NORTH COMMUNITY LIBRARY IN AN AMOUNT NOT TO EXCEED $314,126.42; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF $46,686.38 FROM THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), GENERAL LIBRARY IMPROVEMENTS FY18 PROJECT (16160); RESCINDING AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF $16,313.62 FROM THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), GENERAL LIBRARY IMPROVEMENTS FY19 PROJECT (16683); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $63,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL FUND (3029) RESULTING FROM THE ABOVE RESCISSIONS TO THE NORTH COMMUNITY ROOF REPLACEMENT PROJECT (16162); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Caladesi Construction Co. ("Contractor") entered into an agreement on December 22, 2017, for Contractor to provide job order contracting and other services for the City; and

WHEREAS, Administration desires to issue Job Order No. ECI-CAL-0005.00 for Contractor to install a new metal roof over the existing roof at the North Community Library in an amount not to exceed $314,126.42; and

WHEREAS, funds needed for this project will be available after (i) a rescission in the amount of $46,686.38 from the Recreation and Culture Capital Improvement Fund (3029), General Library Improvements FY18 Project (16160), (ii) a rescission in the amount of $16,313.62 from the Recreation and Culture Capital Improvement Fund (3029), General Library Improvements FY19 Project (16683); and (iii) a supplemental appropriation in the amount of $63,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Fund (3029), resulting from the above rescissions to the North Community Roof Replacement Project (16162).

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 Job Order No. ECI-CAL-0005.00 to the Agreement between the City of St. Petersburg, Florida and Caladesi
Construction Co. ("Contractor") dated December 22, 2017 for Contractor to install a new metal roof over the existing roof at the North Community Library in an amount not to exceed $314,126.42.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the amount of $46,686.38 from the Recreation and Culture Capital Improvement Fund (3029), General Library Improvements FY18 Project (16160) is hereby rescinded.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the amount of $16,313.62 from the Recreation and Culture Capital Improvement Fund (3029), General Library Improvements FY19 Project (16683) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Recreation and Culture Capital Fund (3029), resulting from the above rescissions, the following supplemental appropriation for FY19:

Recreation and Culture Capital Fund (3029)
North Community Roof Replacement Project $63,000

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)

[Signature]
Budget

00456571
## General Authorization

**Request #**: 28347

### Name: Enge, Donald Robert

### Request Date: 24-JUN-2019

### Status: APPROVED

---

### Authorization Request

**Subject**: 910-66 North Community Roof Replacement (Library)

**Message**: Submitted for your approval, please find attached Consent Write-up for 910-66 North Community Roof Replacement (Library), scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

### Supporting Documentation:

- 910-66 North Community Roof Replacement (Library), July 11 2019 - Consent Write-up (Approval Request).pdf

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The following page(s) contain the backup material for Agenda Item: Approving the purchase of a grapple truck from Sun State International Trucks, LLC for the Fleet Management Department, at a total cost of $155,515. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of a grapple truck from Sun State International Trucks, LLC for the Fleet Management Department, at a total cost of $155,515.

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA18-VEH16.0.

The vendor will furnish and deliver one grapple truck equipped with a Cummins B6.7 260hp, with an Allison 3500RDS transmission. The grapple truck will be used by the Parks & Recreation Department’s Forestry Division to remove debris from tree trimming and removal operations. This vehicle is also extremely valuable in various storm situations to conduct debris removal from public rights-of-way throughout the City. This vehicle’s size and use does not allow for, nor meet, the City’s Green Alternative Initiative.

This vehicle has a life expectancy of 6 years and is an addition to the fleet (see attached Price History).

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department, recommends an award utilizing Florida Sheriffs Association Contract No. FSA18-VEH16.0:

Sun State International Trucks, LLC (Tampa)..........$155,515
2019 International MV grapple truck 1 EA @ $155,515

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA18-VEH16.0, effective through September 30, 2019. This purchase is made in accordance with Section 2-256 (3) of the Procurement Code, which authorizes the Mayor, or his designee, to purchase automotive equipment from the Florida Sheriffs Association and Florida Association of Counties negotiated purchase program for vehicles.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Mechanical Costs Division (800-2527).

Attachments: Price History
Image
Resolution
### Price History
070-53 Fleet Vehicle, Grapple Truck (1)

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<th>2018</th>
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<td>2019 International MV. Loader Grapple Truck</td>
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2019 International MV Grapple Truck
RESOLUTION NO. 2019-____

A RESOLUTION APPROVING THE PURCHASE OF A GRAPPLE TRUCK FROM SUN STATE INTERNATIONAL TRUCKS, LLC FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $155,515 UTILIZING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA18-VEH16.0; 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 1 new grapple truck for the Fleet Management Department; and

WHEREAS, pursuant to Section 2-256(3) of the Procurement Code, the City is permitted to purchase automotive equipment from the Florida Sheriffs Association negotiated purchase program for vehicle; and

WHEREAS, Sun State International Trucks, LLC has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA18-VEH16.0; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of a grapple truck from Sun State International Trucks, LLC for the Fleet Management Department at a total cost not to exceed $155,515 utilizing the Florida Sheriffs Association Contract No. FSA18-VEH16.0 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00456592
## General Authorization

**Request #**

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### Name: Enge, Donald Robert

### Request Date: 21-JUN-2019

### Status: APPROVED

---

### Authorization Request

**Subject:** 070-53 Fleet Vehicle, Grapple Truck (1), July 11,

**Message:** Submitted for your approval, please find attached Consent Write-up for 070-53 Fleet Vehicle, Grapple Truck (1) schedule to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

**Supporting Documentation:** 070-53 Fleet Vehicle, Grapple Truck (1), July 11, 2019 - Consent Write-up (Approval Request).pdf

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### Approver Log

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The following page(s) contain the backup material for Agenda Item: Approving the purchase of an aerial articulating truck from Altec Industries, Inc. for the Fleet Management Department, at a total cost of $139,867.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of an aerial articulating truck from Altec Industries, Inc. for the Fleet Management Department, at a total cost of $139,867.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 012418-ALT.

The vendor will furnish and deliver an aerial articulating truck equipped with 6.7L PowerStroke®V8 turbo diesel engine, with a TorqShift® 6-Speed automatic transmission, with a mounted articulating telescopic aerial device. This vehicle will be used for installation and maintenance of traffic signals within City jurisdiction. The size and use of this vehicle does not allow for a greener alternative, as it will require extensive run time while stationary to operate the power take-off (PTO), which drives the aerial device.

This vehicle has a life expectancy of seven years and is replacing a unit that is seven years old (see attached Price History). The unit being replaced will be sold at public auction.

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 012418-ALT:

Altec Industries, Inc. (Birmingham)..............................................................................................................$139,867

2019 Ford Super Duty F-550 chassis with articulating telescopic aerial device   1 EA @  $ 139,687

The vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 012418-ALT, effective through March 14, 2022. This purchase is made in accordance with Section 2-256 (2) of the Procurement Code, which authorizes the Mayor, or his designee, to utilize competitively bid contracts of other governmental entities.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Mechanical Costs Division (800-2527).

Attachments: Price History
Image
Resolution
## Price History
### 70-53 Fleet Vehicle, Truck (1)

<table>
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<tr>
<th>No.</th>
<th>Description</th>
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<th>2018</th>
<th>2019</th>
<th>% Change</th>
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<tr>
<td>1</td>
<td>2019 Ford Super Duty F-550 chassis with articulating telescopic aerial device</td>
<td>--</td>
<td>$123,933.00</td>
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<td>--</td>
<td>$139,867.00</td>
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RESOLUTION NO. 2019-____

A RESOLUTION APPROVING THE PURCHASE OF AN AERIAL ARTICULATING TRUCK FROM ALTEC INDUSTRIES, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $139,867 UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 012418-ALT; 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 1 aerial articulating truck to replace an aerial articulating truck that has reached the end of its economic useful life for the Fleet Management Department; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code, the City is permitted to utilize competitively bid contracts of other governmental agencies; and

WHEREAS, Altec Industries, Inc. has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 012418-ALT; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of an aerial articulating truck from Altec Industries, Inc. for the Fleet Management Department at a total cost not to exceed $139,867 utilizing the National Joint Powers Alliance Contract No. 012418-ALT is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00456591
--- City of St. Petersburg Authorization Request ---

**General Authorization**

**Request #**

28234

**Name:** Enge, Donald Robert

**Request Date:** 21-JUN-2019

**Status:** APPROVED

**Authorization Request**

**Subject:** 070-53 Fleet Vehicle, Truck (1), July 11, 2019

**Message:** Submitted for your approval, please find attached Consent Write-up for 070-53 Fleet Vehicle, Truck (1), scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.

**Supporting Documentation:** 070-53 Fleet Vehicle, Truck (1), July 11, 2019 - Consent Write-up (Approval Request).pdf

**Approver**

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<td>Tankersley, Claude Duval</td>
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**Response**

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**Response Date**

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</table>
The following page(s) contain the backup material for Agenda Item: Approving the purchase of cab and chassis vehicles from Alan Jay Ford Lincoln, Inc. for the Fleet Management Department, at a total cost of $118,269.66. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of cab and chassis vehicles from Alan Jay Ford Lincoln, Inc. for the Fleet Management Department, at a total cost of $118,269.66.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 2019-120716-NAF.

The vendor will furnish and deliver two cab and chassis vehicles equipped with 6.8L 3-Valve SOHC EFI NA V10. One vehicle will have an 84"CA 169" WB (F5G 660A) stake body and one vehicle will have a 60"CA 145" WB (F5G 660A) utility crane body. These vehicles will be equipped with gasoline-powered engines as a greener alternative to diesel fuel. One is a replacement vehicle and one is an addition to the fleet. (See attached Purchase Summary).

These vehicles have a life expectancy of seven years. One vehicle is replacing a stake body unit that is 15 years old. This vehicle is used for transporting and hauling equipment and materials related to traffic and road markings within the City. The additional vehicle, with the utility crane body, will be assigned to Water Resources and will be used for transporting and hauling equipment and materials related to the maintenance of the Southwest Water Treatment Facility. (see attached Price History). The unit being replaced will be sold at public auction.

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department, recommends an award utilizing National Joint Powers Alliance Contract No. 2019-120716-NAF:

Alan Jay Ford Lincoln, Inc. (Sebring)  ................................................................. $118,269.66

2020 Ford Super Duty F-550, stake body, reg cab and chassis  1 EA @  $ 43,017.33
2020 Ford Super Duty F-550, utility crane body, reg cab and chassis  1 EA @  $ 75,252.33

$118,269.66

The vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 2019-120716-NAF, effective through January 17, 2021. 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.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Fleet Mechanical Costs Division (800-2527) and the Water Resource Fund (4001), Southwest WRF Division (420-2181).

Attachments: Purchase Summary
Images
Price History
Resolution
## Vehicle Purchase Summary

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Department</th>
<th>Purpose</th>
<th>Replacement</th>
<th>Age</th>
<th>Service Life</th>
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<tbody>
<tr>
<td>1.</td>
<td>2020 FORD F-550 REGULAR CAB CHASSIS DRW 2WD XL 84&quot;CA 169&quot; WB (F5G 660A) Stake Body</td>
<td>1</td>
<td>SPTO/Traffic Markings</td>
<td>This truck is used for transporting and hauling equipment and materials related traffic and road markings within the City.</td>
<td>Replacement</td>
<td>15</td>
<td>7 Yrs.</td>
</tr>
<tr>
<td>2.</td>
<td>2020 FORD F-550 REGULAR CAB CHASSIS DRW 2WD XL 60&quot;CA 145&quot; WB (F5G 660A) Utility Crane Body</td>
<td>1</td>
<td>Water Resources</td>
<td>This truck is used for transporting and hauling equipment and materials related to the maintenance of the Southwest Water Treatment Facility.</td>
<td>Addition</td>
<td></td>
<td>7 Yrs.</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>2</td>
<td></td>
<td></td>
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</table>
2019 FORD F-550 REGULAR CAB CHASSIS DRW 2WD XL Stake Body.

2019 FORD F-550 REGULAR CAB CHASSIS DRW 2WD XL Utility Crane Body.
Price History
070-53 Fleet Vehicles, Trucks (2),

<table>
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<th>No.</th>
<th>Description</th>
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<th>2018</th>
<th>2019</th>
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<tr>
<td>1</td>
<td>2020 Ford F-550 Reg Cab Chassis, Stake Body</td>
<td>--</td>
<td>$40,611.00</td>
<td>--</td>
<td>--</td>
<td>$43,017.33</td>
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<td>2</td>
<td>2020 Ford F-550 Reg Cab Chassis, Utility Crane Body</td>
<td>$72,571.00</td>
<td>$75,451.00</td>
<td>$81,438.40</td>
<td>$82,565.40</td>
<td>$75,252.33</td>
<td>(9%)</td>
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RESOLUTION NO. 2019-____

A RESOLUTION APPROVING THE PURCHASE OF (2) TWO CAB AND CHASSIS VEHICLES FROM ALAN JAY FORD LINCOLN, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $118,269.66 UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 2019-120716-NAF; 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 1 cab and chassis vehicle to replace a cab and chassis vehicle that has reached the end of its economic useful life and 1 new cab and chassis vehicle for the Fleet Management Department; and

WHEREAS, pursuant to Section 2-256(2) of the Procurement Code, the City is permitted to utilize competitively bid contracts of other governmental agencies; and

WHEREAS, Alan Jay Ford Lincoln, Inc. has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 2019-120716-NAF; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the purchase of (2) two cab and chassis vehicles from Alan Jay Ford Lincoln, Inc. for the Fleet Management Department at a total cost not to exceed $118,269.66 utilizing the National Joint Powers Alliance Contract No. 2019-120716-NAF is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)

00456590
General Authorization

Request #
28246

Name: Enge, Donald Robert
Request Date: 21-JUN-2019
Status: APPROVED

Authorization Request

Subject: 070-53 Fleet Vehicles, Trucks (2), July 11, 2019
Message: Submitted for your approval, please find attached Consent Write-up for 070-53 Fleet Vehicles, Trucks (2), scheduled to go before City Council on July 11, 2019. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me, Don Enge at extension 7030. Thank you.


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<td>2 Tankersley, Claude Duval</td>
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The following page(s) contain the backup material for Agenda Item: A Resolution approving a supplemental appropriation in the amount of $127,500 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the reimbursement payment received from DF St. Pete, LLC d/b/a Doc Ford’s Rum Bar & Grill pursuant to its Lease dated April 20, 2018, as amended, for the design of the tenant improvements to the Pier Approach Project (15377); and providing an effective date.
Please scroll down to view the backup material.
TO: The Honorable Charlie Gerdes, Chair and Members of City Council

FROM: Chris Ballestra, Managing Director of Development

SUBJECT: A Resolution approving a supplemental appropriation in the amount of $127,500 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the reimbursement payment received from DF St. Pete, LLC d/b/a Doc Ford’s Rum Bar & Grill pursuant to its Lease dated April 20, 2018, as amended, for the design of the tenant improvements to the Pier Approach Project (15377); and providing an effective date.

EXPLANATION: The Administration requests a supplemental appropriation in the amount not to exceed $127,500 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the reimbursement payment received from DF St. Pete, LLC d/b/a Doc Ford’s Rum Bar & Grill pursuant to its Lease dated April 20, 2018, as amended, for the design of the tenant improvements to the Pier Approach Project (15377).

RECOMMENDATION: The Administration recommends that City Council adopt the attached Resolution approving a supplemental appropriation in the amount not to exceed $127,500 from the unappropriated balance of the General Capital Improvement Fund (3001); and providing an effective date.

COST/FUNDING INFORMATION: Funding will be available after approval of a supplemental appropriation in the amount of $127,500 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the reimbursement payment received from DF St. Pete, LLC d/b/a Doc Ford’s Rum Bar & Grill pursuant to its Lease dated April 20, 2018, as amended, for the design of the tenant improvements to the Pier Approach Project (15377).

ATTACHMENT: Resolution

APPROVALS:

Administration  Budget
RESOLUTION NO. 2019-

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $127,500 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM THE REIMBURSEMENT PAYMENT RECEIVED FROM DF ST. PETE, LLC D/B/A DOC FORD’S RUM BAR & GRILL PURSUANT TO ITS LEASE DATED APRIL 20, 2018, AS AMENDED, FOR THE DESIGN OF THE TENANT IMPROVEMENTS TO THE PIER APPROACH PROJECT (15377); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and DF ST. PETE, LLC D/B/A/ DOC FORD’S RUM BAR AND GRILL ("Doc Ford’s") entered into a lease agreement on April 20, 2018 ("Lease"), for Doc Ford’s to operate a restaurant on the Premises (as defined in the Lease) and be responsible for the interior build out; and

WHEREAS, the City and Doc Ford’s entered into a First Amendment to Lease Agreement on April 4, 2019 ("First Amendment"); and

WHEREAS, pursuant to the First Amendment, Doc Ford’s must reimburse the City for design costs incurred by the City for design of the interior of the Premises in an amount not to exceed $127,500.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), the following supplemental appropriation for FY 2019:

General Capital Improvement Fund (3001)  
Pier Approach Project (15377)  
$127,500

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)
00457016 FINAL

Administration
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his
designee, to execute a First Amendment to the License Agreement with The Deuces Live, Inc., a
Florida non-profit corporation, providing for an extension of the time of use of the City-owned
property located at approximately 844 & 850 – 22nd Street South, St. Petersburg, until 10:00 p.m.,
Sunday through Thursday, and until 11:00 p.m., Friday and Saturday.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 11, 2019

TO: The Honorable Charles W. Gerdes, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with The Deuces Live, Inc., a Florida non-profit corporation, providing for an extension of the time of use of the City-owned property located at approximately 844 & 850 – 22nd Street South, St. Petersburg, until 10:00 p.m., Sunday through Thursday, and until 11:00 p.m., Friday and Saturday; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Through the adoption of Resolution No. 2018-542, on October 18, 2018, City Council approved a License Agreement with The Deuces Live, Inc. ("Licensee"), a Florida non-profit corporation, for a term of two (2) years ("Term") that provided the Licensee’s use of two (2) unimproved City-owned parcels located at approximately 844 & 850 – 22nd Street South, St. Petersburg ("Property"). The Licensee coordinates and hosts various community events to include, but not be limited to, the Soul on the Deuces block party, community book/health awareness fairs, market venue and athletic registration events, other various block parties ("Scheduled Events"). The Licensee originally provided a cutoff time of 8:00 p.m. on any date of use or for any of the Scheduled Events.

Real Estate and Property Management received a request on June 13, 2019 from the Licensee to extend the cutoff time for the use of the Property while hosting the Scheduled Events. The Licensee desires to extend its use of the Property to allow any of the Scheduled Events until 10:00 p.m., Sunday through Thursday, and until 11:00 p.m., Friday and Saturday.

The Licensee has executed a First Amendment to the License to amend the cutoff time during the specified days, subject to City Council approval.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with The Deuces Live, Inc., a Florida non-profit corporation, providing for an extension of the time of use of the City-owned property located at approximately 844 & 850 – 22nd Street South, St. Petersburg, until 10:00 p.m., Sunday through Thursday, and until 11:00 p.m., Friday and Saturday; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVALS: Administration:  
Budget: N/A  
Legal: (As to consistency w/attached legal documents)
Resolution No. 2019 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH THE DEUCES LIVE, INC., A FLORIDA NON-PROFIT CORPORATION, PROVIDING FOR AN EXTENSION OF THE TIME OF USE OF THE CITY-OWNED PROPERTY LOCATED AT APPROXIMATELY 844 & 850 - 22ND STREET SOUTH, ST. PETERSBURG, UNTIL 10:00 P.M., SUNDAY THROUGH THURSDAY, AND UNTIL 11:00 P.M., FRIDAY AND SATURDAY; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2018-542, on October 18, 2018, City Council approved a License Agreement with The Deuces Live, Inc. ("Licensee"), a Florida non-profit corporation, for a term of two (2) years ("Term") that provided the Licensee’s use of two (2) unimproved City-owned parcels located at approximately 844 & 850 – 22nd Street South, St. Petersburg ("Property"); and

WHEREAS, the Licensee coordinates and hosts various community events to include, but not be limited to, the Soul on the Deuces block party, community book/health awareness fairs, market venue and athletic registration events, other various block parties ("Scheduled Events"); and

WHEREAS, the License originally provided a cutoff time of 8:00 p.m. on any date of use or for any of the Scheduled Events; and

WHEREAS, the Licensee desires to extend its use of the Property to allow any of the Scheduled Events until 10:00 p.m., Sunday through Thursday, and until 11:00 p.m., Friday and Saturday.; and

WHEREAS, the Licensee has executed a First Amendment to the License to amend the cutoff time during the specified days, subject to City Council approval.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is authorized to execute a First Amendment to the License Agreement with The Deuces Live, Inc., a Florida non-profit corporation, providing for an extension of the time of use of the City-owned property located at approximately 844 & 850 – 22nd Street South, St. Petersburg, until 10:00 p.m., Sunday through Thursday, and until 11:00 p.m., Friday and Saturday; 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 Wendler, Director
Real Estate & Property Management
The following page(s) contain the backup material for Agenda Item: Approving the plat of Three Map Estates, generally located at 3555 71st St. N.; setting forth conditions for approval; and providing an effective date. (City File 17-20000011)
Please scroll down to view the backup material.
SAINT PETERSBURG CITY COUNCIL

Meeting of July 11th, 2019

TO: THE HONORABLE CHARLES GERDES, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution approving the plat of Three Map Estates, generally located at 3555 71st Street North. (Our File: 17-2000011)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval of a plat to create three single family lots.

The plat will assemble the lots for redevelopment.

The language in Condition 1 of the resolution clarifies that certain requirements may be completed after the plat is recorded. The language in Condition 2 notes that certain conditions must be met prior to a Certificate of Occupancy.

Attachments: Aerial, Engineering Memorandum dated May 10, 2019, Resolution
RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF THREE MAP ESTATES, GENERALLY LOCATED AT 3555 71ST STREET NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 17-20000011)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Three Map Estates, generally located at 3555 71st Street North, is hereby approved, subject to the following conditions.

1. The applicants shall install the sidewalk along 70th Way North at their sole expense within two (2) years from the date of this approval. The applicants may provide a financial guarantee for this work in order to record the plat in advance of completion.

2. Comply with Engineering conditions in the memorandum dated May 10, 2019, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
Planning & Development Services Dept. Date 6-29-19

[Signature]
City Attorney (Designee) Date 6-23-19
THREE MAP ESTATES
BEING A REPLAT OF THE SOUTH 259 FEET OF THE WEST 232 FEET OF TRACT A, ROSELLI'S REPLAT,
AS RECORDED IN PLAT BOOK 22, PAGE 57 LYING IN SECTION 7, TOWNSHIP 31 SOUTH, RANGE 16 EAST,
CITY OF ST. PETERSBURG, PINELLS COUNTY, FLORIDA.

DEDICATION

The undersigned certify that they are the owners of the tract of land described herein, and do hereby dedicate for public use, the land shown within the dotted lines on the plat, to be known as Three Map Estates, being approximately twenty-five (25) acres more or less, from those sides on the part, which is hereby platted to DEVUL Alcohol Inc., that they dedicate to the public as a non-exclusive strip of utility easements as described herein for the specific, internal purposes of utility, operation and maintenance of utility facilities therein and for no other purposes whatever.

Signed and delivered in the presence of:

Address

Address

ACKNOWLEDGMENT

State of Florida
County of Pinellas

Before me, a Notary Public in and for the State and County aforesaid, duly authorized to act as such, personally appeared Louis A. Rosselli and Michael J. Savant, the persons described in and who executed the instrument described above, and acknowledged before me the execution thereof. In witness whereof, I have hereunto set my hand and official seal at Pinellas County, Florida, this ______ day of ______, 2019.

Helen Public
Notary Public
Commission Expires

LEGAL DESCRIPTION

BEING THE SOUTH 259 FEET OF THE WEST 232 FEET OF TRACT A, ROSELLI'S REPLAT, AS RECORDED IN PLAT BOOK 22, PAGE 57, LYING IN SECTION 7, TOWNSHIP 31 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLS COUNTY, FLORIDA.

SURVEYOR'S NOTES

1. The surveyor responsible and authorizes that this plat is submitted in compliance with the zoning regulations of the City of St. Petersburg, Florida. The surveyor is responsible for the accuracy and completeness of the plat and for his work in connection with the preparation of the plat.

2. The surveyor acknowledges that he has been provided with all necessary information regarding the property and the boundaries thereof.

3. The surveyor attests that he has personally surveyed the property and that the plat submitted is true and correct to the best of his knowledge and belief.

CERIFICATE OF APPROVAL BY CITY OF ST. PETERSBURG

Buck M. T. Moss, Mayor

CITY OF ST. PETERSBURG
APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLS COUNTY, FLORIDA, THIS ______ day of ______, 2019.

CERIFICATE OF APPROVAL OF COUNTY CLERK

County of Pinellas

WILLIAM L. McGOBBY

Clerk

COUNTY CLERK
APPROVED BY THE COUNTY CLERK OF THE CITY OF ST. PETERSBURG, PINELLS COUNTY, FLORIDA, THIS ______ day of ______, 2019.

CERIFICATE OF APPROVAL OF THE CITY SURVEYOR:

Surveyor's Certificate

Surveyor's Certificate

 NOTICE:

SHEET 1 OF 3

REVISED DATE: 3/20/19
THREE MAP ESTATES
BEING A REplat OF THE SOUTH 259 FEET OF THE WEST 232 FEET OF TRACT A, ROSSELLI’S REplat,
AS REcordED IN PLAT BOOK 22, PAGE 57 Lying IN SECTION 7, TOWNSHIP 31 SOUTH, RANGE 16 EAST,
CITY OF ST. PETERSBURG, PINELLS COUNTY, FLORIDA.
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Iris Winn, Administrative Clerk
Jennifer Bryla, Planning & Development Services Zoning Official, Development Services
Kathryn A. Younkin, Subdivision Coordinator, Planning and Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: May 10, 2019

SUBJECT: Final Plat – Three Map Estates (was S & S Estates)

FILE: 17-20000011 R4 Final Plat

LOCATION: 3555 71st Street North
PIN: 07/31/16/77112/000/0012
ATLAS: Q-20
PROJECT: Final Plat
REQUEST: Approval of S & S Estates – Final Plat, Revision to show 20-foot public utility easement.

The Engineering Department has the following Special Conditions and Standard comments regarding the proposed final plat:

SPECIAL CONDITIONS OF APPROVAL:
1. Upon development of the lots, the applicant is required to construct a public sanitary sewer main extension to provide sanitary sewer service to all three lots. Each lot must be provided with an individual sanitary sewer service lateral and all construction shall be performed per current City Engineering Standards and Specifications by and at the sole expense of the developer/applicant. The applicant must submit a sanitary sewer extension plan and profile designed & signed and sealed by a professional engineer licensed in the State of Florida for City Engineering review/approval and the developer must obtain a City Engineering right of way permit and an FDEP permit prior to initiating construction of the wastewater collection system. The right of way permit should be obtained prior to the release of construction permits for the lots and the work to complete and certify the sanitary sewer system must be completed prior to the issuance of a temporary or final Certificate of Occupancy for any of the proposed lots.

2. The 20-foot wide Public Utility Easement currently shown parallel and directly adjacent to the eastern plat boundary must be dedicated by the final plat.

3. The applicant is required to provide potable water service to each proposed lot if not existing. The City shall install necessary potable water services (up to and including the necessary meter and backflow prevention device) as required to service the proposed lots at the expense of the applicant/property owner.

4. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Within the NS zoning district sidewalks are required
on the west side of 70th Way North. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

5. Per land development code 16.40.140.4.6 (9), habitable floor elevations must be set per building code requirements to at least two foot above the FEMA elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum.

6. A Right of Way work permit issued by the City Engineering Department must be obtained prior to the commencement of construction within dedicated right-of-way or public easement (sanitary sewer main extension and sidewalk construction). Residential driveway apron permits are issued through the City’s Construction Services and Permitting division at the time of building permit issuance. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed by and at the applicant’s expense in accordance with the standards, specifications, and policies adopted by the City. Contact Martha.Hegenbarth@stpete.org for Right of Way Permit application information.

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

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

Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from a proposed service or an increase in projected flow) as required to provide connection to a public collection system of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the City’s Wastewater Tracking Form (available upon request from the City Engineering department, phone 727-893-7238). If an increase in flow of over 3000 gpd is proposed, the ADF information will be forwarded to the City Water
Resources department for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the proposed civil utility connection plan, 1) a completed Wastewater Tracking form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public conveyance system is found insufficient, the conveyance system must be upgraded to provide adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City's Water Resources department for system analysis of main sizes 10” and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

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

The project Engineer will be required to develop a site specific Maintenance of Traffic plan in compliance with FDOT “Uniform Traffic Control Devices for Streets and Highways” and “Roadways and Traffic Design Standards” for City approval prior to initiating construction. The plan shall provide for pedestrian and vehicular safety during the construction process and shall minimize the use of the public right of way for construction purposes. Approval of proposed roadway travel lane closures is discouraged and will be at the discretion of the City's Engineering director pending receipt of adequate justification. The Maintenance of Traffic plan shall be prepared in compliance with City Engineering's “Maintenance of Traffic Plan Requirements”, available upon request from the City Engineering & Capital Improvements department. Proposed use of on-street public parking spaces for construction purposes must receive prior approval from the City's Transportation and Parking Management division. Refer to the City's “Parking Meter Removal & Space Rental Policy During Construction” procedure, available upon request from the City Transportation and Parking Management department. Redevelopment within this site shall be coordinated as may be necessary to facilitate any City Capital Improvement projects in the vicinity of this site which occur during the time of construction.

Development and redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030 if applicable. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10 year 1 hour design storm. It is noted that a residential subdivision with no more than 4 lots is exempt from compliance with the City’s Drainage and Surface Water Management Ordinance.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.
Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer’s Self Certification to FDEP if applicable.

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

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

NED/MIR:jw

pc: Kelly Donnelly
    Reading File
    Correspondence File
    Subdivision File – Roselli’s Replat Tract A
The following page(s) contain the backup material for Agenda Item: Approving issuance of the historic property ad valorem tax exemption for the following property and forwarding to the Pinellas County Board of County Commissioners. (A) The Fritzius Residence located at 823 10th Street. (City File AVT 18-90400004)
Please scroll down to view the backup material.
CITY OF ST. PETERSBURG CITY COUNCIL
CONSENT AGENDA
MEETING OF JULY 11, 2019

TO: The Honorable Charlie Gerdes, Chair, and Members of City Council
SUBJECT: Review of City File 18-90400004, Ad Valorem Property Tax Exemption Application for the property at 823 10th Avenue South, a contributing resource to the Roser Park Local Historic District.

BACKGROUND: In 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on certain improvements to eligible historic properties. The City of St. Petersburg adopted this amendment (section 16.30.070.4) on July 21, 1994, giving the City’s historic property owners a strong financial incentive to preserve and sensitively improve buildings of architectural and historical significance. The ad valorem tax exemption was subsequently adopted by Pinellas County in 1996 as part of intergovernmental coordination efforts, authorizing certain county-wide exemptions to make the overall incentive even more appealing.

In St. Petersburg today, this incentive program allows for the exemption of up to 100 percent of the resulting assessed value of “qualifying improvements” to “eligible” historic properties. An eligible historic property in the City of St. Petersburg is defined as real property that is:

- Designated as a local historic landmark or part of a multiple property landmark in the St. Petersburg Register of Historic Places;
- Contributing to a local historic district listed in the St. Petersburg Register of Historic Places;
- Individually listed in the National Register of Historic Places;
- Contributing property in a historic district listed in the National Register of Historic Places; or
- Proposed for listing as an individual or contributing resource on either register.

Qualifying improvements must be appropriate to the historic architectural character of a resource in accordance with recognized standards of preservation, restoration, or rehabilitation, as guided by City Code criteria, the St. Petersburg Design Guidelines for Historic Properties, and the Secretary of the Interior’s Standards for the Treatment of Historic Properties. Applicants generally have two (2) years to complete the qualifying improvements, which must be supported by detailed expense accounting. Working closely with the property owner, City staff provides valuable technical assistance, performs site inspections, and prepares the application documents for review and approval by the St. Petersburg City Council, the Pinellas Board of County Commissioners, and the Pinellas County Property Appraiser. The latter performs the final assessment of the property to determine the resulting ad valorem tax exemption, if any, and potential tax savings that is applied for the 10-year period. Nearly every applicant participating in
the program since its beginning has realized some tax savings, and the exemption automatically transfers to future property owners during the exemption period.

The ad valorem tax exemption process requires that the owner(s) submit a Part 1 — Preconstruction Application package prior to initiating any qualifying improvements. A Certificate of Appropriateness application is required at this stage to document and evaluate the rehabilitation work, along with other required paperwork, as necessary. Qualifying improvements to the property must equal or exceed 10 percent of its assessed value based on the year the Part 1 application is approved.

When the approved work is completed, the property owner(s) submits a Part 2 – Post-construction Request for Review of Completed Work Application, which includes a table of expenses, changes to the scope of work, if any, that were approved by City Historic Preservation staff during the construction, and an on-site inspection by City Historic Preservation staff. Extensions up to one year may be authorized by the City.

In addition, certain procedural requirements are necessary, as follows:

1) A covenant, in the form which has been approved by the City Attorney, must be executed by the property owner before an exemption can be approved by the City Council. The covenant provides that the property owner shall maintain and repair the property so as to preserve and maintain the historic architectural qualities or historical or archaeological integrity of the qualifying property for which an exemption is granted;

2) If the exemption is granted, the property owner shall record the covenant with the Pinellas County Clerk of the Circuit Court prior to the effective date of the exemption. The covenant shall be binding on the property owner, transferees, and their heirs, successors or assigns. The applicant shall provide a certified copy of the recorded covenant to the POD within 120 days of the City Council approval of the exemption, or said approval by City Council shall be made null and void. If the property changes ownership during the exemption period, the requirements of the covenant are transferred to the new owner;

3) As part of City Council approval, a resolution will be passed and the exemption will be valid for a period of up to ten years;

4) The City Council approval will be forwarded to the Pinellas County Board of County Commissioners for its approval in order to qualify for an exemption to the County ad valorem tax, as well; and

5) The Pinellas County Property Appraiser will reassess the subject property according to the improvements made and its market value for each given year.

EXPLANATION: One individual property report, resolution, and ad valorem tax exemption covenant is attached; each has been determined by staff to meet all requirements for the ad valorem tax exemption as outlined in City Code, Section 16.30.070.4.
RECOMMENDATION: Staff recommends APPROVAL of the attached RESOLUTION and ad valorem tax exemption COVENANT. The form of the joint City of St. Petersburg and Pinellas County covenant showing the rights, obligations, and responsibilities of the property owner, City and County has been provided in lieu of individual covenants for each property.

EXEMPTION IMPACTS: The property owner seeking an ad valorem tax exemption paid pre-rehabilitation taxes totaling approximately $2,834. They will continue to pay this amount overall – and any inflationary increases, or tax adjustments – during the life of the exemption. Based on the tax exemptions granted since 2016 since the cap was removed, the combined city/county tax savings averages at $1,122 per year for residential properties and $1,836 per year for commercial/multi-family properties. The tax exemptions range from a minimum of $44 a year to a maximum of $3,560 a year.

<table>
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<tr>
<th>Property Address/File No.</th>
<th>Pre-construction (2018) Assessed Value</th>
<th>Pre-construction Tax Basis</th>
<th>Qualifying Rehab Costs</th>
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<tr>
<td>823 10th Ave. S. /18-904000004</td>
<td>$126,827</td>
<td>$2,834</td>
<td>$195,710.72</td>
</tr>
</tbody>
</table>

ATTACHMENTS: Staff Report, Covenant, and Resolution for one historic property.

APPROVALS: Administrative: 

Budget: 

Legal:
City of St. Petersburg and Pinellas County
HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the ___ day of __________, 2019, by CHRISTOPHER FRITZIUS, (hereinafter referred to as the “Owner”), and in favor of CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 823 10th Avenue South, St. Petersburg, Florida, (hereinafter, the “Property”), also known as the Matthews Property, which is owned in fee simple by the Owner. The Property is a contributing property to the Round Lake Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the local designation report for the Property are: ( ) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

CHICAGO SUB NO. 2 BLK 7, LOT 8

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owner, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2019, to December 31, 2028:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the “Local Historic Preservation Office”), the address for which is:

City of St. Petersburg
Urban Planning and Historic Preservation Division
Planning and Development Services
PO Box 2842
St. Petersburg, Florida 33731
(727) 892-5451

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owner agrees that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In accordance with City Code Section 16.30.070.4.F.7, the City Council shall hold a public hearing to determine whether the exemption shall be revoked. The Local Historic Preservation Office will provide written notice of such proceedings to the owner at least ten days before the public hearing. If the City Council determines that the Property is no longer eligible for tax exemption, the Local Historic Preservation Office will notify the Owner and the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

Witness Signature

Printed or typed name of Witness

Date

Witness Signature

Printed or typed name of witness

Date

OWNER

CHRISTOPHER FRITZIUS

By:

Owner Signature

Printed or typed name of Owner

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2019, by Christopher Friztius, in his capacity as Owner of 823 10th Avenue South, who is personally known to me, or has provided ___________________________ as identification.

(Notary Stamp)

(Notary Signature)

Commission expires:
WITNESSES

Witness Signature
Printed or Typed Name of Witness
Witness Signature
Printed or Typed Name of Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of ____________, A.D. 2019, by Kanika Tomalin and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: __________________________________________

APPROVED AS TO FORM:

(Notary Signature)
Commission Expires:

City Attorney (Designee)
By: __________________________________________

ATTEST:
KENNETH BURKE, CLERK

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners,

By: __________________________________________
Chairman

(Affix Seal)
City of St. Petersburg and Pinellas County
HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the ___ day of ___________, 2019, by

CHRISTOPHER FRITZIUS, (hereinafter referred to as the “Owner”), and in favor of

CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and

PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and

severally, for the purpose of the restoration, renovation or rehabilitation of a certain

property located at 823 10th Avenue South, St. Petersburg, Florida, (hereinafter, the

“Property”), also known as the Matthews Property, which is owned in fee simple by the

Owner. The Property is a contributing property to the Round Lake Historic District listed

in the National Register of Historic Places. The areas of significance of this Property, as

identified in the local designation report for the Property are: (x) architecture, (x) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following

described site:

CHICAGO SUB NO. 2 BLK 7, LOT 8

In consideration of the historic preservation property tax exemptions granted by
the City and the County resulting from the restoration, renovation, or rehabilitation of the
Property by the Owner, the Owner hereby agrees to the following for the period of the tax
exemption, which is from January 1, 2019, to December 31, 2028:

1. The Owner agrees to assume the cost of the continued maintenance and repair
of said Property so as to preserve the architectural, historical, or archaeological integrity
of the same in order to protect and enhance those qualities that made the Property eligible
for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the
Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the "Local Historic Preservation Office"), the address for which is:

City of St. Petersburg  
Urban Planning and Historic Preservation Division  
Planning and Development Services  
PO Box 2842  
St. Petersburg, Florida 33731  
(727) 892-5451

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owner agrees that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In accordance with City Code Section 16.30.070.4.F.7, the City Council shall hold a public hearing to determine whether the exemption shall be revoked. The Local Historic Preservation Office will provide written notice of such proceedings to the owner at least ten days before the public hearing. If the City Council determines that the Property is no longer eligible for tax exemption, the Local Historic Preservation Office will notify the Owner and the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

Witness Signature

Printed or typed name of Witness

Date

Witness Signature

Printed or typed name of witness

Date

OWNER

CHRISTOPHER FRITZIUS

By:

Owner Signature

Printed or typed name of Owner

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 2019, by Christopher Fritzius, in his capacity as Owner of 823 10th Avenue South, who is personally known to me, or has provided ______________________ as identification.

(Notary Stamp)

(Notary Signature)
Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ___ day of __________, A.D. 2019, by Kanika Tomalin and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: Michael Demo

ATTEST:
KENNETH BURKE, CLERK

By: Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG,
FLORIDA

By: __________________________
Kanika Tomalin, City Administrator

ATTEST:

By: __________________________
Chandrahasa Srinivasa, City Clerk

(Affix Seal)

(Notary Signature)
Commission Expires:

APPROVED AS TO FORM:

City Attorney (Designee)
By: __________________________

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners,

By: __________________________
Chairman
City of St. Petersburg and Pinellas County
HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This Covenant is made the ___ day of __________, 2019, by
CHRISTOPHER FRITZIUS, (hereinafter referred to as the “Owner”), and in favor of
CITY OF ST. PETERSBURG, FLORIDA (hereinafter referred to as “City”) and
PINELLAS COUNTY, FLORIDA (hereinafter referred to as “County”), jointly and
severally, for the purpose of the restoration, renovation or rehabilitation of a certain
property located at 823 10th Avenue South, St. Petersburg, Florida, (hereinafter, the
“Property”), also known as the Matthews Property, which is owned in fee simple by the
Owner. The Property is a contributing property to the Round Lake Historic District listed
in the National Register of Historic Places. The areas of significance of this Property, as
identified in the local designation report for the Property are: ( x ) architecture, ( x )
history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following
described site:

CHICAGO SUB NO. 2 BLK 7, LOT 8

In consideration of the historic preservation property tax exemptions granted by
the City and the County resulting from the restoration, renovation, or rehabilitation of the
Property by the Owner, the Owner hereby agrees to the following for the period of the tax
exemption, which is from January 1, 2019, to December 31, 2028:

1. The Owner agrees to assume the cost of the continued maintenance and repair
of said Property so as to preserve the architectural, historical, or archaeological integrity
of the same in order to protect and enhance those qualities that made the Property eligible
for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the
Property without prior written permission of the City of St. Petersburg Urban Planning
and Historic Preservation Division (or successor agency thereto) (herein, the "Local Historic Preservation Office"), the address for which is:

City of St. Petersburg  
Urban Planning and Historic Preservation Division  
Planning and Development Services  
PO Box 2842  
St. Petersburg, Florida 33731  
(727) 892-5451

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owner agrees that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.
6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In accordance with City Code Section 16.30.070.4.F.7, the City Council shall hold a public hearing to determine whether the exemption shall be revoked. The Local Historic Preservation Office will provide written notice of such proceedings to the owner at least ten days before the public hearing. If the City Council determines that the Property is no longer eligible for tax exemption, the Local Historic Preservation Office will notify the Owner and the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.
8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.
WITNESSES

Witness Signature

Printed or typed name of Witness

Date

Witness Signature

Printed or typed name of Witness

Date

OWNER

CHRISTOPHER FRITZIUS
By:

Owner Signature

Printed or typed name of Owner

Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of________, 2019, by Christopher Fritzius, in his capacity as Owner of 823 10th Avenue South, who is personally known to me, or has provided __________________ as identification.

(Notary Stamp)

(Notary Signature)
Commission expires:
WITNESSES

Witness Signature

Printed or Typed Name of Witness

Witness Signature

Printed or Typed Name of Witness

STATE OF FLORIDA  )
COUNTY OF PINELLAS  )

The foregoing instrument was acknowledged before me this _____ day of ____________, A.D. 2019, by Kanika Tomalin and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

APPROVED AS TO CONTENT:

[Signature]

City Attorney (Designee)

By: [Signature]

ATTEST:
KENNETH BURKE, CLERK

By: [Signature]

Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

CITY OF ST. PETERSBURG,
FLORIDA

By: ____________________________
Kanika Tomalin, City Administrator

ATTEST:

By: ____________________________
Chandrahasa Srinivasa, City Clerk

(Affix Seal)

(Notary Signature)
Commission Expires:

APPROVED AS TO FORM:

[Signature]

City Attorney (Designee)

By: [Signature]

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners,

By: [Signature]

Chairman
RESOLUTION NO. ___

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THE AD VALOREM TAX EXEMPTION FOR THE PROPERTY LOCATED AT 823 10TH AVENUE SOUTH, A CONTRIBUTING PROPERTY TO THE ROSER PARK LOCAL HISTORIC DISTRICT LISTED IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES; RECOMMENDING THAT THE PINellas COUNTY BOARD OF COMMISSIONERS APPROVE AN EXEMPTION TO THE COUNTY AD VALOREM TAX; APPROVING EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on improvements to designated historic properties and the City of St. Petersburg adopted this amendment (Section 16.30.070.4 of the City Code) on July 21, 1994, giving its residents financial incentives to preserve the City's historical resources. This incentive was strengthened in January 1996, when Pinellas County adopted this ad valorem tax exemption amendment; and

WHEREAS, the property at 823 10th Avenue South, a contributing resource to the Roser Park Local Historic District listed in the St. Petersburg Register of Historic Places, and described as below (herein, the "Property"), which according to public record is presently owned by Christopher Fritzius:

CHICAGO SUB NO. 2 BLK 7, LOT 8

WHEREAS, the City Council, on September 20, 2018, approved the expansion of the Roser Park Local Historic District (HPC 18-90300007) listed in the St. Petersburg Register of Historic Places; and

WHEREAS, Planning and Development Services staff approved the Part I ad valorem tax exemption application (AVT 18-90400004) on May 30, 2018; and

WHEREAS, the attached staff report and historic preservation covenant demonstrate that the renovation work on the Property meets all the criteria for issuing the exemption as described both in Section
16.30.070.4 of the City Code and Section 196.1997 of the Florida Statutes; and

WHEREAS, the Property does not meet the conditions set forth in City Code Section 16.30.070.4(E), *Ad Valorem Tax Exemptions for Historic Properties Open to the Public*; and

WHEREAS, the tax exemption shall be for a period of ten (10) years which is from January 1, 2019, to December 31, 2028.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida approves the ad valorem tax exemption for the Property, a contributing property to the Roser Park Local Historic District listed in the St. Petersburg Register of Historic Places, as consistent with local and state law subject to receipt of a certified copy of the recorded covenant within 120 days of City Council approval or said approval shall be void; approves execution of the historic preservation tax exemption covenant on behalf of the City; and recommends that the Pinellas County Board of County Commissioners approve the exemption to the County ad valorem taxes as well.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 11th day of July 2019.

Charlie Gerdes Chair-Councilmember
Presiding Officer of the City Council

ATTEST:
Chandrahasa Srinivasa, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

PLANNING AND DEVELOPMENT SERVICES

CITY ATTORNEY (DESIGNEE)
Property Address: 823 10th Avenue South

Designation Type/Date: Contributing property to the Roser Park Local Historic District (HPC 87-01), as expanded September 2018 (HPC 18-90300007)

Request: Approval of Historic Property Ad Valorem Tax Exemption Part II: Request for Review of Completed Work

Recommendation: Administration recommends APPROVAL of the Historic Property Ad Valorem Tax Exemption for the Fritzius Residence at 823 10th Avenue South
General Eligibility Requirements

The subject property is designated as a contributing property to the Roser Park Local Historic District as the result of an owner-initiated request for the expansion of the district (HPC 18-90300007). As such, the subject property is categorized as a “qualifying property” for the historic rehabilitation ad valorem tax (AVT) exemption for historic properties established by City Code Chapter 16, sub-Section 16.30.070.4. The applicant has met all procedural, technical, and financial requirements set forth in City Code. The applicant was approved for the Part 1 Preconstruction Application of the AVT exemption on May 30, 2018, prior to beginning the applicable improvements. The Part 2 Request for Review of Completed Work Application was submitted in January 2019.

To be eligible for the AVT exemption, City Code Chapter 16, sub-Section 16.30.070.4 requires expenses of at least ten percent (10%) of the assessed property value to be spent on “qualifying improvements,” which generally includes labor, materials, and certain construction administration costs for improving the condition of the historic property that are determined by staff to be sympathetic to the architectural and/or historical integrity of the subject property. Per City Code, qualifying improvements do not include improvements that are not compatible with the historic character of the subject property.

For the purposes of this AVT exemption case, the assessed value of the subject property is based on the Pinellas County Property Appraiser assessed property value for the year 2018, which was $126,827. The applicant has preliminarily documented $195,710.72 in qualified improvement expenses for the rehabilitation of the building, which is 154 percent of the assessed value.

Fiscal Impact of Ad Valorem Tax Exemption

For the 2018 assessment, the subject property owner paid ad valorem taxes of $2,834.43, representing the approximate pre-improvement tax obligation, plus inflationary increases, that will continue to be due annually during the ten-year AVT exemption period. The actual AVT exemption will apply only to the increase in taxes resulting from the qualifying rehabilitation. This will be based on the resulting increase (or decrease) in market value of the subject property as determined by the Pinellas County Property Appraiser who will re-assesses the rehabilitated property, as well as the qualified improvements, once approved by the City Council of St. Petersburg and the Board of Pinellas County Commissioners.

Since 12.129 mills (6.755 City, 5.374 County) of the total 2018 millage rate are applicable to ad valorem exemptions for historic properties, qualified property owners would save approximately $121.23 for every $10,000.00 of qualifying market value increase, with no set cap on qualifying expenses or qualifying market value increases. The actual tax exemption captured will be based on market value, which is determined based on industry appraisal formulas. The dollar amount of this exemption, therefore, cannot be predetermined by historic preservation staff.
<table>
<thead>
<tr>
<th>Property Address/File No.</th>
<th>Pre-construction (2018) Assessed Value</th>
<th>Pre-construction Tax Basis</th>
<th>Qualifying Rehab Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>823 10th Ave. S. / 18-90400004</td>
<td>$126,827</td>
<td>$2,834</td>
<td>$195,710.72</td>
</tr>
</tbody>
</table>

**Compliance with Secretary of Interior’s Standards for Historic Preservation**

According to City Code Chapter 16, sub-Section 16.30.070.4, improvements to historic properties for which ad valorem tax exemption is sought must apply for, and comply with the City’s Certificate of Appropriateness requirements and the Design Guidelines for Historic Properties, as well as, the U.S. Secretary of the Interior’s Standards for Rehabilitation. Based upon a review of the overall application, the completed work has been determined by staff to be in compliance with these requirements. The table below provides a general overview of the major completed improvements to the subject property which were determined to be eligible for the exemption. Photographs of noteworthy rehabilitation improvements are referenced in the table and found in Appendix A.

<table>
<thead>
<tr>
<th>Feature No. (per Preconstruction Application)</th>
<th>Eligible Improvement or Cost</th>
<th>Post-Construction Photo Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Restoration of existing wood windows</td>
<td>1, 2, 3, 4</td>
</tr>
<tr>
<td>2</td>
<td>Plumbing</td>
<td>n/a</td>
</tr>
<tr>
<td>2</td>
<td>Electrical</td>
<td>n/a</td>
</tr>
<tr>
<td>2</td>
<td>HVAC</td>
<td>n/a</td>
</tr>
<tr>
<td>2</td>
<td>Interior walls/ceiling</td>
<td>5, 7, 8, 12, 13, 14</td>
</tr>
<tr>
<td>3</td>
<td>Chimney cap</td>
<td>n/a</td>
</tr>
<tr>
<td>3</td>
<td>Rafter ends</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>Interior chimney stack</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>Staircase</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>Front Porch</td>
<td>9, 10</td>
</tr>
<tr>
<td>6</td>
<td>Exterior siding</td>
<td>1, 2, 4, 10, 11</td>
</tr>
<tr>
<td>7</td>
<td>Interior flooring</td>
<td>12</td>
</tr>
<tr>
<td>7</td>
<td>Interior doors</td>
<td>13, 14</td>
</tr>
</tbody>
</table>
Appendix A: Post-Construction Photographs

Figure 1: façade (south elevation) of property at 823 10th Ave. S., post-construction

Figure 2: Typical restored windows at newly-reopened front porch
Figure 3: Typical restored windows from living room interior

Figure 4: Rear (north elevation)
Figure 5: Upper level interior, showing restored windows and walls with lofted ceiling

Figure 6: Restored and sistered rafter ends at opened cornice, porch column
Figure 7: Chimney stack from interior, second floor interior

Figure 8: Interior staircase
Figure 9: Column and rafter ends revealed by removal of porch enclosure

Figure 10: Opened porch
Figure 11: Original and replacement wood siding following removal of vinyl

Figure 12: Typical restored interior flooring
Figure 13: Typical restored interior door

Figure 14: Typical restored interior door hardware
<table>
<thead>
<tr>
<th>Property Name</th>
<th>Address</th>
<th>Year</th>
<th>Class Number</th>
<th>Case Number</th>
<th>District</th>
<th>Property Value</th>
<th>Pre-Construction Cost</th>
<th>% of Assessed Construction Cost</th>
<th>Pre-Construction Assessment Value</th>
<th>Portion of Pre-Construction Assessment Value</th>
<th>2019 Proposed AVT Extration</th>
<th>Factors affecting existing current AVT Extra.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property 1</td>
<td>123 Main St</td>
<td>2019</td>
<td>123456789</td>
<td>A123456789</td>
<td>ABC</td>
<td>$1,234,567</td>
<td>$234,567</td>
<td>12%</td>
<td>$234,567</td>
<td>12%</td>
<td>$234,567</td>
<td>10%</td>
</tr>
<tr>
<td>Property 2</td>
<td>234 Sunset Ave</td>
<td>2020</td>
<td>987654321</td>
<td>123456789</td>
<td>XYZ</td>
<td>$321,654</td>
<td>$456,789</td>
<td>15%</td>
<td>$456,789</td>
<td>15%</td>
<td>$456,789</td>
<td>12%</td>
</tr>
<tr>
<td>Property 3</td>
<td>345 Ocean Dr</td>
<td>2021</td>
<td>876543210</td>
<td>987654321</td>
<td>PQR</td>
<td>$543,210</td>
<td>$654,321</td>
<td>20%</td>
<td>$654,321</td>
<td>20%</td>
<td>$654,321</td>
<td>18%</td>
</tr>
</tbody>
</table>

2019 AD VALOREM TAX EXTRACTION FOR HISTORIC PROPERTIES SUMMARY TABLE

- **Active AVT Exemptions (2009-2015)**: With $10,000 Residential Cap and $5,000 Commercial Cap
- **Provisional AVT Exemption**
<table>
<thead>
<tr>
<th>Property Name</th>
<th>Case Number</th>
<th>Class</th>
<th>Description</th>
<th>Location</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**2019 AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE**
<table>
<thead>
<tr>
<th>Property Name</th>
<th>Address</th>
<th>Year</th>
<th>Case Number</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smith House</td>
<td>123 Main St</td>
<td>2021</td>
<td>A123</td>
<td>D05</td>
</tr>
<tr>
<td>Jones Ranch</td>
<td>456 Oak Ave</td>
<td>2022</td>
<td>B456</td>
<td>D07</td>
</tr>
<tr>
<td>Clark Castle</td>
<td>789 Pine Dr</td>
<td>2023</td>
<td>C789</td>
<td>D09</td>
</tr>
</tbody>
</table>

For additional information, please refer to the property records maintained by the local government.
<table>
<thead>
<tr>
<th>Case Number</th>
<th>Address</th>
<th>Year</th>
<th>Tax District</th>
<th>Assessor Code</th>
<th>% of Assessed Value</th>
<th>Pre-Construction</th>
<th>Tax Basis</th>
<th>Computerized Class</th>
<th>Fair Market Value</th>
<th>Current Year Tax</th>
<th>Additions/Deletions</th>
<th>Property Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>0000000101</td>
<td>689 West Ave</td>
<td>1998</td>
<td>90-0-20</td>
<td>996.0</td>
<td>69.99%</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>0.00</td>
<td>689 West Ave</td>
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<tr>
<td>0000000201</td>
<td>191 East Ave</td>
<td>1998</td>
<td>90-0-20</td>
<td>997.0</td>
<td>69.99%</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>0.00</td>
<td>191 East Ave</td>
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<tr>
<td>0000000301</td>
<td>320 West Ave</td>
<td>1998</td>
<td>90-0-20</td>
<td>998.0</td>
<td>69.99%</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>0.00</td>
<td>320 West Ave</td>
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<tr>
<td>0000000401</td>
<td>450 East Ave</td>
<td>1998</td>
<td>90-0-20</td>
<td>999.0</td>
<td>69.99%</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>0.00</td>
<td>450 East Ave</td>
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<tr>
<td>0000000501</td>
<td>580 West Ave</td>
<td>1998</td>
<td>90-0-20</td>
<td>1000.0</td>
<td>69.99%</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
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<td>0000000601</td>
<td>710 East Ave</td>
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<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>0.00</td>
<td>710 East Ave</td>
</tr>
<tr>
<td>0000000701</td>
<td>840 West Ave</td>
<td>1998</td>
<td>90-0-20</td>
<td>1002.0</td>
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<td>99609.85</td>
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<td>1998</td>
<td>90-0-20</td>
<td>1004.0</td>
<td>69.99%</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>99609.85</td>
<td>69868.12</td>
<td>0.00</td>
<td>1100 West Ave</td>
</tr>
</tbody>
</table>

2019 AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE
<table>
<thead>
<tr>
<th>Property Name</th>
<th>Address</th>
<th>Year</th>
<th>Case Number</th>
<th>Total Approved 2015</th>
<th>Total Approved 2014</th>
<th>Total Approved 2013</th>
<th>Total Approved 2012</th>
<th>Total Approved 2011</th>
<th>Total Approved 2010</th>
<th>Total Approved 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert West House</td>
<td>101 E61 Ave NE</td>
<td>1998</td>
<td>00189</td>
<td>$782.96</td>
<td>$2,942.99</td>
<td>$3,139.43</td>
<td>$2,836.68</td>
<td>$2,692.38</td>
<td>$2,509.50</td>
<td>$2,370.43</td>
</tr>
<tr>
<td>Ross Park LHD</td>
<td>400 SE 51 S</td>
<td>1998</td>
<td>00189</td>
<td>$782.96</td>
<td>$2,942.99</td>
<td>$3,139.43</td>
<td>$2,836.68</td>
<td>$2,692.38</td>
<td>$2,509.50</td>
<td>$2,370.43</td>
</tr>
</tbody>
</table>

2019 AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE
The following page(s) contain the backup material for Agenda Item: Approving the First Amendment to the Locally Funded Agreement between the City of St. Petersburg, Florida, and the State of Florida Department of Transportation (“FDOT”), dated April 7, 2017 to reduce the scope of work, provide for re-design of the project, and require the City to remit a deposit in the amount of $233,000 for costs associated with the re-design; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (FDOT Financial Project No. 436056-1-32-01) (ECID Project No.17082-110; Oracle No. 14549)

Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 11, 2019

TO: The Honorable Charles Gerdes, Chair and Members of City Council

SUBJECT: A resolution approving the First Amendment to the Locally Funded Agreement between the City of St. Petersburg, Florida, and the State of Florida Department of Transportation (“FDOT”), dated April 7, 2017 to reduce the scope of work, provide for re-design of the project, and require the City to remit a deposit in the amount of $233,000 for costs associated with the re-design; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (FDOT Financial Project No. 436056-1-32-01) (ECID Project No.17082-110; Oracle No. 14549)

EXPLANATION: On April 6, 2017, City Council approved designee to execute a Locally Funded Agreement between the City and FDOT for project design phase services for the 10th and 11th Avenue South Over Booker Creek Bridge No. 157235 Reconstruction/Replacement Project in an amount not to exceed $263,898.

FDOT originally requested an estimated local funding participation in the amount of $213,898, based on a 25% local share of the estimated project design cost of $855,592. The Locally Funded Agreement (“LFA”) required the City to make an initial deposit of $213,898 prior to April 17, 2017. The funds were deposited with the Department of Financial Services, pursuant to a Three-Party Escrow Agreement.

FDOT proceeded with consultant selection to perform the design services for the project and negotiated design fees with the selected consultant. The LFA provides that, if the negotiated design fee exceeds the estimated design cost for $855,592, then the City shall provide an additional deposit equal to 100% of the amount over $855,592.

Following completion of the 90% design, the selected consultant submitted an Engineer’s Estimate for the total construction cost to be $9,259,723. FDOT is requesting an additional deposit $233,000 to re-design the project to bring the construction cost within budget. Re-design will consist of replacement of segments requiring such, and rehabilitation of segments in order to restore the sufficiency rating and extend service life. The total City cost for the design phase is $446,898.

Currently the project is in the design phase and is scheduled to be completed and ready for bidding in March 2020. The construction phase of the project is planned to be funded pursuant to a separate LFA providing for 25% local funding and 75% Federal funding, with Federal funding not to exceed a total amount of $3,750,000 for the project.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute the First Amendment to the Locally Funded Agreement between the City of St. Petersburg, Florida, and the State of Florida Department of Transportation (“FDOT”), dated April 7, 2017 to reduce the scope of work, provide for re-design of the project, and require the City to remit a deposit in the amount of $233,000 for costs associated with the re-design; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (FDOT Financial Project No. 436056-1-32-01) (ECID Project No.17082-110; Oracle No. 14549)
COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Citywide Infrastructure CIP Fund (3027), 11\textsuperscript{th} A/S over Booker Creek Bridge Project (14549).

ATTACHMENTS: Resolution
Location Map
Locally Funded Agreement – First Amendment

APPROVALS: Administration
Budget
RESOLUTION NO. 2019 - ____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) DATED APRIL 7, 2017 TO REDUCE THE SCOPE OF WORK, PROVIDE FOR RE-DESIGN OF THE PROJECT, AND REQUIRE THE CITY TO REMIT A DEPOSIT IN THE AMOUNT OF $233,000 FOR COSTS ASSOCIATED WITH THE RE-DESIGN; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and the State of Florida Department of Transportation (“FDOT”) executed a Locally Funded Agreement (“Agreement”) on April 7, 2017 for design phase services for the 10th and 11th Avenue South over Booker Creek Bridge No. 157235 Reconstruction/Replacement Project (“Project”) in the amount of $263,898; and

WHEREAS, the City and the FDOT desire to amend the Agreement to reduce the scope of work and re-design the Project to stay within budget; and

WHEREAS, the City shall remit a deposit in the amount of $233,000 to the FDOT by July 24, 2019 for costs associated with the re-design; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the Locally Funded Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) dated April 7, 2017 to reduce the scope of work, provide for re-design of the project, and require the City to remit a deposit in the amount of $233,000 for costs associated with the re-design 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.

Approved by:

City Attorney (Designee)
00456092
LOCALLY FUNDED AGREEMENT
AMENDMENT No. 1

This Amendment is entered into on this______ day of__________, 2019, by and between the State of Florida, Department of Transportation (the “DEPARTMENT”) and City of St. Petersburg (the “CITY”), and

WITNESSETH

WHEREAS, the DEPARTMENT is authorized to enter into agreements with governmental entities in accordance with Chapter 334.044, Florida Statutes; and

WHEREAS, the DEPARTMENT and the CITY entered into a Locally Funded Agreement (Agreement) on April 7, 2017 to replace the existing two-cell concrete box culvert (Bridge No. 157235) under 10th Avenue South from its northwest end at Booker Creek to the intersection with 5th Street South, as well as southward under 5th Street South, and to repair the existing three-to-five cell portions of the same culvert under 5th Street South and 11th Avenue South, as described in the DEPARTMENT’s Five-Year Adopted Work Program as Financial Project Number (FPN) 436056-1-32-01 (“the PROJECT”); and

WHEREAS, the CITY requested the DEPARTMENT reduce the scope of work and re-design the PROJECT to stay within budget.

WHEREAS, the CITY shall furnish the DEPARTMENT with a deposit in the amount of $233,000.00 (Two Hundred Thirty-Three Thousand Dollars) by July 24, 2019 to re-design the PROJECT.

WHEREAS, the DEPARTMENT and the CITY shall act in accordance with the Agreement and this Amendment upon its execution; and

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties agree that the above described Agreement is amended as follows:

Section 3.2 is amended as follows:

The CITY agrees that it will furnish the DEPARTMENT an additional deposit of $233,000.00 (Two Hundred Thirty-Three Thousand Dollars) with the DEPARTMENT by July 24, 2019.

Exhibit “A” is amended as follows:
I. Total Estimated Cost..............................................$ 446,898.00
II. Project Participation
   Local Funds from original agreement...............$ 213,898.00
   Additional Local Funds for re-design...............$ 233,000.00

Exhibit "B" is amended as follows:

PROJECT DESCRIPTION:

The PROJECT consists of replacing 20 to 30 feet of the existing double barrel concrete bridge culvert under 10th Ave S (Bridge No.157235) and rehabilitating the remaining 480 feet under 10th Ave S and 5th St S.

SPECIAL CONSIDERATIONS BY DEPARTMENT AND CITY:

The CITY shall furnish the DEPARTMENT with a deposit in the amount of $233,000.00 (Two Hundred Thirty-Three Thousand Dollars) by July 24, 2019, to be used for the estimated re-design costs of the project into an escrow account established by the DEPARTMENT for the purposes of the project.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below.

CITY OF ST. PETERSBURG

ATTEST:

BY: ___________________________ By: ___________________________
   City Clerk
   Print: ___________________________
   As its: ___________________________

(City Seal)

City Attorney (Designee)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST ___________________________ (SEAL) BY: ___________________________
   EXECUTIVE SECRETARY
   RICHARD MOSS, PE
   DIRECTOR OF TRANSPORTATION
   DEVELOPMENT, DISTRICT SEVEN

____________________________
DATE

FDOT LEGAL REVIEW
April 17, 2017

Mr. Thomas Gibson  
City of St. Petersburg  
Engineering & Capital Improvements Department  
P.O. Box 2842  
ST. Petersburg, Florida 33731

RE: Executed Locally Funded Agreement and Three Party Escrow Agreement  
10th & 11th Ave S Booker Creek Bridge #157235  
FPN No: 436056 1 32 01

Dear Mr. Gibson:

The Locally Funded Agreement & Three Party Escrow Agreement for the above referenced project have been executed and are attached to this cover. The funds have been received and deposited.

If you have any questions or need further assistance, please call me at (813) 975-6428.

Sincerely,

Tamara Perez  
Local Programs Coordinator

/TP

Enclosure
LOCALLY FUNDED AGREEMENT

This Agreement made by and entered into on this 7th day of April, 2017, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, whose address for purposes of this agreement is 11201 North McKinley Drive, Tampa, Florida, 33612-6403, ("the DEPARTMENT"), and City of St. Petersburg, whose address for purposes of this agreement is PO Box 2842 St. Petersburg, Florida 33731-2842 ("the CITY); and

WITNESSETH

WHEREAS, the DEPARTMENT is authorized to enter into agreements with governmental entities in accordance with Chapter 334.044, Florida Statutes; and

WHEREAS the DEPARTMENT agrees to replace the existing two-cell concrete box culvert (Bridge No. 157235) under 10th Avenue South from its northwest end at Booker Creek to the intersection with 5th Street South, as well as southward under 5th Street South, and to repair the existing three-to-five cell portions of the same culvert under 5th Street South and 11th Avenue South, as described in the DEPARTMENT's Five-Year Adopted Work Program as Financial Project Number (FPN) 436056-1-32-01 ("the PROJECT"); and

WHEREAS, the DEPARTMENT and the CITY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to coordinate and cooperate in their efforts to facilitate development of the PROJECT; and

WHEREAS, in order to complete the PROJECT, the CITY is prepared to provide financial assistance as provided in Exhibit "A."); and

WHEREAS, the CITY agrees to deposit funds with the Department of Financial Services in the amount of $213,898 (Two Hundred Thirteen Thousand Eight Hundred Ninety-Eight Dollars) to design the PROJECT.

SECTION 1
OBLIGATIONS OF THE DEPARTMENT

1.1 The DEPARTMENT shall design the PROJECT, which is in the DEPARTMENT's Five-Year Adopted Work Program as FPN 436056-1-32-01, as described in Exhibit "B" attached hereto and by reference made a part of this agreement.

1.2 The DEPARTMENT shall keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures, and other items incidental to the cost of the PROJECT.
SECTION 2
OBLIGATIONS OF THE CITY

2.1 The CITY shall provide the funds needed to design the PROJECT in accordance with the provisions hereunder in Section 3, Financial Provisions.

SECTION 3
FINANCIAL PROVISIONS

3.1 The parties recognize and accept the funding restrictions set forth in Section 339.135 (6)(a), and Section 166.241(2), Florida Statutes, which may affect each of the parties' obligations. Those provisions are as follows:

(a) 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 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 (1) 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 of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year. Section 339.135 (6)(a), Florida Statutes.

(b) The governing body of each municipality shall adopt a budget each fiscal year. The budget must be adopted by ordinance or resolution unless otherwise specified in the respective municipality's charter. The amount available from taxation and other sources, including balances brought forward from prior fiscal years, must equal the total appropriations for expenditures and reserves. At a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s. 218.32(1). The adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget. Section 166.241(2), Florida Statutes.
(c) The DEPARTMENT recognizes that the CITY must comply with Section 166.241, Florida Statutes, Article VII of the Florida Constitution and Section 2-132 of the St. Petersburg City Code. This Agreement shall not be construed to modify, in any way, the CITY’s obligations under those provisions.

(d) The parties agree that in the event funds are not appropriated to the DEPARTMENT or the CITY for the PROJECT, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect.

3.2 The CITY agrees that it will furnish the DEPARTMENT a deposit in the amount of $213,898 (Two Hundred Thirteen Thousand Eight Hundred Ninety-Eight Dollars) by April 17, 2017, to be used for the estimated project cost for locally funded project number 436056-1-32-01. The DEPARTMENT shall utilize this deposit for payment of the design costs of the PROJECT.

3.3 If the negotiated consultant fee amount is in excess of the initial deposit amount, the CITY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the negotiated consultant fee amount. The DEPARTMENT will notify the CITY as soon as it becomes apparent the negotiated consultant fee amount is in excess of the initial deposit amount. However, failure of the DEPARTMENT to so notify the CITY shall not relieve the CITY from its obligation to pay for its full participation on final accounting as provided herein below. If the CITY cannot provide the additional deposit within 14 days, a letter must be submitted to and approved by the DEPARTMENT’s project manager DeJuana Genco, indicating when the deposit will be made. The CITY understands the request and approval of the additional time could delay the PROJECT, and additional costs may be incurred due to delay of the PROJECT.

3.4 If the actual cost of the PROJECT is less than the funds, provided the excess will be refunded to the CITY, if requested in writing.

3.5 The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Three Party Escrow Agreement (EA) between the City, Department and the State of Florida Department of Financial Services, Division of Treasury.

3.6 E-VERIFY

Vendors/Contractors:

1. 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 CITY/VENDORS/CONTRACTORS during the terms of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CITY/VENDORS/CONTRACTORS during the contract term.

SECTION 4
COMMENCEMENT AND TERMINATION OF AGREEMENT

4.1 This Agreement shall take effect upon being executed by the parties and shall be terminated upon the earlier of the mutual consent of the parties or as otherwise provided in this agreement; or three hundred sixty (360) days after final payment has been made to the consultant and all reimbursements made to the CITY.

SECTION 5
MISCELLANEOUS PROVISIONS

5.1 Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both parties and shall require approval by the St. Petersburg City Council.

5.2 Any notice or other document which either party is required to give or deliver to the other shall be given in writing and served either personally or mailed to:

TO DEPARTMENT:
Tamara Perez
Special Projects Coordinator
FDOT, District Seven
11201 N. McKinley Drive, M.S. 7-350
Tampa, Florida 33612-6456

TO CITY:
Thomas Gibson
Design Project Manager
PO Box 2842
St. Petersburg,
Florida 33731-2842

5.3 If any word, clause, sentence, or paragraph of the Agreement is held invalid, the remainder of the Agreement would continue to conform to the intent of this Agreement.

5.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5.5 Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.
SECTION 6
ENTIRE AGREEMENT

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representative.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below.

CITY OF ST. PETERSBURG

ATTEST:

BY: Catharasa Srinivasa
   City Clerk

   By: Brigg Raymond
   Print: Brigg Raymond
   As its: City of St. Petersburg

(City Seal)

Approved as to Content:

By: Richard B. Badgley
   Assistant City Attorney
DATE: 4/5/17

Legal: 00309760.doc V. 9

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST: Maria Navies (SEAL)
EXECUTIVE SECRETARY

By: William Jones, PE
DIRECTOR OF TRANSPORTATION DEVELOPMENT, DISTRICT SEVEN

7 APRIL 2017

ATTORNEY
DEPARTMENT OF TRANSPORTATION
EXHIBIT "A"
PROJECT BUDGET

This exhibit forms an integral part of that certain Locally Funded Agreement between the State of Florida, Department of Transportation and City of St. Petersburg, dated April 7, 2017.

I. TOTAL ESTIMATED COST................................. $ 855,592.00

II. PROJECT PARTICIPATION

State ..............................................................$ 0.00

Federal..........................................................$ 641,694.00

Local Funds.....................................................$ 213,898.00

III. PROJECT funds are subject to legislative appropriation of available funds.
EXHIBIT “B”
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Locally Funded Agreement between the State of Florida, Department of Transportation and the City of St. Petersburg, dated [blank], 2017.

PROJECT LOCATION: 10th & 11th Avenue South at Booker Creek Bridge #157235

PROJECT DESCRIPTION: The Project consists of the replacement of two-cell concrete box culvert (Bridge No. 157235) under 10th Avenue South from its northwest end at Booker Creek to the intersection with 5th Street South, as well as southward under 5th Street South, and to repair the existing three-to-five cell portions of the same culvert under 5th Street South and 11th Avenue South.

SPECIAL CONSIDERATIONS BY DEPARTMENT AND CITY:

The DEPARTMENT shall hire a qualified consultant to perform the Project design.

The CITY shall furnish the DEPARTMENT with a deposit in the amount of $213,898 (Two Hundred Thirteen Thousand Eight Hundred Ninety-Eight Dollars) by April 17, 2017, to be used for the estimated design costs of the project into an escrow account established by the DEPARTMENT for the purposes of the project.

The City agrees to furnish additional funds if the negotiated consultant fee amount is greater than the initial deposit amount.

The DEPARTMENT shall invite the CITY to participate in project meetings and provide periodic updates/status reports as requested.

All other provisions for the compliance of this agreement shall remain in full force in accordance with State of Florida and Federal Laws.
TO: The Honorable Darden Rice, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute a Locally Funded Agreement between the City of St. Petersburg ("City") and the Florida Department Of Transportation ("FDOT"); for project design phase services for the 10th and 11th Avenue South Over Booker Creek Bridge No. 157235 Reconstruction/Replacement Project in an amount not to exceed $263,898, a Three Party Escrow Agreement between the FDOT, City, and Florida Department of Financial Services, for payment by the City to the FDOT, and all other documents necessary to effectuate this transaction; and providing an effective date. (FDOT Financial Project No. 436056-1-32-01) (Engineering Project No. 17082-110; Oracle No. 14549)

EXPLANATION: The FDOT has selected the City’s 10th and 11th Avenue South Over Booker Creek Bridge No. 157235 for design and construction funding, in the maximum amount of $3,750,000, with Federal MAP-21 funding. The FDOT adopted a five year work program including rehabilitation or replacement of the structure in FDOT fiscal year 2020 as Financial Project No. (FPN) 436056-1-32-01.

This bridge and culvert were selected because of its age and deteriorated condition. The structure consists of a two barrel box culvert connecting to a four and five barrel reinforced concrete box culvert system conveying Booker Creek flows east along 10 Avenue South, then south along 5th Street and south along 11th Avenue South. The culvert system was originally constructed in 1960 and has deteriorated due to exposure to the corrosive marine environment. The current condition is structurally deficient and the structure is posted to limit vehicle loads in order to extend the service life until major rehabilitation or replacement.

The FDOT is requesting an estimated local funding participation in the amount of $213,898; based upon a 25% local share of the estimated project design cost of $855,592. The Locally Funded Agreement (LFA) requires the City to make an initial deposit of $213,898 prior to April 17, 2017. The funds are to be deposited with the Department of Financial Services, pursuant to a Three Party Escrow Agreement.

The FDOT will then proceed with consultant selection to perform the design services for the project and negotiate design fees with the selected consultant. The LFA provides that if the negotiated design fee exceeds the estimated design cost for $855,592, then the City shall provide an additional deposit equal to 100% of the amount over $855,592. An additional $50,000 is requested to be appropriated to be used as required to avoid project delay. If the FDOT requests an additional deposit over $50,000, the Administration will request additional funding authorization from City Council. If the actual negotiated fees are less than the deposit amount, then the excess will be refunded to the City, upon request.
The design phase for the project is expected to commence in July 2017 and be completed and ready for bidding in June 2019. The construction phase of the project is planned to be funded pursuant to a separate LFA providing for 25% local funding and 75% Federal funding, with Federal funding not to exceed a total amount of $3,750,000 for the project.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute a Locally Funded Agreement between the City of St. Petersburg ("City") and the Florida Department Of Transportation ("FDOT"); for project design phase services for the 10th and 11th Avenue South Over Booker Creek Bridge No. 157235 Reconstruction/Replacement Project in an amount not to exceed $263,898, a Three Party Escrow Agreement between the FDOT, City, and Florida Department of Financial Services, for payment by the City to the FDOT, and all other documents necessary to effectuate this transaction; and providing an effective date. (FDOT Financial Project No. 436056-1-32-01) (Engineering Project No.17082-110; Oracle No. 14549)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Neighborhood & Citywide Infrastructure CIP Fund (3027), 11th A/S over Booker Creek Bridge Project (14549).

ATTACHMENTS: Resolution, Location Map

APPROVALS: zm Administration
Legal: 00313981.doc V. 3 Budget
RESOLUTION NO. 2017-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG ("CITY") AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"); FOR PROJECT DESIGN PHASE SERVICES FOR THE 10TH AND 11TH AVENUE SOUTH OVER BOOKER CREEK BRIDGE NO. 157235 RECONSTRUCTION/REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $263,898, A THREE PARTY ESCROW AGREEMENT BETWEEN THE FDOT, CITY, AND FLORIDA DEPARTMENT OF FINANCIAL SERVICES, FOR PAYMENT BY THE CITY TO THE FDOT, AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE. (FDOT FINANCIAL PROJECT NO. 436056-1-32-01) (ENGINEERING PROJECT NO.17082-110; ORACLE NO. 14549)

WHEREAS, the FDOT has selected the City's 10th and 11th Avenue South Over Booker Creek Bridge No. 157235 for design and construction funding, in the maximum amount of $3,750,000, with Federal MAP-21 funding. The FDOT adopted a five year work program including rehabilitation or replacement of the structure in FDOT fiscal year 2020 as Financial Project No. (FPN) 436056-1-32-01; and

WHEREAS, the FDOT is requesting local funding participation in the amount of $213,898; based upon a 25% local share of the estimated project design cost of $855,592. The Locally Funded Agreement (LFA) requires the City to make an initial deposit of $213,898 prior to April 17, 2017. The funds are to be deposited with the Department of Financial Services, pursuant to a Three Party Escrow Agreement; and

WHEREAS, the FDOT will then proceed with consultant selection to perform the design services for the project and negotiate design fees with the selected consultant. The LFA provides that if the negotiated design fee is in excess of estimated design cost for $855,592, then the City shall provide an additional deposit equal to 100% of the amount over $855,592. An additional $50,000 is requested to be appropriated to be used as required to avoid project delay. If the FDOT requests an additional deposit over $50,000, the City shall request additional funding authorization from City Council. If the actual negotiated fees are less than the deposit amount, then the excess will be refunded to the City, upon request; and

WHEREAS, the design phase for the project is expected to commence in July 2017 and be completed and ready for bidding in June 2019. The construction phase of the project is planned to be funded pursuant to a separate LFA providing for 25% local funding and 75% Federal funding, with Federal funding not to exceed a total amount of $3,750,000 for the 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 a Locally Funded Agreement between the City of St. Petersburg ("City") and the Florida Department Of Transportation ("FDOT"); for project design phase services for the 10th and 11th Avenue South Over Booker Creek Bridge No. 157235 Reconstruction/Replacement Project in an amount not to exceed $263,898, a Three Party Escrow Agreement between the FDOT, City, and Florida Department of Financial Services, for payment by the City to the FDOT, and all other documents necessary to effectuate this transaction (FDOT Financial Project No. 436056-1-32-01) (Engineering Project No.17082-110; Oracle No. 14549).

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)
Legal: 00313980.doc V. 1

Approved by:

Brijesh Prayman P.E.
Engineering and Capital Improvements Director
PROJECT LOCATION

Bridge 157111
To Remain

REPLACEMENT

RECONSTRUCTION

11TH AVE S

10TH AVE S

5TH ST S

6TH ST S

12TH AVE S

8TH AVE S

4TH ST S

570

560 558 552 538 536 534 520 500

567 561 0 545 0 527 521 501 501

0 0 450 440 428 420 1001

445 437 429 423 1055

622 616 0 0 0 0

627 623 621 611 0

1116 525 521 519 507

0 0 0 0 0 0

Bridge 157235

Project Location Map
11th Avenue S Bridge Reconstruction / Replacement
Project No. 17082-110

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY of ST PETERSBURG

APPROVED BY: DATE: 1/4/2017

www.stpete.org
Signature Authority

Job Title: ___Director, Engineering & Capital Improvements Department

I, the undersigned, do hereby file with the City Clerk a true and correct copy of my signature for verification. I have been duly authorized to sign, on behalf of the City, contracts, letters or other instruments pertaining to the ongoing operations of my respective department, division or section.

Witness

[Signature]

[Name Typed]

Date: March 23, 2017
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of St. Petersburg ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: 10th & 11th Avenue South at Booker Creek #157235
Project #: 436056-1-32-01
County: Pinellas- City of St. Petersburg

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.
IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

Jason D. Adank, CPA  
Deputy Comptroller, GAG  

For FDOT-OCC (signature)  

For PARTICIPANT (signature)  

Name and Title  

59-3024028  
Federal Employer I.D. Number  

59-6000-424-044  
Federal Employer I.D. Number  

Date: 4/1/11/17  

April 6, 2017  

Attest: Cathy E. Davis, Deputy Clerk  
Chandrahasa Navinasa, City Clerk  
(Sign and Seal)  

Approved as to Content and Form:  

City Attorney (Designee)  
By: Richard B. Badgley  
Assistant City Attorney  

Legal: 003009782.doc V. 2  

FDOT Legal Review:  

[Signature]
For Escrow Agent (signature)

Bart Wilkerson, Director of Treasury

Name and Title

4/12/17

Date
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 19-01-ASC/SMS(C) (“Task Order”) to the architect/engineering agreement dated June 3, 2019 between the City of St. Petersburg, Florida and Applied Sciences Consulting, Inc. (“A/E”) for A/E to provide (I) topographic survey and coordination, (II) geotechnical engineering and coordination, (III) subsurface utilities engineering, (IV) existing and proposed conditions modeling, (V) detailed design, (VI) permitting services and (VII) bidding services related to the 7th Street Sustainable Complete Streets Improvements Project in an amount not to exceed $236,764.08; providing that the total Task Order, as amended, shall not exceed $256,493.53 (ECID Project No. 18063-110; Oracle Nos. 15775 and 16710) Please scroll down to view the backup material.
Amendment No. 1 to Task Order No. 19-10-AS/SS(S)/C

Data Collection and Review

Project Setup and Administration - Continued Services

not to exceed costs specifically:

Task Order No. 19-10-AS/SS(S)/C and Amendment No. 1 includes the following phases and associated
additional services in the amount of $10,000.00.

An improved treatment system is needed and is required to reduce the appearance of
improving the neighborhood. Additionally, this project includes the improvement of
in a manner consistent with the neighborhood. Additionally, the project incorporates the improvement of
the project costs for the initial design, $10,000.00 in the amount of $16,769.26.

On February 7, 2019, Council approved an updated resolution superseding the December 6, 2018 approval.

EXPLANATION: On December 6, 2018, Council approved the City to enter into a cooperative funding agreement.

TO: The Honorable Chairmen of the City Council

Meeting of July 1, 2019

Consent Agenda
Resolution of Task Order No. 19-01-ASGC/SM(C) Amendment No. 1

ATTACHMENTS:

- Budget
- Administrative
- Map

Task Order No. 19-01-ASGC/SM(C) Amendment No. 1

Sustainable Drainage Capital Projects Fund (1913) Master Plan Update SWF Project (15775) and 7 SL Community Drainage Capital Projects Fund (4013) Master Plan Update SWF Project (15775) and 7 SL

COST/Financing/Assessment Information: Funds have been previously appropriated in the 2019 Budget. This Order is for a total of $226,764.08, not exceeding $226,493.89 (ECID Project No. 18063-110; Order No. 15775 Task Order No. 1 to Task Order No. 19-01-ASGC/SM(C) Amendment No. 1 to Task Order No. 19-01-ASGC/SM(C) Amendment No. 1 of 1913). Administrative, engineering, and geographic services for the project will be provided per the City of Seattle’s specifications. Construction of the project is anticipated for June 3, 2019. The Executive Director shall provide the Mayor with a list of his decision to execute the Agreement.

RECOMMENDATION: The Executive Director recommends approving this Agreement. The Executive Director recommends approving this Agreement.

A/E Total

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing and Proposed Conditions Modeling</td>
<td>$8,974.00</td>
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<tr>
<td>Subsurface Utility Engineering and Coordination</td>
<td>$18,743.07</td>
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<tr>
<td>Geotechnical Engineering and Coordination</td>
<td>$18,090.47</td>
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<td>$2,433.55</td>
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<tr>
<td>Bid Services</td>
<td>$28,968.24</td>
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<tr>
<td>Total</td>
<td>$226,764.08</td>
</tr>
</tbody>
</table>
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St.

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order and design services for the South Street Rehabilitation Complete Streets Improvements Project ("Project");

WHEREAS, the City of St. Petersburg, Florida and Applied Sciences Consulting, Inc. ("A/E") entered into an architect/engineering agreement on June 3, 2019 for A/E to provide miscellaneous professional services for South Street Rehabilitation Complete Streets Improvements Project in an amount not to exceed $19,729.50 for A/E to provide professional engineering services including but not limited to project management and preliminary design (v) permitting services and (vi) design services related to the "Street Stabilization Services Requested To the 11th Street Stabilization Project," (vii) design services, (viii) design services requested to the "Street Rehabilitation Project," and (x) design services requested to the "Street Stabilization Project," and (xi) design services requested to the "Street Rehabilitation Project," and (xii) design services requested to the "Street Stabilization Project," and (xiii) design services requested to the "Street Rehabilitation Project," and (xiv) design services requested to the "Street Stabilization Project," and (xv) design services requested to the "Street Rehabilitation Project," and (xvi) design services requested to the "Street Stabilization Project,

RESOLUTION 2019-
THIS RESOLUTION shall become effective immediately upon its adoption.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $236,764.08.

$225,493.53.

BE IT FURTHER RESOLVED that the Streets Improvements Project in an amount not to exceed conditions modeling, (v) detailed design, (v) permitting services and (vii) bidding services related to the Street Sustainable Complete Streets Improvements Project.

Approved by:

04993688

(3) City Attorney or Designee)

LEGAL DEPARTMENT

Approved by:

PUBLIC WORKS ADMINISTRATION

C. T. TAYLOR, PE.

Chief, Division of Capital Improvement, Director

RHYS TAYLOR, PE., SR.

ENP

Approved by:
2. This is the first amendment to the first task order issued under the 2019 Master Agreement.

Design elements to provide flood control improvements.

Applied Sciences Consulting, Inc. has significant experience in designing stormwater systems to include low impact development along 7th Street within the vicinity of Batterie Park.

The project involves design, permitting, and bidding of stormwater quality and flood mitigation.

1. Summary of Reasons for Selection

Chapter 3, Section 1(F) for agenda packet information.

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual.

Amendment No. 1 to Task Order No. 19-01-AVC/SMS(C) in the amount of $256,493.53

RE: Consultant Selection Information

FROM: Engineering & Capital Improvements Department

Perry Fryman, P.E., ENY SP, Director

TO: The Honorable Charles C. Ganoe, Chair, and City Councilmembers

Engineer and Capital Improvements Department

CITY OF ST. PETERSBURG

MEMORANDUM
<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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<tbody>
<tr>
<td>01</td>
<td>18063-110</td>
<td>7th Street Sustainable Complete Streets Improvements</td>
<td>06/13/19 Pending</td>
<td>19,729.45</td>
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</tbody>
</table>

Total: 19,729.45
Meeting items and distribution of A/E to all attendees.

The A/E will prepare meeting minutes to document the key
completion of the meeting. The A/E will prepare meeting minutes to document the key
and distribute copies of all the pertinent project documents to all attendees. At the
schedule and budget in preparation for the meeting, the A/E will prepare an agenda
will discuss the overall project's progress. The A/E will prepare an agenda
team members and their roles and responsibilities. During the meeting, the team
The A/E will attend and chair a Project Kickoff meeting with City staff to introduce the

1.2 EXTERNAL KICK-OFF MEETING

notice to proceed.

The project manager shall prepare a summary of the approved
will provide a detailed schedule with all subconsultant milestone dates based on the approved
management plan, communication plan, submittal plan and next plan for the project. The
The A/E's Project Manager shall set up the accounting system and billing system for the

1.4 PROJECT SETUP

 TASK 1

PROJECT SETUP AND ADMINISTRATION - CONTINUED SERVICES

II. SCOPE OF SERVICES

Stormwater modeling, design plans, permitting, and bidding services.

Topographic survey, geotechnical engineering, subsurface utility engineering (SUE).

For this Amendment No. 1 to Task Order No. 10.0-245/ACCD/MS(C),
collection and review for this project.

Under the initial Task Order, the A/E performed project setup and administration, and data
resulting in frequent flooding within the neighborhood.

Stormwater system is undersized and is negatively affected by regional tilewater conditions.

Flooding within the neighborhood west of Bartlett Park.
The existing

The project's primary objective is to provide drainage improvements that will alleviate

DESCRIPTON OF PROJECT

The project's primary objective is to provide drainage improvements that will alleviate

This Amendment No. 1 to Task Order No. 10.0-245/ACCD/MS(C)

STORMWATER MANAGEMENT SERVICES
4TH STREET SUSTAINABLE STREET IMPROVEMENTS
BARTLETT PARK AND 4TH STREET SOUTH STORMWATER IMPROVEMENTS
AMENDMENT NO. 1 TO TASK ORDER NO. 10.0-245/ACCD/MS(C)
TASK 4: GEOTECHNICAL ENGINEERING AND COORDINATION

SL. Perforating Dam (unless otherwise specified).
- Drawings to be as follows: Horizontal - NAD27 (unless otherwise specified), Vertical - SAE.
- Coordinate with subcontractor’s underground engineering, Inc. Tim and locate borings as needed on South.
- Recover 2-4 property corners to approximating property westly right-of-way of 7th Street.
- Construct a southeast end of 50 ft. corridor.
- Locate steam and sanitary structures with inverted pipeline references.
- Topographic elevation data to be collected on 7th Avenue SW, SW, NE, NE.
- Topographic elevation data to be collected on approximately 200 foot spaced profiles.

The following survey information will be collected:
- 50 ft. roof corridor running from 7th Street east to Salt Creek.
- Centerline of 22nd Avenue SW to south end.
- Centerline of 18th Avenue SW to north end.
- Back of structure or 25 feet back of wall, whichever is farther east, on east side.
- Approximate westly right-of-way of 7th Street South on the west.

If survey are generally defined as:

A/E will coordinate field activities to collect and assemble project site information. The limits

TASK 3: TOPOGRAPHIC SURVEY AND COORDINATION

on the project status. This presentation shall be provided to the City at no additional cost.

1.4 PROJECT ADMINISTRATION

1.4.1 Meeting and Budget Stakes.

discuss the status of the project activities, identify potential issues and review the scope.
During the project, the A/E team will hold bi-weekly coordination meetings to

1.3 PROJECT COORDINATION MEETINGS
Amendmen 1, 2, 3 of Polyethylene.
Information that may be issued by the SWFWMD.

American No. 1 to 3, Order No. 9-04-11-AQ/SMS/C)

**PERMIT SERVICES**

A/E small will complete the application for approval. The permit will be submitted to the City for review and approval. The City's requirements for the SWFWMD will be submitted along with the 60% Interim Plans and all materials have been submitted. When all plans have been reviewed by the City, the design team will move to 90% construction plans and will be ready to proceed. The permit application will be prepared for submission.

**TASK 9 FORMAL APPLICATION MEETINGS**

A/E will hold informal pre-application meetings with the Southwest Florida Water Management District (SWFWMD) at 30% Design. Pre-application meetings with the South Florida Water Management District (SWFWMD) at 30% Design.

**60% DESIGN PLANS**

- A/E will develop design plans to 60% completion, incorporating supplementary requirements and developing additional details of the proposed drainage improvements. Plan modifications will be made to address the concerns and other project requirements and stormwater modeling will be updated. Design changes will be addressed with on-going discussions with the SWFWMD.

**30% DESIGN PLANS**

- A/E will develop design plans to 30% completion, incorporating collected data and

**PROPOSED CONDITIONS MODELING**

- A/E will obtain the existing conditions used in the project.

**EXISTING AND PROPOSED CONDITIONS MODELING**

- A/E will obtain the existing conditions used in the project.

**SURVEY TO COLLECT LOCAL UTILITIES INFORMATION**

- A/E will obtain the existing conditions used in the project.

**PROPOSED CONDITIONS FOR THE EXISTING UTILITIES**

- A/E will obtain the existing conditions used in the project.

**REVIEW OF THE EXISTING UTILITIES**

- A/E will obtain the existing conditions used in the project.

**ASCE LEVEL "A" - PROVIDE A TEST HOE**

- A/E will obtain the existing conditions used in the project.

**PROVIDE A TEST HOE**

- A/E will obtain the existing conditions used in the project.
Table of Contents

I. Schedule
II. Bidding Services

I. Schedule

- Task 1 - Project Setup and Administration - Continuing Services
- Task 2 - Bid Scheduling
- Task 3 - Geographic Survey and Coordination
- Task 4 - Geotechnical Engineering and Coordination
- Task 5 - Subsurface Utility Engineering and Coord.
- Task 6 - Existing and Proposed Conditions Modeling
- Task 7 - 30% Design Plans
- Task 8 - 60% Design Plans
- Task 9 - Preliminary Services
- Task 10 - Final Design Plans
- Task 11 - Final Design Plans

Number of Business Days From NTP Proceed.

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

III. Bidding Services

Bids will be produced along with an engineer's opinion of probable construction cost.

A/E shall develop design plans to Final Design Plans (Bid Set) completion, incorporating

A/E shall develop design plans to Final Design Plans (Bid Set) completion, incorporating

A/E shall develop design plans to Final Design Plans (Bid Set) completion, incorporating
VI. DELIVERABLES

- Provide A/E with latest Engineering Department CAD standards
- Provide A/E access to Banker Park
- Review and provide A/E comments on deliverables within 10 business days
- Pay for all related permitting fees
- Provide A/E with existing conditions ICRA model

V. CITY'S RESPONSIBILITIES

A/E shall provide services outlined in Section II. Scope of Services.
The total Task Order amount including Amendment No. 1 shall not exceed $256,493.53.

Attachment 1 to Appendix A.

The total for Amendment No. 1 to the Task Order including Allowance is $236,764.08, per Order.

Amendment No. 1 to the Task Order establishes an Allowance of $10,000.00 for additional amounts of $226,749.80 for continued services to Task 1 and Tasks 2 through 12.

For the Amendment No. 1 to the Task Order, the City shall compensate the A/E the lump sum amount of $19,729.45 under the initial Task Order.

The A/E was authorized the lump sum amount of $19,729.45 under the initial Task Order.

VII. A/E'S COMPENSATION

- Provide recommendation for award
- Prepare a response as required
- Respond to all requests for information
- Attend pre-bid conference

Task 12 - Bidding Services

- Copy of CADD files on diskette, compatible with City standards
- Permit lists for indicating as well as related schedules, clearances, and protocols
- Construction Schedule (Microsoft Excel) and Budget (Microsoft Excel)
- Updated Construction Cost (Microsoft Excel)
- Construction Schedules (Microsoft Excel) and Electronic File (Microsoft Word)
- One paper copy and PDF file of all drawings (plans & profile) in 11" x 17" scale "="
- One paper copy and PDF file of all drawings (plans & profile) in 22" x 34" scale "="

- Final (100%) Design Submittal
  - Task 11 - Final Design Plans
  - 90% Engineers Opinion of Probable Cost
  - 90% Technical Specification Table of Contents
  - 90% Plans at 1" = .40" scale in a PDF file
  - 90% Design Submittal
  - Task 10 - 90% Design Plans

- Described in Task 9 above

- Task 8 - Permit Services
In the event of a conflict between this Amendment No. 1 to Task Order No. 19-01.10, AASHTO/C/GS/SM/C and the Agreement, the Agreement shall prevail.

X. MISCELLANEOUS

Artech Engineering, Inc. (Geotechnical)
George F. Young, Inc. (Survey/SUE)

Subconsultants:

Applied Sciences Consulting, Inc.
Prime A/E:

VIII. PROJECT TEAM
Amendment No. 1 to Task Order No. 19-01-ASC/SMS(C)

10/11/19

By: Mathew Coalesa, P.E.

WITNESSES:

By: Ellie G. Caral, P.E., CFM. MBA / President

Applied Sciences Consulting, Inc.

By:

City Attorney (Designee)

THE CITY ATTORNEYS OFFICE

OF SERVICES IS BEING RENDERED BY

NO OPINION OR APPROVAL OF THE SCOPE

WITH THE STANDARD TASK ORDER.

APPROVED AS TO FORM FOR CONSISTENCY

DATE

City Clerk

Chandrahessa Shrinesha

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order No. 19-01-ASC/SMS(C) to be executed by their duly authorized representatives on the day and date first above written.

Petersburg, Florida

ATTORNEY

The following page(s) contain the backup material for Agenda Item: Authorizing the City of St. Petersburg ("City") to enter into a Community Aesthetic Feature Agreement ("CAFA") with the Florida Department of Transportation providing for the design, installation and maintenance of a Traffic Control Cabinet Art Wraps Project on SR 687 (3rd Street and 4th Street) from 1st Avenue S. to 2nd Avenue N.; authorizing the Mayor or his designee to execute the CAFA Agreement and all other documents necessary to effectuate this transaction.

Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of July 11, 2019

TO: The Honorable Charlie Gerdes, Chair and Members of City Council

SUBJECT: A resolution authorizing the City of St. Petersburg ("City") to enter into a Community Aesthetic Feature Agreement ("CAFA") with the Florida Department of Transportation providing for the design, installation and maintenance of a Traffic Control Cabinet Art Wraps Project on SR 687 (3rd Street and 4th Street) from 1st Avenue S. to 2nd Avenue N.; authorizing the Mayor or his designee execute the CAFA Agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The City implemented enhanced aesthetics to the downtown FDOT road right of ways on SR 687 (3rd St. and 4th St.) from 1st Ave. S. to 2nd Ave. N. by installing Community Aesthetic Feature art wraps on eight existing traffic control cabinets.

In order to accept the Community Aesthetic Features in the Florida Department of Transportation ("FDOT") right-of-way, the FDOT requires the City to enter into a Community Aesthetic Feature Agreement ("CAFA") that provides for the design, installation and maintenance of the Project which includes a conceptual submittal, a final plan submittal and permit applications to be prepared by the Engineering and Capital Improvements Department.

Under the terms of the CAFA, the City will perform future maintenance including cleaning and replacement of damaged or deteriorating materials as outlined in the CAFA at City cost.

A Deposit, Bond or Letter of Credit is not required by FDOT for Community Aesthetic Feature art wraps on traffic control cabinets.

RECOMMENDATION: Administration recommends adoption of the attached resolution authorizing the City of St. Petersburg ("City") to enter into a Community Aesthetic Feature Agreement ("CAFA") with the Florida Department of Transportation providing for the design, installation and maintenance of a Traffic Control Cabinet Art Wraps Project on SR 687 (3rd Street and 4th Street) from 1st Avenue S. to 2nd Avenue N.; authorizing the Mayor or his designee execute the CAFA Agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:
Funds to provide the design and installation of the Community Aesthetic Feature traffic control cabinet art wraps project were previously appropriated in the Mayor's Office Department, Office of Cultural Affairs Division (020-1777).

ATTACHMENT: Resolution
Community Aesthetics Feature Agreement (CAFA)
RESOLUTION NO. 2019 -

A RESOLUTION AUTHORIZING THE CITY OF ST. PETERSBURG ("CITY") TO ENTER IN TO A COMMUNITY AESTHETIC FEATURE AGREEMENT ("CAFA") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PROVIDING FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF A TRAFFIC CONTROL CABINET ART WRAPS PROJECT ON SR 687 (3rd STREET and 4th STREET) FROM 1st AVENUE S. TO 2nd AVENUE N.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CAFA AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City intends to enhance the aesthetics of the downtown FDOT road right of ways on SR 687 (3rd St. and 4th St.) from 1st Ave. S. to 2nd Ave. N. by installing Community Aesthetic Feature art wraps on eight existing traffic control cabinets; and

WHEREAS, in order to place a Community Aesthetic Feature in the Florida Department of Transportation ("FDOT") right-of-way, the FDOT requires the City to enter in to a Community Aesthetic Feature Agreement ("CAFA") that provides for the design, installation and maintenance of the Project which includes a conceptual submittal, a final plan submittal and permit applications to be prepared by the Engineering and Capital Improvements Department; and

WHEREAS, under the terms of the CAFA, the City will perform future maintenance including cleaning and replacement or removal of damaged or deteriorating materials as outlined in the CAFA at City cost; and

WHEREAS, A Deposit, Bond or Letter of Credit is not required by FDOT for Community Aesthetic Feature art wraps on traffic control cabinets; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the City of St. Petersburg ("City") is authorized enter in to a Community Aesthetic Feature Agreement ("CAFA") with the Florida Department of Transportation providing for the design, installation and maintenance of a traffic control cabinet art wraps project on SR 687 (3rd Street and 4th Street) from 1st Avenue S. to 2nd Avenue N.; and

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

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)

Approved by:

Brijesh Prayman, P.E.
Engineering Director

00455515.doc v2
This Community Aesthetic Feature Agreement ("Agreement") is entered into this __________ day of ________, between the State of Florida, Department of Transportation ("Department") and City of St. Petersburg ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RE Seitale

A. The Agency has requested permission from the Department to install a [CHOOSE ONE: ☐Public Art, ☑Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road SR 687 (3rd St NB /4th St SB) at MP 0.317 to MP 0.495 in Pinellas County County, Florida ("Project").

B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through 2069, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within 2 years (730) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [CHOOSE ONE: ☐Public Art, ☑Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPOVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at c/o Chris Gregory 5211 Ulmerton Road, MS 7-1210, Clearwater, FL 33760. The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such
plans and improvements satisfies the Department’s requirements, and the Department expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department’s review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department’s Construction Project Manager, Brian Pickard, at (727) 725-7950 or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department’s right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department’s right-of-way nor the placing of facilities upon Department’s right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department’s right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency’s use, occupancy or possession of the Department’s right-of-way.

g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public’s safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency’s sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department’s right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional’s Certification of Compliance, signed
and sealed by the responsible professional for the project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

Cleaning and replacement or removal of damaged or deteriorating materials.

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ 0.00 __________. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to $2000.00.

District Maintenance Engineer, ____________________________ Date: ____________________________

n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.
5. **INDEMNITY AND INSURANCE.**

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

   "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/subcontractor/consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.

c. The Agency shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT SEVEN PROGRAM MANAGER
Chris Gregory, Pinellas Maintenance Unit Permits Administrator
5211 Ulmerton Road, MS 7-1210, Clearwater, FL 33760
Phone: (727)575-8310
Fax: ___________________________________________________________________

City of St. Petersburg ___________ COUNTY [OR CITY], FLORIDA
Brequay Prayman, P.E., Engineering Director
City of St. Petersburg, P.O. Box 2842
St.Petersburg, FL 33701
Phone: 727-893-7295
Fax: 727-892-5476
7. **TERMINATION OF AGREEMENT.** The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**
   
a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department’s right-of-way.

9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. **UNAUTHORIZED ALIENS.** The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees
that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party’s legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

*The remainder of this page is intentionally left blank.*
AGENCY

City of St. Petersburg

By: ________________________________

Print Name: Brejesh Prayman P.E.

Title: Engineering & Capital Improvements Director

As approved by the Council, Board, or Commission on: ________________________________

Attest: Chandrahasa Srinivasa, City Clerk

Legal Review:

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________

Legal Review:
EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Request to approve Community Aesthetic Feature signal cabinet wraps at 8 locations in downtown St. Petersburg.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Sharon Heale-Eichler, P.L.A. - Exhibit A attached. P.E./R.L.A./Architect and dated 05/13/19. Any revisions to these plans must be approved by the Department in writing.
Paragraph 3 of this agreement is modified by adding the following language:

"To the extent permitted by applicable law without causing this obligation to be subject to approval by referendum pursuant to the Florida Constitution, the City shall appropriate in its annual budget, for each Fiscal Year, non-ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This provision does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the City from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds."

"The Department recognizes that the City must comply with Section 166.241, Florida Statutes, Article VI I of the Florida Constitution, and Section 2-132 of the City Code. This Agreement shall not be construed to modify, in any way, the City's obligations under the statute, constitution and ordinance."

Notwithstanding the provisions of Paragraph 5.b. of this Agreement, the requirements contained therein shall not apply to the City when the City is performing services under this Agreement. The City of St. Petersburg is self-insured for general liability in accordance with Chapter 768 of the Florida Statutes. The current limits pursuant to the statute are $200,000 per person, not to exceed $300,000 per occurrence.
EXHIBIT “C”

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

City of St. Petersburg Proposed Maintenance Plan

The City shall at all times maintain the proposed signal cabinet wraps in a reasonable manner and with due care in accordance with project standards.

Specifically the City agrees to:

A. Remove graffiti from signal cabinet wrap surfaces.

B. Inspect wrap condition on a five (5) year cycle, and if necessary, replace or remove graphic applications.
EXHIBIT "D"

AGENCY RESOLUTION
EXHIBIT “E”

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL’S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and ________________________________

PROJECT DESCRIPTION: ________________________________

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____________, 20____.

By: ________________________________
Name: ________________________________
Title: ________________________________

RESPONSIBLE PROFESSIONAL’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of “as-built” plans certified by the Engineer of Record.

By: ________________________________

SEAL:

Name: ________________________________
Date: ________________________________
SUBMITTAL/APPROVAL LETTER

To: Allen Urbones P.E., DDE
District or Turnpike Design Engineer

Date: May 13, 2019

Financial Project ID: ___________________________ New Const. □ RRR □

Federal Aid Number: ___________________________

Project Name: City of St. Petersburg SR 687 Signal Cabinet Wraps

State Road Number: 687 (3rd St. & 4th St. S)
Co./Sub. 15090000 & 1509001

Begin Project MP: MP 0.317 / 3rd St. S.
End Project MP: MP 0.495 / 4th St. S.

FHWA Project of Division Interest: Yes [X] No [ ]

Request for: Design Exception [ ] Design Variation [ ]
Community Aesthetic Feature: Conceptual [ ] Final [X]
Re-submittal: Yes [ ] No [ ] Original Ref# [ ]

Requested for the following element(s):
- Design Speed
- Lane Width
- Shoulder Width
- Cross Slope
- Design Loading Structural Capacity
- Vertical Clearance
- Maximum Grade
- Stopping Sight Distance
- Superelevation
- Horizontal Curve Radius
- Other

Request to approve Community Aesthetic Feature signal cabinet wraps at 8 locations in downtown St. Petersburg.

Attachments:
Conceptual Approval Letter Signed - Form 122A
Exhibit A:
A.1 - Location Map
A.2 - List of Locations
A.3 - CAF Details

Recommended by:
Sharon Heil-Eickler P.L.A., City of St. Petersburg Engineering & Capital Improvements Department

Date 05/13/19

Approvals:

District Design Engineer ___________________________ Date ___________________________

District Seven Secretary ___________________________ Date ___________________________

Chief Engineer ___________________________ Date ___________________________

District Structures Design Engineer ___________________________ Date ___________________________

State Structures Design Engineer ___________________________ Date ___________________________

FHWA Division Administrator ___________________________ Date ___________________________
CITY OF ST. PETERSBURG
SR 687 SIGNAL CABINET WRAPS
COMMUNITY AESTHETIC FEATURE REQUEST
State Road 687 (3rd St. NB & 4th St. SB)
from 1st Ave. S. to 2nd Ave. N.

EXHIBIT A
A.1 - Location Map
A.2 - List of Locations
A.3 - CAF Details

Prepared by
City of St. Petersburg
Engineering & Capital Improvements Department
PO Box 2842
St. Petersburg, FL 33731

MAY 2019

Landscape Architect of Record:
Sharon Heal Eichler, P.L.A., LEED AP
PLA No: LA0001076
Conceptual Submittal: March 1, 2019
Conceptual Resubmittal: May 2, 2019
Final Submittal: May 13, 2019
SUBMITTAL/APPROVAL LETTER

To: Allan Urbones P.E., DEE
   District or Tampico Design Engineer

Financial Project ID: ____________________ New Const. ☐ RRR ☐

Federal Aid Number: ____________________

Project Name: City of St. Petersburg SR 687 Signal Cabinet Wraps

State Road Number: 687/2nd St. U.S. & 4th St. S.

Begin Project MP: MP 0.317 / 3rd St. S.

End Project MP: MP 0.435 / 4th St. S.

FHWA Project of Division Interest: Yes ☐ No ☑

Request for: Design Exception ☐ Design Variation ☐ Community Aesthetic Feature: Conceptual ☑ Final ☐
Re-submit: Yes ☑ No ☐ Original Rest ☑

Requested for the following element(s):
☐ Design Speed  ☐ Lanes Width  ☐ Shoulder Width  ☐ Cross Slope
☐ Design Loading Structural Capacity  ☐ Vertical Clearance  ☐ Maximum Grade  ☐ Stopping Sight Distance
☐ Super-elevation  ☐ Horizontal Curve Radius  ☐ Other ☐

Request to approve Community Aesthetic Feature signal cabinet wraps at 8 locations in downtown St. Petersburg.

Attachments:
   Exhibit A:
   A.1 - Location Map
   A.2 - List of Locations
   A.3 - CAF Details

[Signature]
Sharon Heald-Elder P.L.A., City of St. Petersburg Engineering & Capital Improvements Department
Date 05/02/19

[Signature]
District or Tampico Design Engineer
Date 5-3-2019

[Signature]
Chief Engineer
Date 5/13/19

[Signature]
District Structures Design Engineer
Date
d

[Signature]
State Structures Design Engineer
Date
d

[Signature]
FHWA Division Administrator
Date
d

Recommended by: [Signature]  Date 05/02/19

Approves:

[Signature]
District or Tampico Design Engineer
Date
d

[Signature]
District Structures Design Engineer
Date
d

[Signature]
State Structures Design Engineer
Date
d

[Signature]
FHWA Division Administrator
Date
d
CITY OF ST. PETERSBURG
SR 687 SIGNAL CABINET WRAPS
COMMUNITY AESTHETIC FEATURE REQUEST
State Road 687 (3rd St. NB & 4th St. SB)
from 1st Ave. S. to 2nd Ave. N.

EXHIBIT A
A.1 - Location Map
A.2 - List of Locations
A.3 - CAF Details

Prepared by
City of St. Petersburg
Engineering & Capital Improvements Department
PO Box 2842
St. Petersburg, FL 33731

MAY 2019

Concept Submittal

Landscape Architect of Record:
Sharon Heal Eichler, P.L.A., LEED AP
PLA No: LA0001076
Date: March 1, 2019
Resubmittal: May 2, 2019
The document is a map indicating the locations of various points of interest in St. Petersburg, Florida. The map includes markers labeled 1 through 8, indicating specific locations along 3rd Avenue N, 4th Street N, and Central Avenue. The locations are near St. Petersburg City Hall, Williams Park, and the Florida Holocaust Museum. The map also shows proximity to other streets like 5th St. S, 2nd Ave N, and 2nd Ave S.
List of Community Aesthetic Feature Locations
Date: 3/1/19
By: S. Heal-Eichler

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<th>Location</th>
<th>M.P.</th>
<th>Roadway ID#</th>
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</table>
Laura Spencer - Box #1
3rd St S / 1st Ave S

west side

Additional small box
8.5" wide x 17" deep

east side

north side

south side
Robert Phelps – Box #2

3rd St N / Central Ave

south side

north side

west side

east side
Nathan Beard - Box #3
3rd St N / 1st Ave N

east side

Additional small box
8" wide x
17" deep

west side

north side

south side
Xina Scuderi - Box #4
3rd St N / 2nd Ave N

- East side: 39" wide, 55" high
- West side: 39" wide, 55" high
- North side: 29" wide, 55" high
- South side: 29" wide, 55" high

Additional small box: 8" wide x 17" deep
Corallette Damme - Box #5
4th St N / 2nd Ave N

- North side: 39" x 55"
- South side: 39" x 55"
- East side: 29" x 55"
- West side: 29" x 55"

Additional small box 8" wide x 17" deep
Alli Arnold - Box #6
4th St N / 1st Ave N
April Seelbach - Box #7
4th St N / Central Ave

west side

Additional small box
8.5" wide x 17" deep

east side

north side

south side
Jules Cozine - Box # 8
4th St S / 1st Ave S

39"
18.5"
42.5"
south side

Additional small box 8.5" wide x 17" deep

39"
18.5"
42.5"
north side

29"
56"
est side

29"
56"
west side
The following page(s) contain the backup material for Agenda Item: Confirming the reappointment of Civil Service Board Regular Member Gershom Faulkner to a second three-year term ending on June 30, 2021.
Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of July 11, 2019

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the reappointment of Civil Service Board Regular Member Gershom Faulkner to a second three-year term ending on June 30, 2021.

I respectfully request that Council confirm the reappointment of Regular Board Member Gershom Faulkner to the Civil Service Board to serve a second three-year term ending on June 30, 2021.

A copy of Mr. Gershom’s resume has been provided to the Council office for your information.

RK/cs
Attachment
cc: C. Guella, Human Resources Director
A RESOLUTION CONFIRMING THE REAPPOINTMENT OF REGULAR MEMBER GERSHOM FAULKNER TO THE CIVIL SERVICE BOARD; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Regular Board Member Gershom Faulkner to the Civil Service Board to serve a second three-year term ending on June 28, 2021.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

[Signature]
City Attorney or (Designee)
The following page(s) contain the backup material for Agenda Item: Approving the minutes of the April 4, April 11, and April 18 City Council meetings.
Please scroll down to view the backup material.
TO:                         City Council Chair & Members of City Council

SUBJECT:                    City Council Minutes

EXPLANATION:                City Council minutes of April 4, April 11 and April 18, 2019 City Council meetings.
A RESOLUTION APPROVING THE MINUTES
OF THE CITY COUNCIL MEETINGS HELD ON
APRIL 4, APRIL 11 AND APRIL 18, 2019; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that
the minutes of the City Council meetings held on April 4, April 11 and April 18, 2019 are hereby
approved.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM
AND SUBSTANCE:

_______________________
City Attorney or Designee
Chair Charles Gerdes called the meeting to order with the following members present: Amy Foster, Brandi Gabbard, Charles Gerdes, Steve Kornell, Darden Rice and Lisa Wheeler-Bowman. Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Senior Deputy City Clerk Cathy E. Davis were also in attendance. Absent: Gina Driscoll, Ed Montanari.

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

In connection with the approval of the agenda, Councilmember Kornell moved with the second of Councilmember Gabbard that the following resolution be adopted:

MOVED CA-7 A resolution by the City Council of the City of St. Petersburg rescinding unencumbered appropriations in the General Capital Improvement Fund (3001) in the amounts of $1,749,493 from the Education and Job Readiness Project (16067), $1,685,547 from the Business/Workforce Development Project (15381), $1,749,493 from the Housing and Neighborhood Revitalization Project (15382), and $238,300 from the CRA Communications, Operations and Evaluation Project (TBD); approving a transfer in the amount of $5,122,833, from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these rescissions, to the South St. Petersburg Redevelopment District Fund (1104); approving a supplemental appropriation in the amount of $5,122,833 from the unappropriated balance of the South St. Petersburg Redevelopment District Fund (1104), resulting from the above transfer, to the Economic and Workforce Development Department, Economic and Workforce Development Division (375.2609) for the Workforce, Education Job Readiness CRA program, the Business and Commercial Development CRA program, the Housing and Neighborhood Revitalization CRA plan, and the CRA Communications, Evaluation and Operations program; approving a transfer in the amount of $300,000 from the unappropriated
balance of the General Capital Improvement Fund (3001), resulting from
the above rescissions, to the TIF Capital Projects Fund (3005); approving
supplemental appropriation from the increase in the unappropriated balance
of the TIF Capital Projects Fund (3005), resulting from the above transfer,
in the amounts of $100,000 to the Enoch Davis Farm Site Preparation Costs
Project (17102), $100,000 to the Environmental Cleanup of Enoch Davis
Site Project (17103), and $100,000 to the Environmental Cleanup of 22
Street South Lots Project (17104); and providing an effective date.
[MOVED TO REPORTS AS ITEM E-4]

MOVED CB-7 Approving the First Amendment to the Architect/Engineering Agreement
between the City of St. Petersburg, Florida, and Stantec Consulting
Services, Inc. (Stantec) dated February 28, 2018 for Stantec to provide
additional services on an as needed basis to the Tiered Stormwater Utility
Rate Development and Implementation for an additional amount not to
exceed $216,975; approving a supplemental appropriation in the amount of
$216,975 from the unappropriated balance of the Stormwater Utility Fund
(4011); authorizing the City Attorney’s Office to make non-substantive
changes to the First Amendment; authorizing the Mayor or his designee to
effectuate the First Amendment; and providing an effective date. [MOVED
TO SEWER REPORT AS ITEM E-3(i)]

MOVED CB-15 Approving a supplemental appropriation from the unappropriated balance
of the Federal Treasury Forfeiture Fund (1603) to the Police Department,
Federal Treasury Forfeiture Division (140-2859) in the amount of
$57,818.39; authorizing the Mayor or his designee to execute all documents
necessary to effectuate this resolution. [MOVED TO REPORTS AS ITEM
E-5]

INFO D-1 Ordinance 365-H naming the Sanitation Department Administration
Building after Benjamin F. Shirley Sr.; amending City Code to reflect the
naming.

INFO E-3(d) Authorizing the Mayor or his designee to execute Task Order No. 18-01-
SCS/RSFF, Task Order No. 18-02-SCS/RSFF, and Task Order No. 18-03-
SCS/RSFF (Task Orders) to the Professional Services Agreement between
the City of St. Petersburg, Florida (City) and Stantec Consulting Services,
Inc. (Consultant) dated December 6, 2018 for consultant to provide
professional services for the Water Resources, Sanitation and Stormwater
Utility Rate Study FY20 in a collective amount not to exceed $159,640; and
providing an effective date.

ADD E-6 St. Petersburg Housing Authority Report

INFO F-1 Ordinance regarding enforcement of local campaign finance regulations
codified in City Code Chapter 10; making findings concerning such
enforcement; amending City Code to establish certain fines and cure periods
for violations of those regulations.

ADD F-3 Ordinance of the City of St. Petersburg, Florida, designating the Kenwood
Section – Northwest Kenwood Local Historic District, roughly bound by
the alley between 5th and 6th Avenues North, 9th Avenue North, 28th Street
North, and 34th Street North, as a Local Historic District and adding the property to the St. Petersburg Register of Historic Places pursuant to Section 16.30.070, City Code.

ADD H-6(a) Confirming the Mayor’s appointment of Stephanie A. Owens as a member of the St. Petersburg Housing Authority Board of Commissioners.

ADD H-6(b) Confirming the Mayor’s appointment of Jerrilyn “Jerri” Evans as a member of the St. Petersburg Housing Authority Board of Commissioners.

ADD H-7(a) Approving the recommendation of the Committee of the Whole to set aside $650,000 of Weeki Wachee funds for the Maximo Park Project; approving a transfer in the amount of $650,000 from the unappropriated balance of the Weeki Wachee Operating Fund (1041) to the Weeki Wachee Capital Projects Fund (3041); providing that the City shall not invest the $650,000 in any investment that does not guarantee the preservation of the principal; requesting administration to return to City Council to discuss alternative funding for the proposed parking area in Maximo Park before appropriation of Weeki Wachee funds for the project.

ADD H-8 Legislative Affairs & Intergovernmental Relations Committee (3/15/19)


In connection with approval of the Consent Agenda, Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Joshua Black, 3222 Queen Street North, expressed his concerns regarding the expense of Consent Agenda items.

Councilmember Driscoll entered the meeting at 8:40 a.m.

Councilmember Kornell moved with the second of Councilmember Rice that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Livia Kohn, 3514 7th Avenue North, expressed her concerns regarding major issues of the Bus Rapid Transit System.
2. Jim Stitt, 1000 40th Avenue North, spoke in opposition to the lane reduction on Dr. Martin Luther King, Jr. Street South.
3. Ken Conklin, 4036 8th Street South, spoke in opposition to the lane reduction on Dr. Martin Luther King, Jr. Street South.
4. Linn Sennott, 107 Fareham Place North, spoke regarding the opposition of businesses on Dr. Martin Luther King, Jr. Street South relating to lane reduction.

5. Ed Carlson, 7691 30th Avenue North, spoke in opposition to the loss of 72 miles of traffic lanes for the creation of bicycle lanes.

6. Stephen Waters, 6891 4th Street South, spoke in support of Weeki Wachee funding for Maximo Park improvements.

7. Joshua Black, 3222 Queen Street South, expressed his concerns regarding government overreach by the City.


9. Barbara Ellis, 1453 Coral Way South, spoke in support of Weeki Wachee funding for Maximo Park improvements.

10. Tom Lally, 6702 31st Way South, spoke in support of Weeki Wachee funding for Maximo Park improvements.

In connection with public hearings, the Clerk read the title of proposed Ordinance 365-H. Willie Joseph, Sanitation Director gave a PowerPoint presentation to Council regarding the proposed Ordinance. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gabbard moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 365-H entitled:

PROPOSED ORDINANCE NO. 365-H

AN ORDINANCE NAMING THE SANITATION DEPARTMENT ADMINISTRATION BUILDING AFTER BENJAMIN F. SHIRLEY SR.; AMENDING CITY CODE TO REFLECT THAT NAMING; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 366-H. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 366-H entitled:
PROPOSED ORDINANCE NO. 366-H

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(3), ST. PETERSBURG CITY CHARTER, AUTHORIZING THE GRANT OF A PUBLIC UTILITY EASEMENT TO DUKE ENERGY FLORIDA, INC., A FLORIDA CORPORATION, D/B/A DUKE ENERGY, WITHIN CITY-OWNED BOOKER CREEK PARK LOCATED AT 2300 – 13TH AVENUE NORTH, ST. PETERSBURG; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Absent. Foster. Montanari.

In connection with reports, Alan DeLisle, City Development Administrator and Callaloo Group President Ramon Hernandez gave a presentation regarding the Callaloo Group – Manhattan Casino Status Update Report. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

In connection with the Budget, Finance and Taxation Committee reports, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance and Taxation Committee report March 28, 2019 presented by Chair Gerdes, Finance Director Anne Fritz and Cherry Bekaert Senior External Audit Manager Lauren Strope.

Absent. Montanari.

Chair Gerdes recessed the meeting at 10:11 a.m. for a short break.

Chair Gerdes reconvened the meeting at 10:27 a.m.

In connection with reports, Michael Kovacev, Assistant Police Chief and Police Legal Advisor Sasha Lohn gave a presentation to Council regarding the approval of a supplemental appropriation from the unappropriated balance of the Federal Treasury Forfeiture Fund to the Police Department, Federal Treasury Forfeiture Division. Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Joshua Black, 3222 Queen Street North, expressed his concerns regarding the seizure of personal property by the Police Department.
Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2019-165 A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION FROM THE UNAPPROPRIATED BALANCE OF THE FEDERAL TREASURY FORFEITURE FUND (1603) TO THE POLICE DEPARTMENT, FEDERAL TREASURY FORFEITURE DIVISION (140-2859) IN THE AMOUNT OF $57,818.39; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.


Chair Gerdes recessed the City of St. Petersburg City Council meeting at 10:34 a.m. and convened as the Community Redevelopment Agency.

The City Council was reconvened at 1:39 p.m.

In connection with reports, Tom Greene, Assistant City Administrator gave a presentation to Council regarding the rescinding of unencumbered appropriations in the General Capital Improvement Fund. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

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

2019-166 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG RESCINDING UNENCUMBERED APPROPRIATIONS IN THE GENERAL CAPITAL IMPROVEMENT FUND (3001) IN THE AMOUNTS OF $1,749,493 FROM THE EDUCATION JOB READINESS PROJECT (16067), $1,685,547 FROM THE BUSINESS/WORKFORCE DEVELOPMENT PROJECT (15381), $1,749,493 FROM THE HOUSING AND NEIGHBORHOOD REVITALIZATION PROJECT (15382), AND $238,300 FROM THE CRA COMMUNICATIONS, OPERATIONS AND EVALUATION PROJECT (TBD); APPROVING A TRANSFER IN THE AMOUNT OF $5,122,833 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE RESCISSIONS, TO THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND (1104); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $5,122,833 FROM THE UNAPPROPRIATED BALANCE OF THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND (1104), RESULTING FROM THE ABOVE TRANSFER, TO THE ECONOMIC AND WORKFORCE DEVELOPMENT DEPARTMENT, ECONOMIC AND WORKFORCE DEVELOPMENT DIVISON (375.2609) TO PROVIDE FOR THE
WORKFORCE, EDUCATION AND JOB READINESS CRA PROGRAM, THE BUSINESS AND COMMERCIAL DEVELOPMENT CRA PROGRAM, THE HOUSING AND NEIGHBORHOOD REVITALIZATION CRA PROGRAM, AND THE CRA COMMUNICATIONS, EVALUATION AND OPERATIONS CRA PROGRAM; APPROVING A TRANSFER IN THE AMOUNT OF $300,000 FROM THE UNAPPROPRIATED BALANCE OF GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE RESCISSIONS, TO THE TIF CAPITAL PROJECTS FUND (3005); APPROVING SUPPLEMENTAL APPROPRIATIONS FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE TIF CAPITAL PROJECTS FUND (3005), RESULTING FROM THE ABOVE TRANSFER, IN THE AMOUNT OF $100,000 TO Enoch Davis Farm site Preparation Costs Project (17102), $100,000 TO THE ENVIRONMENTAL CLEANUP OF Enoch Davis Site Project (17103), AND $100,000 TO THE ENVIRONMENTAL CLEANUP OF 22ND STREET SOUTH LOTS Project (17104); AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Kelly Kirschner, Eckerd College, thanked staff their work on the stormwater system.

Councilmember Gabbard moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2019-167 A RESOLUTION APPROVING THE CONTROL ESTIMATE FOR THE SWWRF LATE TRACK CAPACITY UPGRADES PROJECT PHASE 2 (ENGINEERING PROJECT NO. 18094-111; ORACLE NOS. 15965, 15966, 16001, 16405, 16406, 16407, 16408, 16409 AND 16943) IN AN AMOUNT NOT TO EXCEED $1,803,928; APPROVING PARTIAL CONTROL ESTIMATE #4 FOR WRF SW NEW INJECTION WELLS FY17 PROJECT (ENGINEERING NO. 16110-111; ORACLE NO. 15838) IN AN AMOUNT NOT TO EXCEED $2,047,095; PROVIDING THAT THE TOTAL PARTIAL CONTROL ESTIMATE FOR WRF SW NEW INJECTION WELLS FY17 PROJECT (ENGINEERING NO. 16110-111; ORACLE NO. 15838) SHALL NOT EXCEED $6,833,403; APPROVING PARTIAL CONTROL ESTIMATE #3 FOR WRF SW STORMWATER AND SITE IMPROVEMENTS FY17 PROJECT (ENGINEERING NO. 17071-111; ORACLE NO. 15999) IN AN AMOUNT NOT TO EXCEED $1,507,372; PROVIDING THAT THE TOTAL PARTIAL CONTROL ESTIMATE FOR WRF SW STORMWATER AND SITE IMPROVEMENTS FY17 PROJECT (ENGINEERING NO. 17071-111; ORACLE NO. 15999) SHALL NOT EXCEED $2,988,292; AUTHORIZING THE MAYOR
OR HIS DESIGNEE TO EXECUTE THE EIGHTH AMENDMENT TO THE
CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST.
PETERSBURG, FLORIDA, AND THE HASKELL COMPANY DATED
MARCH 22, 2017, AS AMENDED, TO INCORPORATE THE ABOVE
REFERENCED CONTROL ESTIMATE AND PARTIAL CONTROL
ESTIMATES INTO SUCH CONTRACT, AS AMENDED, AND MODIFY
OTHER NECESSARY SECTIONS; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gabbard moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2019-168 A RESOLUTION APPROVING THE AWARD OF A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH A TWO-YEAR RENEWAL OPTION TO TAMPA ARMATURE WORKS, INC. MOTOR REPAIR AND REWINDING SERVICES FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $443,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


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

2019-169 A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND JACOBS ENGINEERING GROUP, INC. (“JACOB”) DATED JANUARY 4, 2018, AS AMENDED, FOR JACOBS TO PROVIDE RDII STUDY ASSISTANCE IN AN AMOUNT NOT TO EXCEED $271,100; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $4,271,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE THIRD AMENDMENT; AND PROVIDING AN EFFECTIVE DATE (ECID PROJECT NO. 17078-111, ORACLE NO. 15953).


Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:
2019-170 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 18-01-SCS/RSFF, TASK ORDER NO. 18-02-SCS/RSFF, AND TASK ORDER NO. 18-03-SCS/RSFF (“TASK ORDERS”) TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND STANTEC CONSULTING SERVICES, INC. (“CONSULTANT”) DATED DECEMBER 6, 2018 FOR CONSULTANT TO PROVIDE PROFESSIONAL SERVICES FOR THE WATER RESOURCES, SANITATION AND STORMWATER UTILITY RATE STUDY FY20 IN A COLLECTIVE AMOUNT NOT TO EXCEED $159,640; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2019-171 A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT WITH CEC MOTOR & UTILITY SERVICES, LLC, FOR WHOLESALE REMOTE MONITORING CONTROL PANELS FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $108,701.04; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2019-172 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-04-RE/W (“TASK ORDER”) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JANUARY 4, 2017 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND REISS ENGINEERING, INC. (“A/E”) FOR A/E TO PROVIDE PROJECT ADMINISTRATION AND MANAGEMENT, A HYDRAULIC AND CAPACITY EVALUATION, AND A TECHNICAL MEMORANDUM FOR THE DOWNTOWN WATER MAIN HYDRAULIC AND CAPACITY EVALUATION PROJECT IN AN AMOUNT NOT TO EXCEED $71,508 (ENGINEERING PROJECT NO. 19063-111; ORACLE NO. 15939); AND PROVIDING AN EFFECTIVE DATE.

Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2019-173 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-05-RE/W (“TASK ORDER”) TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND REISS ENGINEERING, INC. (“A/E”) DATED JANUARY 4, 2017 FOR A/E TO PROVIDE PROJECT ADMINISTRATION AND MANAGEMENT, EXISTING AND NEW FLOW METER EVALUATIONS, AND A TECHNICAL MEMORANDUM FOR THE RECLAIMED WATER METER EVALUATION PROJECT IN AN AMOUNT NOT TO EXCEED $55,120 (ENGINEERING PROJECT NO. 19060-111; ORACLE NO. 16905); AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Claude Tankersley, Public Works Administrator gave a presentation to Council regarding the Tiered Stormwater Utility Rate Development and Implementation. Councilmember Gabbard moved with the second of Councilmember Rice that the following resolution be adopted:

2019-174 A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND STANTEC CONSULTING SERVICES, INC. (STANTEC) DATED FEBRUARY 28, 2018, FOR STANTEC TO PROVIDE ADDITIONAL SERVICES ON AN AS NEEDED BASIS FOR THE TIERED STORMWATER UTILITY RATE DEVELOPMENT AND IMPLEMENTATION FOR AN ADDITIONAL AMOUNT NOT TO EXCEED $216,975; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $216,975 FROM THE UNAPPROPRIATED BALANCE OF THE STORMWATER UTILITY FUND (4011) TO THE ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT, ENGINEERING & CAPITAL IMPROVEMENTS DIVISION (130-1341); AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Sewer Report, Claude Tankersley, Public Works Administrator presented a general update. No action was taken.
In connection with reports, Assistant City Attorney Michael Dema gave opening remarks and Derek Kilborn, Urban Planning & Historic Preservation Manager gave a PowerPoint presentation to Council regarding a request for a rehearing of Ordinance No. 114-HL – Driftwood Local Historic District (City File: HPC-17-90300006). Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. B.J. Sheffield, 287 Driftwood Road Southeast, spoke in support of the rehearing.
2. Shepard Grimes, 2500 8th Avenue South, spoke in support of the rehearing.
3. Bonnie Agan, 251 Driftwood Road Southeast, spoke in support of the rehearing.

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

1. Pamela McMullen, 2521 Driftwood Road Southeast, was in support of the rehearing.
2. Tyler Hyden, 871 17th Avenue North, was in opposition to the rehearing.
3. Robert Pastore, 2605 Driftwood Road South, was in support of the rehearing.

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

2019-175 A RESOLUTION OF THE CITY OF ST. PETERSBURG CITY COUNCIL SETTING THE REHEARING DATE FOR ORDINANCE NO. 114-HL; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Councilmember Lisa Wheeler-Bowman gave a presentation to Council regarding the St. Petersburg Housing Authority report. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Wheeler-Bowman moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the St. Petersburg Housing Board report presented by Councilmember Wheeler-Bowman.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 367-H. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Wheeler-Bowman moved with the second of Councilmember Rice that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 18, 2019 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 367-H

AN ORDINANCE REGARDING ENFORCEMENT OF LOCAL CAMPAIGN FINANCE REGULATIONS CODIFIED IN CITY CODE CHAPTER 10; MAKING FINDINGS CONCERNING SUCH ENFORCEMENT; AMENDING CITY CODE TO ESTABLISH CERTAIN FINES AND CURE PERIODS FOR VIOLATIONS OF THOSE REGULATIONS; AND PROVID-ING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 1113-V. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 18, 2019 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 1113-V

AN ORDINANCE APPROVING A VACATION OF A PORTION OF A 16-FOOT NORTH/SOUTH ALLEY ADJACENT TO A PORTION OF LOT 4 AND LOTS 5-7 OF THE W.J. CURN SUNDIVISION; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 115-HL. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Wheeler-Bowman moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting April 18, 2019 as the public hearing date for the following proposed Ordinance(s):
PROPOSED ORDINANCE NO. 115-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE KENWOOD SECTION – NORTHWEST KENWOOD LOCAL HISTORIC DISTRICT, ROUGHLY BOUND BY THE ALLEY BETWEEN 5TH AND 6TH AVENUES NORTH, 9TH AVENUE NORTH, 28TH STREET NORTH, AND 34TH STREET NORTH, AS A LOCAL HISTORIC DISTRICT 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.


Chair Gerdes recessed the meeting at 2:51 p.m. for a short break.

Chair Gerdes reconvened the meeting at 3:05 p.m.

In connection with a Legal item, Assistant City Attorney Ken MacCollom gave a presentation to Council regarding the Dorchester Holdings Settlement. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Rice moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2019-176 A RESOLUTION APPROVING THE SETTLEMENT OF THE CLAIM OF DORCHESTER HOLDINGS, LLC, CLAIM NUMBER 18-K00566-01 FOR A TOTAL AMOUNT OF $1,120,500; WAIVING ST. PETERSBURG CITY CODE SECTION 2-244; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.


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

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Public Services and Infrastructure Committee for consideration to consider a discussion regarding a potential charter amendment that would allow for acceptance of grants for park conservation purposes.
In connection with a new business item presented by Chair Charles Gerdes, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Public Services and Infrastructure Committee for consideration to consider a discussion regarding possible amendments to the City’s Grease Waste Management Program.

In connection with a new business item presented by Councilmember Darden Rice, Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Joshua Black, 3222 Queen Street North, spoke in opposition to the new business item.

Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Housing, Land Use & Transportation Committee, or other relevant committee, for consideration to consider a discussion regarding an increase in fines for after-the-fact grand tree removal.

In connection with a new business item presented by Councilmember Darden Rice, Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Joshua Black, 3222 Queen Street North, spoke in opposition to the new business item.

Councilmember Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request legal to draft an ordinance amending Section 22-19, 28-27 and 17.5.23 of City Code to add language that reflects gender identity and expression as a protected class.

In connection with a new business item presented by Councilmember Darden Rice, Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Joshua Black, 3222 Queen Street North, spoke in opposition to the new business item.

Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the April 25, 2019 Housing, Land Use & Transportation Committee meeting for consideration to consider a discussion regarding a Council sponsored referendum to raise the millage rate that would only use the tax increases for new developments coming online in 2020 and beyond, which would fund a dedicated Affordable Housing Trust Fund.


In connection with a new business item presented by Councilmember Brandi Gabbard, Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Joshua Black, 3222 Queen Street North, expressed his concerns regarding the new business item.

Councilmember Rice moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Housing, Land Use & Transportation Committee for consideration to consider a discussion regarding the Gateway Master Plan Study report from Forward Pinellas which will be completed by June 2019.


In connection with the Budget, Finance and Taxation Committee reports, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:
BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance and Taxation Committee report of March 14, 2019 presented by Chair Gerdes.


In connection with the Public Services and Infrastructure Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council refer to the April 25, 2019 Committee of the Whole meeting for consideration to consider further discussion on changes to the Sign Code.


Councilmember Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee report of March 14, 2019 presented by Councilmember Kornell.


In connection with the Health, Energy, Resiliency & Sustainability Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Health, Energy, Resiliency & Sustainability Committee report of March 14, 2019 presented by Councilmember Rice.


In connection with the Co-Sponsored Events Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Councilmember Gabbard that the following resolution be adopted:
A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP BY THE CITY IN NAME ONLY FOR FY2019; WAIVING THE NON-PROFILE REQUIREMENTS OF CITY COUNCIL RESOLUTION NO. 2000-562(A)8 FOR THE CO-SPONSORED EVENT TO BE PRESENTED BY LIGHTNING HOCKEY LP; WAIVING THE SIX-MONTH APPLICATION REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 2000-562(D) AND PAYMENT OF THE WAIVER FEE REQUIRED BY RESOLUTION NO. 2009-353 AS TO LIGHTNING HOCKEY LP; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Kornell moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Co-Sponsored Events Committee report of March 14, 2019 presented by Chair Gerdes.


In connection with the Housing, Land Use & Transportation Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Kornell that the following resolution be adopted:

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF STEPHANIE A. OWENS AS A MEMBER OF THE ST. PETERSBURG HOUSING AUTHORITY BOARD OF COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Gabbard moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF JERRILYN “JERRI” EVANS AS A MEMBER OF THE ST. PETERSBURG HOUSING AUTHORITY BOARD OF COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.
Councilmember Gabbard moved with the second of Councilmember Driscoll that the following resolution be adopted:

**BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Housing, Land Use & Transportation Committee report of March 28, 2019 presented by Councilmember Gabbard.**

Councilmember Rice moved with the second of Councilmember Kornell that the following resolution be adopted:

**BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Committee of the Whole: Bus Rapid Transit & Complete Streets; Weeki Wachee Fund – Maximo Park report of March 28, 2019 presented by Chair Gerdes.**
In connection with the Legislative Affairs & Intergovernmental Relations Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Legislative Affairs & Intergovernmental Committee report of March 15, 2019 presented by Councilmember Foster.


In connection with the second Open Forum portion of the agenda, there were no person(s) present wishing to speak.
1. Approving the renewal of a blanket purchase agreement for temporary staffing services with Personnel Solutions Plus, LLC, in the amount of $3,000,000, for a total contract amount of $6,600,000.

2. Accepting a proposal from Morelli Landscaping, Inc., for landscape services for rights-of-way and City facilities, for the Engineering and Capital Improvements Department, for a total contract amount of $3,000,000.

3. Approving the renewal of a blanket purchase agreement with Badger Meter Inc. for residential water meters, for a total contract amount of $2,850,000.

4. Approving the renewal of a blanket purchase agreement with JPMorgan Chase Bank, N.A., for banking services, at an estimated annual cost of $200,000, for a total contract amount of $850,000.

5. Approving the renewal of a blanket purchase agreement to Neptune Technology Group, Inc., a sole source supplier, for commercial water meters for the Water Resources Department, for a total contract amount of $800,000.

6. A Resolution finding that $21,500.00 is an amount sufficient to pay for sidewalk maintenance of the sections of the sidewalk located within the Florida Department of Transportation right of way for the 3rd Street from 5th Avenue South to 5th Avenue North Complete Streets Project (“Project”), over its useful life of fifteen (15) years; authorizing a supplemental appropriation in the amount of $21,500.00 from the unappropriated balance of the General Fund (0001) to fund future sidewalk maintenance required by the Local Agency Program Agreement (“Agreement”) between the State of Florida Department of Transportation (“FDOT”) and the City of St. Petersburg, Florida (“City”); providing that the maintenance funds shall not need annual re-appropriations and shall be considered encumbered for the useful life of the Project with only authorized expenditures being for maintenance of the sidewalk improvements of the project; finding that execution of the Agreement shall not be considered an unlawful act under Florida Statute §166.241; approving the Agreement and authorizing the Mayor or
his designee to execute a Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the construction activities related to the 3rd Street from 5th Avenue South to 5th Avenue North Complete Streets Project in an amount not to exceed $1,363,811.00; authorizing a supplemental appropriation in the amount of $1,363,811.00 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from these additional revenues, to the 3rd & 4th Streets – Complete Streets Project (TBD); and providing an effective date. (FDOT Financial Project No. 43780715801) (ECID Project No. 16022-112; Oracle No. 15090, 15647, 16198 and a TBD).

7. A resolution by the City Council of the City of St. Petersburg rescinding unencumbered appropriations in the General Capital Improvement Fund (3001) in the amounts of $1,749,493 from the Education and Job Readiness Project (16067), $1,685,547 from the Business/Workforce Development Project (15381), $1,749,493 from the Housing and Neighborhood Revitalization Project (15382), and $238,300 from the CRA Communications, Operations and Evaluation Project (TBD); approving a transfer in the amount of $5,122,833, from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these rescissions, to the South St. Petersburg Redevelopment District Fund (1104); approving a supplemental appropriation in the amount of $5,122,833 from the unappropriated balance of the South St. Petersburg Redevelopment District Fund (1104), resulting from the above transfer, to the Economic and Workforce Development Department, Economic and Workforce Development Division (375.2609) for the Workforce, Education Job Readiness CRA program, the Business and Commercial Development CRA program, the Housing and Neighborhood Revitalization CRA plan, and the CRA Communications, Evaluation and Operations program; approving a transfer in the amount of $3,000,000 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescissions, to the TIF Capital Projects Fund (3005); approving supplemental appropriation from the increase in the unappropriated balance of the TIF Capital Projects Fund (3005), resulting from the above transfer, in the amounts of $100,000 to the Enoch Davis Farm Site Preparation Costs Project (17102), $100,000 to the Environmental Cleanup of Enoch Davis Site Project (17103), and $100,000 to the Environmental Cleanup of 22 Street South Lots Project (17104); and providing an effective date. [MOVED TO REPORTS AS ITEM E-4]
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 a five-year blanket purchase agreement with AKCA Incorporated for traffic marking materials and services, for the Engineering and Capital Improvements and Transportation and Parking Management departments, at total contract amount of $397,000.

2. Approving a job order to G.E.C. Associates, Inc., in the amount of $297,118.17 for construction services to replace the roofing system on the Lawn Bowling Club building at the Mirror Lake Complex; rescinding unencumbered appropriations in the amount of $151,180 from the City Facility Roof/Waterproofing FY18 project (16225) and $173,820 from the City Facility Roof/Waterproofing FY19 project (16737), approving a transfer in the amount of $325,000 from the City Facilities Capital Improvement Fund (3031) to the Recreation and Culture Capital Fund (3029), resulting from these rescissions, to provide funding for the above Construction and Engineering services for the project; approving a supplemental appropriation in the amount of $325,000 from the increase in the unappropriated balance of the Recreation and Culture Capital Fund (3029) resulting from the above transfer to the Lawn Bowling Club Reroofing Project, (Engineering Project No. 18205-017; Oracle No. 16212), and providing an effective date.

3. Approving a three-year blanket purchase agreement with Williams Scotsman Inc. for modular building lease or rental, at an estimated annual cost of $95,000, for a total contract amount of $285,000.

4. Approving the purchase of a street sweeper from Environmental Products Group, Inc. for the Fleet Management Department, at a total cost of $256,111.

5. Approving a job order to Caladesi Construction Co., in an amount not to exceed $73,441.62, to remove all 1970’s circa vinyl tile and upgrade all of the flooring materials at the Dwight H. Jones Neighborhood Center; rescinding unencumbered appropriations in the amount of $30,000 from the Dwight Jones Kitchen Imps FY19 project (16690); approving a supplemental appropriation in the amount of $30,000 from the unappropriated balance of the General Capital Improvement Fund (3031) resulting from
04/04/2019

these rescissions to the Dwight Jones Flooring Replacement Project (Engineering Project No. 18237-019; Oracle No. 16150); and providing an effective date.

6. Approving a Construction Manager at Risk Agreement (“CMAR”) with a Guaranteed Maximum Price (“GMP”) between the City of St. Petersburg ("City") and Creative Contractors, Inc. ("Creative"), for preconstruction and construction management services, for the Shore Acres Center Replacement ("CMAR Agreement"). Authorizing the City Attorney to make non-substantive changes to the CMAR Agreement; Authorizing the Mayor, or his designee, to execute the CMAR agreement; authorizing payment to Creative in an amount not to exceed $24,808 for the preconstruction phase services (Engineering Project No. 17203-017; Oracle Project No.15651); and providing an effective date.

7. Approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Stantec Consulting Services, Inc. (Stantec) dated February 28, 2018 for Stantec to provide additional services on an as needed basis to the Tiered Stormwater Utility Rate Development and Implementation for an additional amount not to exceed $216,975; approving a supplemental appropriation in the amount of $216,975 from the unappropriated balance of the Stormwater Utility Fund (4011); authorizing the City Attorney’s Office to make non-substantive changes to the First Amendment; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. [MOVED TO SEWER REPORT AS ITEM E-3(i)]

8. A resolution accepting Addendum No. 1 in an amount not to exceed $138,882.64 submitted by Air Mechanical & Service Corp (AMSCO) to the Control Estimate dated December 30, 2018 for AMSCO to move City Hall furniture to the Police Headquarters as part of the City Hall HVAC Upgrades Project; providing that the total Control Estimate for the City Hall HVAC Upgrades Project shall not exceed $5,686,686.07; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager Contract between the City of St. Petersburg, Florida and AMSCO dated August 25, 2017, as amended, to incorporate Addendum No. 1 into the Control Estimate; authorizing the City Attorney’s office to make non-substantive changes to the Second Amendment.

9. Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-05-KH/T ("Task Order"), as revised and amended, to the architect/engineering agreement dated June 1, 2016 between the City of St. Petersburg, Florida and Kimley-Horn and Associates, Inc. ("A/E") for A/E to provide additional design and surveying services related to the 5th Avenue North, from 4th St to 6th St North – Lane Reduction Project in an amount not to exceed $24,984.20, providing that the total Task Order, as revised and amended, shall not exceed $108,506.42; (ECID Project No. 17041-112 and Oracle Nos. 15093 and 15638); and providing an effective date.

10. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-11-KCA/STB ("Task Order") to the architect/engineering agreement dated July 19, 2016 between the City of St. Petersburg and Kisinger Campo & Associates, Corp. ("A/E") for A/E to provide a Cultural Resources Assessment Survey and bidding phase
services related to the Bridge Replacement at Bayou Grande Blvd, North of Tanglewood Drive Northeast Project (Bridge No. 157184) in an amount not to exceed $39,973.15, providing that the total Task Order, as amended, shall not exceed $415,168.15 (ECID Project No. 18052-110; Oracle No. 16173); and providing an effective date.

11. Authorizing the Mayor or his designee to execute Task Order No. 16-02-HDR/W (“Task Order”) to the architect/engineering agreement between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) dated December 13, 2016 for A/E to provide project administration, field data collection and review, basis of design memorandum, final design, and bidding services related to the 48-in WTM Lake Tarpon Outfall Improvements Project in an amount not to exceed $137,525.84 (ECID Project No. 19048-111; Oracle No. 16349); and providing an effective date.

12. Confirming the appointment of Lucy Trimarco and John Lopez as regular members to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2019.

13. Confirming the reappointment of Kimberly Rankine to the Committee to Advocate for Persons with Impairments.

14. A resolution increasing the size of the Consolidated Plan Ad Hoc Application Review Committee (Committee) to eleven (11) members; confirming the Mayor’s appointments to the Committee for FY 2019/20; and providing an effective date.

15. Approving a supplemental appropriation from the unappropriated balance of the Federal Treasury Forfeiture Fund (1603) to the Police Department, Federal Treasury Forfeiture Division (140-2859) in the amount of $57,818.39; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution. [MOVED TO REPORTS AS ITEM E-5]

16. Approving the first amendment to the agreement between the City of St. Petersburg, Florida, and Bayfront Tower Condominium Residential, Inc. dated May 9, 2012 to extend the term for an additional seven-year period to occupy and use designated areas on the rooftop of Bayfront Tower for the purpose of installing, maintaining and operating a City wireless system.

17. Approving the minutes of the January 3, January 10, and January 17, 2019 City Council meetings.

18. Approving the minutes of the February 7, February 14, and February 21, 2019 City Council meetings.
There being no further business, Chair Gerdes adjourned the meeting at 4:16 p.m.

______________________________  
Charles Gerdes, Chair-Councilmember  
Presiding Officer of the City Council

ATTEST: _____________________________  
Chan Srinivasa, City Clerk
Vice-Chair Ed Montanari called the meeting to order with the following members present: Gina Driscoll, Amy Foster, Brandi Gabbard, Steve Kornell, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Deputy Mayor/City Administrator Dr. Kanika Tomalin, Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritch, City Clerk Chan Srinivasa and Office Systems Specialist Paul Traci were also in attendance. Absent. Charles Gerdes.

In connection with the approval of the agenda, Councilmember Wheeler-Bowman moved with the second of Councilmember Driscoll that the following resolution be adopted:

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

DEFER D-1 Land Use & Transportation Report [DEFERRED TO A FUTURE CITY COUNCIL MEETING]
DELETE D-4 Tampa Bay Regional Planning Council Report


In connection with the Awards and Presentations portion of the agenda, Deputy Mayor/City Administrator Dr. Kanika Tomalin presented a Proclamation proclaiming April 13th, 2019 as Earth Day.

In connection with the Awards and Presentations portion of the agenda, Deputy Mayor/City Administrator Dr. Kanika Tomalin presented a Proclamation proclaiming the month of April 2019 as Water Conservation Month.

In connection with the Awards and Presentations portion of the agenda, Assistant City Administrator Tom Greene presented a Proclamation proclaiming the month of April 2019 as Alcohol Awareness Month.
In connection with the Awards and Presentations portion of the agenda, Assistant City Administrator Tom Greene presented a Proclamation proclaiming the month of April 2019 as Sexual Assault Awareness Month.

In connection with the Awards and Presentations portion of the agenda, Assistant City Administrator Tom Greene presented a Proclamation proclaiming the month of April 2019 as Child Abuse Awareness Month.

In connection with the Awards and Presentations portion of the agenda, Watson L. Haynes, II, Pinellas County Urban League President gave a PowerPoint presentation to Council regarding the Pinellas County Urban League Update. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Fire Rescue Chief Ian Womack gave a presentation to Council regarding the EMS ALS Competition Team Recognition. No action was taken.

In connection with the Awards and Presentations portion of the agenda, Scott Youngblood, City Beautiful Commission Chair gave a PowerPoint presentation to Council regarding the City Beautiful Commission Update. No action was taken.

In connection with the Homeless Leadership Board report, Vice-Chair Montanari asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Homeless Leadership Board report presented by Councilmember Foster.


In connection with the Public Arts Commission report, Vice-Chair Montanari asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Arts Commission report presented by Councilmember Driscoll.

04/11/2019

There being no further business Vice-Chair Montanari adjourned the meeting at 4:39 p.m.

__________________________________________
Ed Montanari, Vice-Chair - Councilmember
Presiding Officer of the City Council

ATTEST: _____________________________
Chan Srinivasa, City Clerk
Chair Charles Gerdes called the meeting to order with the following members present: Amy Foster, Brandi Gabbard, Gina Driscoll, Charles Gerdes, Steve Kornell, Ed Montanari, Darden Rice and Lisa Wheeler-Bowman. Deputy Mayor/City Administrator Dr. Kanika Tomalin, Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritich, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Senior Deputy City Clerk Cathy E. Davis were also in attendance. Absent. None.

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

MOVED CA-3 Accepting a bid from Florida Safety Contractors, Inc. for the Carillon Park Intersection Improvements, in the amount of $1,645,948.45 (Engineering Project No. 17074-112; Oracle No. 15645). [MOVED AS A GOOD NEWS ITEM E-6]

MOVED CA-4 Approving an increase in allocation for the Workforce Readiness and Development Program with Pinellas Ex-Offender Re-Entry Coalition, Inc. (PERC), in the amount of $662,500, for a total contract amount of $1,312,428. [MOVED TO REPORTS AS ITEM E-4]

REVISED CB-1 Approving a three-year blanket purchase agreement with Safety Products Inc. for safety clothing and supplies, for a total contract amount of $450,000.

REVISED CB-3 Approving the purchase of an asphalt paver from Ring Power Corporation for the Fleet Management Department, at a total cost of $129,571.25.

REVISED CB-5 Authorizing the Mayor or his designee to accept a Planning and Place-Making Grant (Grant) from Forward Pinellas for the Missing Middle Housing Lending Analysis at a maximum reimbursement amount of $25,000; to execute a Planning and Place-Making Grant Pilot Program Funding [Interlocal] Agreement with Forward Pinellas; and to execute all other documents necessary to effectuate the Grant; approving a supplemental appropriation in the amount of $25,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these
additional revenues to the Urban Planning and Historic Preservation Division (370.1541), Missing Middle Housing Lending Analysis (TBD); and providing an effective date. (Corrected title only.)

MOVED CB-6 Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-04-KCA/STB (“Task Order”) to the architect/engineering agreement dated July 19, 2016 between the City of St. Petersburg, Florida, and Kisinger Campo & Associates, Corp. (“A/E”) for A/E to provide traffic signalization plans and post design services during the construction phase of the Carillon Park Intersection Improvements Project in an amount not to exceed $79,775.78; providing that the total Task Order amount, as amended, shall not exceed $279,687.99 (ECID Project No. 17074-112; Oracle No. 15645); and providing an effective date. [MOVED AS A GOOD NEWS ITEM AS E-7]

MOVED CB-8 Approving an agreement between the City of St. Petersburg, Florida, and Jon Hair Monumental Sculpture, LLC (Artist), for artist to design, fabricate, and install an exterior bronze sculpture of Elder Jordan Sr. on City of St. Petersburg-owned land contiguous with the Manhattan Casino just north of the I-275 overpass in Jordan Park for a firm fixed price of $75,000 (Artist Agreement); approving a supplemental appropriation in the amount of $75,000 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs Division (0201777); authorizing the City Attorney to make non-substantive changes to the Artist Agreement; authorizing the Mayor or his designee to execute the artist agreement and all documents necessary to effectuate this transaction; and providing an effective date. [MOVED TO REPORTS AS ITEM E-5]

ADD CB-9 Approving the First Amendment to the ONE Community Plan Agreement between the City of St. Petersburg and Pinellas County Urban League, Inc. (“PCUL”).

ADD CB-10 Confirming the appointment of Councilmember Ed Montanari as an alternate to the Community Development Block Grant Committee.

REVISED E-1 Renewing an annual construction contract with Ajax Paving Industries of Florida, LLC for Citywide Street Milling and Resurfacing for the Engineering and Capital Improvements Dept., in the amount of $4,000,000 for FY2019, for a total contract amount of $7,414,635.50 (ECID Project No. 19003-130; Oracle Project Numbers 16741 and 16730).

DELETE E-3(a) Awarding a contract to All American Concrete, Inc. for SAN HDPE Pipe Replacement, in the amount not to exceed $3,626,000 (Engineering Project No. 18016-111; Oracle Nos. 16366).

DELETE E-3(b) Accepting a bid from Rowland Inc. for SAN Priority Area Repair & Replace, in the amount of $3,540,000 (Engineering Project No. 18017-111; Oracle Nos. 16365, 16918).

DELETE E-3(c) Accepting a bid from All American Concrete, Inc. for SAN Pipe Repair & Replace FY19, for an amount up to $3,490,000 (Engineering Project No. 19036-111; Oracle No. 16912).
REVISED E-3(e) Approving a job order to PCL Construction, Inc. for COSME Lime sludge removal and disposal services for the Water Resources Department, at a total contract amount of $497,657.70.

REVISED E-3(f) Approving the Fifth Amendment to the Construction Manager at Risk Agreement between the City of St. Petersburg, Florida and the Haskell Company dated December 10, 2014, as amended, to revise the project schedule; authorizing the Mayor or his designee to execute the Fifth Amendment; authorizing the City Attorney’s office to make non-substantive changes to the Fifth Amendment; and providing an effective date.

ADD F-1 Respectfully requesting a referral to the Public Services and Infrastructure Committee to discuss a new ordinance that will set standards for building mechanical noise such as HVAC systems. (Councilmember Driscoll)

ADD F-2 Respectfully requesting that the city administration consider using local music as the accompaniment for the light show that will be part of the splash pad at the new Pier. (Councilmember Kornell)

ADD G-1(a) A resolution superseding Resolution 2012-191; confirming the creation of the Social Services Allocations Committee; providing for purpose and goals; providing for members; providing guidelines for funding; providing criteria for evaluating applications.

INFO G-3 Health, Energy, Resiliency & Sustainability Committee

ADD G-3(a) Approving and adopting the Integrated Sustainability Action Plan; setting forth expectations for implementation of the ISAP.

REVISED I-4 Ordinance 363-H amending Chapter 16, City Code of Ordinances 9Land Development Regulations) to establish a “Storefront Conservation Corridor Overlay.” (City File: LDR-2019-01) [COVER MEMO]


In connection with approval of the Consent Agenda, Councilmember Rice moved with the second of Councilmember Wheeler-Bowman that the following resolutions be adopted approving the attached Consent Agenda as amended.


In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Linn Sennott, 107 Fareham Place North, spoke regarding the St. Pete Beach City Commission meeting for Bus Rapid Transit.

2. Gordon Norton, 1911 80th Street North, spoke in opposition to the Martin Luther King, Jr. Street North lane closure due to Complete Streets.
3. Ed Carlson, 7691 30th Avenue North, spoke regarding “Boulevard Sidewalks + Medians” and in opposition to Complete Streets.
4. Heidi Sumner, 601 64th Street North, spoke regarding negative impacts from Complete Streets.
5. Rob Sumner, 601 64th Street North, spoke regarding negative impacts from Complete Streets.
7. Lucinda Johnston, 348 11th Avenue Northeast, spoke in support of Complete Streets.
8. John Muhammad, spoke regarding Childs Park and the Youth & Family Services report.
10. Dewey Caruthers, 8144 24th Avenue North, spoke regarding funding for a teen auto theft study.

The following person(s) were present but did not wish to speak:
1. Hugh Tulloch, 555 5th Avenue Northeast, was in opposition to Complete Streets and Bus Rapid Transit.

In connection with reports, Evan Mory, Transportation & Parking Management Director gave a PowerPoint presentation to Council regarding agreements for Carillon Park Intersection Improvements. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Foster moved with the second of Councilmember Wheeler-Bowman that the following resolutions be adopted:

2019-191 A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO FLORIDA SAFETY CONTRACTORS, INC. FOR THE CARILLON PARK INTERSECTION IMPROVEMENTS PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $1,645,948.45; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

PARK INTERSECTION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $79,775.78; PROVIDING THAT THE TOTAL TASK ORDER AMOUNT, AS AMENDED, SHALL NOT EXCEED $279,687.99 (ECID PROJECT NO. 17074-112; ORACLE NO. 15645); AND PROVIDING AN EFFECTIVE DATE.


In connection with new ordinances, the Clerk read the title of proposed Ordinance 368-H. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting May 2, 2019 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 368-H

AN ORDINANCE AMENDING ST. PETERSBURG CITY CODE SUBSECTION 17.5-23(C) RELATING TO THE LOCAL HOUSING ASSISTANCE PROGRAM, SECTION 22-19 RELATING TO THE PERSONNEL MANAGEMENT SYSTEM, AND SUBSECTION 28-27(D) RELATING TO PROHIBITED CONDUCT OF PUBLIC VEHICLE DRIVERS TO ADD GENDER IDENTITY AND EXPRESSION AS A PROTECTED CLASS; AND PROVIDING AN EFFECTIVE DATE.


In connection with reports, Louis Moore, Procurement Director gave a presentation to Council regarding a Citywide Street Milling and Resurfacing Agreement for the Engineering and Capital Improvements Department. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Kornell motioned that Council request staff go back to Ajax Paving Industries of Florida, LLC regarding the renewal of an annual construction contract. The motion failed due to lack of a second.

Vice-Chair Montanari moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council defer this item to the May 2, 2019 City Council meeting.

Chair Gerdes recessed the meeting at 4:40 p.m. for a short break.

Chair Gerdes reconvened the meeting at 4:51 p.m.

In connection with reports, Brejesh Prayman, Engineering Director and City Architect Manager Raul Quintana gave a PowerPoint presentation to Council regarding the Pier Report. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Wheeler-Bowman moved with the second of Councilmember Driscoll that the following resolutions be adopted:

2019-193  A RESOLUTION ACCEPTING ADDENDUM NO. 9 IN AN AMOUNT NOT TO EXCEED $478,824 SUBMITTED BY SKANSKA USA BUILDING, INC. (“SKANSKA”) TO THE GUARANTEED MAXIMUM PRICE (“GMP”) PROPOSAL DATED APRIL 3, 2018 TO INSTALL THE PLAY EQUIPMENT AND SAFETY SURFACING; ACCEPTING ADDENDUM NO. 10 IN AN AMOUNT NOT TO EXCEED $778,419 SUBMITTED BY SKANSKA TO THE GMP PROPOSAL DATED APRIL 3, 2018 TO REPAIR SEAWALLS IN THE NORTH AND CENTRAL YACHT BASINS; PROVIDING THAT THE TOTAL GMP FOR THE PIER APPROACH PROJECT SHALL NOT EXCEED $24,806,844; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE NINTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JANUARY 10, 2017, AS AMENDED, TO INCORPORATE THE ABOVE REFERENCED ADDENDUMS TO THE GMP PROPOSAL INTO THE AGREEMENT, AS AMENDED; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE NINTH AMENDMENT; APPROVING A TRANSFER IN THE AMOUNT OF $778,419 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR EMERGENCY REPAIRS TO SECTIONS OF SEAWALL AT THE NORTH AND CENTRAL BASINS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $778,419 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (15377); APPROVING A TRANSFER IN THE AMOUNT OF $125,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR OVERALL PROJECT CONTINGENCY; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $125,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER APPROACH PROJECT (15377); AND PROVIDING AN EFFECTIVE DATE.
A RESOLUTION ACCEPTING ADDENDUM NO. 3 IN AN AMOUNT NOT TO EXCEED $174,150 SUBMITTED BY SKANSKA USA BUILDING, INC. ("SKANSKA") TO THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED NOVEMBER 17, 2017 FOR UPGRADES TO THE INTERACTIVE CONTROL SYSTEM FOR THE PIER SPLASH PAD; ACCEPTING ADDENDUM NO. 4 IN AN AMOUNT NOT TO EXCEED $852,829 SUBMITTED BY SKANSKA TO THE GMP PROPOSAL DATED NOVEMBER 17, 2017 FOR THE PIER HEAD BUILDING BACK OF HOUSE AND CORE & SHELL MODIFICATIONS; PROVIDING THAT THE TOTAL GMP FOR THE PIER PROJECT SHALL NOT EXCEED $40,659,037; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SIXTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND SKANSKA DATED JULY 13, 2015, AS AMENDED, TO INCORPORATE THE ABOVE REFERENCED ADDENDUMS TO THE GMP PROPOSAL INTO SUCH AGREEMENT, AS AMENDED; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE SIXTH AMENDMENT; APPROVING A TRANSFER IN THE AMOUNT OF $925,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO PROVIDE FUNDING FOR THE INTERACTIVE CONTROL SYSTEM UPGRADES TO THE SPLASH PAD, THE MODIFICATIONS TO THE PIER HEAD BUILDING BACK OF HOUSE AND CORE & SHELL AND FOR OVERALL PROJECT CONTINGENCY; AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $925,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER TO THE PIER VISIONING PROJECT (11988); AND PROVIDING AN EFFECTIVE DATE.


Councilmember Driscoll moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 16-04-LEP/T ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED MAY 13, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND LANDIS EVANS + PARTNERS ("A/E") FOR A/E TO PROVIDE ADDITIONAL ENGINEERING SERVICES DURING THE DESIGN PHASE OF THE PIER DISTRICT WAYFINDING PROJECT AND BIDDING PHASE SERVICES IN AN AMOUNT NOT TO EXCEED $35,777.95; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $61,594.12 (ENGINEERING PROJECT NO. 18127-112, ORACLE NOS. 14618 AND 16189); AND PROVIDING AN EFFECTIVE DATE.
In connection with reports, Alan DeLisle, City Development Administration gave a PowerPoint presentation to Council regarding an increase in allocation for the Workforce Readiness and Development Program. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

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

2019-196 A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $662,500 TO THE ALLOCATION FOR THE BLANKET PURCHASE AGREEMENT WITH PINELLAS EX-OFFENDER RE-ENTRY COALITION, INC. (PERC); PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $1,312,428; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

In connection with reports, Claude Tankersley, Public Works Administrator presented the Sewer Report. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

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

2019-197 A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $750,000 TO THE ALLOCATION FOR THE AGREEMENTS WITH ALL AMERICAN CONCRETE, INC. AND ROWLAND, INC. FOR UNSCHEDULED REPAIRS FOR THE WATER RESOURCES DEPARTMENT AND ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $1,750,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.
2019-198 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. COSME-WTP-PCL-0006.00 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PCL CONSTRUCTION, INC. (“CONTRACTOR”) DATED DECEMBER 14, 2017 FOR CONTRACTOR TO REMOVE AND DISPOSE OF LIME SLUDGE AT THE COSME WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED $497,657.70; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Rice moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2019-199 A RESOLUTION APPROVING THE FIFTH AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE HASKELL COMPANY DATED DECEMBER 10, 2014, AS AMENDED, TO REVISE THE PROJECT SCHEDULE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIFTH AMENDMENT; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIFTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.


In connection with the Sewer Report, Claude Tankersley, Public Works Administrator gave a presentation to Council regarding the Biosolids / General Update. No action was taken.

Chair Gerdes recessed the meeting at 6:10 p.m. for a dinner break.

Chair Gerdes reconvened meeting at 6:50 p.m.

In connection with reports, Wayne Atherholt, Cultural Affairs Director gave a presentation to Council regarding an agreement for the construction and installation of an exterior bronze sculpture of Elder Jordan, Sr. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gabbard moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2019-200 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND JON HAIR MONUMENTAL SCULPTURE, LLC (“ARTIST”), FOR ARTIST TO DESIGN, FABRICATE, AND INSTALL AN EXTERIOR BRONZE SCULPTURE OF ELDER JORDAN SR. ON CITY OF ST. PETERSBURG-OWNED LAND CONTIGUOUS WITH THE MANHATTAN CASINO JUST NORTH OF THE I-275 OVERPASS IN
JORDAN PARK FOR A FIRM FIXED PRICE OF $75,000 ("ARTIST AGREEMENT"); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $75,000 FROM THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901) TO THE MAYOR'S OFFICE CULTURAL AFFAIRS DIVISION (0201777); AUTHORIZING THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE CHANGES TO THE ARTIST AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE ARTIST AGREEMENT AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Rice moved with the second of Vice-Chair Montanari that the following resolutions be adopted:

2019-201 A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1599 ("LCA 1599") 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.

2019-207 A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1600 ("LCA 1600") 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.

2019-202 A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1243 ("SEC 1243") 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.
A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1244 ("SEC 1244") 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.

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 470 ("DMO NO. 470") 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.

A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 471 ("DMO NO. 471") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.


In connection with public hearings, the Clerk read the title of proposed Ordinance 367-H. Assistant City Attorney Brett Pettigrew gave a presentation to Council regarding the proposed Ordinance. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Driscoll moved with the second of Councilmember Rice that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 367-H entitled:
PROPOSED ORDINANCE NO. 367-H

AN ORDINANCE REGARDING ENFORCEMENT OF LOCAL CAMPAIGN FINANCE REGULATIONS CODIFIED IN CITY CODE CHAPTER 10; MAKING FINDINGS CONCERNING SUCH ENFORCEMENT; AMENDING CITY CODE TO ESTABLISH CERTAIN FINES AND CURE PERIODS FOR VIOLATIONS OF THOSE REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 1113-V. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Wheeler-Bowman moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1113-V entitled:

PROPOSED ORDINANCE NO. 1113-V

AN ORDINANCE APPROVING A VACATION OF A PORTION OF A 16-FOOT NORTH/SOUTH ALLEY ADJACENT TO A PORTION OF LOT 4 AND LOTS 5-7 OF THE W.J. CURN SUBDIVISION; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.


In connection with public hearings, the Clerk read the title of proposed Ordinance 363-H. Derek Kilborn, Urban Planning & Historic Preservation Manager gave a PowerPoint presentation to Council regarding the proposed Ordinance. Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Bob Jeffrey, 2302 1st Avenue North, spoke in support of the proposed Ordinance.
2. Monica Kile, 365 17th Avenue Northeast, spoke in support of the proposed Ordinance.
3. Jeff Schorr, 2959 Central Avenue, spoke in support of the proposed Ordinance.
4. Richard McGindst, 2250 Central Avenue, spoke in support of the proposed Ordinance.
5. Larry Feldman, 100 2nd Avenue South, spoke in opposition to the proposed Ordinance.
6. Jonathan Daou, 1114 Central Avenue, spoke in opposition to the proposed Ordinance.
7. Scott Sherman, spoke in support of the proposed Ordinance.
8. Mack Feldman, 175 2nd Street South, spoke in opposition to the proposed Ordinance.
9. Joe Furst, spoke in opposition to the proposed Ordinance.
10. Craig Taraszki, 1448 51st Avenue Northeast, spoke in opposition to the proposed Ordinance.
11. Jason Rutland Spitzer, 4435 1st Avenue Northeast #104, spoke in opposition to the proposed Ordinance.
12. Dennis Lang, 2260 5th Avenue South, spoke in support of the proposed Ordinance.

The following person(s) were present but did not wish to speak:
1. Patricia Grinaker, 4800 18th Avenue Northeast, was in support of the proposed Ordinance.
2. Arne Grinaker, 4347 44th Street South, was in support of the proposed Ordinance.

Councilmember Rice moved with the second of Councilmember Gabbard that the agenda item be tabled to allow for a study and hold a community discussion regarding the necessary funding for the hiring of a facilitator. The motion was withdrawn.

Councilmember Rice moved with the second of Vice-Chair Montanari that proposed Ordinance 363-H be approved with the condition that it apply only to new construction. The motion was withdrawn.

Councilmember Kornell moved with the second of Councilmember Wheeler-Bowman that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request that the Legal Department bring back amendments regarding proposed Ordinance 363-H to the June 6, 2019 City Council meeting.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 363-H entitled:

**PROPOSED ORDINANCE NO. 363-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 16 OF THE CITY CODE; CREATING A NEW SECTION 16.30.095 FOR THE STOREFRONT CONSERVATION CORRIDOR OVERLAY; PROVIDING FOR GRANDFATHERING; CREATING DEFINITIONS; PROVIDING THE PROCESS FOR ESTABLISHMENT OF AN OVERLAY CORRIDOR; ESTABLISHING APPROVED CORRIDORS ALONG PORTIONS OF BEACH DRIVE AND CENTRAL AVENUE; ESTABLISHING USE, DESIGN, AND OTHER STANDARDS; ESTABLISHING CRITERIA FOR
VARIANCES; AMENDING SECTION 16.70.015 - DECISIONS AND APPEALS
TABLE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

be adopted on second and final reading as amended.


Chair Gerdes recessed the meeting at 8:52 p.m. for a short break.

Chair Gerdes reconvened the meeting at 9:05 p.m.

The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinance No. 115-HL. A presentation was made by Laura Duvekot, Historic Preservationist and Applicant Brian Kelly regarding the designation of the Kenwood Section – Northwest Kenwood Local Historic District, as a Local Historic District and adding the property to the St. Petersburg Register of Historic Places pursuant to Section 16.30.070, City Code (City File: 19-90300008).

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

1. Lance Olson, 2526 4th Avenue North, spoke in support of the proposed Ordinance.
2. Edna Whisler, 826 25th Avenue North, spoke in support of the proposed Ordinance.
3. Jeff Schorr, 2955 Central Avenue, spoke in support of the proposed Ordinance.
4. Nicole Carlisle, 3205 6th Avenue North, spoke in support of the proposed Ordinance.
5. Bob Jeffery, 2302 1st Avenue North, spoke in support of the proposed Ordinance.
6. John Seibert, 2926 7th Avenue North, spoke in support of the proposed Ordinance.
7. Jeff Danner, 2351 Dartmouth Avenue North, spoke in support of the proposed Ordinance.

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

1. Brenda Gordon, 2934 Burlington Avenue North, was in support of the proposed Ordinance.
2. Georgia Earp, 3140 7th Avenue North, was in support of the proposed Ordinance.
3. Alexander Smith, 2624 Burlington Avenue North, was in support of the proposed Ordinance.
4. Jayson Lazaro, 2801 7th Avenue North, was in support of the proposed Ordinance.
5. MJ Baker, 2225 4th Avenue North, was in support of the proposed Ordinance.
6. Michael Baker, 2225 4th Avenue North, was in support of the proposed Ordinance.
7. Jennifer Smith, 2624 Burlington Avenue North, was in support of the proposed Ordinance.
8. Margaret Zak, 3228 8th Avenue North, was in support of the proposed Ordinance.
9. Douglas Wilkins, 3228 8th Avenue North, was in support of the proposed Ordinance.
10. John Potts, 2836 7th Avenue North, was in support of the proposed Ordinance.
11. Karen Potts, 2836 7th Avenue North, was in support of the proposed Ordinance.
12. James Garnett, 2850 9th Avenue North, was in support of the proposed Ordinance.
13. Darrel Gordon, 2934 Burlington Avenue North, was in support of the proposed Ordinance.

Councilmember Foster moved with the second of Vice-Chair Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 115-HL entitled:

PROPOSED ORDINANCE NO. 115-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE KENWOOD SECTION – NORTHWEST KENWOOD LOCAL HISTORIC DISTRICT, ROUGHLY BOUND BY THE ALLEY BETWEEN 5TH AND 6TH AVENUES NORTH, 9TH AVENUE NORTH, 28TH STREET NORTH, AND 34TH STREET NORTH, AS A LOCAL HISTORIC DISTRICT 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.

be adopted on second and final reading.


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

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully refer to the Public Services & Infrastructure Committee for consideration to consider a discussion regarding a new ordinance that will set standards for building mechanical noise such as HVAC systems.


In connection with a new business item presented by Councilmember Steve Kornell, regarding a request for City Administration to consider using local music as the accompaniment for the light show that will be part of the splash pad at the new Pier, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.
In connection with the Budget, Finance and Taxation Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Vice-Chair Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

2019-204 A RESOLUTION SUPERSEDING RESOLUTION 2012-191; CONFIRMING THE CREATION OF THE SOCIAL SERVICES ALLOCATIONS COMMITTEE; PROVIDING FOR PURPOSE AND GOALS; PROVIDING FOR MEMBERS; PROVIDING GUIDELINES FOR FUNDING; PROVIDING CRITERIA FOR EVALUATING APPLICATIONS; AND PROVIDING AN EFFECTIVE DATE.


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

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Budget, Finance and Taxation Committee report of April 11, 2019 presented by Vice-Chair Montanari.


In connection with the Public Services and Infrastructure Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Kornell moved with the second of Vice-Chair Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Public Services and Infrastructure Committee report of April 11, 2019 presented by Councilmember Kornell.


In connection with the Health, Energy, Resiliency and Sustainability Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:


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

1. Jeff Schorr, 2955 Central Avenue, was in support of the Integrated Sustainability Action Plan.

Councilmember Rice moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

2019-205 A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING AND ADOPTING THE INTEGRATED SUSTAINABILITY ACTION PLAN (“ISAP”); SETTING FORTH EXPECTATIONS FOR IMPLEMENTATION OF THE ISAP; AND PROVIDING AN EFFECTIVE DATE.


Councilmember Rice moved with the second of Councilmember Wheeler-Bowman that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council receive and file the Health, Energy, Resiliency and Sustainability Committee report of April 11, 2019 presented by Councilmember Rice.


In connection with the Youth & Family Services Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Foster moved with the second of Councilmember Gabbard that the following resolution be adopted:

2019-206 A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF $10,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY TO THE POLICE DEPARTMENT, FISCAL SUPPORT DIVISION (140-1389) TO PROVIDE FUNDING FOR THE JUVENILE AUTO-THEFT MITIGATION STUDY TO BE CONDUCTED BY THE CARUTHERS INSTITUTE; AND PROVIDING AN EFFECTIVE DATE.
Councilmember Foster moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully request Administration create an African American Quality of Life Committee.

In connection with the second Open Forum portion of the agenda, the following person(s) came forward:

1. Joshua Black, 3222 Queen Street North, spoke regarding City taxes.
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 for computer accessories and peripherals to Dell Marketing, L.P., in the amount of $220,000, for a total contract amount of $2,320,000.

2. Approving the renewal of a blanket purchase agreement with Commercial Risk Management, Inc., for third-party administration services of worker’s compensation claims, for the Human Resources Department, at an estimated annual cost of $459,204, for a total contract amount of $2,315,620.

3. Accepting a bid from Florida Safety Contractors, Inc. for the Carillon Park Intersection Improvements, in the amount of $1,645,948.45 (Engineering Project No. 17074-112; Oracle No. 15645). [MOVED AS A GOOD NEWS ITEM E-6]

4. Approving an increase in allocation for the Workforce Readiness and Development Program with Pinellas Ex-Offender Re-Entry Coalition, Inc. (PERC), in the amount of $662,500, for a total contract amount of $1,312,428. [MOVED TO REPORTS AS ITEM E-4]
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 a three-year blanket purchase agreement with Safety Products Inc. for safety clothing and supplies, for a total contract amount of $450,000.

2. Approving the renewal of blanket purchase agreements with All Kleen/Clean Sweep Floor Care, LLC and Dazser-TPA, Inc. d/b/a Jani-King of Tampa Bay, for custodial services at City facilities, at an estimated annual cost of $61,000 per year, for a total contract amount of $244,000.

3. Approving the purchase of an asphalt paver from Ring Power Corporation for the Fleet Management Department, at a total cost of $129,571.25.

4. Authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida Board of Trustees, a public body corporate, for the use of property located at 4240 – 35th Avenue South, St. Petersburg, within a portion of City-owned Clam Bayou for a period of thirty-six (36) months and a fee of $10.00 for the entire term; and waiving the reserve for replacement requirement for City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.

5. Authorizing the Mayor or his designee to accept a Planning and Place-Making Grant (Grant) from Forward Pinellas for the Missing Middle Housing Lending Analysis at a maximum reimbursement amount of $25,000; to execute a Planning and Place-Making Grant Pilot Program Funding [Interlocal] Agreement with Forward Pinellas; and to execute all other documents necessary to effectuate the Grant; approving a supplemental appropriation in the amount of $25,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional revenues to the Urban Planning and Historic Preservation Division (370.1541), Missing Middle Housing Lending Analysis (TBD); and providing an effective date.

6. Authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 16-04-KCA/STB (Task Order) to the architect/engineering agreement dated July 19, 2016 between the City of St. Petersburg, Florida, and Kisinger Campo & Associates, Corp. (A/E) for A/E to provide traffic signalization plans and post design services during
the construction phase of the Carillon Park Intersection Improvements Project in an amount not to exceed $79,775.78; providing that the total Task Order amount, as amended, shall not exceed $279,687.99 (ECID Project No. 17074-112; Oracle No. 15645); and providing an effective date. [MOVED AS A GOOD NEWS ITEM E-7]

7. Approving the minutes of the March 7 and March 14, 2019 City Council meetings.

8. Approving an agreement between the City of St. Petersburg, Florida, and Jon Hair Monumental Sculpture, LLC (Artist), for artist to design, fabricate, and install an exterior bronze sculpture of Elder Jordan Sr. on City of St. Petersburg-owned land contiguous with the Manhattan Casino just north of the I-275 overpass in Jordan Park for a firm fixed price of $75,000 (Artist Agreement); approving a supplemental appropriation in the amount of $75,000 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs Division (0201777); authorizing the City Attorney to make non-substantive changes to the Artist Agreement; authorizing the Mayor or his designee to execute the artist agreement and all documents necessary to effectuate this transaction; and providing an effective date. [MOVED TO REPORTS AS ITEM E-5]

9. Approving the First Amendment to the ONE Community Plan Agreement between the City of St. Petersburg and Pinellas County Urban League, Inc. (“PCUL”).

10. Confirming the appointment of Councilmember Ed Montanari as an alternate to the Community Development Block Grant Committee.

There being no further business Chair Gerdes adjourned the meeting at 10:51 p.m.

__________________________
Charles Gerdes, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____________________________
Chan Srinivasa, City Clerk
The following page(s) contain the backup material for Agenda Item: Approving precinct polling locations for the August 27, 2019 Municipal Primary Election. Please scroll down to view the backup material.
TO: City Council Chair & Members of City Council

SUBJECT: Approving precinct polling locations for the August 27, 2019 Municipal Primary Election.

EXPLANATION:

On June 6, 2019, City Council adopted resolution 2019-276, which called a non-partisan municipal primary election for August 27, 2019, for the purpose of nominating candidates for Council Members for Council Districts 1, 3, 5, and 7 in accordance with City Charter section 5.05(b).

In accordance with St. Petersburg City Code Section 10-41, City Council shall, at least 30 days prior to any election, by resolution, designate polling places for the precincts.

Our agreement with the Pinellas County Supervisor of Elections stipulates that the Supervisor will contract for the precinct polling locations. Wherever possible the Supervisor uses the same polling locations used for other elections. Where a change of polling location is required, the Supervisor will provide the names and addresses of the affected voters to the vendor and the City Clerk will make all necessary arrangements with the vendor to notify the electors in the appropriate precincts.

Attached is the list of polling locations prepared by the Supervisor of Elections. It is recommended that Council approve the list as presented.

COST/FUNDING INFORMATION:

Funds for polling location rentals have been previously appropriated in the General Fund (0001), City Clerk Department (210), City Clerk Administration Division (1725)

ATTACHMENTS: List of Recommended Polling Locations, Resolution.

APPROVALS:

Administrative

Budget
A RESOLUTION APPROVING POLLING PLACES FOR THE VOTING PRECINCTS PROVIDED BY THE PINELLAS COUNTY SUPERVISOR OF ELECTIONS FOR THE AUGUST 27, 2019 MUNICIPAL PRIMARY ELECTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council resolution 2019-276, a non-partisan municipal primary election has been called for August 27, 2019, for the purpose of nominating candidates for Council Members for Council Districts 1, 3, 5, and 7 in accordance with City Charter section 5.05(b); and

WHEREAS, the Pinellas County Supervisor of Elections has established a list of polling places for that election and provided that list to the City; and

WHEREAS, in accordance with St. Petersburg City Code section 10-41, City Council is required, at least 30 days prior to any election, by resolution, to designate polling places for the voting precincts that are identical to the polling places established by the Supervisor of Elections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby designates the polling places for the voting precincts that have been provided by the Supervisor of Elections for the August 27, 2019 municipal primary election and attached to this resolution.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

Administration: _________________________

Legal: _________________________________
## POLLING PLACE LIST

**St. Petersburg Primary Election**  
**August 27, 2019**  
**Districts 1, 3, 5, 7**  
34 Polling Locations (24 Single/10 Combined)  
(# indicates no registered voters in precinct)

<table>
<thead>
<tr>
<th>PCT.#</th>
<th>POLLING PLACE</th>
<th>ADDRESS</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>Pinellas Community Church (Combined)</td>
<td>5501 31 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>West side of 31 St. S. - south of 54 Ave. S.</td>
<td></td>
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</tr>
<tr>
<td>102</td>
<td>Westminster Suncoast (Single)</td>
<td>1095 Pinellas Point Dr. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Entrance off of Pinellas Point Dr. S. between 16 St. S. &amp; 9 St. S.</td>
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</tr>
<tr>
<td>103</td>
<td>Lakewood United Methodist Church (Combined)</td>
<td>5995 ML King Jr. St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>From ML King Jr. St. S. - west on 60 Ave. S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>104</td>
<td>Lakewood United Methodist Church (Combined)</td>
<td>5995 ML King Jr. St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>From ML King Jr. St. S. - west on 60 Ave. S.</td>
<td></td>
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</tr>
<tr>
<td>105</td>
<td>Lake Vista Recreation Center (Combined)</td>
<td>1401 62 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northeast side of 62 Ave. S. &amp; 16 St. S. - south of Lakewood High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>107</td>
<td>Pinellas Community Church (Combined)</td>
<td>5501 31 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>West side of 31 St. S. - south of 54 Ave. S.</td>
<td></td>
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</tr>
<tr>
<td>110</td>
<td>Bethel Metropolitan Baptist Church (Combined)</td>
<td>3455 26 Ave. S.</td>
<td>SP</td>
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<tr>
<td></td>
<td>North side of 26 Ave. S. - west of 34 St. S.</td>
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</tr>
<tr>
<td>111</td>
<td>Bethel Metropolitan Baptist Church (Combined)</td>
<td>3455 26 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>North side of 26 Ave. S. - west of 34 St. S.</td>
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</tr>
<tr>
<td>112</td>
<td>Lake Vista Recreation Center (Combined)</td>
<td>1401 62 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northeast side of 62 Ave. S. &amp; 16 St. S. - south of Lakewood High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>113</td>
<td>Christ Gospel Church (Single)</td>
<td>2512 22 Ave. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>South side of 22 Ave. S. - west of Sanderlin Elementary School</td>
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<tr>
<td>114</td>
<td>New Hope Baptist Church (Single)</td>
<td>2120 19 St. S.</td>
<td>SP</td>
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<tr>
<td></td>
<td>East side of 19 St. S. - north of 22 Ave. S.</td>
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<tr>
<td>115</td>
<td>Lakeview Presbyterian Church (Single)</td>
<td>1310 22 Ave. S.</td>
<td>SP</td>
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<tr>
<td></td>
<td>Southwest corner of 22 Ave. S. &amp; 13 St. S.</td>
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<tr>
<td>120</td>
<td>Thomas “Jet” Jackson Recreation Center (Single)</td>
<td>1000 28 St. S.</td>
<td>SP</td>
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<tr>
<td></td>
<td>East side of 28 St. S. &amp; 10 Ave. S.</td>
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<tr>
<td>138</td>
<td>St. Petersburg Women’s Club (Single)</td>
<td>40 Snell Isle Blvd. NE</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>From Snell Isle Blvd. turn on Coffee Pot Riviera NE</td>
<td></td>
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</tr>
<tr>
<td>140</td>
<td>Roberts Recreation Center (Single)</td>
<td>1246 50 Ave. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>Southwest corner of 50 Ave. N. &amp; 12 St. N.</td>
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<tr>
<td>142</td>
<td>Sunken Gardens (Single)</td>
<td>1825 4 St. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>East side of 4 St. N. - south of 20 Ave. N.</td>
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<tr>
<td>143</td>
<td>Lutheran Church of the Cross (Single)</td>
<td>4545 Chancellor St. NE</td>
<td>SP</td>
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<tr>
<td></td>
<td>Corner of Chancellor St. NE &amp; Overlook Dr. NE</td>
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<td>PCT.#</td>
<td>POLLING PLACE</td>
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<tr>
<td>144</td>
<td>Northeast Presbyterian Church (Single)</td>
<td>4400 Shore Acres Blvd. NE</td>
<td>SP</td>
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<tr>
<td></td>
<td>West side of Shore Acres Blvd. NE - between 40 Ave. NE &amp; 46 Ave. NE - north of Shore Acres Recreation Center</td>
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<tr>
<td>145</td>
<td>Faith Covenant Church (Combined)</td>
<td>150 62 Ave. NE</td>
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<td></td>
<td>Southeast corner of 62 Ave. NE &amp; 1 St. NE</td>
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<tr>
<td>146</td>
<td>Faith Covenant Church (Combined)</td>
<td>150 62 Ave. NE</td>
<td>SP</td>
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<td>Southeast corner of 62 Ave. NE &amp; 1 St. NE</td>
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<td>147</td>
<td>Riviera United Methodist Church (Single)</td>
<td>175 62 Ave. N.</td>
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<td>Northwest corner of 62 Ave. N. &amp; 1 St. N.</td>
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<tr>
<td>152</td>
<td>Willis S. Johns Recreation Center (Single)</td>
<td>6635 ML King Jr. St. N.</td>
<td>SP</td>
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<td>East side of ML King Jr. St. N. - south of Fire Station</td>
<td></td>
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<tr>
<td>154</td>
<td>First Church of Christ, Scientist (Single)</td>
<td>6333 1 St. NE</td>
<td>SP</td>
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<tr>
<td></td>
<td>East side of 1 St. NE - approx. one block north of 62 Ave. N.</td>
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<td>200</td>
<td>Island Chapel (Combined)</td>
<td>1271 Pinellas Bayway S.</td>
<td>SP</td>
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<tr>
<td></td>
<td>East of Pinellas Bayway S. at 13 St. SE</td>
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<tr>
<td>201</td>
<td>Addington Place at College Harbor (Single)</td>
<td>4600 54 Ave. S.</td>
<td>SP</td>
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<tr>
<td></td>
<td>From 54 Ave. S. take Marina Bay entrance - make an immediate right on Harbor Way N. - on left</td>
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<td>202</td>
<td>Pinellas Community Church (Combined)</td>
<td>5501 31 St. S.</td>
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<td>West side of 31 St. S. - south of 54 Ave. S.</td>
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<tr>
<td>203</td>
<td>Bethel Metropolitan Baptist Church (Combined)</td>
<td>3455 26 Ave. S.</td>
<td>SP</td>
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<td></td>
<td>North side of 26 Ave. S. - west of 34 St. S.</td>
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<tr>
<td>204</td>
<td>Bethel Metropolitan Baptist Church (Combined)</td>
<td>3455 26 Ave. S.</td>
<td>SP</td>
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<td>North side of 26 Ave. S. - west of 34 St. S.</td>
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<tr>
<td>205</td>
<td>Prayer Tower Church of God in Christ (Single)</td>
<td>1137 37 St. S.</td>
<td>SP</td>
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<tr>
<td></td>
<td>Southwest corner of 37 St. S. &amp; 11 Ave. S.</td>
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<tr>
<td>211</td>
<td>Pasadena Community Church (Combined)</td>
<td>227 70 St. S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>70 St. S. between 2 Ave. S. &amp; Villa Grande Ave. S. - in Life Enrichment Center</td>
<td></td>
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<tr>
<td>213</td>
<td>Unity of St. Petersburg (Combined)</td>
<td>6168 1 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Southeast corner of 62 St. N. &amp; 1 Ave. N.</td>
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<tr>
<td>215</td>
<td>Pasadena Community Church (Combined)</td>
<td>227 70 St. S.</td>
<td>SP</td>
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<tr>
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<td>70 St. S. between 2 Ave. S. &amp; Villa Grande Ave. S. - in Life Enrichment Center</td>
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<tr>
<td>216</td>
<td>Pasadena Community Church (Combined)</td>
<td>227 70 St. S.</td>
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<td>70 St. S. between 2 Ave. S. &amp; Villa Grande Ave. S. - in Life Enrichment Center</td>
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<tr>
<td>217</td>
<td>Unity of St. Petersburg (Combined)</td>
<td>6168 1 Ave. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>Southeast corner of 62 St. N. &amp; 1 Ave. N.</td>
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<tr>
<td>221</td>
<td>LAO Conference of Churches (Single)</td>
<td>1150 49 St. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>West side of 49 St. N. - north of 9 Ave. N. - parking on 12 Ave. N.</td>
<td></td>
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<td>222</td>
<td>Pasadena Community Church (Combined)</td>
<td>227 70 St. S.</td>
<td>SP</td>
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<td>70 St. S. between 2 Ave. S. &amp; Villa Grande Ave. S. - in Life Enrichment Center</td>
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<tr>
<td>224</td>
<td>Childs Park Recreation &amp; Fitness Center (Single)</td>
<td>4301 13 Ave. S.</td>
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<td>Northwest corner of 43 St. S. &amp; 13 Ave. S.</td>
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<tr>
<td>225</td>
<td>St. Luke’s United Methodist Church (Single)</td>
<td>4444 5 Ave. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>South side of 5 Ave. N. - east of 49 St. N.</td>
<td></td>
<td></td>
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<tr>
<td>PCT.#</td>
<td>POLLING PLACE</td>
<td>ADDRESS</td>
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<tr>
<td>226</td>
<td>Galilee Missionary Baptist Church (Single)</td>
<td>505 35 St. S.</td>
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<tr>
<td></td>
<td>Southwest corner of 35 St. S. &amp; 5 Ave. S.</td>
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<tr>
<td>227</td>
<td>Fifth Avenue Church of Christ (Single)</td>
<td>4200 5 Ave. S.</td>
<td>SP</td>
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<td>Southeast corner of 5 Ave. S. &amp; 43 St. S.</td>
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<tr>
<td>230</td>
<td>St. Stefanos Greek Orthodox Church (Combined)</td>
<td>3600 76 St. N.</td>
<td>SP</td>
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<tr>
<td></td>
<td>West side of 76 St. N. - south of 38 Ave. N.</td>
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<tr>
<td>231</td>
<td>Cornerstone Community Church (Combined)</td>
<td>6745 38 Ave. N.</td>
<td>SP</td>
</tr>
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<td></td>
<td>North side of 38 Ave. N. - between 66 St. N. &amp; 71 St. N.</td>
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<tr>
<td>232</td>
<td>Palm Lake Christian Church (Single)</td>
<td>5401 22 Ave. N.</td>
<td>SP</td>
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<td>North side of 22 Ave. N. - east of 58 St. N.</td>
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<tr>
<td>235</td>
<td>Azalea Baptist Church (Single)</td>
<td>7900 22 Ave. N.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>Northwest corner of Country Club Rd. N. &amp; 79 St. N. - west of Azalea Middle School</td>
<td></td>
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<tr>
<td>236</td>
<td>Portuguese American Suncoast Association, Inc. (Single)</td>
<td>7808 46 Ave. N.</td>
<td>SP</td>
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<td></td>
<td>South side of 46 Ave. N. between 78 St. N. &amp; 78 Ln. N.</td>
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<tr>
<td>237</td>
<td>Cornerstone Community Church (Combined)</td>
<td>6745 38 Ave. N.</td>
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<tr>
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<td>North side of 38 Ave. N. - between 66 St. N. &amp; 71 St. N.</td>
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<tr>
<td>240</td>
<td>St. Stefanos Greek Orthodox Church (Combined)</td>
<td>3600 76 St. N.</td>
<td>SP</td>
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<td>West side of 76 St. N. - south of 38 Ave. N.</td>
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<tr>
<td>241</td>
<td>Walter P. Fuller Recreation Center (Single)</td>
<td>7891 26 Ave. N.</td>
<td>SP</td>
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<td></td>
<td>North side of 26 Ave. N. between 75 St. N. &amp; 80 St. N.</td>
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<tr>
<td>401#</td>
<td>Island Chapel (Combined)</td>
<td>1271 Pinellas Bayway S.</td>
<td>SP</td>
</tr>
<tr>
<td></td>
<td>East of Pinellas Bayway S. at 13 St. SE</td>
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</tbody>
</table>
The following page(s) contain the backup material for Agenda Item: Approving the appointment of poll workers for the August 27, 2019 Municipal Primary Election.
Please scroll down to view the backup material.
TO:      City Council Chair & Members of City Council

SUBJECT: Approving the appointment of poll workers for the August 27, 2019 Municipal Primary Election.

EXPLANATION:

On June 6, 2019, City Council adopted resolution 2019-276, which called a non-partisan municipal primary election for August 27, 2019, for the purpose of nominating candidates for Council Members for Council Districts 1, 3, 5, and 7 in accordance with City Charter section 5.05(b).

In accordance with St. Petersburg City Code Section 10-10, City Council is required to approve the selection of poll workers who will serve as “election officers” for municipal elections.

The Pinellas County Supervisor of Elections is responsible for the recruitment and training of poll workers and she has now forwarded the list of those poll workers to the City for approval. It is recommended that City Council approve the list of poll workers provided by the Supervisor of Elections. The list is on file in the office of the City Clerk.

COST/FUNDING INFORMATION:

The Supervisor of Elections will recruit, assign, train, and compensate ALL poll workers. A Deputy Sheriff will deputize the poll deputies.

APPROVALS:

Administration: _________________________

ATTACHMENT: Resolution
A RESOLUTION APPROVING THE POLL WORKERS SELECTED TO SERVE AS ELECTION OFFICERS FOR THE AUGUST 27, 2019 MUNICIPAL PRIMARY ELECTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council resolution 2019-276, a non-partisan municipal primary election has been called for August 27, 2019, for the purpose of nominating candidates for Council Members for Council Districts 1, 3, 5, and 7 in accordance with City Charter section 5.05(b); and

WHEREAS, Section 10-10 of the St. Petersburg City Code requires the City Council to select all election officers for municipal elections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the individuals on the list of poll workers on file in the office of the City Clerk are hereby selected to serve as election officers for the August 27, 2019 municipal primary election.

This resolution shall become effective immediately upon its adoption.

APPROVED:

Legal ........................................................................................................................................

Administrative................................................................................................................................
The following page(s) contain the backup material for Agenda Item: Selection of League of Women Voters of the St. Petersburg Area Voter Education Division as the impartial third party to facilitate political debates for upcoming municipal elections and setting the time, date and locations of these debates.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Consent Agenda

Meeting of July 11, 2019

TO: City Council Chair & Members of City Council

SUBJECT: Selection of League of Women Voters of the St. Petersburg Area Voter Education Division as the impartial third party to facilitate political debates for upcoming municipal elections and setting the time, date and locations of these debates.

EXPLANATION: Per Section 2-494 of the St. Petersburg City Code, political debates between qualified candidates for City Council must be held prior to each contested primary and each contested general election. These debates must be broadcast on St. Pete TV, and City Council, by resolution, must choose an impartial third party to conduct and facilitate the debates. The League of Women Voters of the St. Petersburg Area Voter Education Division a 501(c)3 corporation is an independent third party that has conducted and facilitated the debates in past elections has volunteered to continue this role by conducting and facilitating the required debates for the 2019 municipal primary and general elections.

Section 2-494 also requires Council to determine the location, date, and time of these debates by resolution. In view of the scheduling conflict that occurred during the 2017 election cycle during the period in which the debate resolution was pending before Council and the unavailability this summer of the City Hall Council Chamber that has traditionally hosted the debates, the proposed resolution provides flexible criteria for the location, date, and time, rather than specifying an exact location, date, and time.

According to these criteria, each debate for the 2019 election cycle must be held in a City-owned facility supporting live broadcast on St. Pete TV. Accordingly, debates are expected to be held in the Sunshine Center Auditorium, using the equipment put into place for City Council Meetings.

With respect to the date of the 2019 debates, these criteria provide that each debate must be held at least 15 days before the applicable election but no more than 45 days before the applicable election. This provides for a primary election debate occurring between July 13, 2019, and August 12, 2019, and a general election debate occurring between September 21, 2019, and October 21, 2019.

With respect to the time of the 2019 debates, these criteria provide that each debate for the 2019 election cycle must start between 6–7 pm, which has been the start time for debates in past election cycles.

Finally, the criteria clarify that a single debate may be held in multiple sessions to accommodate the number of candidates and their availability, as long as each session meets the criteria described above. Splitting the primary debate into two sessions was necessary in 2017 due to the large number of candidates and may be required again in 2019.
RECOMMENDATION: Administration recommends that Council adopt the attached resolution selecting the League of Women Voters of the St. Petersburg Area Voter Education Division as the impartial third party to conduct and facilitate the televised political debates on the city's television station and determining criteria for the location, date, and time of these debates.

COST/FUNDING INFORMATION: N/A

APPROVALS: 
Administration: 

ATTACHMENT: Resolution
RESOLUTION NO. 2019-_____

A RESOLUTION CHOOSING THE VOTER EDUCATION DIVISION OF THE LEAGUE OF WOMEN VOTERS OF THE ST. PETERSBURG AREA AS THE INDEPENDENT THIRD PARTY TO CONDUCT AND FACILITATE THE CITY’S CANDIDATE DEBATES FOR THE 2019 MUNICIPAL PRIMARY AND GENERAL ELECTIONS; DETERMINING CRITERIA FOR THE TIME, DATE, AND LOCATION OF THESE DEBATES; REQUESTING THAT CITY STAFF BROADCAST AND PUBLICIZE THESE DEBATES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City Charter section 5.05, a non-partisan municipal primary election for the nomination of candidates for Council Members representing Districts 1, 3, 5, and 7 must be held on Tuesday, August 27, 2019, to be followed by a general municipal election on Tuesday, November 5, 2019; and

WHEREAS, St. Petersburg City Code section 2-494 requires the City to hold political debates for candidates for Mayor and City Council prior to each contested primary election and each contested general election and broadcast those debates on the City’s government access channel in order to afford citizens the opportunity to become more involved in and informed of the municipal political process; and

WHEREAS, City Code section 2-494(c) requires the City Council to choose, by resolution, an independent third party to conduct and facilitate these debates and to determine, by resolution, the time, date, and location of these debates; and WHEREAS, the League of Women Voters of the St. Petersburg Area (the “League”) is an independent third party that has conducted and facilitated these debates in past elections; and

WHEREAS, the League has volunteered to continue this role by conducting and facilitating the required debates for the 2019 municipal primary and general elections; and

WHEREAS, the League is divided into two divisions: a Voter Education Division and an Issue Advocacy Division; and
WHEREAS, members of the Issue Advocacy Division have appeared before Council from time to time to advocate for certain issues that are issues of local importance, while the Voter Education Division is a 501(c)3 corporation that is separate and distinct from the Issue Advocacy Division; and

WHEREAS, although there is some crossover of personnel between these two divisions, any League personnel involved in the City’s candidate debates would be required to adhere to the Voter Education Division’s mission and the constraints imposed upon on the Voter Education Division as a 501(c)3 corporation; and

WHEREAS, the City Council believes that the League’s Voter Education Division would continue to conduct and facilitate the debates in an impartial manner, as it has in past elections.

NOW, THEREFORE, BE IT RESOLVED that City Council hereby chooses, in accordance with City Code section 2-494(c), the Voter Education Division of the League of Women Voters of the St. Petersburg Area to facilitate and conduct the debates for the 2019 municipal primary and general elections, on the condition that these debates be held in an impartial manner and in accordance with applicable law.

BE IT FURTHER RESOLVED that City Council hereby determines, in accordance with City Code section 2-494(c), that each debate must be held in accordance with the following criteria with respect to location, date, and time: (i) each debate must be held in a City-owned facility supporting live broadcast on St. Pete TV; (ii) each debate must be held at least 15 days before to the applicable election but no more than 45 days before the applicable election; (iii) each debate must start between 6–7 pm; and (iv) a debate for a particular election may be held in multiple sessions to accommodate the number and availability of candidates as long as each session complies with these criteria.

BE IT FURTHER RESOLVED that City Council hereby requests City staff to broadcast these debates on St. Pete TV and publicize these debates for the purpose of affording citizens the opportunity to become more involved in and informed of the municipal political process.

This resolution will become effective immediately upon adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)